THE REPUBLIC OF UGANDA

IN THE INDUSTRIAL COURT OF UGANDA AT KAMPALA

LABOUR REFERENCE NO. 084/2016

(ARISING FROM LABOUR DISPUTE NO. 042/2016**)**

BETWEEN

DR. PETER WASWA KITYABA …….....…… CLAIMANT

VERSUS

AFRICAN FIELD EPIDEMIOLOGY NETWORK (AFENET)……...RESPONDENT

BEFORE

Hon. Chief Judge Asaph Ruhinda Ntengye

Hon. Lady Justice Tumusiime Mugisha Linda

PANELISTS

Mr. Ebyau Fidel

Mr. Habiyalemye Dominic

Ms. Nganzi Harriet Mugambwa

This is a labour dispute claim referred to this court by a Labour officer from Kampala Capital City Authority under section 5 of the Labour Dispute(Arbitration&Settlement) Act 2006.

BRIEF FACTS

The record reveals that the claimant was an employee of the respondent as a scientific writer on an initial one year fixed term contract beginning 1st September 2010 which contract was renewable. The last contract was to run from 1/09/2015

to 31/08/2017. This contract was terminated on 12/02/2016 effective 29/02/2016. The claimant was initially paid one month's salary in lieu of notice but subsequently he was paid another month's salary in lieu.

According to the claimant, the salary paid in lieu of notice was far less than he was entitled. The claimant therefore filed this claim praying for:

(a) Special damages for unlawful termination of claimant's contract cognizant of the new salary scale corresponding with the claimant's recommended promotion and all accruing benefits whose breakdown is as follows:
    - Salary arrears for 24 months of the terminated contract amounting to 95,308USD.
    - Gratuity accruing from the two year contract amounting to 10,122USD.
    - Leave pay including days of untaken leave amounting to 11,400USD.
    - NSSF contribution amounting to 17,524USD.
    - Health insurance amounting to 3,429USD.
    - Reimbursement of submitted accountabilities amounting to 768USD.
    - Severance allowance amounting to 47,170USD.
(b) General damages for breach of contract, mental pain and anguish, suffering and humiliation caused by the respondent's unlawful and insensitive actions.
(c) Punitive/exemplary damages for high-handedness, callous and unconstitutional actions of the respondent.
(d) Interest on the special damages at the commercial rate from the date of filing till payment in full.
(e) Interest on general damages at a rate of 25% from the date of Judgement to the date of payment in full.
(f) Costs of the suit.
(g) Any other relief that this Honourable court deems fit.

The legal issues as agreed by both counsel arising from the above facts are:

1. **Whether the termination of the claimant's contract of employment was fair and lawful?**
2. **Whether the claimant was entitled to reasons for his termination?**
3. **Whether the claimant was accorded a fair hearing before the termination of the contract?**
4. **Whether the claimant is entitled to severance pay?**
5. **Whether the claimant is entitled to salary for the remaining part of his contract?**
6. **Whether the claimant was entitled to promotion and if so, whether the respondent unjustifiably refused to promote the claimant?**
7. **What remedies are available to the parties?**

In an attempt to resolve the above issues both parties adduced evidence from various witnesses and documentary evidence. Two witnesses testified on behalf of the claimant after the claimant himself testified. The respondent adduced evidence from one witness.

The case for the claimant as we understand it from the evidence adduced, is that having been employed by the respondent he diligently did his work but before the expiry of his contract the respondent terminated his services without any reason.

Secondly, having been appraised by his immediate supervisor who recommended him for promotion, and a budget for the same having been processed, the case for the claimant is that he should have been promoted and paid in accordance with the

approved budget. According to him, he was not only unjustifiably and unlawfully dismissed but denied his rightful emoluments.

The case for the respondent as we understand it, is that in terminating the services of the claimant regard was had to the Employment Contract between the parties providing for notice or payment in lieu of notice and therefore the respondent exercised its unfettered right under the contract and lawfully and fairly terminated the claimant's contract.

According to the respondent, by the time the matter came to court, the claimant had been paid all his emoluments in accordance with the contract except unutilized leave days which were pending the claimant's confirmation before payment.

RESOLUTION OF ISSUES

The first issue is whether the termination of the claimant's contract was fair and lawful. This issue in our view is intertwined with the second issue relating to reasons for termination. We shall therefore not separate them because they move together.

