

**COMMONWEALTH OF THE BAHAMAS  
INDUSTRIAL TRIBUNAL**

**IT/NES/143/2018**

**New Providence**

In The Matter Of the Industrial Relations Act Chapter 321

AND

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

BETWEEN:

**JOYCELYN CURRY**

APPLICANT

VS.

**ITAU BANK AND TRUST BAHAMAS LIMITED**

RESPONDENT

Appearances: Mr. Errol McKinney on behalf of the Applicant  
Mrs. Michaela Ellis along with Samuel Brown on behalf of the Respondent

Before: Her Honour, Vice President Marilyn L. Meeres

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**DECISION**

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**Background**

1. This matter commenced on the 20<sup>th</sup> August, 2019 when the Applicant identified her Witness Statement. A copy of the same is exhibited below.

COMMONWEALTH OF THE BAHAMAS  
INDUSTRIAL TRIBUNAL  
NASSAU, THE BAHAMAS

No. IT/NES/143 of 2018

In the Matter of the Industrial Relations Act

BETWEEN



JOYCELYN CURRY

Applicant

AND

ITAU BANK & TRUST BAHAMAS LIMITED

Respondent

WITNESS STATEMENT OF JOYCELYN CURRY

1. I, **JOYCELYN CURRY**, of the Southern District, of New Providence in the Commonwealth of the Bahamas and say as follows:
2. I am a citizen and resident of the Commonwealth of the Bahamas.
3. My employment commenced with Itau Bank & Trust Bahamas Limited on or about August 2013, and my position was Senior Trust Officer.
4. During my tenure with Itau Bank & Trust Bahamas Limited the following positions were added to my portfolio - New Business Officer, FATCA Officer, Team Leader for

*J*

Fiduciary Accounts which involved supervising two (2) staff members and training others to process new business.

5. On or about January 7, 2018, I was called into a meeting. In attendance were Jacqueline Rolle, Managing Director; Daniel Amorim, Operations Manager; Jose Toniolo, Chief Financial Officer; Ranieh Rounce, HR Manager (who was on a conference call as a part of the meeting as she was located in Miami, Florida), and Tulio Berdu, my Direct Supervisor.
6. Mr. Amorim was the spokesperson during the meeting, and he stated to me that it would be in the best interests of all parties that we end my current employment contract. I asked for the reason for my contract to end; Jacqueline Rolle then spoke and said none of us in this room (in this particular location (Nassau)) have met all our goals this year.
7. I said I am not surprised of this decision as I have been asking you (Daniel Amorim) to provide me with assistance for my workload from June 2017 when I was given the team (2 staff members to supervise), along with fiduciary accounts to manager, along with my existing portfolio of FATCA Officer and as New Business Officer. I was told I would get assistance in December 2017. No assistance was provided.
8. At the end of the meeting, I was presented with a document (a Deed of Settlement and Release) by Mr. Amorim. I was told to read the document and sign it and I was then presented with a cheque.
9. Paragraph 4 of the Deed of Settlement and Release stated the following:
  - *The Releasor hereby acknowledges that he has read and fully understands the contents of this Deed of Settlement and Release and that he has sought the advice of legal Counsel prior to executing the same.*

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10. My employer did not allow me to “**seek the advice of legal Counsel prior to executing the same**”.
11. Therefore, I drew a line through “that he has sought the advice of legal Counsel prior to executing the same.” My comment was detailed in the left margin of the said document as follows: “*Did not consult as contract provided and requested signing at the same time.*” The Deed of Settlement and Release was signed under duress. Thereafter, a cheque was provided to me, at the same time, in the amount of Thirty Thousand Two Hundred and Eighty-Eight Dollars and Thirty-Eight Cents (\$30,288.38).
12. During the meeting I was told that I would be paid two (2) weeks for every completed year I had worked. A few days after the meeting, via email to Ranieh Rounce, Human Resources Manager, I stated that I should have been paid four (4) weeks for every completed year as I was a supervisor; and because of the weight the other positions I held carried as they were viewed as senior positions. I asked if the payment to me was according to the employment statute law. I was told yes.
13. Following the meeting and the receipt of the cheque, I was escorted to my desk and requested to clear my personal items from my desk, I was then escorted to the exit.
14. As per my contract and in my supervisory capacity, I was considered an exempt employee, whereby I was not allowed to receive overtime pay for overtime work performed.
15. Regarding the benefit of a Defined Contribution Retirement Plan, that was afforded to me by Itau Bank & Trust Bahamas Limited, I only received my portion of the company’s Plan, of which I had contributed to, following my termination. I did not receive the Fifteen Thousand Six Hundred Dollars and Zero Cents (\$15,600.00) that the company had paid into my account and that was provided as a benefit to me.

