

**COMMONWEALTH OF THE BAHAMAS  
INDUSTRIAL TRIBUNAL**

**IT/NES/157/2018**

**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:

**LUANN MORRIS**

APPLICANT

VS.

**NATIONAL ART GALLERY**

RESPONDENT

Appearances: Mr. Nathaniel Dean on behalf of the Applicant  
Mr. Stephen Turnquest 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 is a claim for unfair or wrongful dismissal as set out in the Originating Application filed by the Applicant on the 21<sup>st</sup> November A. D. 2018 and the Report of a Trade Dispute filed herein.

2. The matter commenced on the 2<sup>nd</sup> December, 2019 when the Applicant identified her Witness Statement filed herein. A copy of the same is set out below.

COMMONWEALTH OF THE BAHAMAS  
INDUSTRIAL TRIBUNAL  
NASSAU, THE BAHAMAS

No. IT/NES/151 OF 2018

In the Matter of the Industrial Relations Act

BETWEEN



LUANN MORRIS

Applicant

AND

NATIONAL ART GALLERY OF THE BAHAMAS

Respondent

WITNESS STATEMENT OF LUANN MORRIS

1. I, LUANN MORRIS of the Eastern 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 name is LuAnn Patrice Morris, I was the first and only permanent employee hired by the founding Board of Directors of The National Art Gallery of The Bahamas, located on West Hill Street, Nassau, N.P., Bahamas in June 1996, as Secretary. I worked along with Founding Chairman, Mr. Vincent D'Aguiar and the entire founding Board of Directors. The NAGB is led by a board of directors under the Ministry of Youth, Sports and Culture.
4. The founding Board, appointed by the then Prime Minister comprised of the following members:

*(Handwritten mark)*

- Founding Chairman - Mr. Vincent D'Aguilar
- Founding Co-chair; Dr. D. Gail Saunders
- Mr. Harold Munnings
- Secretary to the Board; Mrs. Clarice Granger
- Fundraising Committee; Mrs. Kim Arakua
- Acquisitions Committee; Mrs. Camille Bismert
- Ms. Nicki Kelly
- Mrs. Patricia Ginton-Meicholas
- Mr. Stanley Burnside
- Mrs. Susan Roberts
- Mr. Antonius Roberts
- Mrs. Francina Horton
- Ms. Grace Turner
- Rev. Dr. Hervis Bain
- Ms. Vernice Walkine
- Mr. Cedric Saunders
- Mr. Cleophas Adderley
- Mr. Ian Fair
- Lady Anne Johnstone
- Mrs. Simonetta Raymond Barker
- Mr. Julian Francis and Ms. Margaret R. Guillaume.

5. The founding board's service ended July 2004.

6. I had full responsible for the daily running and operation of the office. Being the sole employee stationed at the office for 7 years, which was located on West Hill Street, the property of Villa Doyle. My responsibilities consisted of, and were not limited to the following:

**Site Receptionist** - answering all incoming phone queries and walk-ins on site.

**Messenger duties** - Payment of bills associated with the running of the office. Delivering cheques, post office errands. Using my personal vehicle.

**Custodian** : cleaning, dusting sweeping, taking out trash, washing dishes, polishing furniture.

**Secretary to the Board** - Setting up meeting space, preparation of Minutes of Board meetings, typed, and distributed to board members, using my personal computer and supplies. The mailing of invites and board correspondences. Oversaw and coordinated the everyday operations of managing the Gallery.

**Security** - Point person, screening for person coming onto the property. Liaising with Sure Alarms Security Company.

7. I worked along with the founding Board as on-site point person and Secretary on a full-time basis, between the hours of 9am - 5pm Monday through Friday, for several years prior to the renovation of Villa Doyle, the future site of the National Art Gallery of the Bahamas.
8. During the month of **December 2002**, arrangements were being prepared to have the office building readied for the time of the year, being Christmas and the upcoming new-year. Interior to the administrative block walls were painted and doors were painted, and office carpets cleaned. A marble block was donated to the gallery which rested in the office hallway.
9. **JANUARY 2003 - JULY 2011** (8 years spent working with founding Director/Chief Curator, Dr. Erica M. James and founding board members)
10. Following the Christmas holidays, upon my return to office in **January 6<sup>th</sup>, 2003**, the initial weeks were spent in preparing the founding Director/Chief Curator, Dr. James' office for accommodation. Office supplies were ordered and whatever basic needs to get the new Director/Chief Curator settled in were ordered. The future site of the National Art Gallery

now fully underway. Dr. Erica M. James had arrived at The National Art Gallery of The Bahamas to be my immediate supervisor and NAGB's Founding Director/Chief Curator. Dr. James was the second permanent employee hired by the gallery's founding board. Dr. James and I commenced a working relationship as I continued my duties working for the Board and assisted her with the launch of the National Art Gallery in July 2003.

11. The National Art Gallery of The Bahamas held its official opening ceremony. Invitations were personally hand delivered and distributed to 500 guests to attend the event. The Master of Ceremonies was Mr. Creswell Surrup, Permanent Secretary within the Ministry of Education. The keynote address was given by then Prime Minister and Minister of Finance, The Hon. Perry G. Christie, M.P.

12. As the institution and staff grew, I decided to invest in my education. In the fall of 2005, I enrolled in the Bahamas Baptist Community College, located Jean Street, Nassau, Bahamas, to pursue a degree in Business Management studies. With my new-found education, I became more confident and sharper in my duties, often-times asking for added responsibilities, always expressing a desire to learn.