Evidence on the record which is not disputed is that

Employment of the claimant was terminated before the end of his contract. The letter of termination provided (inter alia):

"**AFENET hereby gives you notice of termination of this contract effective 29th February 2016. In lieu of the required one month notice, you will be paid one month's salary and all related benefits".**

There is no doubt in our minds that Employment can only be terminated not only in accordance with the contract under which the said employment was entered into but also under the provisions of the prevailing law as established and any provision

of any contract of employment that is inconsistent with the established law is null and void to the extent of the inconsistency.

In his submission, counsel for the claimant contended that the termination was not only in contravention of the terms of the contract but also contravened the Employment act, 2006. He relied on **section 2, section 65, section 58 and section 68 of the Employment Act.** He also relied on **clauses 1.5, 18.1.3 and 18.1.4 of the Human Resource Manual (Employee Handbook) of the respondent.**

On the other hand, counsel for the respondent contended that the respondent had an unfettered right under the contract to terminate the claimants employment by notice or pay him in lieu of notice and that it lawfully exercised that right when payment for a month's salary was effected and received by the claimant. He argued that this was in conformity with **section 65 of the Employment Act** as well as in accordance with the terms of the contract of employment.

According to **section 2 of the employment Act,** Termination of employment means "**the discharge of an employee from an employment at the initiative of the employer for justifiable reasons other than misconduct , such as expiry of contract, attainment of retirement age, etc……"**

The same section states that "**termination"** has the same meaning provided in **section 65.**

Section 65 of the same Act provides for circumstances under which termination takes place one of which is where notice is required. Under section 65(1) it is provided that the contract could be ended by notice. It is also provided that if it is a fixed term contract, the contract ends with the expiry of the term.

It was not disputed that the signed contract of the claimant was for 1 year but renewable and by the time of termination it had been renewed but had not expired. Counsel for the claimant contended that termination in this case was unlawful because notice given was not sufficient and that termination was not in accordance with the contract.

The contract between the parties provided (inter alia) "**It was understood that the employer has the right to terminate the contract prior to such ending date or to extend such term of this contract beyond the end of date ……".**

The contract also stated:
"Both parties shall inform each other in case of termination of this contract. The notice shall be for a period not less than 30 days on either side though consideration shall be made for payment of the remuneration for one month in lieu of notice".

Section 58 of the Employment Act provides for the notice periods and subsection 3(C) thereof states that:
"not less than two months, where the employee has been employed for a period of five years but less than ten years…"

Since payment was effected initially for one month and later for another month, we do not find it tenable to hold as counsel for the claimant suggested that termination was unlawful for insufficiency of notice or for contravening the contract agreement.

Counsel for the claimant contented that the termination was unlawful for having been effected in the absence of conditions specified in the contract between the parties dated 9/9/2015 stipulating :

"**It is important to note that continuity and maintenance of this contract is subject to availability of funds; this contract ceases when the funding ceases".**

In counsel's view, since funding had not ceased, the termination of the contract was unlawful. We respectfully disagree. We form the opinion that the contract dated 9/9/2015 was an extension and therefore a continuation of the previous contracts. We agree with the submission of counsel for the respondent that the terms of the previous contract relating to termination applied as well to the contract of 9/9/2015. The fact that none of the previous contracts included the provision relating to non availability of funds as a reason or condition for ceasing the contract did not make the current contract exceptional by implying that the contract covered termination for only non availability of funds. It is our position that even in the previous contracts, even when such provision was missing, the same standard of non availability of funds if proved, would terminate the contract.

We concur with the respondent that the circumstances of termination prescribed by **clause 18.1.1 of** the respondents Human Resource Manual applied to the contract of the claimant and these included (inter alia) termination of contract. It is our position that by including the fact of non availability of funds as a means of termination, the contract was merely a reminder to the claimant of the obvious.

We do not accept the contention of counsel for the claimant that termination of the contract according to the Human Resource Manual could only arise in

accordance with only and only **clauses18.1.3 and 18.1.4** which relate to "**discharge**", "**dismissal**".

It is our firm conviction that these clauses are only specific to two of the given circumstances which include resignation, termination and death in addition to Discharge and Dismissal.
It was the contention of counsel for the respondent that it was only in the event that the claimant was dismissed as opposed to being terminated that giving reasons was called for. According to him, the respondent chose to exercise its unfettered right to terminate the contract by notice which did not require to give any reasons.

Counsel for the respondent argued on the other hand that it was a legal duty on the part of an employer to avail an employee reasons for termination of contract short of which it would be illegal and unfair to the employee.

