

INDUSTRIAL DISPUTES TRIBUNAL

Dispute No: IDT 40/2014

SETTLEMENT OF DISPUTE

BETWEEN

RIU HOTELS & RESORTS

AND

ROCHELLE FINDLEY

AND THE

AWARD

I.D.T. DIVISION

MR. DONOVAN HUNTER	-	CHAIRMAN
MR. TREVOR GRAHAM, J.P.	-	MEMBER
MR. CLINTON LEWIS	-	MEMBER

MARCH 19, 2015

IDT 40/2014

INDUSTRIAL DISPUTES TRIBUNAL

AWARD

IN RESPECT OF

AN INDUSTRIAL DISPUTE

BETWEEN

**RIU HOTELS & RESORTS
(THE COMPANY)**

AND

**ROCHELLE FINDLEY
(THE AGGRIEVED)**

REFERENCE:

By letter dated November 24, 2014 the Honourable Minister of Labour and Social Security in accordance with Section 11A(1) (a) (i) of the Labour Relations and Industrial Disputes Act (hereinafter called "the Act"), referred to the Industrial Disputes Tribunal for settlement in accordance with the following Terms of Reference, the industrial dispute described therein:-

The Terms of Reference was as follows:

- (a) *"To determine and settle the dispute between Rochelle Findley on the one hand and Riu Hotels and Resorts on the other hand over the termination of her employment."*

MEMORANDUM OF AGREEMENT

This memorandum of agreement is made this 9th day of March, 2015 between the parties to the dispute before the Industrial Disputes Tribunal between Ms. Rochelle Findley on the one hand and RIU Hotel & Resorts on the other hand over the termination of her employment (Ref: IDT 40/2014)

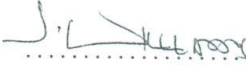
WHEREAS the parties agree that:

1. The Hotel shall pay to Ms. Rochelle Findley, through her representative, a net sum equal to that which would have been earned over seven (7) months of employment at the applicable, currently existing rate of pay. This payment will be made by negotiable cheque paid on or before 2015 March 13.
2. Ms. Rochelle Findley shall tender her resignation with effect as of 2014 May 26 and in return the hotel shall remove and expunge all documentation and references to any matter which may have occasioned this agreement, including the letter of termination from the permanent records of Ms. Rochelle Findley.
3. The Hotel shall make no reference or inference to any other factor which may surround the mutual separation outside of her resignation and shall act without malice or prejudice in relation to any future queries surrounding said separation, and equally, Ms. Rochelle Findley shall not defame or act in malice towards the Hotel.
4. This agreement is forever binding on the part of the Hotel, its subsidiaries, successors, assigns, officers, directors, servants, and agents on the one hand and Ms. Rochelle Findley on the other hand.

By executing this Agreement, neither party admits to wrongdoing on its part. The Employee understands and agrees that this Agreement releases the Hotel from any obligation to pay the Employee any other form of severance pay other than as provided in this Agreement and this said agreement releases both parties from any further claims whatsoever against each other existing prior to the date of execution.

ZADIE, REID & COMPANY


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Gregory Reid
Attorney-At-Law
representing RIU Hotel & Resorts


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Jacqueline Williams (Ms.)
Industrial Relations Consultant
representing Ms. Rochelle Findley

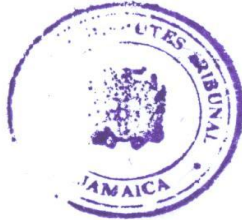
IN WITNESS WHEREOF, the Parties have executed this Agreement on the respective dates set forth above.


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Witness

AWARD:

The Tribunal awards accordingly, the attached Memorandum of Agreement dated 9th March 2015 executed under the Signature of all parties to this dispute.

DATED THIS 19th DAY OF MARCH 2015



Donovan Hunter

Donovan Hunter
Chairman

Trevor Graham

Trevor Graham
Member

Clinton Lewis

Clinton Lewis
Member

Witness:

Royette Creary

Royette Creary (Miss)
Secretary to the Division