13. Through my professional development, the Board saw fit to offer me a promotion to Office Manager. This new role involved an expansion of my front office duties to include, but not limited to the following:

- **Supervision of the gallery's facilities management division** – conducted walk-arounds of property to assess what repairs needed to be accomplished. Copy of repairs presented to Director for approval.
  - **Electrical - Repairs to lights outside south eastern door and light on lower porch**
  - **Interior of building - (Balcony door) Nick Mosko; Nick Mosko & Sons**
  - **Front of building to be gently cleaned**
  - **Gates to be painted and hinges oiled-** done by Ian Smith and Bernard Davis
  - **Water holding tank to be painted** – done by Bernard Davis, handyman

January 25<sup>th</sup>, 2017 (Executive Board Meeting)

Monday, October 25<sup>th</sup>, 2017

Monday, November 30<sup>th</sup>, 2017

Board Minutes prior to 2001 are housed and filed away in the original office (annex building)

- **Email** - Responsible for answering and responding to gallery's general email
- **Receptionist/Customer service** - Supervised walk-ins and guests inquiries
- **Filing** - Gallery correspondence
  - Organizing and upkeep of artists files
- **Training** - Personally trained Janitorial staff on the use of MS Word (Ms. Viona Evans) so that she is able to prepare her bi-monthly reports.
- **Security Department** - Preparation of work schedule, updating notice board for upcoming events so that security personnel are informed of events
- **Research** - newspaper, internet articles for gallery's info boards and artist files.
- **In June of 2011**, Founding Director/Chief Curator, Dr. Erica M. James departed the gallery to seek employment overseas. The Board was then seeking a new Director to lead the gallery. The founding Chairman Mr. Vincent D'Aguiar having resigned, the founding Co-Chair, Dr. Gail Saunders took over at the helm of the Board as the incoming Chairman, with Mr. Harold Munnings, as Co-chair.

14. It was not until **November 2011** that the gallery welcomed its new Director, Ms. Amanda Coulson. The entire staff and board welcomed the new director and wished her well during her employ with the NAGB. Director Coulson and I had a great working relationship in the beginning. I personally had the task of chauffeuring her around to conduct her private business, securing her National Insurance, Passport, and driver's license documents. I personally saw to it that she was comfortable and had everything she needed to feel welcomed. I was eventually also given the title Executive Assistant to the Director.



15. I assumed that Director Coulson was pleased with the way I conducted my responsibilities at work, as she was often praising me for the "great work" that I did, such as, and only recently:
- **October 15<sup>th</sup>, 2016** – Director Coulson wrote the Board as follows: "Praise Be" Once again Ms. Morris should be commended for her persistence and for being an invaluable partner in these last days. She was always reachable and on point".
  - **March 16<sup>th</sup>, 2017 @ 10:40a.m.** Director Coulson stated "I have total and complete confidence in Ms. Morris. Whatever she advises, please trust her judgement, as she has been here for 17 years. Whatever she says and advises, please go ahead. She knows everything about the NAGB".
16. Everything progressed somewhat satisfactory until the Director and Store Manager started having daily heated dialogues. I know this because I shared my office space with him and the Librarian. The arguments consisted of him accusing her of fabricating lies and documents, mismanagement and many egregious acts.
17. The working environment became progressively stressful!!! This behavior caused a great deal of stress to staff.
18. The Store Manager's Contract was subsequently not renewed in May 2013.
19. I mentioned this information because this is what contributed to my eyes being "opened" as to what was going on at the gallery, as I did not wish to believe that someone could be that "devious".
20. Since Mrs. Coulson's inception and up to my termination date, there have been numerous reports from staff and vendors of malfeasances committed by Director Coulson. However, there were many resignations following the arrival of Mrs. Coulson.
21. Again, as we had no official Human Resources Department, and the Director was also controlling the Human Resources files, as she communicated via email to the entire staff following a general staff meeting of Monday, January 27<sup>th</sup>, 2014 @ 12:25pm, "Amanda



is now functioning as HR please if you have any questions, holiday, sick, time, etc. please ask her and not Ms. Morris".

22. It was also reported by Security that the Director was taking home staff files and kept them locked away in a filing cabinet in her office, of which I witnessed also. Staff would come into my office to report these incidences, their complaints, all of them were similar in nature. These included the Director telling them to lie, telling them to fabricate letters on other staff members, removing funds from the cash register, hosting events but not turning in funds, telling them to list transactions as "donations", cursing to the staff, speaking ill of staff and board members to non-staff members, micro managing, forgery etc. All of which made them extremely "uncomfortable" finding all of this information too much to bear. I contacted then Chairman Dr. Gail Saunders, who informed and encouraged me to "document everything", that I suspect to be suspicious activity.
23. This went on for some time; the board once again, had a changeover, with new incoming Chairman. Mr. Stanley Burnside at the helm. I was pleased to hear that Mr. Stanley Burnside was going to be the new chair, as he was one of the founding board members.
24. I eventually contacted Chairman Burnside and asked him to have a "word" with the Director as there was low morale among the staff at the gallery.
25. Mr. Burnside invited me to stop by his house after work to discuss these details and complaints on multiple occasions, with never any remediation.
26. So I decided to speak with the accountant, Mrs. IdaMac Lloyd-Adderley, insisting that she please research the cheque requests that were being sent to her, prior to issuing them. Mrs. Idamac Lloyd-Adderley then stated that her "job was solely to facilitate"! However, the cheques continued to be issued by the Accountant and signed off by the board's signatories.
27. The phone calls and meetings with the Chairman continued at his house, with no remediation, until the issue concerning the forgery of the Chairman's signature by Director Amanda Coulson, it was only then that the Chairman took any action to reprimand.





28. The staff members that witnessed the forgery were asked to meet with the Chair and Executive committee. One staff on site, Ms. Abby Smith, confirmed to what she had witnessed. The other staff member, Ms. Avery Wright had left to attend school abroad and was contacted via phone. However, in the upcoming days, in September 2016 both the Director Coulson and Ms. Abby Smith were suspended.

