

INDUSTRIAL DISPUTES TRIBUNAL
Dispute No.: IDT 48/2019

SETTLEMENT OF DISPUTE

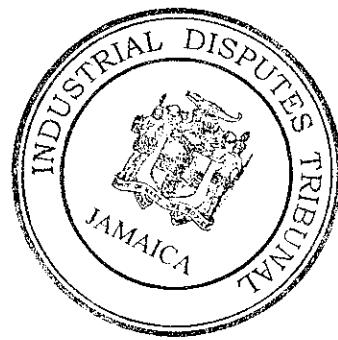
BETWEEN

**THE SALVATION ARMY HANBURY HOME FOR
CHILDREN**

AND

MR. ICYLIN ENNIS

AWARD



I.D.T. DIVISION

MR. ERROL MILLER, JP	-	CHAIRMAN
MR. LESLIE HALL, JP	-	MEMBER
MR. CLINTON LEWIS	-	MEMBER

MARCH 30, 2021

INDUSTRIAL DISPUTES TRIBUNAL
AWARD
IN RESPECT OF
AN INDUSTRIAL DISPUTE
BETWEEN
THE SALVATION ARMY HANBURY HOME FOR CHILDREN
AND
MRS. ICYLIN ENNIS

REFERENCE:

By letter dated November 25, 2019, 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:

“To determine and settle the dispute between The Salvation Army Hanbury Home for Children on the one hand, and Mrs. Icylin Ennis on the other hand, over the termination of her employment.”



DIVISION:

The Division of the Tribunal which was selected in accordance with Section 8(2) (c) of the Act comprised:

Mr. Errol Miller, JP	-	Chairman
Mr. Leslie Hall, JP	-	Member, Section 8(2) (c) (ii)
Mr. Clinton Lewis	-	Member, Section 8(2) (c) (iii)

REPRESENTATIVES OF THE PARTIES:

The **Salvation Army Hanbury Home for Children** was represented by:

Mr. Emile Leiba	-	Attorney at law
Ms. Chantal Bennett	-	Attorney at law

In attendance were:

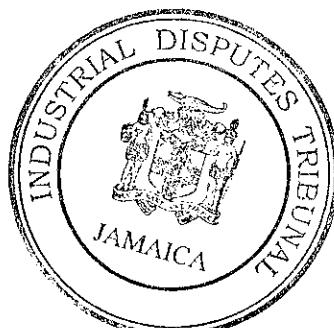
Lt. Col. Edward Lyons	-	Secretary, Business Administration
Major Paulette Laing	-	Asst. Administrator

The **Aggrieved** was represented by:

Mrs. Karlene Robinson-Miller-	Attorney at law
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In attendance was:

Mrs. Icylin Ennis	-	Aggrieved worker
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SUBMISSIONS AND SITTINGS:

The original division selected to hear the dispute comprised:

Ms. Marsha Smith	-	Chairman
Mr. Leslie Hall, JP	-	Member, Section 8(2) (c) (ii)
Mr. Clinton Lewis	-	Member, Section 8(2) (c) (iii)

Consequent on the resignation of Miss Marsha Smith, Mr. Errol Miller JP, was selected to chair the division.



In light of the change to the original division of the Tribunal, the matter begun *de novo* in accordance with Section 8(4) of the Act.

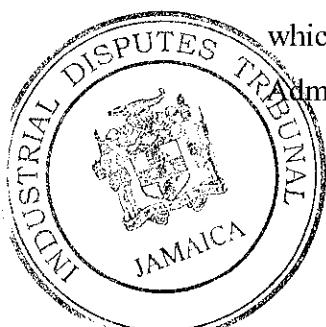
Briefs were submitted by both parties and oral and written presentations made during the three sittings held between October 30, 2020 and December 1, 2020.

BACKGROUND TO THE DISPUTE:

1. The Salvation Army is a Charitable Organization pursuant to the Charities Act. Its objective and purpose are the advancement of the Christian religion, the advancement of education, the relief of poverty and other charitable objects beneficial to society or the community of mankind as a whole. The Hanbury Home for Children (hereinafter referred to as “The Home”) located in Shooters Hill, Manchester, is a subsidiary of the Salvation Army.
2. Mrs. Icylin Ennis was employed by The Home as a House Mother on July 7, 2012 until January 26, 2018 when her services were terminated. In seeking redress, she wrote to the Ministry of Labour and Social Security about the termination of her employment. The parties met at the Ministry but failed to arrive at a settlement and as a consequence, the Honourable Minister, by letter dated November 25, 2019 referred the matter to the Industrial Disputes Tribunal for determination and settlement in accordance with Section 11A (1) (a) (i) of the Labour Relations and Industrial Disputes Act.

