

**IN THE MATTER OF A COMPLAINT UNDER THE EMPLOYMENT ACT 2000  
BEFORE THE  
EMPLOYMENT AND LABOUR RELATIONS TRIBUNAL (“the Tribunal”)**

**BETWEEN:**

**Ms. Laila Howard**

**Complainant**

**AND**

**Aberfeldy Nurseries Ltd**

**Respondent**

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**DECISION**

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**Date of Complaint:** 30<sup>th</sup> July 2025

**Date Investigation Completed:** 10<sup>th</sup> October 2025

**Date of Referral:** 10<sup>th</sup> October 2025

**Date of the Hearing:** February 27<sup>th</sup>, 2026

**Tribunal Panel  
Members:**

Ms. Kelly Francis, Chairman

Ms. McKeisha Smith, Deputy Chair

Ms. Dawn Eversley, Tribunal Member

**Present:**

Ms. Laila Howard (Complainant) (“She”/“Her”)  
Via Webex Video Link

Ms. Julie Greaves, General Manager (Respondent)

Ms. Tiffany Hardtman, Business & HR Assistant  
(Respondent)

The Complaint was filed pursuant to provisions of Section 18 of the Employment Act 2000 (“the Act”), Termination of Employment.

### **Background**

Further to the Hearing held on 27<sup>th</sup> February 2026 (“the Hearing”) between Ms. Laila Howard (“the Complainant”) and Aberfeldy Nurseries Ltd. (“the Respondents”/ “the Company”). The Complainant is claiming that the Company terminated her employment without notice or justification and is seeking payment of wages for the period June 6<sup>th</sup> – termination date; six months’ pay in lieu of notice and compensation for unfair dismissal.

The Respondent’s position is that the Complainant voluntarily terminated her employment and has received all sums owing to her for time worked and is not due further compensation.

### **The Hearing**

Prior to the start of the Hearing, the Parties were invited to try to reach an independent agreement but elected to proceed with the Hearing. Neither party presented any witnesses.

**The Respondents** made the following points during their statements:

1. The Complainant, an expatriate worker, was employed as the Retail Operations Manager for the Company.
2. The Complainant arrived on the island on a short-term permit which was approved on October 16<sup>th</sup>, 2024, however she did not commence employment until January 10<sup>th</sup>, 2025.
3. On January 27<sup>th</sup>, 2025, a standard permit application was submitted for the Complainant however due to a series of inaccuracies with the submission, processing of the application was delayed. Once reviewed, the Company was instructed to advertise the position which further extended the processing time.
4. On April 16<sup>th</sup>, 2025, the Complainant’s short term work permit expired however the Company advised the Complainant that she was able to continue working. This advice they state was given to them by the Department of Immigration.

5. On June 6<sup>th</sup>, 2025, the Complainant had a serious family emergency and had to abruptly leave the island. The Company assisted her with the travel arrangements, and it was mutually agreed that she would take unpaid leave between June 6<sup>th</sup> – 20<sup>th</sup> 2025.
6. The Respondents acknowledge that throughout the Complainant's time on island, she requested updates on the status of her standard work permit application.
7. Initially while the Complainant was abroad, the Respondents state they remained in contact and were naturally concerned about her family emergency and how she was coping.
8. Based on the agreed return date, the Respondents planned to submit a landing permit to allow the Complainant to return however due to the issues with the standard application, they later learned (July 7<sup>th</sup>, 2025) that landing permits were not issued under these circumstances.
9. Simultaneously the Complainant began asking increasingly more pointed questions about the status of her work permit, compliance with respect to certain aspects of employment legislation; her right to work, ability to return, etc.
10. The Respondents advised that due to the nature of the questions the Complainant was asking and the fact that she had not returned to the island nor given a return date (irrespective of the fact that she did not have permission to return due to the outstanding work permit matters), combined with third hand rumours from staff, they came to believe the Complainant did not intend to return to her role with the Company.
11. The Respondents admit that they ceased to respond to the Complainants' emails however they contend that in believing that the Complainant did not intend to return to the island, they deemed her to have terminated her employment.
12. Only July 7<sup>th</sup>, 2025, the Department of Immigration advised there was still no decision on the work permit, confirmed that Ms. Howard had no right to continue working and should have stopped on April 16<sup>th</sup>, 2025.
13. On July 8<sup>th</sup>, 2025, the Company emailed the Department of Immigration advising that they wished to cancel the processing of her standard work permit application. The reason given was that they did not believe the Complainant would be returning to the island. The Company was advised that they needed to make the request in writing.
14. On July 30<sup>th</sup>, 2025, the Company formally wrote to the Department of Immigration requesting to cancel the work permit. The reason given was due to the deterioration of the working relationship between the two parties.
15. Again, the Respondents acknowledge that they did not communicate with the Complainant during this time.
16. On October 28<sup>th</sup>, 2025, the Respondents wrote to the Complainant advising her that due to her failure to return to the island, her work permit application had been terminated.

