

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)

LEROY NOEL

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, **Leroy Noel** ("the Applicant") 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 *Breach of contract, 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 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 *Customer Service Agent*;
 - His employment began on the *4th June, 2019*;
 - His termination date was the *18th June, 2023*;
 - His basic wages was *\$ 360.00 (\$ 12.00 per hour)*;
 - His normal basic weekly hours of work was *40 hours*;
 - The grounds for his application was:
He was wrongfully terminated by the Respondent and was outsourced to the Airport Authority; and he was not compensated in any form or fashion; &
 - The reason for his dismissal was:
The Respondent Company chose to outsource to another Company to save costs; and this was relayed to them in their dismissal meeting;
- 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 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 he gave as to his period of employment was *not correct*;
 - His employment commenced on the *4th June, 2019*;
 - His date of termination was the *26th June, 2023*;
 - The details of remuneration he stated was *not correct*;
 - His basic wage/salary was *\$ 13 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 (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) **Both parties** agreed that:-
- this was not a case of *Redundancy*, despite what the Respondent wrote in its **Form E** (Defence) as the grounds for resisting the application; &
 - the Respondent does not owe the Applicant *Notice pay* because it gave him 2 weeks' notice of his termination;
- 11) The **Respondent's Counsel** agreed to verify the Applicant's claim that the Respondent owes him *Vacation pay* for 4 or 5 days;
- 12) The **Applicant** agreed to withdraw his claim for *Unfair Dismissal* (Basic award assessed at \$ 6,240.00 under **Section 46 of The Employment Act**) if the Respondent settles his claim for *Wrongful Dismissal* (Termination/Severance pay assessed at \$ 4,222.40 under **Section 29(2)(b)(ii) of The E.A.**);

- 13) 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
- 14) 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. Almorales-Jones,
(Acting) President**