THE EMPLOYER’S CASE:

3. Mr. Emile Leiba, Attorney at law representing The Home, in his opening address, submitted that Mrs. Icylin Ennis was employed as House Mother at The Home on July 7, 2012. She was required to perform various tasks to ensure that the children at The Home were taken care of. These tasks included but were not limited to daily cleaning of the bathrooms and dormitories, cleaning windows, washing curtains, and attending to the personal hygiene of the girls in her care. The Job Description which she signed and to which she is familiar also mandated that she performs “any other task assigned by the Administrator or his representative”.



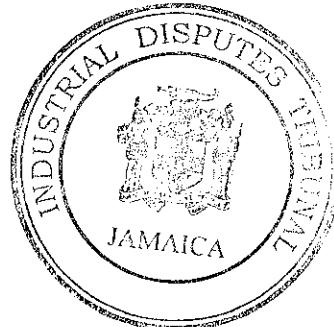
4. Between 2012 and 2016, she was supervised by the then Administrators, Majors Winston and Jennifer Brown. After the death of Major Winston Brown, Majors Selburn and Paulette Laing took over supervision of the Home in February 2016.
5. Major Paulette Laing was called as the sole witness for The Home. Major Laing was Assistant Administrator for The Home between February 2016 and July 2018. Her responsibilities included the day to day running of the Home. She said that when she assumed duties, Mrs. Ennis who reported to her, was already employed as House Mother and was assigned to the Girl's side of the Home.
6. The Home had nine House Mothers who were all under Major Laing's supervision. Their responsibilities were to do everything for the children except cooking. She said that sometime after taking over the administration, the Child Development Agency (CDA) required that the Home employ an additional House Mother. However, due to financial constraints, some reorganization took place resulting in the Laundress being assigned as a House Mother and her duties to wash the children's school uniforms were distributed to all House Mothers. Prior to this arrangement, the House Mothers were responsible to wash only the children's church clothes.
7. Major Paulette Laing said that during the period that Mrs. Ennis reported to her, they *"had a few difficulties as Mrs. Ennis did not figure that she should be washing the children's clothes"*. She said that *"after we made the changes, she (Mrs. Ennis) did a little of the uniforms with her hands while washing machine is provided because the clothes that we had asked them to wash, it wasn't to be done with hand, it was to be done in the laundry area using the washing machine"*. She said that sometimes Mrs. Ennis washed the uniforms in her bathroom and hang them on the inside because she was not going to the laundry to wash the clothes.
8. Major Paulette Laing testified that Mrs. Ennis said she had a verbal agreement with the previous Administrators who exempted her from performing laundering duties as her hand could not manage the washing. Major Laing further said that her response was that

it would be unfair to the others to exempt her since it was teamwork and that there is no knowledge or record of such agreement or exemption. She said that she spoke with Major (Jennifer) Brown who said she did not make any agreement with Mrs. Ennis.

9. She said that Mrs. Ennis was not using her hands to wash so all she needed to do was sort the clothes and put them in the machine and use the teenaged girls to hang the clothes on the line. She further said that no medical evidence or doctors' report was ever provided to confirm her ailment.
10. Major Laing said that she had a couple departmental meetings with the House Mothers including Mrs. Ennis as there was "*constant bickering and argument as they complained that they were doing somebody else's work while collecting only their pay*".
11. She said that on a Monday in September 2017, she met with Mrs. Ennis and told her that the children were almost running out of underwear and asked her to wash some for the small girls. On the Wednesday following, Mrs. Ennis had not washed them; somebody else washed them and as a consequence the girls ran out and she had to go to storage to take new ones for the children.
12. When asked if she made additional efforts independent of these departmental meetings to try and resolve the issues, Major Paulette Laing said that "it was through the meetings we had verbal conversations" but said further that when Mrs. Ennis refused, she reported the matter to her husband, the Administrator for the Home.
13. On October 10, 2017, he wrote Mrs. Ennis the undermentioned letter which was tendered as an Exhibit:

