

In the Matter of the Industrial Relations Act, Chapter 321

And

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

BETWEEN:

DONNALEE BOWE

APPLICANT

v

BAHAMAS AGRICULTURAL & INDUSTRIAL CORPORATION (BAIC)

RESPONDENT

APPEARANCES: Ms. Lashay Thompson on behalf of the Applicant

Mr. Leslie Dean on behalf of the Respondent

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

ORDER OF SETTLEMENT

- (1) By Certificate of Referral dated 17th July, 2019 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 19th August, 2019 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 16th September, 2019; 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 26th September, 2019; and
- (5) That a Defence – Form E was filed on 16th September, 2020 in the Tribunal by the Respondent; and
- (6) Pursuant to Rule 15(1) of the Industrial Relations (Tribunal Procedure) Rules 2010, the Industrial Tribunal set a fixture on the 20th May, 2020 for the Case Management Hearing for Directions; and
- (7) The Applicant's Attorney and the Representative for the Respondent appeared on the day of hearing, and sought an adjournment for settlement discussions; and
- (8) That after several adjournments the Industrial Tribunal set another fixture for Case Management Hearing on the 23rd June, 2021 to allow the parties to give an update on the settlement discussions;
- (9) The parties along with the General Manager for the Respondent, Mr. Rocky Nesbitt, returned on the 23rd June, 2021 and informed the Tribunal that the matter has been settled; and
- (10) 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

IN CONSIDERATION of the sum of Seventy Seven Thousand Eight Hundred Six Dollars Sixty-Eight Cents in the currency of the Commonwealth of The Bahamas (BD77,806.68), representing accrued salary in the amount of \$58,162.50, less National Insurance Contribution for nine months in the amount of (\$988.74), accrued vacation in the amount of \$19,387.50, less National Insurance Contribution for three months in the amount of (\$329.58) and accrued mileage in the amount of \$1,575.00 for the period between June 2018 and June 2019 (nine months) which is now due (but without any admission of liability therefor) BY **THE BAHAMAS AGRICULTURAL AND INDUSTRIAL CORPORATION** a statutory entity carrying on business in the Islands of the said Commonwealth (Hereinafter called the 'Employer') to **DONNALEE BOWE** a Senior Assistant General Manager stationed at the New Providence Bahamas location of the Employer (hereinafter called "Administrator" and together with the Employer is referred to as "we") (the receipt and sufficiency whereof is hereby acknowledged by the Administrator). **THE BAHAMAS AGRICULTURAL AND INDUSTRIAL CORPORATION**; will make an initial payment of Thirty-Five Thousand Dollars and Four-Monthly payments of Ten Thousand Seven Hundred One Dollar Sixty-Seven - Cents. **AND FURTHER IN CONSIDERATION** of an agreement to execute and delivery up to the Employer this release on the terms specified herein by the said **DONNALEE BOWE** (receipt and sufficiency whereof is hereby acknowledged by the Employer) we the undersigned hereby mutually release and forever discharge each other and our respective successors, servants, agents or assigns from any and all claims, costs, expenses, demands, actions or suits or any kind of nature whatsoever which we now have or at any time hereafter may have or but for the execution of this deed or might have had arising out of or in respect of the employment dispute therefore of the

Administrator against the Employer as specified herein. **FURTHER**, we hereby mutually covenant with each other not to take any action against the other in respect of any matter arising out of or connected with the said employment dispute by way of complaint, charge, action or suit of any kind or nature whatsoever and whether civil or criminal or otherwise it being mutual of intent of the execution and delivery of these presents that all matters be at an end and we expressly hereby agree that either party shall be freed from the provisions of this covenant in the event that the other party commences any proceeding in breach of this covenant save and except that this provision would not apply to enforcement proceedings. Further, this release covers only those claims that arose prior to the execution of this Agreement. Execution of this Agreement does not bar any claim that arises after execution of this Agreement, including (without limitation) a claim for breach or enforcement of this Agreement. The Administrator is not waiving any rights that she may have to her own vested accrued employee benefits including National Insurance and pension rights.

We, the undersigned, rely solely upon our own judgment after seeking and obtaining advice from our respective counsel **BUT** otherwise without influence by anyone in making this settlement, and we fully understand and voluntarily accept the terms of his release.

The parties agree to execute any and all supplementary documents necessary for and gives consent to all additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Deed embodied herein.

In the event any clause or clauses of this Deed shall be declared invalid or void by any court, such declaration shall not invalidate the entire Deed and all other clauses of the Deed shall remain in full force and effect.

This deed is made and entered into in the Commonwealth of the Bahamas and shall in all aspects be interpreted, enforced, and governed by the laws of the Commonwealth of the Bahamas.



- (11) That the Applicant filed a Notice of Withdrawal – Form K into the Tribunal on 28th June, 2021; and

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

- (12) The Originating Application filed in the Industrial Tribunal on 16th September, 2019 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, 28th June, 2021

Indira N. Demeritte – Francis

President

Industrial Tribunal