29. Details that led to my termination December 2017

- **October 2017 - Staff Appraisals (conducted by Director Amanda Coulson)** the results of my appraisals went very well; I was pleased with the outcome as I was given an above average rating. I took a copy of the results for my files. The results of which are as below:

On a scale of 1 (poor), 2 (Below average), 3 Average, 4 (Above Average), 5 (outstanding)

Assessment of Skills and personal characteristics

Technical Competence	5	Punctuality	4	Conduct with the public	5
Initiative	5	Quantity of work	3	Conduct with colleagues	5
Interpersonal Skills	5	Oral Communication	5	General behaviour	5
Quality of work	5	Attendance	5		
Written Communication	5	Dependability and responsibility	5		

*AM*

2 Slippers (silver & blue)

Makeup

2 Throw scarf (beige and black)

Computer mouse (pink) & assorted miscellaneous items that were on the work desk.

- I was then asked to leave the property, while she accompanied me back downstairs. The Director then presented me with a white 8 1/2 x 11 envelope. Observing the "strange" demeanor of the Director, I knew not to ask any questions and left the property as I had been instructed. The entire process lasted 5-7 minutes. Following, I was never contacted by the Board.
- Upon reading the contents of the letter, I observed that the letter was dated Tuesday, December 12<sup>th</sup>, 2017, the same day that the Auditor's report was delivered and not the present date.

### 30. CONTRACTS -

September 3<sup>rd</sup>, 2013 - "Employees at the NAGB, a quasi-governmental institution, are employed by the Board of the NAGB on one or two-year contracts" - Ms. Chloe Smart-Whymys, Senior Assistant Secretary, HR Department, Ministry of Youth, Sports and Culture.

These are the only documents of Contracts that I presently have in my possession.

CONTRACT YEARS	ANNUAL SALARY	GRATUITY
1996 (Letter on file)		
(Appointed Secretary by the founding Board)	522,100.00	0
October 2003 (board presented me with 4% (\$6,188.00) representing gratuity over a seven-year period		


May 1 <sup>st</sup> , 2008 - April 30 <sup>th</sup> , 2010	\$24,500.00	10%
May 1 <sup>st</sup> , 2010 - April 30 <sup>th</sup> , 2011	\$26,900.00	10%
September 2011 - August 31 <sup>st</sup> , 2013	\$29,000.00	10%
January 1 <sup>st</sup> , 2012 - December 31 <sup>st</sup> , 2013	\$33,600.00	10%
January 1 <sup>st</sup> , 2014 - December 31 <sup>st</sup> , 2015	\$34,800.00	15%
January 1 <sup>st</sup> , 2016 - November 30 <sup>th</sup> , 2017	\$35,250.00 (inconsistent)	
2017 - 2018 - unsigned, terminated	(new Contract offered)	

31. N.B. July 22<sup>nd</sup>, 2016 @ 5:01p.m. via Email - However, The Executive Board together with AOS Services, Ms. Robyn Curtis had undertaken a forensic review of all gallery operating procedures, as well as all staff contracts. Contracts were discovered to be inconsistent.

32. I honestly and truly believe that my service was not only terminated wrongfully but I was terminated unfairly after being employed with the National Art Gallery of The Bahamas for twenty-one (21) years of stellar and exemplary service to this entity.

33. I am now seeking damages to compensated for my years of service, including all of my pecuniary benefits.

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

Dated the 24<sup>th</sup> day of May 2019  
  
 LuAnn Morris

3. The Applicant testified that she was employed by the Respondent from June 1996 for a period of Twenty-one (21) years. She states that from inception she had the responsibility of carrying out a multiplicity of tasks to be sure the Gallery functioned smoothly.
4. According to the Applicant Amanda Coulson took up duties as the Gallery's new Director during the month of November 2011. She says she personally assisted the new Director who appeared to be pleased with her performance.
5. The Applicant further testified that even up to October, 2016 and March 2017 the Director wrote to the Board commending her for being such a great worker.
6. At some point the Director became responsible for Human Resources and informed the staff that all such matters should be directed to her. She alleges that there were numerous complaints from staff concerning the Director's improprieties. This made the Applicant uncomfortable so she complained to Dr. Gail Saunders and Mr. Stanley Burnside in their respective tenures as Chairman.
7. The Applicant states that up to October 2017 her performance was related as "Outstanding".

8. The Applicant says she had arranged a private meeting with the new incoming Chairman Lawrence Bascom but at the meeting Mrs. Coulson was present as well.
9. Things started to go downhill and according to the Applicant on Tuesday, 17<sup>th</sup> November, 2017 she was handed an envelope which contained a draft Contract which she was asked to look over and sign. Before she was able to properly peruse the same she was pressured into signing it.
10. Further on Sunday 3<sup>rd</sup> December, 2017 on her arrival at the office at about 10:00 a. m. she discovered that her filing cabinet had been pried open. She felt that her office had been broken open so she tried to contact but could not locate the Security Officer on duty. She then summoned the police at which time she and the Security Officer gave statements.
11. She states that on the 3<sup>rd</sup> December, 2017 she arrived at the parking lot and observed Director Coulson sitting on the lawn. The Director approached her and demanded that she turn over all the keys in her possession and the password to her computer. She was told not to touch anything and that her personal belongings would be packed up and delivered to her. She had not received the same up to the date of trial.

