

In the Matter of the Employment Act 2000

In the Matter of the Employment Tribunal

Claimant

v

XBTO INTERNATIONAL LTD.

1st Respondent

and

STABLEHOUSE LTD.

2nd Respondent

Panelists: Charlene A Scott FCI Arb Chairman
Lorrita Tucker Deputy Chair
Paget Wharton Panelist

Counsel: Vaughn Caines of Forensica Legal for the Claimant
Juliana Snelling of Canterbury Law for 1st and 2nd Respondents

Witnesses: the Claimant

Michael Chauliac Chief People & Marketing Officer for 1st & 2nd Respondents

Directions: 9 February 2026

Hearing Dates: 11 May 2026
8 June 2026
19 June 2026
21 July 2026

Submissions filed – 3 August 2026

DECISION

1. There had been a Directions Hearing on 9 February 2026. The Tribunal convened on 11 May 2026 to hear the issues raised by the Claimant and were unable to proceed to a full hearing as the Claimant was not in attendance due to the time. However, some of the preliminary issues that the Tribunal were going to canvas were confirmed. The Chairman stated that the Employment and Labour Relations Tribunal Hearing was to be conducted in accordance with section 44B(2) and section 44C, the General Powers of the Employment Act 2000 (the Act). At

one point in the hearing, the Chairman reminded all that the Tribunal can and shall regulate its own proceedings as it sees fit pursuant to Schedule 2 (20) of the Act.

2. The Tribunal referred the Parties to section 44E of the Act- Power to Exclude the Public that provides, unless both parties consent, to exclude the public or any representative of the press where it considers it necessary or desirable to protect privacy to a hearing. One of the parties wished to exclude the press and the public while the other party wished to have members of the press and the public attend. The Tribunal took no sides on this point and proceeded ahead with the case.
3. The parties were given an opportunity to make remarks and then the Chairman afforded the parties the opportunity to meet without the Tribunal's assistance to engage in meaningful dialogue to attempt to reach a settlement to their dispute. After a short period of time, the Tribunal returned to the table with the parties still at an impasse. This was attempted on a second occasion when the Claimant was in attendance at the hearing resulting in the same impasse. On that first occasion, the Claimant was not feeling well and we believe efforts were made by telephone to be in contact with her to no avail.
4. The Claimant claimed that she was unfairly dismissed within the meaning of sections 28 and 30 of the Act and desired compensation under section 40 of the Act as well as any unpaid statutory and contractual debts, including withheld health premiums, life insurance, short and long term disability insurance and AD&D insurance; compensation for disability discrimination under the Human Rights Act 1981; damages for wrongful dismissal; a declaration in respect of 23 December 2024 letter by Mr. Chauliac had no contractual effect; compensation for the loss of unvested share options; aggravated damages and injury to feelings, interest and such other equitable relief as the Tribunal considers just and equitable.
5. Most of what was pleaded was beyond the scope of the Tribunal's jurisdiction and by the time the trial actually got underway, the actual claim was reduced to unfair and/or constructive dismissal. Everything else had to be stripped away as they were aspects not within our jurisdiction or adjourned without prejudice.
6. The Respondent's reply was that nothing was owed to the Claimant; that they had paid her more than what was owed to her in the circumstances and that she had terminated herself by repudiating the contract with the 1st Respondent at the consultation meeting held on 7th February 2025.
7. The Claimant's and the Respondent's Written Closing Submissions assisted in forming the basis of the Tribunal's deliberations.
8. Having heard the evidence and considered the documentary evidence as presented to us, the Tribunal concludes that the Claimant's claims fails in their entirety, are without merit and will not receive any monetary award.
9. This employment case was thwarted with many distractions. 'Let's look here ... no, let's look over there ... let's find a plausible reason to say that XBTO Intl. was in the wrong.' From where we sat,

it appeared that the 1st Respondent (referred to as 'the company') did their level best, through its Chief People & Marketing Officer, Mr. Michael Chauliac, to clarify any misunderstandings, to accommodate the Claimant's concerns raised in the circumstances and of most importance, the Claimant chose not to participate in the arranged remote potential redundancy consultation process but chose instead to obstruct and to focus on what she deemed to be true in the circumstances and not the reality of the situation. As it became known through the evidence, the Tribunal were informed that the Claimant was already gainfully employed at another full time job, attending that said job during the time that she was supposed to be working for the company without amending or re-negotiating those contracted work times.

