

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)

JENNIFER NEWMAN

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, **Jennifer Newman** ("the Applicant") filed a **Report of a Trade Dispute Form** against **Silver Airways** at **The Department of Labour** ("DOL") in Grand Bahama, The Bahamas, which stated, inter alia, that the issues relevant to the dispute were *Vacation pay, Notice pay, Severance pay, Wrongful Dismissal & Unfair Dismissal*;
- 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 the Applicant and **Silver Airways LLC** ("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 13th March, 2024, which stated, inter alia, that:-
 - Her Occupation/Position was *Area Station Manager*;
 - Her employment began on the *9th December, 1992*;
 - Her termination date was the *18th June, 2023*;
 - Her basic wages was *\$ 922.00 weekly*;
 - Her normal basic weekly hours of work was *40 hours*;
 - The grounds for her application was: *the Respondent did not give her a reason for her termination; its Regional Manager told her and her staff that their performance was exceptional; she was responsible for the Freeport, Bimini, Georgetown and Nassau; she is filing for Wrongful Dismissal & Unfair Dismissal; she would like to be paid all that is due to her per the Labour law, plus an additional year that the Respondent refused to pay her during 2023 to date; &*
 - The reason for her dismissal (in her opinion) was: *She believes that the Respondent terminated her because they wanted to save costs by outsourcing the work to Freeport Airport Development Company money*;
- 5) On the 13th 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 stated, inter alia, 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 dates she gave as to her period of employment was *not correct*;
 - Her employment commenced on the *9th December, 1992*;
 - Her date of termination was the *10th July, 2023*;
 - The details of remuneration she stated was *not correct*;
 - Her basic wage/salary was *\$ 954.00 weekly*; &
 - 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 (22nd May, 2024);

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) The **Applicant** agreed to withdraw her claim for *Unfair Dismissal* (Basic award assessed at \$ 44,491.20 under **Section 46** of **The Employment Act**) if the Respondent settles her claim for *Wrongful Dismissal* (Termination/Severance pay assessed at \$ 45,792.00 under **Section 29(2)(c)(ii)** of **The E.A.**);

11) Pursuant to **Section 58(1)(a)** of **The Industrial Relations Act, Cap. 321**, the **Tribunal** remitted the trade dispute to the parties for further consideration, with a view to settling the Applicant's claims for **Vacation pay** and **Wrongful Dismissal (Termination/Severance pay)**; and

12) The **Tribunal** directed that if the parties agree to settle the matter out of Court, they provide the Tribunal Clerk with the terms of the Decision to be rendered, in writing, and signed by both of them;

IT IS HEREBY ORDERED THAT:-

1. The **Applicant's** claims for ***Notice pay*** and ***Unfair Dismissal*** are withdrawn and dismissed;
2. The hearing of the Applicant's claim for ***Vacation pay*** and ***Wrongful Dismissal (Termination/Severance pay)*** 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. Almoraes-Jones,
(Acting) President**