12. Under cross-examination the witness states that numerous complaints were made by other staff members to her as Office Manager and she in turn made them to Stanley Burnside, the then Chairman.
13. She also explained that because there was no Human Resources Director Mrs. Coulson acted as such and thus was able to manipulate person's files.
14. During extensive cross-examination the Applicant insisted that everything she said was correct and true.
15. The Applicant closed and the Respondent called Amanda Coulson and Lawrence Bascom. Both of these witnesses gave basically the same evidence which in a nutshell is that the Applicant was not terminated but in fact refused to sign her new Contract thus they came to the conclusion that she no longer wished to continue her employment with the Gallery. Both witness statements are set out below.

COMMONWEALTH OF THE BAHAMAS  
INDUSTRIAL TRIBUNAL  
NASSAU

IT/NEB No. 157 of 2018

In the matter of the Industrial Relations Act

BETWEEN



LUANN MORRIS

Applicant

v.

NATIONAL ART GALLERY

Respondent

WITNESS STATEMENT OF AMANDA COULSON

1. My name is Amanda Coulson. I live in the Eastern District of New Providence. I am the Director of the National Art Gallery of The Bahamas, Respondent in these proceedings.
2. I am familiar with the Applicant, Ms. Morris, having worked with her for several years.
3. Ms. Morris started working for the founding board members of the National Art Gallery of The Bahamas ("NAGB") in June 1996, long before the institution was formally constituted in 2003. She initially served as a secretary for the as-yet un-housed NAGB for 4 years.
4. Ms. Morris has always been commended for her phone etiquette and her ability to converse with a wide range of visitors, as she is extremely skilled at creating a welcoming persona and warm atmosphere and over time, she acquired valuable institutional memory.
5. Her personnel file reflects, however, a pattern of skirting of the truth to serve her own ends, presenting herself as more skilled than her education or attainment level warrant, insisting on being paid above her qualifications, while consistently

attempting to undermine the authority of the Director by circumventing the position.

6. The circumstances which led to her final separation from the NAGB were only the latest in a long history of troubling behavior.
7. In 2000, Ms. Morris formally applied for the position of Administrative Assistant for the fledgling NAGB. She stated on her application that she was an "Office Administrator," while all her Vacation Application Forms in Archives listed her as a Secretary, until April 16, 2003.
8. At that time, it was decided that she possessed insufficient education to qualify for the position of Administrative Assistant and she was encouraged to take extra classes in order to meet the basic requirements, which she completed over the course of the next 2 years.
9. On July 10, 2003, the NAGB officially opened under the leadership of its first Director, Dr. Erica James and Ms. Morris' title was officially changed to Administrative Assistant.
10. Just 4 months later, on December 6, 2003 — a few weeks after sending in a 5-day sick slip (November 5<sup>th</sup>-12<sup>th</sup>)—Ms. Morris was reprimanded in writing for lateness and unacceptable behavior.
11. On January 13, 2004, Ms. Morris was seen in a memo trying to circumvent the Director in an effort to attempt to change her work hours by going directly to the Board Chairperson, stating "I have been given approval" [to leave work early] and "await consent."
12. On January 19, 2004, in a follow-up memo of complaint, Ms. Morris insisted on having the matter discussed at the Board level, stating "I choose to work through lunch and leave at 4 p.m.," whereas the Staff Manual from that period, clearly stated:  
  
"9.1d Lunches And Breaks. Each staff member has one hour for lunch, which can be taken between the hours of 12-2pm. Lunch is not a flexible hour. This means that staff members cannot choose to arrive at work every day at 10:30am or leave at 3:30pm assuming that if they work lunch hours it makes up the time difference. Please make arrangements with Senior Staff when shifts in the lunch hour are required".
13. In May, 2004, Ms. Morris sent a letter to the Director, Dr. James, copying the NAGB Board (a regular tactic used by Ms. Morris to circumvent the Director)



- asking for a raise. Ms. Morris said that she had remained at the same salary for 8 years and attached for reference a pay scale from the USA at \$10,000 more than her current salary (which had already been acknowledged to be above her qualification level). She further claimed that she had not received a "standard raise based on cost of living increases," ignoring the fact that she had been awarded a bonus of \$6,188 for the past 7 years.
14. Director Dr. James' response was that "salary increases are not negotiated in the service" but the request would be considered at the next Board meeting.
  15. On **June 14, 2004**, Ms. Morris was awarded a \$600 annual increment (in line with government pay scale).
  16. On **June 22, 2004** she produced a sick note and was absent from work.
  17. Shortly thereafter then-Chairperson Dr. Gail Saunders addressed Ms. Morris' displeasure at the awarded increment, indicating to Ms. Morris in writing that she was being paid at a level "higher than your qualifications warranted" and that she had been given annual bonuses of \$6,188 for the 7-year period.
  18. On **October 12, 2006** Ms. Morris was severely reprimanded for releasing an internal Memo which Dr. James called an "egregious act" and "a complete breach of confidentiality on your part and damages your credibility as a trusted employee." Ms. Morris was invited to respond in writing if she "feels she is being judged in error"; there was no response on file.
  19. On **August 14, 2007** in a letter addressed to then-Minister of Youth Sports and Culture, Hon. Carl Bethel, Ms. Morris indicated that she had sought and been granted a private interview with the Minister, which represented another attempt to circumvent established procedure and protocol. She claimed in writing to have served as Office Manager since 1996, which was blatantly untrue (she was a Secretary until 2003, then an Administrative Assistant). She also falsely stated that she had served as Office Manager/Administrative Assistant/Facility Coordinator "for the past eleven years to date" (in fact the NAGB facility had only been open for 4 years) and said that she had questions with regard to her employment status that "*have gone unanswered for some time, with no satisfactory answer.*" The final sentence indicates a pattern of disregarding internal management decisions, and of consistently seeking to apply pressure from above.
  20. This action led to internal discussions taking place to better clarify all staff positions at the NAGB. The Board, after discussions with the Minister of Culture and the Permanent Secretary, directed Dr. James to process and maintain formal contractual

agreements with all persons employed at the NAGB, clarifying matters of (inter alia) vacation, pay and pension.