10. The Department of Labour Inspector referred this complaint on 19 December 2025 to the Director of Labour who in turn forwarded the same to the Chairman of the Employment & Labour Relations Tribunal. This Employment Tribunal received the referral complaint on 14 January 2026 and proceeded to act on it thereafter. Prior attempts by the Labour Relations Inspector to conciliate and to settle this complaint for unfair dismissal and redundancy were unsuccessful.
11. How did we arrive here? Let's first look at the Respondent's role and its actions in this matter and then look at the Claimant's role and her actions in this matter.
12. Mr. Chauliac joined the 2nd Respondent company in June 2021 as President, overseeing product marketing, Human Resources (HR), and operations. Following the acquisition of the 2nd Respondent company by XBTO Global Ltd. in December 2023, his title transitioned to Chief Operating Officer for this company where he led the integration of the newly formed group across People, Operations and the Go-to-market. As the product offering expanded, he took on the role of Chief Marketing & People Officer of XBTO Global and XBTO International Ltd. (1st Respondent), the employer of the Claimant. In July 2025, he transitioned to a consulting role where he provided consulting services to the 1st Respondent. He has worked between Bermuda, US and France restructuring teams to align with the entity's strategy, placing the right people in the right roles and executing the talent strategy for the group. He oversaw performance management, compensation planning, and the hiring of senior executives to support the 1st Respondent's expanded product offering.
13. The company is a regulated entity providing digital asset management services while the 2nd Respondent is also a regulated entity operating a crypto platform. The 2nd Respondent – StableHouse Ltd. never was the employer of the Claimant and thus has no relevance in these proceedings.
14. The Claimant was employed by the 1st Respondent company on _____ as the _____ with a starting salary of \$4600.00 monthly or an annual salary at \$55,200.00 throughout her employment with them. Her daily attendance working times were from 10:00 am to 3:00 pm, up until such time as she was no longer employed with them. These times did not change nor were they ever re-negotiated. The duties of this position were as follows but not limited to:

- *Handle phone calls and answer inquiries;*

- *Act as a host, and main point of contact, for visitors to the office and conduct professional and efficient reception service;*
 - *Arrange and set up full meetings, appointments, teleconferences, video conferences as required for staff;*
 - *Assist with maintenance of various contact databases;*
 - *Serve as the point person for matters related to office maintenance, mail courier, catering, supplies, equipment and errands;*
 - *Organize travel and accommodation arrangements for employees as required;*
 - *Provide support for the executives in all matters as required;*
 - *Other responsibilities as needed to ensure quality client service.*
15. Because of the small office environment, there may have been some ancillary administrative and operational tasks including health and safety matters, etc. Let us digress for a moment as this is where the 2nd Respondent comes into play for a very, very short period of time. The Claimant was requested to assist them with some of their HR concerns and perhaps some of the duties listed in paragraph 14 above. From the evidence led, it appeared that from 11th October 2021 to the end of March 2022 (some 5 months), under the terms of a Side Letter dated November 15th 2021, the Claimant, reported to Stephanie Shih, then Legal Counsel for the 2nd Respondent, assisted the 2nd Respondent for no more than 10 hours a week, with certain HR functions, such as onboarding/off boarding officers connected with the 2nd Respondent and at no time did it appear to interfere with whatever she was doing for the 1st Respondent. In fact, it would appear for intents and purposes, a seamless fit and she managed whatever the assignments and the tasks given to her by both Respondents.
16. The Claimant was claiming that there were monies owed for the services rendered to 2nd Respondent from back then and that she did not wish to raise it externally then for fear of retaliation. This failure to discuss her concerns occurred some three years prior to the start of this complaint. When one stops and considers what she may have been doing, how does one effectively separate and place a monetary value on the mixed administrative tasks for each company which could be as simple as making phone calls or redirecting telephone calls; following up emails with internal IT techs or with external companies, for instance.
17. The agreed salary per hour was same for both positions. It would seem that the time spent in one area working offset the time not spent in the other area. It did not come across to the Tribunal that additional hours were required for the Claimant to complete any of her tasks with the 1st Respondent.
18. In any event, we have no evidence (e.g.- a side tracking sheets noting the various tasks done at the time that signed or initialed by the person she reported to then) before us of the Claimant's completed tasks done for the 2nd Respondent during her time with them between October 2021 through to March 2022 that were covered in the requisite 10 hours. So all of the bravado becomes a non-issue.
19. On 1 March 2022, Nicholas Genechesi, the Director and CEO at the time for XBTO International Ltd. sent the Claimant a letter which effectively gave the requisite 30 Days' Notice to terminate her

