

ANTIGUA & BARBUDA

IN THE INDUSTRIAL COURT

REFERENCE NO. 17 OF 2003

BETWEEN:

FREDRIQUE BONFILS

Employee

and

DREAM COMPANY LIMITED
T/A K-CLUB BARBUDA

Employers

Before:

The Honourable Cyril Maundy

President

The Honourable Hubert Hood

Member

The Honourable Genevieve Benjamin

Member

Appearances:

Mr. Keithlyn Smith for the Employee

Miss Tracey Benn, Barrister-at-Law, for the Employers

2004; October

JUDGEMENT

The Employers carry on business as a resort hotel operator in Barbuda and the Employee commenced working with them under a six months contract on December 1, 1996 as an Assistant Housekeeper. On expiration of the first contract the Employee, a national of France, returned home but was recalled and given similar short term contracts to comply with the tourist seasons.

In February, 1998, the Employee entered into a Contract with the Employers for six months as a housekeeper at a salary of Two Thousand Dollars, United States Currency(US\$ 2,000.00 per month. The Employers provided free accommodation for the Employee and she resided on the

hotel compound.

The Employee worked under various General Managers and no complaints, written or otherwise, were made of her performance - she was a member of Management and supervised staff.

Subsequent to entering into the last Contract with the Employers, at first, all was proceeding well. However, during the course of a conversation with the Hotel owner on one day in April, 1998, the Employee disclosed to her that she was pregnant and few days later she was given a letter terminating her employment forthwith with a stipulation that she was to leave the Hotel compound within 24 hours.

The Employers failed to file or serve a Memorandum but were permitted to Cross-Examine the Employee although they could not seek to introduce a defence at that juncture.

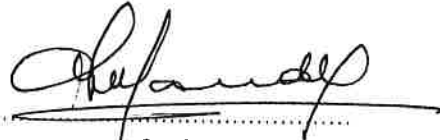
Since the issue of Dismissal was not contested I have no alternative but to find for the Employee. At the time of the dismissal the Employee's contract had another four months to run and the Employee was compelled to find new employment and new accommodation - after a period of almost three years she employment as a French Teacher at Holy Trinity School, Barbuda; she had to rent a house in Barbuda.

The termination was a breach of the Employee's Contract by the Employers and she is entitled to compensation and loss of benefits for the unexpired period of her Contract as was held in *Universal Caribbean Establishment v James Harrison* (Appeal Case No. 21 of 1993 where, affirming a decision of the Industrial Court on similar facts it held that a dismissal was unfair. The Employers committed a fundamental breach of the Employee's contract and I would award the Employee as follows:

- (i) Her wages for the unexpired part of the Contract, i.e. 4 months @
US\$ 2,000.00 = US\$ 8,000.00.
- (ii) Accommodation - No evidence was given as to cost of the accommodation which the Employee enjoyed but I would value this at US\$ 1,000.00 per month so that the total sum payable under this head would be
US\$ 1,000.00 x 4 = US\$ 4,000.00

It is hereby ordered that the Employers shall pay to the Employee the sum of
US\$ 12,000.00 together with costs of US\$ 1,500.00, payment to be made by *December, 15,*
2004.

DATED the *4th* day of *November* 2004



Cyril L. Maundy
President

I concur



Hubert Hood
Member

I concur



Genevieve Benjamin
Member