21. In a letter from Ms. Morris to Director James, dated **September 22, 2008**, Ms. Morris stated she had received a draft of such a contract on **September 19, 2008** for the position of Office Manager at a salary of \$24,500, with 5 weeks' vacation. The letter, listing a litany of complaints and queries, was again cc'd to the NAGB Board.
22. Ms. Morris stated that as Office Manager, she could not ensure that all telephone and internet systems were fully operational because she has "had no formal training in the area of being a telephone technician." She further stated that "the current outline of tasks are too heavy for one individual to undertake" and that the proffered contract—with a Force Majeure clause common to all NAGB employee contracts—was "your way of forcing and attempting to bully me into signing this contract" and said "No hidden agendas please", adding "as I am an employee of the board I would like for this correspondence to be addressed by that body".
23. Dr. James' response, of **September 22, 2008**, was that the contract was "in line with contracts offered by other government corporations."
24. On **October 4, 2008**, Dr. James wrote to First Assistant Secretary in the Human Resources Division of the Department of Archives requesting assistance in clarifying what Ms. Morris' position and terms had been previously. A note on the memo (dated **October 21, 2008**, i.e. one month after having received the contract) from the Department of Archives stated, "The majority of Morris' concerns (if not all) were addressed by Ms. James" followed by "Ms. Morris has not responded but Ms. James will see if a response will be given by Morris in a scheduled staff meeting. Matters will be presented to NAGB Board." This reveals Ms. Morris' frequent tactic of being non-responsive and using delay as a means of frustrating resolution. Ms. Morris ultimately agreed to the offered contract—which was backdated to **May 2008**—and since that time, has had a series of 2 and 1-year contracts, which always including an agreed increment.
25. Ms. Morris's employment contracts with the NAGB have been as follows:
  - May 2008 - April 2010 (two years)
  - May 2010 - April 2011 (one year)
  - Sept. 2011 - August 2013 (two years, later renegotiated after 4 months)
  - January 2012 - December 2013 (two years)
  - January 2014 - December 2015 (two years)
  - January 2016 - November 2017 (23 months)

26. Prior to my own arrival as Director in November, 2011, Ms. Morris included me in correspondence (dated Thursday, October 13, 2011) disparaging some of her colleagues at the NAGB. Since I had not yet taken up my position, I referred the letter to the then-Board Chairperson and Secretary.
27. I later realized that this was another weapon in Ms. Morris' arsenal, to be the first to make contact and thereafter ingratiate herself, while spreading rumors or complaining about colleagues or superiors. The employee on the receiving end of her complaints on this occasion was the second Administrative Assistant hired to work alongside Ms. Morris, Mrs Shevane Carr. Upon my arrival, Ms. Carr seemed very unhappy in her position and almost immediately tendered her resignation, giving one month's notice.
28. At Mrs. Carr's departure Ms. Morris campaigned to have some of Mrs. Carr's tasks reassigned to her in return for a substantial pay increase (despite the fact that her contract still contained the very same duties formerly judged by her to be "too heavy for one individual to undertake"). She argued that she could grow and expand and that as a "manager" she should be paid equitably with the then Store Manager, Mr. Noel Thompson. With no knowledge at that time of her history of continued agitation I took this request to my first Board meeting (November 29, 2011) and it was agreed to give Ms. Morris a raise from \$29,000 to \$33,600 per annum with an addition of substantial tasks.
29. However, just as with Dr. James before me, Ms. Morris continued to lodge complaints against colleagues about the amount of work she was given and her compensation.
30. Early in 2012, despite having just received a \$4,600 per annum raise in 2012, Ms. Morris filed a complaint that she was not being paid her increments. I researched the matter and issued a full report to Ms. Morris and the NAGB Board on May 17, 2012 detailing her very fair employment history from 2003 onwards with compensation including raises and increments of \$12,100 over a ten-year period. \$75 were found owing to Ms. Morris, which was paid.
31. In December, 2012 the NAGB was requested, by the Permanent Secretary of the Ministry of Youth, Sports and Culture, Calvin Balfour, to provide all contracts the NAGB had entered into, as new policies were being implemented. A trained governmental administrative assistant was seconded to the NAGB to assist with administrative duties. Ms. Morris refused to work with the assistant, Mr. Lightbourne, appearing to perceive him as a threat, and he left the NAGB after several months as the working situation had become untenable for him.

