

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)

TYRONE RUSSELL

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, **Tyrone Russell** 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 *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 **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 *13th March, 1998*;
 - His termination date was the *18th June, 2023*;
 - His basic wages was *12 hours* (sic);
 - His normal basic weekly hours of work was *40 hours*;
 - The grounds for his application was: *Wrongful Dismissal*; &
 - The reason for his dismissal was: *To save the Respondent Company money; they outsource the staff*;
- 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 *13th March, 1998*;
 - His date of termination was the *26th June, 2023*;
 - The details of remuneration he stated was not correct;
 - His basic wage/salary was *\$ 12 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 on which it intends to resist the application;
- 11) The **Respondent's Counsel** agreed to verify the Applicant's claim that the Respondent owes him *Accrued Vacation pay* from January 2023 to the 26th June, 2023, which the Tribunal assessed at \$ 691.20;
- 12) The **Applicant** agreed to withdraw his claim for *Unfair Dismissal* if the Respondent agreed to settle his claim for *Wrongful Dismissal* at the rate of a Supervisor;
- 13) **Both parties** agreed that the Respondent gave the Applicant 2 weeks' notice of his termination;
- 14) The parties did not agree on the issue of, ***Whether or not the Applicant held a supervisory position?***;
- 15) The Tribunal ascertained that the **Applicant** is alleging that the Respondent owes him an additional 2 weeks' basic pay in lieu of notice because he held a supervisory position and was therefore entitled to 1 month's notice of his termination;

- 16)The Tribunal advised the **Applicant** that he bore the burden of proving, on a balance of probabilities, that the parties had agreed that he would be paid *Overtime pay* although he held a supervisory position; and
- 17)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*** (**\$ 691.20**) and ***Wrongful Dismissal*** as a Line-staff employee (**\$ 11,520.00**);

IT IS HEREBY ORDERED THAT:-

1. The hearing of the Applicant's claim for ***Vacation pay*** and ***Wrongful Dismissal*** is adjourned **10:00 a.m.** on **Friday, 14th June, 2024**, for review/mention; and
2. 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**