*J*

16. Upon termination of my contract on January 7, 2018, I was due and owed the following:

• Notice Pay of 1 month @ \$7,500.00/month	\$ 7,500.00
• Termination Pay of 4 months @ \$7,500.00/month	\$30,000.00
• Pro-Rated Termination Pay 5 months	\$ 3,125.00
• Year End Bonus of	\$15,000.00
• Pension Benefit	\$15,600.00
• Less payment received of	<u>(\$30,288.38)</u>
• <b>Total Due &amp; Owing</b>	<b>\$40,936.62</b>

17. I received one (1) month notice pay; however, I did not receive termination pay in accordance with Section 26 b 2 of the Employment Act, 2001.

18. Management failed to fully compensate me for my yearly bonus for the year ending December 2017.

19. Management failed to compensate me for my pension in full which was a part of the terms and conditions of my contract of employment.

20. During my termination meeting, I was told I was not a supervisor, even though I was considered an exempt employee, as per my contract of employment and the company policy handbook. The policy handbook states, an exempt employee is not entitled to be paid for overtime worked and to the best of my knowledge, persons who are not eligible to receive overtime pay for overtime worked, are supervisors or managers – as per Section 8 (4) of the Employment Act, 2001.

21. I was responsible for supervising two (2) employees.

22. I am now claiming to be compensated for any and all monies due and owing to me under the Employment Act, 2001 and as per my contractual benefits.

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23. It is my honest belief that the content of the Witness Statement is true and correct to the best of my ability.

Dated the 7<sup>th</sup> day of May 2019

  
Joycelyn Curry

2. The Applicant is claiming that she was wrongfully dismissed by the Respondent and is entitled to receive notice pay, termination pay and that she should have been paid four (4) weeks for every completed year as she was a Supervisor and because the weight of the other positions she held were viewed as senior positions.
3. Under cross-examination the Applicant identifies her Contract of Employment and agrees that the Contract incorporates the terms of the Employee Handbook. She

does not agree however that she never complained about the terms of her Contract.

4. She says the Contract indicated Senior Trust Officer at the date of the Contract. However, after August 20<sup>th</sup>, 2015 she was added three (3) other positions. She was added the position of Supervisor of two (2) employees. She was given the positions because the Company did a reshuffling of how it wanted to do business. She was also added the position of FACTA Officer and New Business Officer because the individual who held these positions was on maternity leave and never returned to the Company. The Applicant says she asked on numerous occasions for assistance as she managed the four (4) positions.
5. The Applicant further states that her complaint was against the terms of the Contract because the duties she was performing were those of a Senior Trust Officer, plus a Supervisor, plus a Facta Officer and a New Business Officer which were senior positions held by an individual.
6. She named Gia Wright and Prisca McKinney as the two (2) persons that she supervised and states that as a result of the extra positions she was never able to complete the work within the standard work day and always had to work overtime to meet the deadlines.

7. She admits that she did not hire either of the two persons named but that she had sat in on hiring processes many times.
8. With regards to her approving vacations she said the process was that individuals presented their vacation forms, Supervisors checked the schedule to be sure there would be adequate coverage in the Department and then the Supervisor sent the form on to Human Resources. She admits that she is not a Fiduciary Supervisor. She reports to the Fiduciary Officer but she is the Supervisor for the team.
9. She agrees that although she was classified as an Exempt Employee, Supervisors were not the only persons qualified as Exempt. She also agreed that according to the Handbook employees who are of a professional level are also classified as exempt employees.
10. She also agreed with the duties and responsibilities of a Senior Trust Officer. It is her understanding that they were to assist the team leader with supervision and training of trust Administrators, which is exactly what she did. She insists that she was a Manager or Supervisor within the structure of the Bank.
11. The Applicant then identified the Deed of Release which she says she signed under duress because she was not allowed to take it to a lawyer.