32. Ms. Morris continued to be agitated over her pay—stressing her work load, while having alienated the administrative assistant secured to help out—and on **September 4, 2013**, after I had issued a letter to all staff underscoring the importance of timeliness, Ms. Morris sent a complaint to me copying Chairman Stan Burnside, stating “It is unrealistic to arrive at work at 10:00 a.m. sharp daily”: that “I rarely take lunch hour [...] to compensate for any time I may have taken,” though this was *still* not allowed in accordance with the NAGB Staff Handbook. Continuing: “There is a gallery policy handbook that we followed in my 17 years of employment, but we have NEVER had to report our day-to-day operations to any ministry, I have done my research and I know of which I speak,” adding “I view the [all-staff] meetings as a waste of my time” and she finished with “Also, Staff Contracts should be discussed with the Board of Directors, as we are each employed under the current Board.”
33. On **September 8, 2013** I responded to Ms. Morris, giving my instructions in relation to timekeeping, differing staff functions and chain of command and any allowances according to those functions and pay scales and reiterating that “it is not proper procedure, as confirmed by the Chairman, for any staff member to initiate negotiations regarding their salary directly with Board members, individually or collectively, *before* going to the Director.”
34. In the ensuing years, there were repeated issues with timekeeping, as Ms. Morris would repeatedly arrive on property over an hour late, or only work 2-3 hours on Sunday when she was contracted to work 6 hours. Conversations with regard to tardiness led to a “shut down” from Ms. Morris, when all communication would cease, and in order to avoid these “shut downs” and keep the NAGB operating, Ms. Morris was given respectable Staff Reviews, as the general consensus was that Ms. Morris was untouchable, and we should simply find ways to work around her.
35. With this approach of catering to her demands and moods, the situation only worsened. For a year and a half, between 2016 and 2017, all of the NAGB’s phone bills went unpaid, as indicated in our financial audits. The water and cable/internet was regularly switched off for lack of payment and were usually left to the Executive Director to manage. As Office Manager these were clearly her tasks. During the period 2012-2017 unfounded allegations continued to be made against various colleagues and the Executive Director, and the former Board became exhausted by complaints and innuendo, including allegations of adultery, forgery and shredding of financial documents, among others, all unsubstantiated following thorough audits by external accountants and by the Auditor General of The Bahamas. Ms. Morris was known to be the source of the allegations.
36. On **July 26, 2017**, a new NAGB Board was announced in the newspaper and in **July, 2017** a memo was sent to all staff reminding them of the Staff Manual

regarding responsiveness to emails from superiors (immediate acknowledgement). A series of emails indicates the persistence of issues of non-responsiveness, wherein Ms. Morris sometimes took several days to respond, and months to complete a task.

37. On **August 15, 2017**, two weeks after the new Board was announced, and while I was on leave, Ms. Morris sent me an email accusing me of undermining her in her duties and not supporting her growth. I learned shortly thereafter that, without my knowledge, she had blind-copied the newly announced Chairman, Mr. Lawrence Bascom, who had not yet even accepted his appointment to the Board of the NAGB.
38. A lengthy response to her mail was sent, in which I again clarified the role of Director, my historical support of her, my duties with regard to hers, and the correct chain of command. I stated clearly that there should be no direct communication with the NAGB Board Chair without prior notification.
39. In **September/October, 2017** the NAGB team underwent annual staff reviews; during which it was made clear to all NAGB employees that the government had announced that no persons in the service would receive raises in the coming year. While Ms. Morris was given a better review on the ministry questionnaire than she deserved, an accompanying memo dated **October 5, 2017** was also attached to the review, which outlined areas where she needed to improve, including responsiveness, timeliness, and the need for training.
40. The memo also stated: "Ms. Morris needs a new computer (being actioned)". However, when a new computer was purchased, Ms. Morris refused to allow the gallery technician to install it.
41. On **November 2, 2017** Ms. Morris called the Chairman, again contravening our procedures as repeatedly underscored and in direct insubordination of my directive. A meeting had been set up between them for that day, **November 6**, a day on which Ms. Morris had in fact called in sick. The Chairman asked me to be present. In the meeting she made wild, incendiary and unsubstantiated accusations about me — including trying to "remove her computer", shredding documents, and smoking illicit substances at work — all of which accusations are documented. During her **November 6** meeting with the Chairman, Ms. Morris indicated that she would not be continuing her employment with the NAGB, which was also documented in a memo following the meeting.
42. On **November 6, 2017**, I received a complaint from the Chief Curator about Ms. Morris lack of responsiveness and timeliness, and how it was negatively impacting her department and the institution.

an appointment with me on the 29<sup>th</sup> of 20<sup>17</sup> to discuss and finalize her contract before its expiry on **November 30th**. She failed to meet with me to discuss her employment and also refused to respond direct to any of my emails for work related items. This was a continuation of her previous pattern of shutting down and refusing to engage when she was given constructive criticism or wasn't given what she wanted.

48. On **Wednesday, November 29** an email was sent warning her that her contract was due to expire the following day. She had, at this point, been told both verbally and

in writing (and been given the new contract twice for reference) that her contract would expire on November 30.

49. On **Thursday, November 30**, the day her contract was set to expire, Ms. Morris emailed in sick, stating she would report in after seeing the doctor that same day. She did not. This would be her 5<sup>th</sup> call-in day in eight weeks as she had called in sick on October 3, November 6, November 16 and November 20; most were either Mondays or Thursdays and—not working on Fridays and rarely coming in for her Sunday hours—this meant repeated absences from the NAGB team for 4-day stretches at a time.
50. Still assuming that she still wanted to work for NAGB, On **November 30<sup>th</sup>**, I signed her up (and paid) for online training courses with The Training Authority for in “Time Management,” “Advanced Writing Skills” and “Creative Thinking and Innovation”. I had also been in touch with head of HR at Ministry of Youth Sports and Culture to inquire about the Public Service courses “21<sup>st</sup> Century Office” and “Making Transition from Staff to Supervisor Seminar” in order to help address her deficiencies.
51. Given her absence on November 30, I therefore asked Ms. Morris to meet with me first thing **Monday, December 4** to resolve her contract. She continued to be unresponsive to my attempts to discuss the contract with her. By that point, Ms. Morris had had 2 weeks to review the contract and bring any concerns to my attention.
52. On **Friday, December 1**, my NAGB colleagues and I repeatedly tried calling Ms. Morris to find out what she was doing and the whereabouts of cheques we urgently needed for a children’s workshop the following day, which I had inquired about the day before. She did not respond to emails, texts, or calls from various staff members and in desperation, a team member forced open the designated cheque drawer to search for the necessary cheques to do her workshop.
53. On **Sunday, December 3** no-one knew if Ms. Morris would come to work or not, since she had not signed her contract and was telling people she did not want to work at NAGB any longer. She did come to work and immediately called the police, stating that NAGB staff had broken into her office. The staff were extremely upset and contacted me. They each wrote statements about her behavior and I immediately wrote to her requiring an explanation of her actions.
54. On **Monday, December 4** Ms. Morris came to work and I asked for her to immediately come to a meeting to finalize the issue of her contract and explain her behavior over the last few days. She refused to meet with me, instead sending a

message via the receptionist that she refused to meet (also knowing that I was scheduled to travel for work from December 5<sup>th</sup>-10<sup>th</sup>).

