

BARBADOS:

IN THE MAGISTRATE'S COURT FOR DISTRICT 'E/HOLETOWN'

CIVIL APPEAL NOS: 8, 9 AND 10 OF 2014

BETWEEN:

JULIANNA CATO, WAYNE JOHNSON &                      RESPONDENT/PLAINTIFFS  
CHARMAINE POYER

AND

SANDY LANE HOTEL CO. LIMITED                      APPELLANT/DEFENDANT

**Mr. Edmund King for the Plaintiffs**

**Mr. Satcha Kissoon for the Defendant**

**REASON FOR DECISION**

In the interest of convenience all three matters were heard simultaneously by consent as the facts were similar. The three Plaintiffs worked at Sandy Lane Hotel.

**Plaintiffs' Case**

Each Plaintiff stated that they were called into a meeting in January 2012 in respect of the Mystery Shopper: Shopper Report. At that meeting they were told that they failed in certain areas of that report. They denied this allegation. They are each claiming wrongful dismissal.

Trade Union Representative Mr. Richards gave evidence of the agreement between his union, The Barbados Workers Union and Hotel Association of which Sandy Lane is a member. He verified that the Plaintiffs are members of the Union.

### **Defendant's Case**

Their argument is that the contracts of the Plaintiffs allow the employer to terminate weekly workers by two weeks notice. As such they were lawfully terminated in accordance with the contract.

Mr. Kissoon, Counsel for Defendant, in cross examination of each Plaintiff got an admission from them as to following:

- 1) Contract allows one week notice
- 2) Rules of Games allow one week notice in lieu
- 3) They were given notice and told not to return to work
- 4) Payment was given via cheques
- 5) Their signature is not on contract between The Barbados Workers Union and Hotel Association.

Mr. Richards in his cross examination said that his Union's agreement govern relationship between the Hotel and Union.

Defendant's evidence was given by Ms. Winifred Williams, Assistant Director of Sandy Lane, she said the Rules of Games were part of the contract and The Barbados Workers Union agreement was part of the contract.

She read pages 108, 109 where dismissal is allowed for misconduct or dishonesty. In cross examination she said she had a section to deal with and chose the best option.

She said these matters did not warrant the grievance procedure in Barbados Workers Union.

In cross she admitted that before meeting the Plaintiffs the Defendant had decided to terminate their employment. All three letters of termination refer to the Richie Report outlining alleged faults in service by each Plaintiff in respect of the Mystery Shopper.

### **Contracts**

All of the contracts of employment are similar as follows:

#### **1) Termination of Employment**

“During the 1<sup>st</sup> three months.....thereafter (Except where summary dismissal is justified should you be found guilty of misconduct or dishonesty at work.) The period of notice (Except for redundancy) required to be given by either party is one week for weekly paid champions and one month for monthly paid champions.”

#### **2) Internal Procedures Rules and Discipline**

“The Company requires an exemplary standard of discipline from you, together with satisfactory standards of work. Dismissal will take place if your standard of work or conduct falls. The Champion Rules of the Games is issued to you on your first day of work.”

#### **3) Conditions**

“Terms of agreement are in accordance with Barbados Workers Union contract.”

#### **4) Rules of the Games**

Page 109 – Company reserves the right to pay wages/salary in lieu of notice. The right to all or part of the notice period may be varied by mutual consent.”

## 5) The Barbados Workers Union Agreement

Paragraph XXV sets out the procedure in respect of termination.

### Conclusion

The Court examined all of the above documents and based on the evidence given before the court came to the following conclusion:

The letters of employment do not refer to the notice in lieu. The Plaintiffs on being asked said that the Rules of the Games were part of their contract. This determination is for the Court.


The letters of employment explicitly incorporate The Barbados Workers Union as part of the contract.

The said letter refers to the Rules of the Games being issued on your first day.

Unlike The Barbados Workers Union the mention of the Rules of the Games does not explicitly incorporate it into the contract.

As such the Court does not hold that it is part of the contract of employment.

Accordingly it was not lawful to terminate the employees by purporting to give notice in lieu.

  
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Barbara Cooke-Alleyne (Mrs.)  
Magistrate