12. The Applicant says that no one told her she could not take it to a lawyer and nobody ever threatened her. She also admits that she never asked to take it to a lawyer.
13. She says it was reasonable, but was not expected, that she would take the document to obtain advice as the cheque was already prepared and it was an hostile environment that she was pulled into without notice and was presented with a cheque which was contingent on her signing the document at the same time.
14. The Applicant also agreed that bonuses are discretionary. There was also discussion about the Applicant's Pension Fund and Vacation but she says she was not questioning those items.
15. When questioned by the Court the Applicant says she was not threatened but she still did not refuse to sign as she thought she was in an hostile environment.
16. On a question arising by Respondent Counsel the Applicant states that she did not have the authority to hire or fire as that was done by Human Resources and she had never sat in on a meeting where someone was terminated.

17. The Applicant closed and the Respondent's first witness was Tulio Berdu who identified his witness statement. A copy of the same is exhibited below.

**COMMONWEALTH OF THE BAHAMAS**  
**INDUSTRIAL TRIBUNAL**  
**NASSAU**  
**In the matter of the Industrial Relations Act**

**IT/NES No. 143 of 2018**



**JOYCELYN CURRY**

**Applicant**

**v.**

**ITAÚ BANK & TRUST BAHAMAS LIMITED**

**Respondent**

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**WITNESS STATEMENT OF TULIO BERDU**

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**I, TULIO BERDU**, of Seapointe, Port New Providence, on the Island of New Providence, one of the Islands in the Commonwealth of The Bahamas, **MAKE OATH AND SAY** as follows:

1. That I am a former Fiduciary Supervisor at Itaú Bank and Trust Bahamas Limited ("the Bank" or "IBTB") and had served in that capacity for one and a half years. I have amassed almost a decade of experience in private banking and wealth management.
2. My duties and responsibilities as Fiduciary Supervisor included managing the tasks of the Trust Officers, Trust Administrators and Corporate Officers in their account management responsibilities. Additionally, I provided supervisory support to the Trust Manager to ensure proper execution of short and long range strategic objectives for team members, strictly adhering to the Fiduciary Department's time and quality standards. I have appended hereto a Job Description of a Fiduciary Supervisor as Exhibit T.B.1.

3. During my tenure with the Bank I was also responsible for supervising Joycelyn Curry ("Ms. Curry"), who served as a Senior Trust Officer up until the end of her employment relationship with IBTB.
4. As Senior Trust Officer, Ms. Curry was expected to serve as a mentor to Trust Officers and provide constructive feedback to the Trust Manager and team members. Additionally, Ms. Curry was required to ensure that all team members understood and adhered to the procedures of the Bank. I have appended hereto a Job Description of a Senior Trust Officer as Exhibit T.B.2.
5. Although Ms. Curry may have assisted the Trust Administrator and Corporate Officer when required, I am not aware about any supervisory or managerial role with the Bank at any time during her employment with IBTB.
6. Additionally, whether in the Fiduciary Department or otherwise, Ms. Curry did not exercise any of the following functions which are commonly associated with managers and supervisors of the Bank:
  - (a) Hiring new employees;
  - (b) Conducting an evaluation of employees;
  - (c) Accessing Human Resources to report an employee;
  - (d) Approving vacation days for employees; and
  - (e) Participation in committees of the Bank (e.g. Performance Committee).
7. In light of Ms. Curry's position, however, she was not entitled to receive overtime pay. I can confirm that Ms. Curry never expressed any concern to me about her working conditions or compensation while I served as her supervisor. The Bank's Employee Handbook, while I have appended hereto as Exhibit T.B.3., provides the following guidance to all employees of IBTB at page 8:

"The Company believes that the work conditions, wages, and benefits it offers to its employees are competitive with those offered by other employees in this area and in this industry. If employees have concerns about work conditions and compensation, they are strongly encouraged to voice those concerns openly and directly to their supervisors."

[Emphasis Supplied]
8. On or about 8th January, 2018, Daniel Amorim, Jacqueline Rolle and I met with Ms. Curry to advise her that her employment would be terminated, effective 9th January,

2018. Based on my recollection, Ms. Curry did not seem very angry when learning that her employment would be terminated. Instead, she indicated that she was expecting the Bank to take such a course of action.

