

BARBADOS

IN THE EMPLOYMENT RIGHTS TRIBUNAL

NO. ERT 025/2014

BETWEEN:

MARVO Y. LEACOCK

CLAIMANT

AND

BJERKHAMN ASSOCIATES LIMITED

RESPONDENT

BEFORE:

KATHY-A. HAMBLIN, Deputy Chairman

BEVERLEY BECKLES, Employees' Representative

JOHN WILLIAMS, Employers' Representative

DATE OF HEARING AND DECISION: October 11, 2017

APPEARANCES: Mr. Glenroy Goddard, Attorney-at-Law for the Claimant who was present.

The Respondent was not in attendance

DECISION

1. The majority decision of the Tribunal is that the notice given by the Respondent Employer, **Bjerkhamn Associates Limited** to the Claimant, **Marvo Y. Leacock** was inadequate in that it was less than the one month's notice which the Respondent was required to give the Claimant pursuant to Section 22 (3) (a) of the Employment Rights Act, 2012-9 (as amended) ("the Act"). The effective date of the notice was November 25, 2013, and the date of termination was November 29, 2013.

Accordingly, the Respondent is in breach of Section 24(1) (b) of the Act and is ordered to pay the Claimant

- i) The sum of \$4,200.00 for outstanding notice for one month; and
- ii) Two weeks' wages in the sum of \$1,700.00

being the total sum of \$5,900.00, on or before the 8th day of November, 2017.

If the Respondent fails to pay the said sum of \$5,900.00 on or before the 8th day of November, 2017, the Respondent shall pay to the Claimant in addition to the said sum of

\$5,900.00, a sum equaling four weeks' wages for each month or part thereof that the said sum of \$5,900.00 remains unpaid.

2. The unanimous decision of the Tribunal is, that the second ground on which the Claimant claims, is dismissed. The Claimant having raised questions relating to (a) her right to a severance payment based on four years' completed service and, (b) the amount of that severance, those matters, though timely brought before this Tribunal are, pursuant to section 38 (1) of the Severance Payments Act, Chapter 355A of the Laws of Barbados, for determination by the Tribunal constituted in accordance with the Sixth Schedule of the Severance Payments Act.