55. Later the same day, a final memo was written and handed to Ms. Morris personally, giving her a hard deadline of **Thursday, December 7** to agree to new terms of employment. The memo clearly stated that if she failed to sign and return the new employment contract to my colleague on site, that the NAGB would conclude that she had decided not to continue with NAGB, a conclusion which would be eminently reasonable having regard to what she had told the Chairman on November 6, and what she had told several NAGB employees subsequently.
56. On **Monday, December 11, 2017** I returned to work from said work trip and found that Ms. Morris had not signed her new employment contract (26 days after having been given it). In addition, Ms. Morris had not responded to any of my numerous attempts to communicate with her and simply refused to engage at all but kept coming to the office to "work" while avoiding me. I telephoned the Board and was counseled to provide Ms. Morris with a letter informing her that her failure to sign her new employment contract in the face of repeated requests that she do so, with the additional offer of training, had been taken as her decision to move on.
57. On **December 12, 2017** I met Ms. Morris in the parking lot of the NAGB, gave her the mentioned letter and asked her to hand over her NAGB keys.
58. On **December 13, 2017** an email was sent to the Financial Officer of the Ministry of Youth, Sports and Culture, stating "Lynn Ann Morris was offered a new contract but she declined to accept. Her last contract expired on November 30, 2017, therefore she should not be included in payroll for the month of December."
59. On **December 15** an email was sent to Ms. Morris' personal email address stating her vacation pay would be ready for collection on **Monday, December 18, 2017**.
60. After a conversation with the Chief Financial Officer at the Ministry of Youth Sports and Culture, it was clarified that Ms. Morris would not be entitled to her annual 15% gratuity due to having worked only 11 and not 12 months. In view of the time of year (Christmas), the Board agreed in writing to give her a full month of December pay as a bonus but only in order to allow the payment of her annual gratuity, and this was communicated to her. She still refused to come to collect the cheques or her belongings.
61. A telephone call was therefore made from a number that she would not recognize and she picked up; I verbally indicated that her final pay was prepared, her belongings were packed, and that she should come to the NAGB to collect them. She said that she would call back with a time to collect them but never did.

62. A follow-up email was sent on **December 20** with the above information regarding her pay and belongings. There was no response.
63. On **December 27** a further email was sent, asking whether she preferred us to deliver her belongings to her.
64. On **January 2, 2018**, due to a total lack of responsiveness, her cheques were returned to the Ministry of Youth Sports and Culture and a transfer was made direct into her bank account. An email was sent informing her of this.
65. A review of the history of the matter shows that the NAGB tried its utmost at all times to work with Ms. Morris, to listen to her concerns, and to do our best to continue working together, while also trying to push her to improve herself and her skills to keep up with the changing needs of the institution. Unfortunately, Ms. Morris made the unilateral decision not to accept the NAGB's offer to extend her employment with the Gallery.
66. What I have said in this statement is to the best of my knowledge information and belief true and correct.



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Amanda Coulson

Dated the 20th of September, 2019



COMMONWEALTH OF THE BAHAMAS  
INDUSTRIAL TRIBUNAL  
NASSAU

IT/NES No. 157 of 2018

In the matter of the Industrial Relations Act

BETWEEN

LUANN MORRIS

Applicant

v.

NATIONAL ART GALLERY

Respondent



WITNESS STATEMENT OF LAWRENCE BASCOM

1. My name is Lawrence Bascom. I reside in the Western District of New Providence.
2. I am an Accountant by training and am Chairman of the National Art Gallery of The Bahamas ("the Gallery") having come to the post in August, 2017.
3. I am familiar with the Applicant, Ms. Morris, and with the background to this case.
4. Ms. Morris' employment with the Gallery had begun some time before I was appointed, but once I had familiarized myself with her employment history it quickly became clear that her employment had been, and continued to be, characterized by a stubborn disregard for the Gallery's rules and procedures and by a determination to have her own way and to that end, that she would set out to frustrate or if that did not work, demonize anyone who stood in her way.
5. Notwithstanding her good telephonic etiquette and what we found to be a talent for welcoming and interacting with guests to ensure that they felt welcome, it was the Board's view that her constant agitation for a pay raise reflected an over-inflated opinion of herself. It was the Board's opinion that Ms. Morris was

overpaid having regard to her limited skill set and paper qualifications, more especially because of the fact that her interaction with her coworkers in general, and superiors in particular, left so much to be desired, which made her a difficult and unobliging employee.