October 10, 2017

Mrs Icylin Ennis
Care Giver

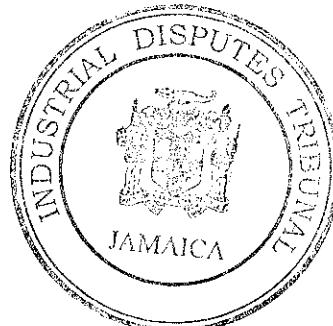


Dear Mrs. Ennis,

“Following several meetings held in regard to you not carrying out certain aspect of your duties stipulated in your job description (washing duties), with the latest meeting being held on October 2, 2017, you clearly stated that you will not be carrying out the said duty. As a result we can no longer keep you on staff if you are not willing to immediately comply with the directive of your job description.

You are therefore asked once again to comply with this directive of the signed job description or resign your post”.

Selburn Laing
Major
Administrator



14. She said that Mrs. Ennis responded by letter dated October 12, 2017. When asked if after the letter from the Administrator and Mrs. Ennis' response, there was any improvement in Mrs. Ennis' behavior, Major Paulette Laing responded that there were no changes and that she still refused to wash the clothes but also made complaints about her hand.
15. The following exchange then took place between Mrs. Laing and Mr. Leiba:
 - Q: And after this continued non-compliance, Major Laing, what if any steps did yourself and the other Major Laing take in respect of this matter?
 - A: Well, after she wrote and said she was not going to resign, we spoke to her and said if you are not going to resign then we are left with no other choice, and so Major Laing wrote her a letter of termination.
16. As a consequence, the following letter was written to Mrs. Ennis, terminating her services:

January 12, 2018

*Mrs. Icylin Ennis
House Parent
Hanbury Home for Children*

Dear Mrs. Ennis,

Termination of Service

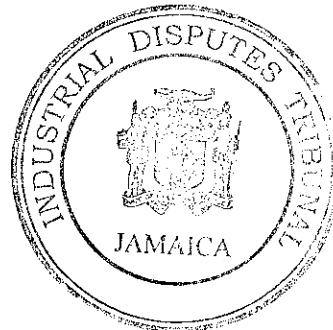
“Your response to management concerning your refusal to assist with the washing of the children’s clothes is duly noted but unacceptable. As a result, your service is hereby terminated effective January 26, 2018 for non-compliance with your signed job description.

Your commitment to the development of the Home has been unquestionable and well received. Administration wish for you every blessing in your endeavours”.

Every blessing

Sincerely yours,

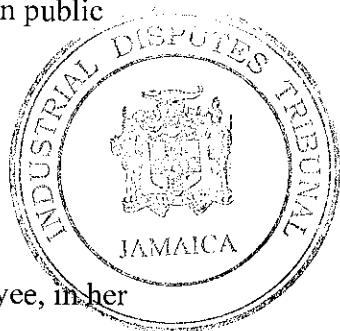
*Selburn Laing
Major
Administrator*



17. Major Laing said that Mrs. Ennis was paid for outstanding vacation leave and paid in lieu of two weeks' notice based on advice sought from the Ministry of Labour.
18. In respect of a claim for compensation from Mrs. Ennis to cover for days off for another House Mother, Miss Ann, between February and November 2016, Major Laing said that she was not aware nor did she ask Mrs. Ennis to work during the period. She also said that Mrs. Ennis would not be on duty between 5:30am and 10:30pm as the shifts were for eight hours.



19. In terms of the funding of the Home, Major Paulette Laing said that the Salvation Army is a non-government organization and does not operate for profit. Rather, the programmes are dependent on public giving and the Hanbury Home depended a lot on public contributions.



THE CASE FOR THE AGGRIEVED:

20. Mrs. Karlene Robinson-Miller, Attorney at law for the aggrieved employee, in her opening submission, said that Mrs. Ennis had dedicated her life to the service of individuals, particularly the sick, elderly and children. Service is what she had been doing her entire life and she had been overworked, underpaid, undervalued and unfairly terminated.

21. Mrs. Robinson-Miller said that due process was not observed in the termination of Mrs. Ennis' services and as a consequence, the termination was contrary to the Labour Relations Code and was therefore unjustified. She said that Mrs. Ennis did not receive a warning which sets out the circumstances of the misconduct she was deemed to have committed. She described Mrs. Ennis as a committed worker and said that the Management failed to employ sufficient staff for the Home. She said that her client was claiming compensation if reinstatement is not possible.

