

**IN THE MATTER OF A LABOUR DISPUTE UNDER THE EMPLOYMENT ACT 2000
PURSUANT TO PART VA SECTION 44B AND SECTION 38 BEFORE THE
EMPLOYMENT AND LABOUR RELATIONS TRIBUNAL ["The Tribunal"]**

BETWEEN

ABIGAIL BELFRAGE

Complainant

AND

**FERIA ALPHA
[Trading as GLORIA & COMPANY]**

Respondent

DETERMINATION AND ORDER

Date of Hearing: 27th February 2026

Place of Hearing: Department of Labour
Sophia House
48 Church Street
Hamilton HM 12

IN ATTENDANCE

Tribunal Members:

John Payne, Chairman

Robert K. Horton

Joann Adams [Attended remotely]

For Complainant:

Abigail Belfrage [Attended remotely]

Giles Belfrage, father of Complainant

Craig Rothwell, Cox Hallett Wilkinson Limited, Counsel for Complainant

For Respondent:

Did not attend.

BACKGROUND

1. A Directions Hearing was held on 28th November 2025.
2. Tribunal Members John Payne [Chairman], Robert K. Horton and Joann Adams were in attendance.
3. The Complainant attended remotely. She was not represented by legal counsel. However, her father, Giles Belfrage, was in attendance.
4. The Respondent was not in attendance.
5. The Tribunal, utilizing authority under section 44C (2), General Powers, and Schedule 2 subsection 20 of the Employment Act 2000 [“the Act”], proceeded to conduct the meeting, explaining the process and what would be expected from the Complainant regarding a Statement of Claim and the right to respond to any matter raised in the Respondent’s Statement of Defence should she so wish.
6. The Complainant advised that she would be travelling over the December period and would not be available to attend in person should a Hearing be held during that time.
7. Following the Directions Hearing, the Tribunal Chairman wrote to the Respondent on 2nd December 2025 indicating that the Tribunal was aware that several attempts had been made by the Department of Labour to mediate the matter, with no success. The Respondent was also advised that the matter had been referred to the Employment and Labour Relations Tribunal and that a Directions Hearing with a specific date had been set.

8. Additionally, the Chairman informed the Respondent that in accordance with provisions of section 44C of the Act, the Tribunal was authorized to proceed to hear and determine the matter in the absence of any Party, provided the Parties had been duly summoned. The Respondent was requested to respond to the Chairman's letter by 8th December 2025 and to advise of her willingness to participate in the arbitration process.
9. The Respondent replied by e-mail to the Director of Labour, apologizing for her non-attendance at the Directions Hearing and advising that she would be available for any future Hearing of the matter.
10. In lieu of another Direction Hearing, instructions were sent to the Parties, apprising them of required statements and exchange of documents. The instructions concluded by stating that a Substantive Hearing would be held on 27th February 2026.
11. To date, no Statement of Defence or any other communications have been received from the Respondent.
12. The Substantive Hearing was held on 27th February 2026 as appointed and again the Respondent was absent without offering a reason for her absence.

The Issue

13. The Complainant is seeking:
 - (a) A determination of unfair dismissal;
 - (b) Imbursement for the period worked; and
 - (c) Compensation in lieu of notice.

Pursuant to provisions of section 38(3) of the Act, as the Complainant is alleging constructive dismissal, she was directed to present her case, that is, she was asked "to prove the reason which made continuation of the employment relationship unreasonable".

Case of the Complainant

14. The Complainant commenced part-time employment with the Respondent on 15th March 2025 as a sales associate in a thrift shop. The Complainant indicated that no statement of employment or written contract had been provided for her.
15. It was agreed that the Complainant would work six hours per day from 12 noon Monday to Friday at a rate of \$17.50 per hour. The Complainant worked for the Respondent until 22nd April 2025.
16. The Complainant alleged that after two weeks of work, she asked for wages which were denied. She informed the Tribunal that after an additional three weeks' work in April, she still had not been remunerated.
17. The Complainant resigned on 22nd April 2025 because she believed that the Respondent was in breach of the employment contract.
18. The Complainant is claiming \$2,310 for approximately 132 hours of work.

Deliberation

19. The Tribunal, having heard the Complainant's evidence, considered applicable legislation and legal precedents.
20. The Complainant indicated that she had been employed part time. Should such be the case, then she would not be eligible for protection under section 5 (2) of the Act.
21. However, Section 4 **Meaning of "employee"** states:
 - (1) *For the purposes of this Act, "employee" means—*
 - (a) *a person who is employed wholly or mainly in Bermuda for remuneration under a contract of employment;*

(b) any other person who performs services wholly or mainly in Bermuda for another person for remuneration on such terms and conditions that his relationship with that person more closely resembles that of an employee than an independent contractor;

but does not include a person who falls within subsection (2).

(2) The following persons are not employees for the purposes of this Act—

(a) a person who is under the age of sixteen years;

(b) a casual worker;

(c) a part-time employee;

(d) a temporary employee;

(e) a student;

(f) a voluntary worker;

(g) such other class of persons as may be prescribed by regulations.

(3) for the purposes of subsection (2)—

“part-time employee” means a person who is employed by an employer for less than fifteen hours a week;

22. Therefore, as defined by the legislation, the Tribunal concludes that the Complainant cannot be classified as a part-time employee.

23. The Employment Act 2000 Part II, Conditions of Employment, requires the employer to issue a written statement of employment. Section 6 Statement of employment states (1) *Not later than one week after an employee begins employment with an employer, the employer shall give to the employee a written statement of the employment which shall be signed and dated by the employer and employee.*

24. Based upon evidence provided, the Tribunal has determined that the Respondent is in breach of section 6 of the Act as no contract was submitted for signature by both the employer and the employee.