**The Complainant** made the following points during her statement:

1. She was recruited through an Agency for the role in Bermuda and worked with the Agency and an employee of the Company to complete the necessary immigration requirements.
2. At the time she was offered the role, she was transparent about the fact that she had a partner who would be relocating with her and would be looking for permission to reside and seek employment.
3. While the Company assured her his application would be included with hers, they did not make it clear that while she was on a short-term permit, he would only be on island as a visitor.
4. After arriving in January, she understood the standard work permit was submitted later that month and repeatedly asked for updates.
5. When her short-term permit expired in April, she was advised by the Company that she had permission to continue working.
6. On June 6<sup>th</sup>, 2025, she left the island unexpectedly due to family emergency and states that the Company was very supportive, assisted with the purchase of her plane ticket and it was agreed that she would have an unpaid leave of absence for the period June 6<sup>th</sup> – 20<sup>th</sup> 2025.
7. The Complainant confirms that she was initially in contact with the Company and knew they would be requesting a landing permit to facilitate her return. She also confirmed that she did not return on the June 20<sup>th</sup>, 2025, flight as she did not have permission to do so. The Complainant agreed with the Company on a new return of July 13<sup>th</sup>, 2025, following a previously scheduled vacation.
8. On June 12<sup>th</sup>, 2025, the Company confirmed that the Complainant had successfully passed probation and was entitled to paid leave benefits.
9. The Complainant stated she did not receive a salary for the period June 21<sup>st</sup> – 30<sup>th</sup> 2025 and was advised that was due to the fact she had not returned. She challenged the Company on the basis that she was unable to return and stressed that she had not authorized unpaid leave beyond June 20<sup>th</sup>, 2025. Had the necessary permissions been in place, she would have returned on the agreed date.
10. The Complainant stated after several more lightly worded emails, on June 27<sup>th</sup>, 2025, she wrote a very detailed email asking for clarification regarding her employment, mismanagement of the work permit process, her pay and benefits and asking for a formal response.
11. On July 1<sup>st</sup> the Complainant followed up again. On July 4<sup>th</sup> the Respondent replied but did not address the material questions. On July 7<sup>th</sup> & 13<sup>th</sup> 2025, the Complainant reiterated her queries and requested a response. On July 21<sup>st</sup>, 2025, she escalated the matter to the CEO and in that correspondence, reiterated that she was still an employee of the company.

12. The Complainant states that she did not receive responses from anyone to her emails after the July 4<sup>th</sup> response from the General Manager.
13. The Complainant states that she was asked by the Company if she was planning to resign and confirmed that she fully intended to return to her position with the Company and had no plans to resign. The Complainant stressed that at no stage did she indicate any intention to terminate her employment.
14. The Complainant states that the Company decided to treat her as if she had terminated employment without any basis for doing so.

### **Tribunal's Deliberations**

1. The Tribunal, having heard the representations from both Parties, considered relevant provisions of the Act in determining whether the Complainant had been dismissed unfairly and was due compensation as requested in her claim.
2. The Tribunal was persuaded by the Complainant that she had not terminated her employment with the Company.
3. The Tribunal was not persuaded by the Respondent that they had received any verifiable source of information which confirmed the Complainant had, or intended to terminate employment.
4. The Tribunal was persuaded that the Complainant had passed the probation period and was entitled to the full benefits as outlined in her employment contract.
5. The Tribunal was persuaded that the action taken by the Respondent on July 8<sup>th</sup>, 2025, when they advised the Department of Immigration of their wish to cancel the work permit application, demonstrated their intention to terminate the Complainant's employment.
6. The Tribunal was persuaded that the action taken by the Respondent on July 30<sup>th</sup>, 2025, when they wrote to the Department of Immigration requesting that the work permit application for the Complainant be cancelled, constituted termination of employment.
7. The Tribunal was persuaded that as the Complainant was unaware of the actions taken to terminate her employment, she did not receive notice of termination or pay in lieu of notice.