role with the 2nd Respondent. Because the Claimant indicated that she did not sign her name to the document for her own personal reasons takes the matter nowhere. The following is a synopsis of a reply email dated February 18, 2022 from the Claimant to Ms. Shih, acknowledging the end of her commitment with them and this reply was provided in evidence from an email from the Respondent's bundle:

'... Thank you for your email and the opportunity to assist with the tasks for StableHouse Ltd. It was a pleasure indeed!

As agreed, and in accordance with paragraph C of the Side Letter("the Letter") dated November 15, 2021, I accept the 30 (day) written notification whereby the additional role will terminate as of March 31, 2022.'...

20. The 2nd Respondent will not be held hostage for alleged outstanding monies; nor does it have time to play around with employees who seem to operate on a different spectrum. A timely notice was effectively given to the Claimant by the then Director and CEO as well Legal Counsel having reminded her of the same that she was no longer required to assist them and she, the Claimant duly acknowledged the same. Further the Claimant had no contractual relationship with the 2nd Respondent, except for the duties performed as per the Side Letter, for that very short time. Thus her claim for any owed monies from the 2nd Respondent falls away and is dismissed.
21. Another point of contention as well as an unnecessary distraction raised by the Claimant was that the company had not paid her health insurance since she joined the company. When she joined the company back in _____ she chose not to elect the company's insurance plan with Argus (as it was then named), but rather she chose to remain covered under her husband's insurance plan and ticked the box accordingly. Documentation accords with her decision. Then, on _____, some _____ months into her employment with the company, she returns to the Human Resource company who is in charge of enrolling employees with the company's insurance plan and attempted to make it look as though she was omitted from the company's insurance plan since she started back on _____.
22. The Tribunal do not know if she just plain forgot what she signed up for or was she being manipulative. After she became enrolled in the major medical group health plan for the company, the Claimant then decided that she wanted to be reimbursed for the monies that the company had allegedly 'saved' by not enrolling her in the insurance plan back in _____. One is only reimbursed for an actual medical claim, not for a savings to the company. Such a response was forthcoming to the Claimant after receipt of an email from the Bermuda Health Council (BHC) where they advised that they *'... could not move on an investigation as there was no outstanding medical claim...'*
23. The Tribunal had never heard of this kind of reimbursement for an employee for not being enrolled in a medical plan with their respective company while being enrolled in another health plan. Thus far, we take judicial notice that there is usually only one main insurance provider ascribed to each employee and/or their family and that there is no refund to an employee for not joining that the original company's insurance plan at the time when hired in the company. The BHC sent an email to the company dated January 21, 2025, advising that an employee could *'... not get cash. If they*

want insurance through their employer and not their spouse, their employer is required to provide standard health benefit coverage and get major medical/supplemental through their spouse.'

