

COMMONWEALTH OF THE BAHAMAS
INDUSTRIAL TRIBUNAL
NEW PROVIDENCE

IT/NP2020-45

In the Matter of the Industrial Relations Act, Chapter 321

And

In the Matter of the Industrial Relations (Tribunal Procedure) Rules 2010

BETWEEN:

BRIDGETTE FLOWERS

APPLICANT

v

BAHAMAS UNION OF TEACHERS

RESPONDENT

APPEARANCES: Mr. Errol McKinney on behalf of the Applicant

No Appearance on behalf of the Respondent

BEFORE: Her Honour, President Indira N. Demeritte-Francis

ORDER

- (1) By Certificate of Referral dated 5th February, 2020 the Minister referred the subject dispute to the Industrial Tribunal; and
- (2) In accordance with Rule 3 (1) of the Industrial Relations (Tribunal Procedure) Rules, 2010 a Notice for an Originating Application – Form A was sent on 11th March, 2020 by the Secretary, to the Tribunal, to the Applicant; and

- (3) Upon receipt by the Applicant of the Notice for an Originating Application the Applicant filed an Originating Application in the Tribunal on 23rd June, 2020; and
- (4) A Notice of Application to the Respondent – Form C and a Notice of Appearance - Form D was sent to the Respondent on the 6th July, 2020; and
- (5) That no Notice of Appearance - Form D or a Defence – Form E was filed in the Tribunal by the Respondent; and
- (6) Therefore, the matter was set for Call Over on the 2nd November, 2020 and Notice for the said hearing was Gazetted in the Nassau Guardian Newspaper on the 16th October, 2020; and
- (7) The Applicant's Representative appeared on the day of hearing, and sought an adjournment; and
- (8) That the Applicant's Representative returned on the 12th November, 2020 and informed the Tribunal that the matter has been settled; and
- (9) The Applicant submitted an executed Deed of Release outlining the terms of settlement, the same is now exhibited here:

COMMONWEALTH OF THE BAHAMAS
New Providence

THIS DEED OF SETTLEMENT AND RELEASE is made the 17th day of December A.D., 2020 BETWEEN BRIDGETTE FLOWERS of the Southern District of the Island of New Providence one of the Islands of the Commonwealth of The Bahamas (hereinafter called "the Employee") of the one part AND BAHAMAS UNION OF TEACHERS a company incorporated and existing under the laws of the said Commonwealth and carrying on business within the said Commonwealth of the other part (hereinafter called "the Employer"). INDUSTRIAL TRIBUNAL ACTION IT/NP2020-45.

In consideration of the sum of SEVENTEEN THOUSAND SIX HUNDRED AND TEN DOLLARS AND SIX CENTS (\$17,610.06) in the currency of the Commonwealth of The Bahamas, to be paid in SIX (6) instalment payments of THREE THOUSAND DOLLARS AND ZERO CENTS (\$3,000.00) commencing on the 15th day of January 2021; continuing on the 15th February 2021 up to and including the 15th day of May 2021; and the final payment of TWO THOUSAND SIX HUNDRED AND TEN DOLLARS AND SIX CENTS (\$2,610.06) on the 15th day of June 2021; now paid (but without any admission of liability), by BAHAMAS UNION OF TEACHERS (the receipt and sufficiency whereof is hereby acknowledged), I, the undersigned, of the said Island of New Providence, hereby release and forever discharge the said BAHAMAS UNION OF TEACHERS and its successors, servants, agents and assigns from any and all claims costs, expenses, demands, actions or suits of any kind or nature whatsoever which I now have, or at any time hereafter may have or, but for the execution of this deed, could or might have had arising out of, or in respect to my employment and the termination thereof of myself, the said BRIDGETTE FLOWERS by the said BAHAMAS UNION OF TEACHERS.

Also in consideration of the aforesaid payment I, BRIDGETTE FLOWERS, the undersigned hereby covenant with the Employer not to take any further action against it in respect of any matter arising out of or connected with the said termination of my employment by way of complaint,

charge, action or suit of any kind or nature whatsoever and whether civil or criminal or otherwise it being the intent of my execution and delivery of these presents that all these matters arising from the termination as an Employee of the Employer be put at an end.

CONFIDENTIALITY CLAUSE & NON-DISCLOSURE: I BRIDGETTE FLOWERS am required to preserve the confidentiality of any and all information previously attained regarding my previous employment with BAHAMAS UNION OF TEACHERS AND regarding the settlement received which was agreed to by all parties. The said clauses shall continue indefinitely. A penalty will apply for failing to comply.

I, BRIDGETTE FLOWERS, the undersigned rely solely upon my own judgement and without influence by anyone in making this settlement and I fully understand and voluntarily accept the terms of this release.

In witness whereof I have hereunto set my hand and seal this 17th day of December A.D., 2020.

Signed, sealed and delivered by the same said Bridgette Flowers in the presence of:
BRIDGETTE FLOWERS

WITNESS

- (10) That the Applicant filed into the Tribunal Notice of Withdrawal- Form K on 17th December, 2020; and

THE DECISION OF THE TRIBUNAL IS AS AGREED AND THEREFORE IT IS SO ORDERED:

- (11) The Originating Application filed in the Industrial Tribunal on 23rd June, 2020 is decided accordingly pursuant to Rule 12(1)(b) of the Industrial Relations (Tribunal Procedures) Rule 2010 and is hereby marked Settled.

AND THIS IS THE ORDER OF THIS TRIBUNAL

DATED THIS, 17th December, 2020

Indira N. Demeritte – Francis
President
Industrial Tribunal