TRINIDAD AND TOBAGO

IN THE INDUSTRIAL COURT OF TRINIDAD AND TOBAGO

Trade Dispute Number 362/2011

Between

NATIONAL UNION OF DOMESTIC EMPLOYEES

PARTY No.1

And

NUCORE SECURITY AND JANITORIAL SERVICES

INCORPORATED LIMITED

PARTY No.2

**STATEMENT OF EVIDENCE AND ARGUMENTS OF THE PARTY No.2**

**EVIDENCE OF PARTY No.2**

1. Nucore Security and Janitorial Services incorporated limited (hereinafter referred to as Nucore Company) is a company carrying out general construction services with its registered office at #19 Laventille Road, East Dry River. Ms. Erica Augustine is the Managing Director of the said company
2. Nucore company was registered on 24th of June, 2003 under the companies Act, 1995. A copy of the registration certificate is hereto attached and exhibited as “A”.
3. The National Union of Domestic Employees (hereinafter referred to as Union) brought an industrial action against the Nucore Company in the Trade dispute number 362/2011 for dismissal on January 31st, 2011 of Andrew Hovell, a driver employed by the Nucore Company.
4. Andrew Hovell was employed by the Nucore Company between the periods November, 2008 and January 2011 as a contract driver on a month to month basis. He was offered a monthly salary of $3,000 dollars , which he opted to take Fortnightly together with Two Hundred dollars per fornight for diesel he would have to use in the company vehicle.
5. Andrew Hovell was allowed to keep the company’s vehicle after working hours and weekends .
6. Nucore company had a sub contract with the Housing Development company office, Morvant office, of transportation of workers and materials from Morvant office in and around Housing Scheme.
7. Mr.Andrew Hovell, was assigned to do such Work. In 2011 the Nucore Company started receiving reports from the HDC , Morvant office that Mr. Andrew Hovell is coming to work late and leave the office early. When asked about it he informed the Nucore Company that he was doing some job and that he would make sure the agreement between the Company and him does not suffer.
8. In the month of November, 2010 the Managing Director , Miss Erica Augustine was asked to come in to the area office of the HDC and the Manager/Management informed her that the worker Mr. Andrew Hovell was getting worse, even after the Manager of the HDC morvant office had spoken to him on many occasions in the presence of the Secretary, of his conduct of leaving early and arriving late. He also informed her his conduct elevated to false claim for services done by Mr. Andrew Hovell. He would influence one of the foreman to sign the daily order book without providing the services. It was a system of the HDC that the services provided would have to be entered in an order book and this order have to be signed by the secretary and the manager before the payment can be processed by the HDC head office to the Nucore Company. Copies of the order forms are hereto attached and exhibited as “b”.This would not effect Andrew Hovell since he gets paid monthly.
9. The Manager of the HDC then cautioned Miss Erica Augustine on the conduct of Andrew Hovell and instructed me to rectify the situation before a formal complaint was sent to the HDC head office, which would go against the Nucore Company as he had the full authority to have the contract with the Nucore Company terminated or requeat for a different driver.
10. On the 28th of January, 2011 the new management of the HDC called and requested a meeting with the Nucore Company ltd. Miss Erica Augustine attended that meeting. When she arrived she was shown invoices claiming for services that were not performed by Andrew Hovell. No payment would be made for those invoices from the HDC company.
11. Miss Erica Augustine informed Andrew Hovell of this and he responded saying “ others does do it”. Miss Erica Augustine then informed him that she needed to see him on Monday, 31st of November, 2011. She met him at independence square and discussed gaobut the invoices and he responded saying “ so what”.
12. Miss Erica Augustine gave him a full months pay and an envelope containing termination and told him he is terminated forthwith.
13. He handed over the company bus keys and left.
14. He called back after twenty minutes and said he left the envelope in the bus and Miss Erica checked the bus and she did not see anything. He did not leave anything in the bus.
15. In 2011 the Nucore company started receiving reports that he would come to work late and leave early. When the Managing Director asked him about the report he informed her that he was doing some job else where and that he would make sure the agreement between the Nucore Company and him does not suffer.
16. Ms. Patsy Noel ( hereinafter referred to as the worker) was first employed by the St.Paul Street, Multi purpose Facility company limited (hereinafter referred to as St.Paul Street company) on June 25, 1989. The position she held was that of Janitorial Technician at a salary of six hundred and sixty dollars ($660.00) per fortnight.
17. At the time the worker was employed with the St.Paul Street, company, Ms. Erica Augustine, was employed as an administrator of the St. Paul Street company.
18. The St.Paul Street Multi purpose Facility is owned and operated by the Ministry of Sport and Youth Affairs.
19. The St. Paul Street Company was providing services of maintaining the St.Paul Street Multi purpose Facility and was remunerated from the Ministry of Sport and Youth Affairs.
20. As per the cabinet minute dated March 13, 2003, the Ministry decided to end the contract with the St.Paul Street Company.
21. Ms.Erica Augustine at that instance decided to form a company to provide services of Janitorial and Security
22. She started employing people who are willing to work for her and she also offered a Job to Ms.Patsy Noel and Ms.Patsy Noel refused to work for Nucore. This is evident from her evidence filed on 3rd April, 2009. A copy of the evidence is here to attached an exhibited as “B”
23. Nucore company is private individual company and did not have any agreement with the government to take over the employees from any company
24. Hence In this regard the Nucore Company seeks leave of the Court to be released from its attachment to this matter.

Submitted for and on behalf of

Nucore Security and Janitorial Services Limited

Ms.Erica Augustine

Director of Nucore Security and Janitorial Services Limited