

INDUSTRIAL TRIBUNAL

**COURT #2 FREEPORT INSURANCE CENTER, 21B WEST MALL & POINCIANA
DRIVE, FREEPORT, GRAND BAHAMA, COMMONWEALTH OF THE BAHAMAS**

Before

MRS. HELEN J. ALMORALES-JONES (ACTING PRESIDENT)

(SITTING ALONE)

CHARLES THOMPSON

APPLICANT

SILVER AIRWAYS LLC

RESPONDENT

ORDER ON DIRECTIONS

APPEARANCES

For the Applicant

Pro se
Freeport, Grand Bahama
The Bahamas

For the Respondent

Andrew C.D. Smith, Esquire
McKinney, Bancroft & Hughes
Chambers
Nassau, New Providence
The Bahamas

WHEREAS:

- 1) On the 14th June, 2023, **Charles William Thompson** filed a **Report of a Trade Dispute Form** against **Silver Airways LLC** ("the Respondent") at **The Department of Labour** ("DOL") in Grand Bahama, The Bahamas, which stated, inter alia, that the issues relevant to the dispute were *Notice pay, Severance pay, Wrongful Dismissal, Unfair Dismissal & Breach of contract*;
- 2) By a **Certificate of Referral** dated the 19th February, 2024 (received on the 11th March, 2024), the Honourable Minister of Labour & The Public Service referred the said trade dispute between **Charles Thompson** ("the Applicant") and the Respondent to the Industrial Tribunal, Northern Region, ("the Tribunal");
- 3) In accordance with **Rule 3(1) of The Industrial Relations (Tribunal Procedure) Rules, 2010** ("The Rules"), on the 12th March, 2024, the Tribunal served the **Applicant** with notice of the referral;
- 4) The Applicant filed a **Form A** (Originating Application) on the 12th March, 2024, which stated, inter alia, that:-
 - His Occupation/Position was *Supervisor*;
 - His employment began on the *4th October, 2005*;
 - His termination date was the *26th June, 2023*;
 - His basic wages was *\$ 303.60 per week (24 x \$ 512.65)*;
 - His normal basic weekly hours of work was *24 (3 days)*;
 - The grounds for his application were:
The Respondent's termination of employment letter pay-out not in accordance with the laws of The Bahamas; the Termination was executed in stealth; No notice was given or reason for dismissal;
The Respondent breached the contract of employment on May 1st, 2020, when it changed him from salary to hourly paid without notice or agreement; and There was a delay in collecting unemployment benefit due to the Respondent not keeping his N.I.B. contribution up to date; &
 - The reason for his dismissal was:
The Respondent did not give him a reason for his dismissal; &
In his opinion, they decided to outsource the Station to Freeport Airport Development Company because the Station had 3 Supervisors;
- 5) On the 12th March, 2024, the Tribunal served a copy of the **Form A** (Originating Application) together with a **Form C** (Notice of Originating Application) & a blank **Form D** (Notice of Appearance) on the Respondent's Counsel;

- 6) On the 19th March, 2024, the Respondent filed a **Form D** (Notice of Appearance), which indicated that it intended to resist the application;
- 7) On the 15th May, 2024, the Respondent filed:-
- a **Form L** (Notice of Application for Extension of Time) seeking an extension of time to file a **Form E** (Defence); &
 - a **Form E** (Defence), which stated, inter alia, that:-
 - The Applicant was dismissed;
 - The date of termination was the *26th June, 2023*;
 - The details of remuneration he stated was not correct;
 - His basic wage/salary was *\$ 12.65 per hour*; &
 - The particulars of the Grounds on which the Respondent intends to resist the application were:
Based on the operational demands and diminished service to and from the island of Freeport, Silver Airways was forced to down-size its operation at the Freeport Station;
The down-sizing resulted in the Respondent terminating the Applicant's employment; &
On the 12th June, 2023, the Respondent's Representative gave the Applicant a letter of termination outlining the same;
- 8) The Tribunal conducted a **Case Management** hearing at 10:00 a.m. today;
- 9) The Tribunal acceded to the **Respondent's Form L** (Notice of Application for Extension of Time) and granted it an extension of time to file a **Form E** (Defence) after the time limited for so doing had expired;
- 10) **Both parties** agreed that this was not a case of *Redundancy*, despite what the Respondent wrote in the **Form E** (Defence) as the grounds on which it intends to resist the application;
- 11) The **Applicant** agreed to withdraw his claim for *Unfair Dismissal*;
- 12) The **Tribunal** ascertained that the parties disagreed on the issue of, *Whether or not the Applicant held a supervisory position?*;
- 13) The Tribunal advised the **Applicant** that he bore the burden of proving, on a balance of probabilities, that they had agreed that he would be paid *Overtime pay* although he held a supervisory position; and

14) Pursuant to **Section 58(1)(a)** of **The Industrial Relations Act, Cap. 321**, the **Tribunal** remitted the dispute to the parties for further consideration, with a view to settling the Applicant's claim for ***Wrongful Dismissal*** for **\$ 12,144.00**;

IT IS HEREBY ORDERED THAT:-

1. The **Applicant's** claim for ***Unfair Dismissal*** is withdrawn and dismissed;
2. The hearing of the Applicant's claim for ***Wrongful Dismissal*** is adjourned **10:00 a.m.** on **Friday, 14th June, 2024**, for review/mention; and
3. The **Tribunal** serve a new **Form J** (Notice of Hearing) for hearing on both parties.

DATED: This 22nd day of May, A.D., 2024.

**Her Honor, Helen J. Almorales-Jones,
(Acting) President**