8. The Tribunal was not persuaded by the Respondent that they are entitled to any financial claims against the Complainant as outlined in their statement of response, which requested an amount of \$1,000.00 for rent and \$977.52 for a cell phone contract cancellation penalty.
9. The Tribunal was persuaded that the Complainant should return any outstanding Company property to the Respondents within 15 business days of this order. Specifically the company cell phone and keys.
10. The Tribunal was persuaded that the Respondent must return any personal property belonging to the Complainant within 15 business days of receiving this order.
11. The Tribunal was persuaded by the Complainant that the actions taken by the Respondent do not meet the threshold for Termination of Employment in accordance with Section 18 of the Bermuda Employment Act. Therefore, the Tribunal was persuaded that the Respondent intended for the Complainants' employment to be terminated and award the Complainant six months' pay in lieu of notice in accordance with the terms of her contract and in accordance with Section 21 of the Act which states:

**Payment in lieu of notice**

21 (1) In lieu of providing notice of termination of employment in accordance with section 20, an employer may, at his discretion, pay an employee a sum equal to the wages and other remuneration and confer on him all other benefits that would have been due up to the expiry of any required period of notice.

(2) Where an employee terminates his contract of employment without notice in circumstances in which notice was required, and his employer has not waived the right to notice, the employee shall be entitled only to such wages and other remuneration which accrued at the date of termination.

(3) For the avoidance of doubt any payment made to an employee pursuant to this section shall be made in accordance with section 18(5).

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12. The Tribunal was not persuaded by the Respondent that they had permission or a justifiable basis to cease payment of wages to the Complainant between June 21<sup>st</sup> and her termination date which has been determined to be July 30<sup>th</sup>, 2025, the date written notice was sent to the Department of Immigration. Therefore, the Tribunal awards the Complainant payment of lost wages, less any applicable deductions, for the six-week period as indicated above.
13. The Tribunal was persuaded that the Complainant is entitled to payment for Unfair Dismissal in accordance with Section 40.1.c (Remedies: Unfair Dismissal).

## **DETERMINATION AND ORDER OF THE TRIBUNAL**

**The Tribunal**, in accordance with Section 18 (Termination of Employment), Section 21 (Pay in Lieu of Notice), Section 8 (Unauthorised Deductions) and Section 39 (Remedies: General) of the Employment Act 2000 ("the Act"), **makes an award** to the Complainant with respect to her claims, namely:

**The Tribunal**, in accordance with Section 21 (Pay in Lieu of Notice) of the Act, **awards** the Complainant a total of \$40,000.00 gross, an amount that represents six months' notice pay based on her gross annual salary of \$80,000.00. Payment in full must be made no later than **April 30<sup>th</sup>, 2026**.

**The Tribunal**, in accordance with Section 8 (Unauthorised Deductions) of the Act, **awards** the Complainant a total of \$9,230.77 gross, an amount that represents payment for the period June 21<sup>st</sup> – July 30<sup>th</sup>, 2025. This figure is calculated based on her gross annual salary of \$80,000.00. Payment in full must be made no later than **April 30<sup>th</sup>, 2026**.

**The Tribunal**, in accordance with Section 40.1.c (Remedies: Unfair Dismissal) of the Act, **awards** the Complainant a total of \$4,615.38 gross, an amount that represents three weeks salary for one completed year of employment. This figure is calculated based on her gross annual salary of \$80,000.00. Payment in full must be made no later than **April 30<sup>th</sup>, 2026**.

The Parties to this Hearing are reminded that the Determination and Order of this Tribunal is binding and that either Party aggrieved by this Order may appeal to the Supreme Court of Bermuda on a point of law only within 21 days following receipt of notification of the Order.

### **TRIBUNAL MEMBERS SIGNATURES**



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Ms. Kelly Francis, **Chairman**



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McKesha Smith (Mar)

31. 2026 17:26:00 EDT)

Ms. McKeisha Smith, **Deputy Chairman**

*Dawn Eversley*

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Ms. Dawn Eversley, **Member**

**Dated** this 1st day of April 2026