This court has held in a number of cases that whether the employee is "**dismissed**" or "**terminated**", the requirement of giving reasons for the decision on the part of the employer was paramount.

Sections 71 and 73 of the Employment Act referred to by counsel for the respondent in his submission, refer to the rights of an Employee who alleges unfair termination and the basis or criteria to determine what constitutes unfair termination. In counsel's submission, nothing in these sections declares payment of two months' salary in lieu of notice as constituting unfair termination. A reading of **section 68 of the Employment Act** in our opinion, provides though not expressly, that mere payment in lieu of notice without giving reasons for termination, is unfair.

The section states:

"**68 proof of reasons for termination.**

(1) In any claim arising out of termination the Employer shall prove the reasons for the dismissal, and where the employer fails to do so, the dismissal shall be deemed to have been unfair within the meaning of section 71.

The phrases "**termination**" and "**dismissal**" in the employment Act are used interchangeably and in our opinion the distinction between the two arises only out of the reasons that lead to each of them. Thus section 2 defines termination as discharge from duty for **justifiable reasons excluding misconduct** and dismissal as discharge from duty for **committal of verifiable misconduct.**

Given the provisions of this interpretation section, we do not appreciate the legal principle, as suggested by counsel for respondent and indeed by many others in the legal fraternity, that the employer is only required to give reasons for dismissal and not for termination of the employee.

In the same wave length given the provision of **section 68** cited above, it is certain that without giving reasons for termination, the same will be declared unfair. The fact that the heading of the section provides for **termination** and the body provides **for dismissal**, in our view emphasizes the interchangeability of the two phrases. This is the reason that this court in **FLORENCE MUFUMBA VS UGANDA DEVELOPMENT BANK Labour dispute** 138/2014 held "**whether the employer chooses to terminate or dismiss an employee such employee is entitled to reasons for dismissal or termination"** This court went on further to say**" In employing the employee we strongly believe that the employer had reason to so employ him/her. In the same way, in terminating or dismissing the employee there ought to be reason for the decision…."**. We think this is not only the correct and legal position but also a fair position for both employer and employee and we have no reason to depart from it.

This court also in **JOSEPH KIBUUKA & OTHERS VS BANK OF UGANDA Labour** dispute No. 184/2014, relying **on PAMELA SSOZI VS THE PUBLIC PROCUREMENT AND DISPOSAL OF PUBLIC ASSETS AUTHORITY (HCCS 63/2012**) re-emphasized the legal principle that an Employer cannot unreasonably and without justification terminate the contract of an Employee just because there is a clause in the contract that allows for payment in lieu of notice.

In the recent case of **DENNIS ROGERS BUWEMBO VS HUTCHINS CANCER RESEARCH INSTITUTELabour** Dispute Claim 243/2014 while distinguishing **STANBIC BANK VS KIYEMBA MUTALE SCCA 02/2010** and **BARCLAYS BANK OF UGANDA VS GODFFREY MUBIRU SCCA 1/98** from **KANYANGOGA VS BANK OF UGANDA Labour Dispute claim 80/2014** and **FLORENCE MUFUMBA (supra**) this court stated**:**

"**The decision of KIYEMBA MUTALE was not about what constituted unlawful termination or dismissal but the right of the employer to terminate the services of an employee hired by such employer…**

In the case of FLORENCE MUFUMBA and KANYANGOGA as well as the current case the court was and is concerned with the question whether the dismissal/termination was lawful and the consequences or reliefs arising out of the dismissal. Nothing in the above Supreme Court cases suggests that termination of employment without reason constitutes lawful or fair termination. Rather the decision in the above cases is that with or without offering any reason for termination, the termination will be effective and the courts may not easily reverse termination by reinstating the employee who may only be atoned by damages. The same applies in BARCLAYS BANK VS MUBIRU."

Consequently we agree with the submission of counsel for the claimant that it is a legal requirement for an employer to give an employee reasons for termination of

his/her contract. Therefore in this case there having been no reasons given, the termination was unfair and unlawful and the first issue is answered in the negative.

The third issue is **whether the claimant was accorded a fair hearing**. Counsel for the respondent in his submission admitted in principle that there was no hearing because according to him the mode of termination did not require a hearing.

Counsel for the claimant on the other hand faulted the respondent for not complying with **section 66** relating to a hearing before termination.