LAW

24. Section 30 (1) of the Employment Act 2000 (the Act) states as follows:

'... An employer may terminate the employment of an employee whose position is redundant'.

Sub-section (2) states as follows: *'An employee is redundant for the purposes of this Act, where the termination of his employment is, or is part of, a reduction in the employer's work force which is a direct result of any of the conditions of redundancy.'*

Sub-section (3)- *'The following are the conditions of redundancy--
... (d) the reorganisation of the business ...'*

(4) Before terminating the employment of an employee for redundancy, the employer shall, not less than 14 days before giving notice in accordance with section 20-

(a) inform the employee ... or other representative (if any) of the following information-

(i) the existence of the relevant conditions of redundancy;

(ii) the reasons for the termination contemplated;

(iii) the number and categories of employees likely to be affected; and

(iv) the period over which such termination is likely to be carried out; and

(b) consult the employee and the employee's trade union or other representative (if any) on-

(i) the possible measures that could be taken to avert or minimize the adverse effects of such redundancy on employment; and

(ii) the possible measures that could be taken to mitigate the adverse effects of any termination on the employees concerned.

25. Section 20(1) of the Act refers to the minimum periods of notice in writing and sub-section 2(c) refers to where periods of notice are regulated by contract ... or otherwise by agreement between the employer and employee ... The Claimant's contract had a clause of three months' notice for giving effect to a termination. That point was never reached as the Claimant repudiated her contract at the potential redundancy hearing on 7th February 2025. That aspect could have been easily negotiated between the parties and remedied by a payment in lieu.

CONSULTATION

26. On 7th February 2025 and on a remote call at 11:00 am, in accordance with section 30(4) of the Act, Mr. Chauliac, Danielle (), and the CFO attempted to consult with the Claimant. This section 30(4) reads as follows: *'Before [our emphasis] terminating the employment of an employee for redundancy...shall inform the employee ... shall consult the employee ...'* The bottom line is that in accordance with the law, the employer and the employee both need to meet and discuss the next steps forward. The Claimant cannot attend for a mere 12 minutes or so, displaying hostile, disparaging comments and making idle threats and aggressive behaviours,

have no other interaction with company representatives in attendance and offer up nothing more than saying that 'it's a sham.' with no supporting documentation. Her few words do not equate to a consultation.

27. The Claimant's entire affect was vitriolic and at the end of the day, she failed to consult about anything. She just spewed words of anger and made assertions without providing any supporting evidence. The Tribunal listened via a flashdrive to the entire 12 minutes of this vitriolic and disparaging tirade. It was both offensive and hostile. It clearly demonstrated a level of disrespect for the company. Some of her threats were around disclosing information about the company to other agencies which clearly went against the non-disclosure agreement she had signed when she joined the company in .
28. Within those few minutes, the Claimant said that she was not employed. Danielle, the HR consultant in Miami, told her not to say that because she was not terminated as at the time of the meeting nor had they even consulted on anything relating to the potential redundancy. The consultation period had not concluded and decisions were not finalized. The Claimant's response to her was:-

"No, I'm not employed. No. And your behaviour has made it impossible for me to even continue an employment relationship with you...."
29. A recent Bermudian case - Calvin Simons v The Public Service Commission & The Minister of Public Works Civ 2023: No.51 just highlighted the need to follow through on a request from the Public Service Commission (PSC), the important public organization for the placement of government personnel in respective departments. Mr. Simons failed to attend an interview offered by the PSC and was offered a subsequent interview by the Department of Workforce Development who were attempting to help him find a way to achieve success in getting the post he desired. He did not respond to an email request either nor did he attend the interview. This refusal to attend the interviews were much to his detriment and a loss of that opportunity. Likewise in this case before us, the Claimant lost an opportunity to consult with the company and provide a few ideas on how she might effectively continue to work with the company.
30. The Claimant in this case before us cannot have it both ways: by law, she had to be informed, she had to attend the meeting and most importantly, she had to consult. When she attended for those few minutes, she was discourteous and belligerent. She presented nothing of substance to the company representatives and announced that she was no longer employed by them. The company representatives never said that she was terminated, did not provide any literature to that effect and all she said was that it was a sham with nothing in support of her claim; just idle threats.
31. The Claimant failed to read and to appreciate how section 30(4)(b) was to be interpreted. There are necessary steps prior to introduce what is entailed in the potential redundancy and then there is the very important consultation aspect which the Claimant did not follow or partake in. She left the meeting within 12 minutes without hearing anything substantial about the potential redundancy and what it would entail nor did she offer up anything to consider in the circumstances. What she did hear from in the meeting was to not say that she was not employed or terminated