22. Mrs. Ennis, in her evidence, stated that she was employed to the Home in her capacity as an Assistant Nurse/Caregiver and that her duties involved providing first aid, being House Mother for between 22 and 25 girls and supervising the cleaning of the dorms. She said that she was a very committed person as she loved what she did having chosen a career path to deal with children, adolescents and old people until her services were terminated.

23. Between 2012 and 2015 there were two Caregivers at the Home with responsibility for the girls. During that period, she was also responsible for storeroom duties, supplying things to 'baby land' and ensuring everything was okay.

24. The other Caregiver left in January 2015 and she was the sole House Mother for the girls' side living in the Home with another person coming on at nights. During cross examination, she said that there were two other House Mothers for the girls' side after 2015. She said that she lived on the premises between 2012 and 2018. Her working hours were 5:30am to 10:00pm for six days per week. She got up at 5:30am for the girls to start bathing, have breakfast, check their bags and see them off to school by between 7:30 and 7:45am. There were responsibilities during the day until the children returned. She then took care of them with supper, homework and supervising them even when they were watching television. She, therefore, worked until 10:00pm when the lights were turned off.

25. She said that when the Majors Brown were Administrators, there were two Laundresses, and the Caregiver was allowed to hand wash the children's church clothes. She said that she was exempt from the laundry because she was doing other tasks such as supervising the boys, girls and baby land, going on the road to clinics and the kids' appointments, as well as because of the problem with her hands.

26. She said that she has terrible arthritic pains in her hand. Mrs. Ennis said that she had gone to the doctor in 2014 and got a letter and she was supposed to get her hands checked out and receive injection.

27. After the death of Major Brown, Majors Selburn and Paulette Laing took over the administration of the Home in February 2016.

28. Mrs. Ennis said that at a staff meeting in late August to early September 2016, Major Paulette Laing, said *'as of tomorrow all Caregivers will have to go to the laundry'*. Mrs. Ennis said she was taken aback and asked if there was a meeting where persons were made aware of it. Major Laing's response was '*No, they don't have to have a meeting because they are Administrators, they can choose to do or say what it is that they are trying to say to us*'. Mrs. Ennis said that she requested a meeting outside of the staff

meeting and that meeting was attended by the two Majors and herself. She said that she indicated in the meeting that she would not be able to manage the laundry activity because of her hands and aside from that she was never involved in laundry as she was exempt from doing it.

29. She said that having told the Laings about the problem, they responded that “*we are told that you are a very valuable worker here, so they are going to try to get someone to help with the laundry*”. So, she ‘*left the meeting with them telling me that they will exempt me because of whatever they were told*’. She said that they got a lady who lived nearby who would come in and wash the clothes and that the lady was there until the latter part of 2017. They said nothing further to her about the washing of clothes.

30. About September 2017, Major Paulette Laing asked her to wash some underwear for the small girls. She testified that when she went to the laundry accompanied by one of the older girls, there was no water as the maintenance man was working on the lines. She left the clothes as she had to go on her shift that evening. She went back the following morning, but she did not find the clothes as apparently another caregiver had washed them. Major Paulette Laing spoke to her that day about not doing the underwear. She tried to explain the water issues to Major Laing, but she became upset and would not listen to the explanation. She had no further opportunity to explain her failure to wash the clothes.

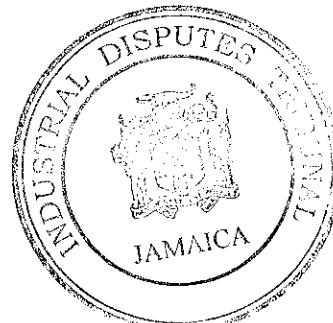
31. Subsequent to this incident, she received a letter dated October 10, 2017 (*previously referred to in Paragraph 13*). By letter dated October 12, 2017, she responded. The following is a reproduction of her response:

October 12, 2017

The Management Team

The Salvation Army Hanbury Home for Children

Kendall, Manchester



Dear Sir/Madam,

This letter serves as a reply to your letter dated October 10, 2017.

I, Icylin Ennis have been employed by the above named institution since July 7, 2012.

Upon the signing on my initial contract, there were verbal agreements with the prior management (Mr. & Mrs. Major Brown) that took place which since that time has been in effect.

One of those verbal agreements addressed the task of laundry for which I was exempt for reasons clearly expressed; as well as there were other employees assigned for said task. This was however changed under your management with no prior discussion, which has since been the reason for several conversations on the subject within the current year.