Having held that the termination of Employment was illegal and unfair for failure to disclose the reasons for the same, it is pertinent to say that the justifiable reasons for termination that may not require a hearing as mentioned in **section 2 of the Employment Act , include expiry of contract and attainment of retirement age**. To this may be added restructuring and bankruptcy or dissolution of the respondent or any other reason that may not be attributed to the misconduct of the employee. Since none of these was a reason for termination, in our considered opinion, whatever reason it may have been, the employee was entitled to know it .This would in effect have called for the respondent to prove the said reason under **section 68 of the Employment Act** thereby giving the claimant an opportunity to be heard as provided under **section 66 of the said Act**. This having not been done we do not subscribe to the contention that the claimant was not entitled to a hearing therefore the third issue is resolved in the negative.

The **fourth issue related to severance pay**. In his submission, counsel for the respondent contended that the claimant was only entitled to severance if he proved that he was unlawfully and unfairly dismissed, which according to counsel,

the claimant failed to prove. This is not acceptable since this court has already found that the claimant was unlawfully and unfairly terminated.

We therefore agree with counsel for the claimant that he, the claimant, is entitled to severance pay.

The fifth issue relates to salary arrears

In the submission of counsel for the claimant, the contract between the parties having been a fixed term contract, the claimant was entitled to salary arrears for the remaining period as damages. He relied on the authority **of ROSEMARY NALWADDA VS UGANDA AIDS COMMISSION, HCCS 67/2011.**

Counsel for the respondent on the other hand, argued that the contract between the parties in the present case provided for a termination clause which according to him was lawfully exercised by the respondent and therefore the claimant was not entitled to salary arrears of the remaining part of the contract. He argued that the case of NALWADDA (Supra) was distinguishable from the present scenario.

This court considered the issue of salary arrears in the case of **FLORENCE MUFUMBA VS UNGANDA DVELOPMENT BANK** Labour Dispute 138/2014. After analyzing the Supreme Court case **of OMUNYAKOL AKOL JOHNSTON VS AG. (SCCA 06/2012 and that of BANK OF UGANDA VS BETTY TINKAMANYIRE SCCA 12/2007**, this court considered it appropriate to award salary arrears from the date of unlawful termination to the date of the award.

We form the opinion that the question of damages arising from breach of a fixed term contract as distinct from damages arising from breach of a contract providing for termination clauses discussed in the **NALWADDA case, (Supra**) cited by both counsel, was also discussed in the **TINKAMANYIRE AND OMUNYAKOL CASES**

(Supra) which as already pointed out was considered by this court in **the FLORENCE MUFUMBA case(Supra).**

We therefore have no reason to depart from our decision and we hold that the claimant shall be paid salary arrears from the date of the unlawful termination to the date of this award.

The sixth issue is whether the claimant was entitled to promotion and if so, whether the respondent unjustifiably refused to promote the claimant.

It was the claimants case that the claimant met the entire promotion criteria but was maliciously denied promotion to a position that was provided for in the staff salary structure.

The respondents case was that there was no proof that funds were available for the proposed upscale position of the claimant, and that therefore the denial of promotion was not malicious.

The respondent did not deny that the immediate supervisor of the claimant recommended him for promotion after appraisals. Counsel argued that it was up to the claimant to follow up his promotion.

Evidence was led from the Human Resource Officer on behalf of the respondent that indeed appraisals and recommendation for the promotion of the claimant were made and he forwarded them to the office of the Executive Director who never returned them in time. He corroborated the evidence of the claimant that he, the claimant was concerned about the delay of the promotion and wrote and no one replied to his concerns.

One Dr. Sheba Gitta testified that she budgeted for the upscale position of the claimant having appraised him and recommended him for the promotion. According to her, the budget was passed by the Board. Dr. Sheba as well as Francis Bossa, the Human Resource Officer, and one Byarugaba Blanche all testified to the fact that there were anonymous letters written concerning the performance of the Executive Director who was as a result of those allegations suspended and later on had his contract extinguished. Although the Executive Director may have had administrative powers to question the criterion used to promote the claimant to upscale position, we form the opinion that if he had any issues related to such promotion, he should have brought them to the Board or management. The fact that the appraisal and recommendation kept on his desk and even when the claimant raised concern he did not respond, in our view, is suspicious. Given the evidence or the record that he, the Executive Director, had vowed to deal with those responsible for the anonymous letters, and given that the claimant was one of the suspected culprits, it is logical to conclude that the Executive Director used his power to suppress the promotion. We do not find any other plausible explanation for the Executive Director to have kept the promotion appraisals and recommendation on his desk, despite the reminder by the claimant of the delay of the promotion.