as such a decision had not yet been made in respect of her. She did a huge disservice to herself by not attending.

32. According to the dictionary, a consultation is a formal meeting or discussion where people share facts, talk over ideas, and/or ask an expert for advice before making a choice. The Merriam Webster dictionary explains that a consultation is to consider or to refer to something. The meeting with Mr. Chauliac, the expert, the very person leading this redundancy, was set for Friday 7th February 2025 so that the parties amicably meet and discuss what this potential redundancy entailed in light of the meaning of section 30(4)(a) and (b) of the Act. The final result was that there was no consultation meeting held due to the Claimant's refusal to participate. She left out of there with nothing productive being said by her.
33. At the end of the day, the company has to prove that it did its due diligence in notifying and consulting with the Claimant and for that matter, any and all persons connected with the potential redundancy. They had to provide the day, date, time and the medium of how the meeting would be conducted in order that they consult and then to move on. All of that information was laid out in the phone call made in the afternoon of and then followed up in the letter of 31 January 2025.
34. We have to back up for a moment. The Claimant had taken a number of leave days (both annual and sick days) in 2024 as well as submitted accrued time-in-lieu days. In an effort to close out the 2024 year with accuracy in respect of her HR attendance file, in early December 2024, Mr. Chauliac emailed the Claimant and requested that she verify her leave time, update the same and return the completed administrative task. She made the exercise about updating her leave time into an exercise about doing work while she was on 'sick leave.' The dates and the times out/time-in-lieu were all related to her and nobody else and this was information that should have already been up to date in the company's records in any event and was not. Since early November 2024, requests had been made to the Claimant to update her leave information with no success.
35. So on 23 December 2024, Mr. Chauliac emailed her a schedule of what the company had calculated to be her annual leave, sick leave and time-in-lieu that would remain on their files. In an effort to balance out the outstanding sick days, payment was combined from a mixture of remaining vacation days and time-in-lieu days. The actual number of sick days taken in 2024 exceeded the allocated days by 4.5 days. The email explained how the days were accounted for and how they managed to round up the 4.5 and paid her for 5 additional days which they took from the new upcoming year. These were days pulled from the new 2025 year which had not started yet.
36. The final statement in that December 2024 letter advised her that going forward as it pertains to leave, the Claimant could only carry over a maximum of 5 days with no entitlement to payment in lieu of accrued vacation, 20 vacation days, 8 sick days, and if two or more consecutive days are used, a medical certificate should be provided. This appeared to be a way to better manage such leave days going forward.

37. In the final paragraph of that letter, the Claimant was reminded about the normal working hours of her position as well as the fact that where prior approval was needed, it should be sought before she attempted to request any overtime or time-in-lieu, that she needed to speak to her manager first and receive prior written approval. The prior written approval had not been happening on a regular basis and thus the reminder. Much of this basic job communication information was being laid out to the Claimant because as Mr. Chauliac provided in evidence, they did not know what she was doing.