9. At this meeting we presented Ms. Curry with a formal letter notifying dismissal, in addition to a Deed of Settlement and Release dated 9th January, 2018 ("the Deed"). I recall Ms. Curry advising that she did not want to sign the Deed the way it was, opting instead to make a notation on the document. Although Ms. Curry did make a notation, she signed the Deed thereafter.
10. Ms. Curry was not coerced into signing the Deed by any of my former colleagues or me in that meeting. Further, we did not mandate that Ms. Curry sign the Deed in order to receive the total amount referred to therein. I understood Ms. Curry's signature, therefore, to be an acceptance to be bound by the terms and conditions of the Deed.
11. Notwithstanding the Deed, I was advised that Ms. Curry was seeking additional funds from IBTB as a result of her alleged supervisory position with the Bank.

**STATEMENT OF TRUTH**

The contents of this Witness Statement are true and correct to the best of my knowledge, information and belief.

Dated this 7th day of August, A.D., 2019



TULIO BERDU

18. The evidence of this witness, particularly under cross-examination, is that the Applicant was not a Supervisor but she was an exempt employee who was not entitled to overtime. He was also in the meeting at the time the Applicant was terminated. He states that the Applicant could have taken the document home to review it before she signed it but she never made such a request. He also stated that the Applicant was not in any way forced to sign the Release.

19. The Respondent then called Daniel Amorim who identified his witness statement.  
A copy of the same is set below.

**COMMONWEALTH OF THE BAHAMAS  
INDUSTRIAL TRIBUNAL  
NASSAU**

**IT/NES No. 143 of 2018**

**In the matter of the Industrial Relations Act**



**JOYCELYN CURRY**

**Applicant**

**v.**

**ITAÚ BANK & TRUST BAHAMAS LIMITED**

**Respondent**

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**WITNESS STATEMENT OF DANIEL AMORIM**

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**I, DANIEL AMORIM**, of Port New Providence, in the City of Nassau, on the Island of New Providence, one of the Islands of the Commonwealth of The Bahamas, **MAKE OATH AND SAY** as follows:

1. That I am the Trust and Operations Manager at Itaú Bank and Trust Bahamas Limited ("the Bank" or "IBTB"). Throughout my professional career I have amassed over thirteen (13) years of experience in private banking and wealth management, having worked in the Commonwealth of The Bahamas ("The Bahamas") and The Cayman Islands.
2. My duties and responsibilities as Trust and Operations Manager include oversight responsibility for the Fiduciary Department's activities. In this regard, I am required to develop short and long range strategic objectives for each key area in the Fiduciary Department. By reason of my duties and responsibilities, I have gained an intimate knowledge of the Bank's corporate structure and hierarchy, particularly as it relates to managerial or supervisory positions within each department of the Bank.

3. On or about August 2013, Joycelyn Curry ("Ms. Curry") commenced employment with the Bank as a Senior Trust Officer pursuant to a Permanent Employment Contract between the Bank and Ms. Curry. I have appended hereto a copy of a Permanent Employment Contract signed by Ms. Curry on 20th August, 2015 ("the Contract") as Exhibit D.A.1.
4. The Contract states that it would automatically renew each year, subject to the termination and notice provisions referred to therein. Additionally, it provides that the standard work week was forty (40) hours inclusive of one (1) hour for lunch during each eight (8) hour period of work each day.
5. The Contract further provides that a Senior Trust Officer is classified as an Exempt Employee under the Bank's corporate structure. Consequently, there was no entitlement to overtime pay. It is my belief that Ms. Curry was fully aware and had agreed to be bound by the terms and conditions of the Contract, particularly her non-entitlement to overtime pay. Accordingly, I can confirm that Ms. Curry had never made any request for overtime pay throughout her employment relationship with the Bank.
6. As Senior Trust Officer, Ms. Curry worked mainly with the Bank's Trust Administrator and Corporate Officer. Those positions are the lowest rank in IBTB's Fiduciary Department. While Ms. Curry provided mentorship and guidance for those employees to ensure that they understood and adhered to the procedures of the Bank, at no time was she given a supervisory or managerial role regarding them.
7. One core responsibility of a supervisor or manager at IBTB is defining team goals and measuring the extent to which team members are achieving those goals by monitoring Key Performance Indicators (KPIs), workflow assignments and specific project deliveries. Ms. Curry's role as a Senior Trust Officer did not involve that responsibility.
8. Additionally, a manager or supervisor at IBTB is required to evaluate other team members reporting to him with the use of the Bank's Performance Management Tool. The Performance Management Tool conducts an evaluation of every employee, consisting of an X axis and a Y axis. The X axis allowed each employee to conduct a self evaluation regarding his or her own performance; it also provided for a performance evaluation by the employee's supervisor or manager. The Y axis involved an evaluation of each employee's attitude and relationship with others such as peers, partners, managers and supervisors.