We consider as frivolous the submission of counsel for the respondent that the claimant should have followed up the promotion given the evidence that he in fact did follow it up but was met by a revengeful Executive Director.

Although the Executive Director frustrated the promotion of the claimant by retaining his papers, we do not find that this in itself constituted a promotion. According to the Human Resource Manager, when the papers of the claimant

eventually left the office of the Executive Director to him, there was no communication regarding his salary increment or his promotion. In these circumstances, we find that malicious as it was, failure of the promotion and salary increase, amounted to keeping the claimant in a salary scale that he was before the appraisals and recommendation for promotion.

The last issue relates to damages available to the parties.

(a) **FOUR WEEKS' PAY and COMPENSATORY ORDER.**

Citing section 66 (4) of the Employment Act and relying on **MARY PAMELA SSOZI VSTHE PUBLIC PROCUREMENT AND DISPOSAL OF PUBLIC ASSESTS HCCS 63/2012.** Counsel for the claimant submitted that his client was entitled to four weeks' pay at the promotional rate of 4,717,450.

Counsel for the respondent opposed this submission and argued that the provisions of section 66(4) of the Employment Act did not apply and that the case of **MARY PAMELA SSOZI** was distinguishable.

As earlier discussed in this award, the position of this court is that in the event of termination or dismissal the employee is entitled to a reason for loss of his or her job and therefore the mere fact that there is a provision for termination by notice or payment in lieu thereof in the contract of employment is not sufficient for a lawful termination.

It follows therefore that under **section 2 and section 68 of the employment Act** an employee is entitled to a reason which the employer is obligated to prove and which in effect as already said above gives the employee an opportunity to be heard in accordance with **section 66 of the said Act** . This having not been the case, we do not accept the contention of counsel for the respondent that **section66(4) of the said Act** which provides for four weeks pay does not apply . However as already declared by the time of termination

the claimant had not been promoted and his salary had not been readjusted. He shall therefore be entitled to $2,737 being four weeks pay in accordance with section66(4) of the said Act.

(b) COMPENSATORY ORDER

The claimant, through his advocate, argued that in accordance with section 78, he is entitled to a compensatory order to which counsel for the respondent vehemently denied. On careful scrutiny **of section 78** of the **Employment Act,** we form the opinion that the section specifically deals with compensation that is awardable by a Labour Officer who unlike this court is not given power to award damages. This is the reason **subsection (3)** limits the compensation to a maximum of 3 months wages. We are not aware of any law that limits the damages awardable by this court. Therefore we decline to order any compensation under the law cited by counsel.

(c) **AGGRAVATED DAMAGES**

The cases **of Uganda Revenue Authority vs Wanume David Kitamirike CA 43/2010 (C.O.A) and BANK OF UGANDA VS BETTY TINKAMANYIRE (Supra**) are to the effect that these damages are awardable once court finds that the acts of the offender were not only unlawful but degrading, callous and caused exceptional harm.

We have already found that the act of the Executive Director refusing to release the appraisals and recommendation for the promotion of the claimant from his desk to the Human Resource despite a reminder constituted a malicious act. For all intents and purposes, the claimant's promotional ladder and therefore his salary increment had been completed but was thwarted by the Executive Director for no good reason except that he believed without evidence that the claimant had been behind anonymous letters that could have led to his suspension. We find this action of the

Executive Director for the respondent very callous and having caused exceptional harm to the claimant who but for this action would have earned an extra 2,000 USD per month. Accordingly we find it befitting to award 70,000,000/= as aggravated damages.

(d) **EXEMPLARY/PUNITIVE DAMAGES**

It is our considered opinion that having awarded aggravated damages, exemplary damages do not arise. This is because both of these damages are meant to punish and deter the offender from acting in the same manner when faced with similar situations. Both punish the callousness, high handedness and malice exhibited as a result of which the offended is embarrassed. We therefore decline to award exemplary damages.

(e) **SPECIAL DAMAGES**

(1) As regards salary for the remaining 18 months, we have already ruled that the claimant is entitled to salary from the date of termination to the date of the award. This will be at the rate of 2,737USD per month.