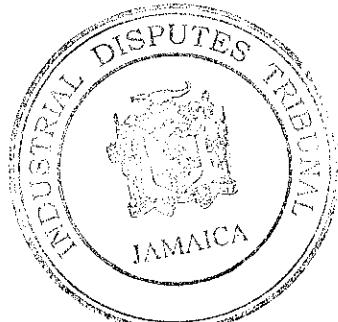
Having received your letter, I am hereby making it known that I will not be resigning my post. I have given my time and service to the staff and children of this institution above and beyond my duties in areas listed on my job description as well as areas not listed on same job description. I have during my tenure which has spanned over 5 years, carried out my duties to the satisfaction of the prior management and my best abilities with no issues or causes for concern.

If there are satisfactory reasons with examples for any lack of performance on my part which has contributed to a significant failing in my position here at Hanbury Home for children you may feel free to make a decision of your choice stating same.

I remain a committed and dedicated member of staff until this matter can be settled appropriately.

Yours sincerely

Icylin Ennis (Mrs.)

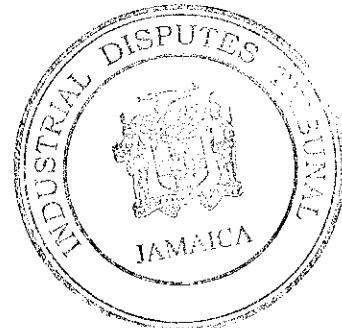


32. Mrs. Ennis said that she was surprised when she received a letter dated January 12, 2018, notifying her of the termination of her services effective January 26, 2018. (This letter was reproduced at Paragraph 15 above). She said she asked herself what she had done to receive this 'kind of rapid decision'. She said that prior to her dismissal, she received no letter from the Home with respect to misconduct apart from the letter of October 10, 2017.

33. The reasons cited for the termination were that she refused to assist with the washing of children's clothes and for non-compliance with her signed job description. She said that nowhere in the job description that she signed, did it indicate washing of children's clothes as a task.

34. She said that her dismissal resulted in a loss of her self-esteem, and it has become very stressful and depressing and has taken a toll on her regular lifestyle. It has been difficult financially and it makes her feel less of a person. She has made attempts to find alternative employment but without success and she attributes this to the Covid 19 pandemic as well as her age, as she is 64 years old. She, therefore, has to rely on her husband and children for financial support.

35. Mrs. Ennis said that she gave herself effortlessly to the Home for three and a half years, living in and away from her husband, getting one week end off per month. She believes she should be compensated for those overtime hours, the time she has been out of a job as it is difficult for her to find another job at her age and for the stress that the termination has caused her. She felt there could have been a meeting to see if things could have gone another way.



THE TRIBUNAL'S FINDINGS:

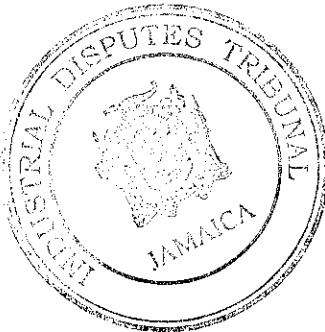
36. The Tribunal, having heard the evidence, considers the following as the major points for deliberation:

- a. Was the duty to wash the children's clothes contained in the job description?
- b. Was due process followed and was the dismissal of Mrs. Ennis justified?

37. The central issue was Mrs. Ennis' failure to wash the children's clothes. The evidence from the Home suggests that laundering of children's clothes is an integral part of the responsibility of House Mothers and that as a House Mother, Mrs. Ennis failed to do it. In support of its claim, the Home refers to the job description which was signed by Mrs. Ennis and in particular to the last clause "**any other task assigned by the Administrator or his representative**".