25. The Complainant has alleged that she was constructively dismissed. To qualify as being constructively dismissed, the employee would have to prove four conditions.
26. These conditions are set out in legal authority HIREL Issue 252, paragraph 403 which states: *for the employee to be able to claim constructive dismissal, four conditions must be met:*
- (a) There must be a breach of the contract by the employer. This may be an actual breach or an anticipatory breach.*
 - (b) That breach must be sufficiently important to justify the employee resigning, or else it must be the last in a series of incidents which justify his leaving.*
 - (c) He must leave in response to the breach and not for any other, unconnected reason.*
 - (d) He must not delay too long in terminating the contract in response to the employer's breach, otherwise he may be deemed to have waived the breach and agreed to vary the contract.*
27. These conditions were also stated in the judgement related to the matter Interpetrol Bermuda Ltd and I B Hardy Levin, Civil Appeal no. 23 of 1986 as adjudicated by Justice da Costa.
28. In this instance, there is no doubt that the Respondent breached the contract of employment by not providing a statement of employment and failing to remunerate the employee for hours worked.
29. Both provisions could permit the Tribunal to introduce civil penalties as provided for in section 6 (7) of the Act whereby *"An employer who contravenes this section shall be liable to a civil penalty as may be imposed by the Manager or the Tribunal."*
30. The Act in its Interpretation defines contract of employment as *"any contract, whether express or implied, whether oral or in writing and whether or not in compliance with the requirements of this Act, which provides for an employee to perform specified services for an employer"*.

31. The non-payment for services can be classified as sufficiently important to justify the employee resigning.
32. After requesting payment and working a further three weeks, it can be determined that there was no other reason for the employee to terminate employment.
33. Paragraph (d) of legal authority HIREL Issue 252, paragraph 403 was fulfilled as the employment was terminated immediately after the non-payment of wages on 22nd April 2025.
34. The Tribunal is satisfied that the employee satisfied the four requirements for constructive dismissal as set out in legal authority HIREL Issue 252, paragraph 403.

Determination

35. Having heard the Complainant, having noted the unexplained absence of the Respondent and with no evidence to rebut the evidence of the Complainant, the Tribunal has determined that:
 - a) The Respondent is in breach of section 6 of the Act in that she failed to give to the Complainant a written statement of employment signed by both the employer and the employee;
 - b) The Respondent failed to remunerate the Complainant for services rendered; and
 - c) The Complainant was constructively dismissed.
36. In accordance with provisions of section 29 (2) of the Act, the Tribunal concludes that the Complainant has been constructively dismissed.
37. The remedy for unfair dismissal as set out in section 40 (1) (a) (b) (c) of the Act is reinstatement, re-engagement or compensation.

38. Subsections 40 (1) (a) and (b) are not applicable in this instance as the Complainant has relocated abroad; therefore, the level of compensation was considered. However, the Tribunal took note of subsection section 40 (4): *A compensation order shall, subject to subsection (5), be of such amount as the Tribunal considers just and equitable in all the circumstances, having regard --*

(a) To the loss sustained by the employee in consequence of the dismissal in so far as that loss is attributable to action taken by the employer;

39. The Complainant, having been employed by the Respondent for less than a year, would normally not be entitled to severance allowance under section 23 of the Act. However, the Tribunal considered the part played by the Respondent or the lack thereof in the arbitration process preceding the Hearings and during the Hearings themselves.

40. Under section 44C (2) the Tribunal may award the payment of compensation in specific instances.

41. The Act 44C (2) states: *without prejudice to the generality of its power under subsection (1), the Tribunal may award the payment of compensation to an employee where the employee cannot be reinstated or re-employed in his former position;....*

42. The Tribunal, noting that the Complainant was not paid after two weeks' service, assumes that the pay period was every four weeks. In these

circumstances. The Tribunal awards the Complainant compensation of four weeks in lieu of notice.

43. Section 39 (2) Remedies: general of the Act directs that the Tribunal shall order the employer *(b) pay to the employee not later than such date as may be specified in the notice, the amount which the Tribunal has determined represents any unpaid wages or other benefits owing to the employee.*

44. The Complainant is entitled to compensation in lieu of notice under section 21.

Order

45. The Tribunal hereby orders that:

- I. the Respondent pays the Complainant the sum of \$2,310 for unpaid wages.**
- II. the Respondent pays the Complainant four weeks' wages in lieu of notice, that is, the sum of \$2,100.**
- III. the Respondent pays the Complainant \$1,000 as provided for in section 44C (2)**
- IV. All amounts are to be paid to the Complainant by 31st March 2026.**

Post Tribunal Procedural Matters

46. In accordance with provisions of section 44E (3) of the Act, no report on or comment on this matter may be made by either party that is not a fair and accurate report or summary of the proceedings.

47.If either party makes any report on or comment on this matter contrary to section 44E (4), such party shall be liable to a civil penalty.

48.Both parties have the right to apply to conceal any matter of the Hearing/Award as outlined in section 44F (3) Notification and publication of award of the Act.

49. In accordance with provisions of section 44K of the Act, either party aggrieved by this decision has the right to ask a question about interpretation of the Tribunal's award.

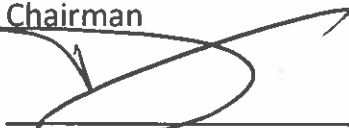
50.In accordance with provisions of section 44O of the Act, either party aggrieved by this award has the right to appeal to the Supreme Court on a point of law within 21 days after receipt of notification of the award.

51.The Tribunal does not award legal costs to any party to these proceedings.

Dated this 30th day of April 2026



John Payne
Chairman



Robert K. Horton
Deputy Chairman



Joann Adams
Tribunal Member