9. Ms. Curry never had any accessibility on the Bank's Performance Management Tool in order to evaluate any team members in the Fiduciary Department or otherwise.
10. Further, Ms. Curry had no authority on behalf of, and independently of, the Bank to hire, lay off, promote, transfer or exercise disciplinary power over any other person employed by IBTB or to adjust the grievance of such persons.
11. Over the course of Ms. Curry's employment relationship with IBTB, the Bank experienced a number of performance issues which were found to be inexcusable. The Bank addressed these issues on each occasion by taking appropriate steps in response to Ms. Curry's behavior.
12. One example came during October 2017 when Ms. Curry was assisting Sandra Silva ("Ms. Silva"), Transformation Manager at IBTB, with the Foreign Accounts Tax Compliance Act ("FATCA") and Common Reporting Standards ("CRS") processes. The Bank had required a team of persons to review the processes in an effort to determine what needed to be IBTB's procedures moving forward.
13. Ms. Curry, who was never designated supervisor or manager for this project, was the only full time employee of the Bank who was based in The Bahamas. Nevertheless, Ms. Curry did not inform Ms. Silva that she would be taking a mandatory two (2) week vacation until one (1) working day before the vacation was set to begin. This proved to be particularly disadvantageous to the Bank since Ms. Silva was scheduled to begin vacation shortly thereafter and the Bank would be left with potentially two persons who were unavailable to answer any routine queries which may have arisen.
14. By an email dated 13th October, 2017, Ms. Silva advised me that she had no previous knowledge that Ms. Curry would be going on vacation. Following my response to Ms. Silva, I subsequently forwarded both emails to Ranieh Rounce, Human Resources Manager at IBTB. I requested that Ms. Rounce record the matter in Ms. Curry's file as a lack of accountability of her day to day work. A copy of those emails is appended hereto as Exhibit D.A.2.
15. As a result of several performance issues we had experienced with Ms. Curry, the Bank formally advised her by letter that her employment would be terminated with notice ("Termination Letter"), effective 9th January, 2018.
16. On or about 8th January, 2018, Tulio Berdu, Fiduciary Supervisor at IBTB, Jacqueline Rolle, General Manager at IBTB (as she then was) and myself met with Ms. Curry to

advise her that her employment with the Bank had been terminated. I observed that Ms. Curry was not very angry upon hearing of the news. Instead, I recall her remarking, "I knew this was coming", followed by a suggestion that I had personal issues with her.

17. Notwithstanding Ms. Curry's suggestion, I have never had any personal issues with her at any time during her employment relationship with the Bank. Moreover, Ms. Curry's termination had nothing to do with any personal issues between her and me, but rather because of the performance issues the Bank had experienced with her during her employment.

18. In addition to the Termination Letter, we also presented Ms. Curry with a Deed of Settlement and Release dated 9th January, 2018 ("the Deed"). I refer to paragraph 1 of the Deed, appended hereto as Exhibit D.A.3., which provides as follows:

"...[T]he Releasor hereby releases, and discharges and dismisses the Company, its officers, directors, managers, agents, affiliated and related companies, and its assigns, from all court proceedings claims demands and liabilities and from each and every right and claim, manner of action and actions, cause of action, suits, debts, dues, sums of money, accounts, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, costs, legal fees, claims and demands which the Releasor has or at any time hereafter may have had but for the execution of this Deed could or might have had in law or in equity against the Company or in respect of any matter arising out of or in any way related to the subject matter of the Separation or anything relating to his/her employment with the Company."

[Emphasis Supplied]

19. It is my recollection that Ms. Curry never objected to signing the Deed, nor did she request legal counsel or any independent advice before doing so. In any event, neither of my colleagues nor I coerced Ms. Curry into signing the Deed. Further, we did not stipulate that signing the Deed was a precursor to Ms. Curry receiving the total sum referred to in the Deed.

20. At no point during our meeting was I left with the impression that Ms. Curry did not sincerely and truthfully agree to be bound by the terms and conditions stated in the Deed. My colleagues and I, therefore, proceeded on the basis that the Deed was valid and legally binding on Ms. Curry and the Bank.



21. To my astonishment and disbelief, I was later advised that Ms. Curry was pursuing a claim against the Bank for additional weeks' pay owed to her as a result of her alleged supervisory position with IBTB.