38. The following is a reproduction of the "House Mother(s) Mainside Job Description" which was tendered into evidence:

- *Supervision of the children indoor and outdoor - going to school and out to see that they are all properly dressed*
- *Ensure that all school work is done*
- *See that the children go to bed and wake up on time (see daily schedule for details)*
- *Do a roll call in the dorms or dining hall to ensure that no child is missing (morning, noon and night)*
- *Report to management any critical incident: sickness, accident, breaking etc; without delay*
- **See that the rooms/dorms and windows are always tidy and clean and at all times accessible to visitors**
- *The bathrooms must be cleaned daily*
- *The rooms (dorms) should be swept and mopped daily*
- *Windows should be cleaned once per week*



- *Curtains should be washed once per month*
- *Supervise the children in the TV Room at all times*

NB Children should not be left unattended at any time especially the small ones

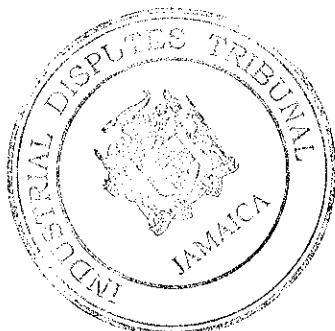
Personal Hygiene

Bathe the small girls daily paying close attention to their hair, finger nails and toes, nails, ears and teeth

- *All house mothers/caregivers should assist in the supervision of all the children even those who are not under your care*

Dining Room

- *Alternate supervision between and Boys' Housemother(s) when children are in the dining area*
- *Although you are the housemother for the girls, you should assist in the supervision of all children*
- *Along with any other task assigned by the Administrator or his representative*



39. During the examination in chief, Major Paulette Laing was asked about the job description.

Q: Now can you say if any aspect of the job description speaks to laundry that you had made reference to?

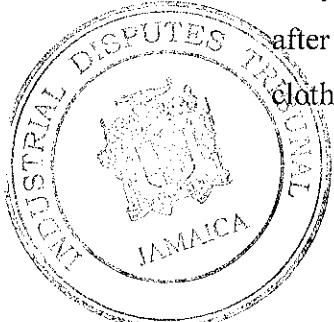
A: Well, while it is not under any bullets (at) the last line of the job description states "Any other task assigned by the Administrator or his representative"

40. Laundry of uniforms was not listed as a major task in the job description. While washing curtains, for example, was listed, laundering clothes was not. It suggests that it did not rise to the level of washing of curtains which was to be done once per month. The washing of children's clothes only became an issue after the reorganization took place during the second half of 2016 when the Laundress became a House Mother, and the



laundry tasks were distributed to all House Mothers. If the washing of clothes was so fundamental, it should have occupied a more prominent place in the job description instead of being under the omnibus clause "**any other task assigned by the Administrator or his representative**".

41. Mrs. Ennis has not denied that she was required to do washing. She said that under the administration of Majors Brown, it was required that she launder the church clothes of the children, which was by hand, but due to arthritic pains in her hands as well as the other tasks in which she was engaged, she received verbal exemption from washing the church clothes. No medical evidence was adduced to support the ailment despite reference being made to visits to and diagnosis by her doctors.
42. In her evidence, Mrs. Ennis said that she was taken aback when at a staff meeting in August 2016, Major Laing stated that '**as of tomorrow all Caregivers will have to do laundry**'. As a consequence, she sought a meeting with Major Paulette Laing to discuss the matter. Having met with both Majors Selburn and Paulette Laing, she said that she left the meeting on the understanding that she was exempted and to that extent a lady was subsequently brought in to wash the clothes until when she left in the latter part of 2017. There was no challenge to this evidence.
43. Major Laing said that there were several meetings with Mrs. Ennis regarding her not carrying out her washing duties. However, during her examination, Major Laing was asked "*Around how many meetings would you say that you had with Mrs. Ennis?*" Her response was that she could not remember the exact number but that she remembered the general meeting to make the change (August 2016) and she could remember at least two others.
44. Despite Major Laing saying that several meetings were held in respect of Mrs. Ennis' not carrying out her washing duties, this was not supported by the evidence. It appears that after the private meeting with Mrs. Ennis in August 2016, the issue of not washing clothes only re-surfaced after Mrs. Ennis failed to wash the children's underwear on



September 25, 2017. A meeting was obviously held on October 2, 2017. Mrs. Ennis' evidence suggests that the meeting came about as Major Paulette Laing was quite upset over the incident with the underwear and therefore, initiated action leading to the October 10, 2017 letter.

45. While the Home asked that Mrs. Ennis comply with the directive or resign her post, the evidence suggests that no efforts were made by the Home between October 2017 and January 2018 to either encourage or guide her toward improvements.

46. During cross examination, Major Paulette Laing said that she thought Mrs. Ennis was treated fairly. When asked why she was of that opinion, she said that "*she was given ample time*". The following is an extract from the exchange between Mrs. Robinson-Miller and Major Laing:-

Q: When you say she was given time what do you mean? You told her that she had three months to get this done, what do you mean?