POTENTIAL REDUNDANCY TRIGGER

38. On 31st January 2025, on a phone call with the Claimant and the CFO, the person she reported to in the company, Mr. Chauliac gave notice of a potential redundancy of the company. This became the trigger for all that was to follow with the company's reorganisation in accordance with section 30(3)(d) of the Act. At that time, the category of employees in Bermuda to be affected was estimated to be three (3), those potentially being the _____ and the Data Engineer. There was no response from the Claimant during this call except for when she spoke towards the end of the call and commented on the fact that the end of the consultation period was on 14th February 2025 - Valentine's Day.
39. This is where Mr. Chauliac highlighted that they would begin a 14 day consultation process with her. As per the law, they wished to consult with her and hear her views before a final decision was made. He added that they looked forward to the Claimant's input and would consider any proposals made to them over the next 14 days which could be sent via email for their consideration. The scheduled meeting date and time for the Claimant was Friday 7th February 2025 at 11:00 am Bermuda time via video. They stressed that no decision about the potential redundancy would be made until after [our emphasis] the conclusion of the consultation period, i.e., after 14th February 2025. Up to that point in time, the Claimant was still employed by the company. This notification fits in line with what is required in section 30(4)(a) of the Act. The notification of a potential redundancy became the triggering mechanism for all that followed. There were no formal applications before the company for unfair dismissal or constructive dismissal at this time. Such claims were submitted by the Claimant only after the 14 day consultation period.
40. This is when they also informed her that she was not required to attend the company's offices during the consultation period, but that she was to remain contactable to answer any questions. Coupled with this non-attendance at the company was the fact that her security pass and IT access would temporarily be disabled and if the redundancy did not occur, all would be reactivated. They stressed that she must [our emphasis] report to the consultation meeting scheduled for her on 7th February 2025 at 11:00 am. They followed up this phone call meeting in a letter dated 31 January 2025. The letter stressed keeping the contents private and confidential, save for sharing the terms of the consultation with immediate family members or legal/financial advisors.
41. As an aside, when informed that her security pass and IT access would be temporarily disabled during the 14 day consultation period, this seemed to draw more consternation from the Claimant. Frankly, we were astounded that she was upset. We had evidence before us that she had recently

started a new job and was working full time- 35 hours a week, had recently returned from six (6) weeks sick leave in January 2025 and found it strange that this aspect would concern her. We thought that this would have been a plus for her- collecting a double salary with ease after what she managed towards the end of 2024 by claiming sick leave with the company and starting a new job with the

From where we sat, listened and observed, we felt that that she might have felt untouchable, i.e., that no one would discover she had the second job and now, here it was, roles in the company were going to be extinguished to a potential redundancy, her role being one of them.

42. The writing was on the wall so to speak that changes in some of the company's roles were afoot. We know that she liked the idea of receiving the two paychecks as she said in evidence. However, with the knowledge she has about contract law from her practice as a paralegal, she might have been able to work out a good leaving package with the company. Alas, not to be the case because as we observed that at the beginning of hearing, she declined the offer the company made to her probably thinking that she would get something better.
43. Both verbally and in the potential redundancy letter of 31 January 2025, Mr. Chauillac told her that the company was assessing its future operational requirements and efficiencies with plans to reorganize and amongst other things, that it was essential for them to continually optimize the organization, stay agile, efficient and aligned with their strategic goals; that there would be changes to enhance operational performance and reduce costs while reinvesting in critical areas to support long term growth. We accept that these goals are all in line with a business's growth and future success.
44. The reorganisation will potentially affect the facilities function in both Bermuda and Miami, making these roles redundant. Amongst matters they considered was that these roles do not justify the continuation of dedicated individuals. These changes were all operational business strategies. These changes were not about a particular age, sex, gender, nationality, experience, etc. They were reviewing roles at this time and not necessarily the people in the roles. Mr. Chauillac clearly stated '*these roles*' and did not name the names of the persons currently holding those positions. The Tribunal felt the explanation provided by Mr. Chauillac about future operational requirements and efficiencies, etc. were sufficient enough reasons for the potential redundancy. (*Polkey v AE Dayton Services Ltd.* (HL) 1988 AC 344) She was informed that more information would be forthcoming in the consultation meeting, which by the way, never happened with the Claimant.
45. The Claimant was informed that any savings from these proposed adjustments would be reinvested in areas that were critical to the company's growth, all to better serve the evolving needs of their clients and stakeholders. Again, these were business decisions, not personal attacks on anyone. As the Tribunal listened to the evidence, it became clear that the position of the Bermuda role would more than likely not survive the reorganisation. The Claimant would have to greatly justify the role of the . It became pellucidly clear that the company was only carrying forward those positions that would fit within the scope of building and expanding the company, not draining it. Unfortunately, the role in Bermuda does not and would not carry that dynamic.