**STATEMENT OF TRUTH**

The contents of this Witness Statement are true and correct to the best of my knowledge, information and belief.

Dated this 2nd day of August, A.D., 2019

  
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**DANIEL AMORIM**

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20. The evidence of this witness is also that the Applicant was not a Supervisor or a Manager. He also gave the meaning of an exempt employee. He also states that the Applicant could have taken the termination document to a lawyer if she so wished.
21. The Respondent closed and both parties gave written submissions.
22. The issues before the Court are whether the Applicant should have been compensated in a Supervisory or Managerial capacity; whether the Applicant executed the termination document under duress; and whether the Applicant was entitled to any other benefits.

## THE LAW

23. Section 29 of the Employment Act, 2001 states:

**(1) For the purposes of this Act, the minimum period of notice required to be given by an employer to terminate the contract of employment of an employee shall be —**

**(a) where the employee has been employed for six months or more but less than twelve months —**

**(i) one week's notice or one week's basic pay in lieu of notice; and**

**(ii) one week's basic pay (or a part thereof on a pro rata basis) for the said period between six months and twelve months;**

**(b) where the employee has been employed for twelve months or more —**

**(i) two weeks' notice or two weeks' basic pay in lieu of notice; and**

**(ii) two weeks' basic pay (or a part thereof on a pro rata basis) for each year up to twenty four weeks;**

**(c) where the employee holds a supervisory or managerial position —**

**(i) one month's notice or one month's basic pay in lieu of notice; and**

**(ii) one month's basic pay (or a part thereof on a pro rata basis) for each year up to forty-eight weeks.**

24. The Employment Act provides no direct assistance as to who is a supervisor or manager. The Court of Appeal recognized this difficulty in the case of *Dwan Cunningham v Baha Mar Development Company Limited* [2012] 3BHS J.

No.34

## CONCLUSION

25. The Applicant has not proven that she was employed in a Supervisory or Managerial capacity. The only thing before the Court is her evidence that she was. This was put to both witnesses for the Respondent and although they both agree that she had certain titles as claimed by the Applicant none of these came with duties responsibilities or benefits of a person in a Supervisory or Managerial capacity. This means that the Applicant should have been compensated under Section 29(b) of the Employment Act.
26. With respect to whether the Applicant executed the termination letter under duress the Tribunal is guided by the case of **Pao On and Others v Lau Yia Long and Others [1980] AC 614** regarding the definition of duress where Lord Scarman stated:
- "Duress, whatever form it takes, is a coercion of the will so as to vitiate consent. Their Lordships agree with the observation of Kerr J. in Occidental World Investment Corporation v. Skibs A/S Avanti [1976] 1 Lloyd's Rep.293, 336 that in a contractual situation commercial pressure is not enough. There must be some present factor which could in law be regarded as coercion of his will so as to initiate consent".***
27. The Tribunal is also guided by **Bahamas Electricity v Smith [2007] 5 BHS J No. 244**. In that case the Court of Appeal found no evidence from which any conclusion could be reasonably drawn that the former employee was coerced

into executing the Deed of Release or that duress in any form was exerted on him to make him execute the Deed of Release.

- 28 The evidence of the Applicant and the Respondent's witnesses seems to support the fact that the Applicant was able to take the document to a lawyer if she so wanted. The Applicant herself says she was not threatened by ANY of the persons at the termination meeting. The Tribunal does not accept that the situation was of so hostile a nature to prevent the Applicant from taking the document had she so wanted.
29. It is the Applicant's evidence that she was not entitled to overtime as she was considered an exempt employee. She also acknowledges that she was in fact paid vacation pay and that she received some monies from the pension fund. Nothing was presented to show that she was entitled to any further benefits. In fact, she states that she was not questioning vacation or the pension fund.
30. The Applicant has also failed to present any evidence to the Court with respect to the premium for her health insurance which she enjoyed whilst employed with the Respondent.

31. The Tribunal is therefore of the opinion that the Applicant was sufficiently compensated under Section 29 (b) and not (c) of the Employment Act. The Originating Application filed herein is therefore **DISMISSED**.

**THIS IS THE JUDGMENT OF THE TRIBUNAL  
DATED THIS 15<sup>th</sup> DAY OF JULY, A. D. 2020**



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**Marilyn L. Meeres  
VICE PRESIDENT**