A: No, I did not.

Q: What do you mean she was given time?

A: From the inception- from when we started up to the point where she was terminated, because she was asked verbally to do it, she was written and asked also to comply and all that time is a time span of over three /four month period, she was given the opportunity to do whatever she was supposed to do and she did not do it, and if you are in

47. A member of the Panel asked Mrs. Ennis what took place between receipt of the initial letter in October 2017 and the letter of termination in January 2018. Her response was that nothing took place. In fact, she said that:

“...we didn’t have any meetings, they didn’t try to get even a mediator to see how best it could work, everything just happened between October to January. I was

terminated without me really getting to express myself and to explain what was happening”

Q: So if I am understanding you, between your response to their letter and the letter of termination there was no real communication between yourself and the management with respect to the issues that were raised?

A: No sir, they didn't call me, they didn't do anything. I was just there until my time was up for termination.

48. This reinforces the point that the management felt she was given ample time, yet it did nothing to encourage and guide the employee beyond the purported infraction but merely allowed time to pass before terminating her services.

49. We do not agree with the Management’s submission that her dismissal was based on poor performance and that there was no need for a disciplinary hearing. George Kirkaldy, a Jamaican author on industrial relations matters, said on the procedure for handling poor performance: *“Reasonable time should be given to allow the employee to improve his performance during which encouragement and guidance is given”*. Our opinion is further supported by Wallace Albertyn, Senior Associate and Legal Advisor at Labourman Consultants, a South African firm of Labour Consultants and Attorneys, who said that *“When it comes to poor performance, the employer must follow a poor performance management procedure. If poor performance persists after a reasonable period of time, a disciplinary enquiry for poor performance must be initiated”*.

50. Mrs. Ennis was dismissed contrary to the procedure outlined in the Labour Relations Code. Paragraph 22(ii) of the Code stipulates that:-

The procedure should be in writing and should:

(a)

(b) Indicate that the matter giving rise to the disciplinary action be clearly specified and communicated in writing to the relevant parties;

- (c) *Give the worker the opportunity to state his case and the right to be accompanied by his representatives;*
- (d) *Provide for a right of appeal, wherever practicable, to a level of management not previously involved;*

51. Mrs. Ennis, upon being dismissed, had no prior formal knowledge of her infractions save and except for that which was outlined in the October 10, 2017 letter. She was also not afforded a hearing so that she could state her case prior to the termination of her services. Due process was, therefore, not observed.

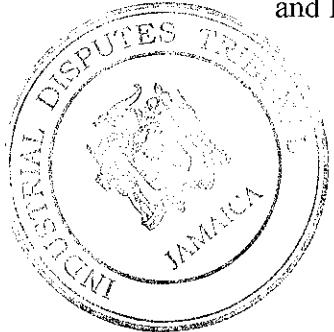
52. Section 3(4) of the Labour Relations and Industrial Disputes Act provides that:
A failure on the part of any person to observe any provision of the Labour Relations Code shall not of itself render him liable to proceedings, but in any proceedings before the Tribunal or a Board any provisions of such code which appears to the Tribunal or Board to be relevant to any question arising in the proceedings shall be taken into account by the Tribunal or Board in determining that question.

53. Major Laing, when asked during cross examination whether she had any discussion with Mrs. Ennis to determine why she declined to wash the children's underwear, said that she cannot recall. Mrs. Ennis gave evidence that in spite of a plausible reason, Major Laing did not listen for an explanation from her regarding why the underwear were not washed.

54. Under cross examination, Major Laing described Mrs. Ennis as not a very strong team person and that she had problems with her as she refused to wash the children's clothes. When pressed about how she refused, Major Laing said that Mrs. Ennis, in her response, said "she was not going back there".

55. The following excerpt from the exchange that took place between Mrs. Robinson-Miller and Major Laing bears the point:

Q: And when you said she refused, how did she refuse?



A: She didn't do it.

Q: Did she say to you that she would not wash the clothes?

A: Well, she said before that she was not going back there.

56. We find the expression "**not going back there**" of some interest as Mrs. Ennis, in answering this question raised by a member of the Panel said:

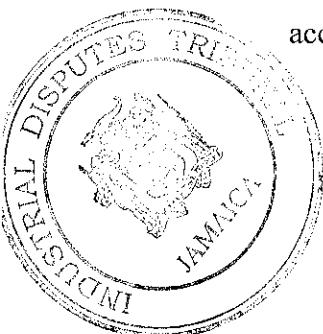
Q: Did you feel any resentment after the Browns left and the Laings took over, on the basis that your responsibility - some of the things that you did - because you said you were actually doing supervision, those were removed?