46. In accordance with section 30(4)(b) of the Act, this consultation period was where matters pertaining to her relationship in the company would be discussed. It would be the Claimant's opportunity to consider her role in the company going forward, if that. She often compared herself to the HR person in Miami and during this consultation period, she could have put herself forward for that position or used the time to research other possible positions in the company and discuss the same. By the company limiting her access to the office, it would also give the company an opportunity to re-evaluate how valuable or not, that position was in the Bermuda office.
47. The _____ position did not generate funds nor was it income-producing. When asked who else could _____ when she was out on annual leave or on sick leave (we did note that she was out of the office for some 50 days in 2024), the answer given was that anybody can do her limited duties.
48. The company was globally re-organising itself. Some positions would remain, some be absorbed and have additional duties, some employees be moved to other countries. In January 2025, the executives were considering all the necessary aspects to make their companies more viable in the world markets and not only in Bermuda. No permanent solutions were made at that time; just suggestions and looking at their bottom line. It was clearly a global business decision in line with business practices to enable the company to grow and expand in global markets and in competitive ways. The reduction of certain roles in the company was reviewed objectively in accordance with what these various roles cost the company. When all aspects were taken into consideration, it is a legitimate business decision and not a personal one.
49. In the end and looking back at the reorganisation, there were approximately seven (7) Bermuda staff scheduled to have discussions with Mr. Chauliac and their respective managers and thereafter he would make a decision concerning them in respect of the company's goals, the Claimant's name being included. Overall, fifteen individuals exited the company- four (4) in technology, five (5) in front office and six (6) with _____ functions (the Claimant's position was included here). So when she alludes to a sham redundancy, there is clear proof that there were others who were made redundant for business reasons. Further, the Claimant was only giving lip service about a sham and submitted absolutely nothing in support of her accusation.

CONSTRUCTIVE OR UNFAIR DISMISSAL

50. This was not a constructive dismissal case as it is the employee who terminates her contract without notice where the employer's conduct has made it unreasonable to expect the employee to continue the employment relationship, having regard to the employee's duties, length of service and circumstances. (Section 29 (1) of the Act). She made such a claim that their behaviour made it impossible for her to continue working with them. See Paragraph 28 above. That makes sense in that the company had just triggered a potential redundancy situation and the Claimant would no longer be able to show up in the company for a short moment and then leave. She would not be able to continue to work as she did. Nor would she be receiving the two paychecks at the end of the month.