6. If I had to guess I would say that the source of Ms. Morris' belief that rules did not apply to her was a misguided belief that she was either indispensable or untouchable. I cannot say what the basis of that belief was.
7. In any event, the record reflects that Ms. Morris began with the Gallery in 1996 before it was incorporated and that Ms. Morris worked for the Gallery for the next 7 years as a secretary.
8. In July, 2003 the Gallery was incorporated by Act of Parliament at which time Ms. Morris title was changed to Administrative Assistant. Thereafter, by all accounts, her work ethic began to decline and her interaction with her superiors was characterized by friction.
9. In May, 2008, as a result of a decision taken by the Board, in consultation with the Ministry of Culture, to place all employees on fixed-term contracts, Ms. Morris was given a 2-year contract and continued thereafter to be employed on a series of mostly 2-year fixed term contracts, the last expiring on November 30, 2017.
10. As the expiry date of her last contract approached the Board, after reviewing her performance history, decided to provisionally offer Ms. Morris another contract after the expiry of the existing, but only for a further year. This decision was taken at a November 20, 2017 Board Meeting.
11. 3 days later, on November 23, Ms. Morris was given the new contract to review and respond to. The Board having heard nothing from Ms. Morris on November 29 (the day before her contract's expiry) Ms. Morris was reminded of that the expiry was imminent and was asked to meet with the Director no later than December 4 to finalize the terms of engagement. Ms. Morris refused to do so or to otherwise indicate her intentions as while she reported for work on December 4 (after being absent from November 30 - December 3, inclusive) Ms. Morris refusal to meet with the Director.
12. Accordingly, on the same day the Director gave Ms. Morris a written ultimatum namely, to return a signed copy of the contract by December 7 or the Board would treat her as having decided not to continue with the Gallery.
13. Thereafter, Ms. Morris remained completely impervious to attempts to get her to engage on the subject of her re-employment and finally, on December 12, 2017

Ms. Morris was advised in writing of the fact that the Board had accepted her lack of response as indicative of her decision not to remain with the Gallery and going forward would treat her in all respects as an ex-employee, and the Ministry was notified accordingly.

14. When the request was made of the Ministry for funding for Ms. Morris' gratuity in order to permit the Gallery to honour its contractual obligation the Ministry's position was that she could not be paid gratuity unless she worked until December 31, 2017.
15. In Ms. Morris' final pay, therefore, was included a sum equal to December's salary. Ms. Morris was advised that a cheque representing her final payment would be available for collection on December 18, at which time her personal belongings could also be collected. Eventually, due to her failure to collect either cheque or belongings, a direct deposit was made to Ms. Morris' account.
16. It is and has always been the Board's position that Ms. Morris was not dismissed or fired but rather that she chose of her own accord not to stay on with the Gallery after her last contract expired.
17. This statement is to the best of my knowledge information and belief true and correct.

Dated the 20th of September, 2019

  
Lawrence Bascom

16. Both parties gave written submissions which have been considered by the Tribunal.

#### **THE LAW**

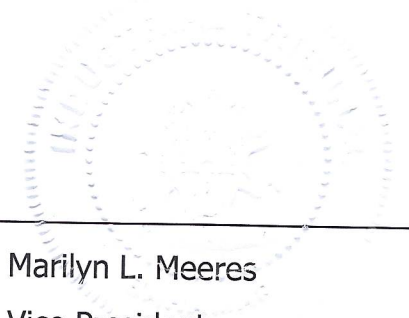
17. **Section 31 of the Employment Act, 2001 provides:**
  31. **An employer may summarily dismiss an employee without pay or notice when employee has committed a fundamental breach of his contract of the employment or has acted in a manner repugnant to their fundamental interest of the employer.**

18. **Section 32 of the Act** states:
32. Subject to provisions in the relevant contract of employment, misconduct which may constitute a fundamental breach of a contract of employment or may be repugnant to the fundamental interests of the employer shall include (but shall not be limited to) the following —
- (a) theft;
  - (b) fraudulent offences;
  - (c) dishonesty;
  - (d) gross insubordination or insolence;
  - (e) gross indecency;
  - (f) breach of confidentiality, provided that this ground shall not include a report made to a law enforcement agency or to a government regulatory department or agency;
  - (g) gross negligence;
  - (h) incompetence;
  - (i) gross misconduct..
19. **Section 33 of the Act** states:
33. An employer shall prove for the purpose of any proceedings before the Tribunal that he honestly and reasonably believed on the balance of probability that the employee, had committed the misconduct in question at the time of the dismissal and that he had conducted a reasonable investigation of such misconduct except where such an investigation was otherwise unwarranted”.
20. **Section 34 of The Act** states:
34. Every employee shall have the right not to be unfairly dismissed, as provided in Sections 35 to 40, by his employer.
21. **Section 35 of The Act** states:
35. Subject to Section 36 to 40, for the purposes of this part, the question whether the dismissal of the employee was fair or unfair shall be determined in accordance with the substantial merits of the case.

22. In the instant case the Applicant agrees that she failed to sign a new Contract for various reasons and was therefore dismissed because there was no longer a Contract between her and the Respondent. As far as she is concerned this was a wrongful and unfair dismissal.
23. The Tribunal is of the opinion that the manner in which the Applicant was dismissed does not require any investigation and thus the Applicant cannot say that no proper investigation was held and she was not afforded an opportunity to respond to any allegations.
24. The Tribunal is also of the opinion that in accordance with Section 33 of the Employment Act, the Respondent honestly and reasonably believed on a balance of probability that the Applicant no longer wished to be employed with the Respondent as she failed to renew her Contract.
25. The Tribunal refers to the case of **Julie McIntosh v Family Guardian Insurance Company Limited** which it finds to be on par with the instant case. It was held that the Appellant's refusal to sign the new Agreement constituted a repudiation of her Employment Contract which the Respondent rightfully accepted.

26. As in the **McIntosh** case the Applicant in the instant case was issued reminders concerning the status of her Contract and was warned that if she failed to return a signed Contract the Respondent would have no choice but to terminate. There is absolutely no evidence that the Applicant was being pressured into signing the Contract. She simply refused to sign the same.
27. In conclusion the Tribunal is of the opinion that the Applicant was not wrongfully or unfairly dismissed by the Respondent but that her Contract had expired. The Originating Application herein is hereby **DISMISSED**.

**THIS IS THE JUDGMENT OF THE TRIBUNAL  
DATED THIS 6<sup>th</sup> DAY OF APRIL A. D. 2021**



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Marilyn L. Meeres  
Vice President