A: Yes sir. After a while – I don't know what happened- everything was taken away. Even the spiritual part of it where I would go with the children in the morning in the chapel to have them have a devotion before they go off to school, have a devotion, go to the dining room and then they would go off to school, that was part of me waking up every morning just to do that. I am not saying that it was due but.....they were off. I was doing the storeroom, getting out the breakfast, the lunch, the supper for the cooks. I would go to the boys' dorm to make sure the dorms are tidied properly. I would go to baby land with their supplies, the pampers, the milk, what have you and then talk to caregivers around there. I was actually what you would call – what Major Laing was doing after she came. She took all that away. I remember at one point she said that you must be the Major's Assistant and I said well, yes, I was but I was never paid for any of all these things I was doing..... The Home was like it was my home at home and I knew where everything was. I was there long enough, I was experienced enough to carry on that Home.....

57. The Tribunal is of the view that subsequent to the change in administration, the duties Mrs. Ennis was performing which provided her with some job enrichments were altered

and this led to her becoming demotivated and resentful. Mrs. Ennis seemed to have experienced a ‘crumbling of her world at the Home’. She was the ‘Administrator’s Assistant’ and had ‘paid her dues’. As a consequence, when she was told to launder children’s uniforms, she regarded it as a retrograde step, hence the remark that she was “not going back there.” In addition, it appeared that some tension had developed between herself and Major Laing. Mrs. Robinson-Miller asked Major Laing if she had discussions with Mrs. Ennis when she did not wash the children’s underwear. Her response was evasive with her eventually saying that she “can’t recall asking her why the panties were not washed”. It would appear that there was a strain on the relationship between Major Laing and Mrs. Ennis and that the incident involving the children’s underwear only served to further damage that relationship. Therefore, Major Laing may not have acted objectively and without prejudice in the termination of Mrs. Ennis.

58. The heavy reliance on the job description as the basis for the termination and the absence of due process were unfair. No mercy was shown to her after she failed to wash the girls’ underwear.
59. The Tribunal finds that the termination of Mrs. Icylin Ennis’ services was unjustified.
60. Mrs. Ennis was not completely innocent in this matter and we believe that she contributed to her termination. She was quite belligerent in her approach to the washing of clothes. Given the provision of the washing machines, it was not necessary for her to hand wash the clothes and therefore the complaint about arthritic pains was unreasonable. She produced no medical evidence to support her claim and as a consequence we are unable to place any weight on her alleged medical condition without the supporting evidence.
61. The evidence regarding how the Salvation Army in general and the Hanbury Home for Children in particular are financed was not lost on the Tribunal and has been taken into account during our deliberations in determining this award.



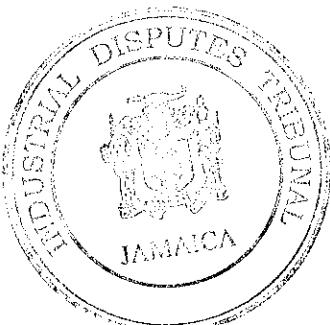
62. We also noted that the Home had already filled the vacancy created consequent on Mrs. Ennis' termination of employment. In spite this and based on her strong views about washing children's uniforms, we believe that it would not be practical for her to be reinstated.

63. Claims for unpaid wages and overtime payment are not matters before the Tribunal and would, therefore, not be the subject of this Award.

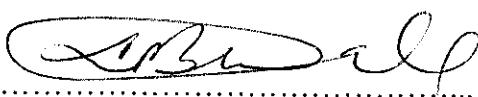
AWARD:

64. In accordance with Section 12(5)(c) of the Labour Relation Industrial Disputes Act, the Tribunal orders that Mrs. Icylin Ennis be paid the sum of Five Hundred & Twenty Thousand Dollars as full and final settlement for her unjustified dismissal.

DATED THIS 30th DAY OF MARCH 2021.




Mr. Errol Miller, JP
Chairman


Mr. Leslie Hall, JP
Member


Mr. Clinton Lewis
Member

Witness:


Nicola Smith Marriott (Mrs.)
Secretary to the Division