51. The Claimant had previously enjoyed the fact that she had flexibility in her working day. She was able to manage working the two jobs in the same time periods. Apparently, the company made it easy for her to carry out her duties as there seemed to be not too much oversight on whatever it was she was doing. If her manager brought certain matters to her attention, the Claimant brought a grievance against that manager because she felt micro-managed and did not get the time off as requested. The Claimant did the same thing with her new job when she could not have a day approved to work from home. However, those are one-off events which would not cause someone to say that she cannot continue the working relationship.
52. This is not unfair dismissal as the company never dismissed her. Nothing verbally was stated to her. Nothing was put in writing. There was nothing in the evidence before the Tribunal that demonstrated that the company unfairly dismissed the Claimant. To their credit, up until the 13th February 2025, the company was still asking the Claimant for any thoughts she may give towards the potential redundancy. Nothing ... They were exercising their right to reorganize the company for business reasons as they saw fit and had begun the process, much to the chagrin of the Claimant.
53. Further, she only made such claims about constructive dismissal or unfair dismissal after the potential redundancy meeting, she not having consulted with the company as was requested.
54. She herself terminated the contract by not consulting with the company representatives on the 7th February 2025 at 11:00 am. She entered the video conferencing with an attitude of belligerence and aggressiveness and then in the meeting, the Claimant told the other attendees that she was terminated, i.e. no longer employed by them. When asked not to say that as no decision had been finalised yet, she got angrier and repeated that she was terminated. She then left the meeting after 12 minutes of aggressiveness towards the representatives of the company and effectively disqualified herself from any future consideration to be connected with the company.
55. Unambiguous words of resignation are given their plain and ordinary meaning, but *Kwik-Fit (GB) Ltd v Lineham* [1992] ICR 183 (EAT) qualifies that: where words are said "*in a moment of anger or in the heat of the moment,*" or where there is a disability or mental-health dimension, the employer must not accept the supposed resignation too readily but must let a reasonable period pass and check whether the words reflect the employee's true and continuing intention. An employer who instead seizes the opportunity of the moment is taken to have dismissed her. In this case, the Claimant repeated that she was no longer employed or terminated when no one in the company had informed her of such. Days went by and she was still claiming a termination when that term had never been used by her employers. The Claimant herself had repudiated the contract.
56. One last comment on the Claimant's credibility in this matter. The Tribunal found the evidence of the Claimant operating as being less than truthful and what we viewed as being deceitful, the biggest deceit being the use of two medical certificates from two separate doctors, provided to the 1st Respondent which then covered her start date at a new job which then carried on for some 6 weeks at this same new job. Employers cannot look behind a medical certificate and have to accept it as it is presented to them. No amount of the Claimant saying in evidence that there was

nothing in her contract prohibiting her from having a second job remedies this. That may be true if the employment time was perhaps on different days and/or either later or earlier times in the day than at the same time she was contractually committed to working for the company. In essence, she was pretending to be sick or pretending to need a mental health break when she was out working at another job site as well as working longer hours than what she worked for the company.

57. Counsel for the Claimant provided us with Perry v. Imperial College Health Care NHS Trust 2011 WL 2748584 (2011) where the Appellant in the case provided a letter from her GP aimed at clarifying her ability to perform some aspects of her work between 2007 -2009. She was a mid-wife as well as a Family Planning nurse. The clinic for the post where she worked as a nurse was less than 100 yds from her home which provided her easy access. The other position required her bicycling around to the patients. The attendance time for each position was mutually exclusive. She worked 19 hours at one position and 10 hours at the other. There was no overlapping of time. Her appeal was upheld.
58. In the case before us, there was a clash of the times to work; there was no medical certificate to say she could work part time; rather one medical certificate from one doctor spoke to her having 15 days off work for [redacted] and the other doctor's medical certificate just filled in the days to be out of work. However, being afforded paid sick leave because one is allegedly sick in one job and then working full time during that same time period with another job is someone who is severely lacking in integrity.

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CONCLUSION

59. In conclusion, the Tribunal takes into account the evidence as was led before us and on the balance of probability, we dismiss this claim in its entirety. There will be no monetary award of any kind for the Claimant, all such monies owed to her by the company having been paid already. There is nothing owed to the Claimant for any work completed for the 2nd Respondent. All such claims are hereby dismissed. Through her own miscalculations, she failed to avail herself of the options offered by the company at the requisite time.
60. Further, we find no grounds for unfair dismissal or constructive dismissal. All such allegations are dismissed.
61. The parties to this Hearing are reminded that the Decision of this Tribunal is binding.
62. Any party aggrieved may appeal to The Supreme Court of Bermuda on a point of law. See section 44 O of the Act.
63. The Tribunal makes no further determination in this matter and as such is *functus officio*.

Dated this 3rd day of September 2026.



Charlene A Scott FCI Arb
Chairman



Lorrita Tucker
Deputy Chair



Paget Wharton
Panelist