(2) GRATUITY

The respondent did not deny that the claimant was entitled to gratuity. Both counsel submitted that the claimant by his own admission in evidence had been paid gratuity for one year calculated on the old salary of USD.2,540 and not the revised salary of 2,737.

In his evidence in cross examination the claimant acknowledged receipt of **"gratuity based on the disputed salary**" and he said**" the gratuity was for September 2015 – August 2017"**

It was not disputed that this gratuity was based on the old salary of $2,540 as opposed to the reviewed salary of $2,737. In the absence of any reason as to why this was so, and in the glaring fact that the salary was reviewed effective 1st Sept. 2015, we agree with the claimant that there was an underpayment. The computation for this period should have been and it is ordered that it be calculated on the basis of the reviewed rate of $2,737.

Counsel for the claimant submitted that having been in the service of the respondent for over two years , he was entitled to gratuity for three years prior to the period 1st Sept 2015 to Aug 2017.

The respondent did not avail court any submission in opposition to this claim and we have no reason to disallow it. However, we are of the considered opinion that the calculation for gratuity for this period be based on the old salary of $2,540, this having been the salary the claimant was earning during the said period.

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(3) LEAVE PAY

We agree with the respondent that there was no proof for the claimed leave pay of USD. 11,400. The submission by counsel for the claimant for this amount is not supported by any evidence. The claimant received 10 days worth of leave pay and no evidence was adduced to the effect that he was entitled to more than this.

(4) NSSF CONTRIBUTION

We agree with the respondent that Enforcement and claiming for these contributions is in the exclusive jurisdiction of the NSSF. There was no evidence to suggest that the respondent did not remit the same to NSSF. This however, does not relinquish the duty of the respondent to pay the required contribution

to NSSF under the relevant law. The claimant is entitled to the contributions, although enforcement is solely for NSSF.

(5) HEALTH INSURANCE

Counsel for the respondent argued that the claimant was not entitled to this benefit since he was not a serving employee, having been terminated. In the absence of an explanation from the claimant as to which period this health insurance related to, we accept the contention of the respondent that it relates to the contract period September 2015 – August 2017 that was terminated on 12/2/2016. We decline to grant it since it was only meant for serving employees.

(5) GENERAL DAMAGES

We do not accept the contention of counsel for the respondent that general damages would only be limited to the notice period provided for in the contract. Overtime courts have continuously as a result of the disapproval of the manner of dismissal of the employees, granted general damages depending on the circumstances of a given case.

The claimant lost his job which he looked up to for maintenance and professional satisfaction as well as professional growth and he lost it unlawfully and unfairly as well as suddenly which entailed psychological effects. We find that 150,000,000 as general damages will be sufficient.

(6) SEVERANCE ALLOWANCE

In the **DONNA KAMULI VS DFCU BANK case labour claim 002/2015**, this court after citing section 89 of the Employment Act held **"In the event that there is no negotiated method of calculation by the time of award, we think the**

respondent would have been in breach of section 89 of the Employment Act. In that case the discretion of the court would come into play in accordance with Article 120 (2) (c) of the constitution ……" This court in the above case granted severance pay of one month for every year that the claimant worked. In the instant case, the claimant was paid 2,540 USD. per month from 1st September 2010 – 1st sept 2015 and $2,737 from 1st Sept 2015 to the date of termination i.e. for 4 $^{1/}_{2}$years. We therefore grant a rate of $ 2,540 per month for each of the four years and a rate of USD 2,737 for six months.

(7) <u>INTEREST</u>

In the interest of justice and given the inflation rate of the economy, we grant that the amounts awarded should carry an interest rate of 24% from the date of the award till payment in full.

In conclusion, an award is entered in favour of the claimant in the following terms:

1. The termination of the claimant's contract of employment was unfair and unlawful.
2. In the absence of negotiated methods of calculation, the claimant is entitled to severance pay of 11,528USD.
3. The claimant is entitled to salary arrears at USD, 2,737 per month from the date of termination to the date of this award.
4. The claimant was unjustifiably denied promotion.
5. The claimant shall be entitled to 70,000,000= as aggravated damages
6. The claimant will be entitled to 150,000,000= as general damages.
7. All the sums awarded shall attract an interest rate of 24% from the date of the award till payment in full.

8. The claimant will be entitled to gratuity for the period 1st Sept 2015 to Aug2015 at a rate of$2,737 as opposed to a rate of $2,540 which was used.
9. The claimant will be entitled to gratuity for 3 years, prior to 1st Sept 2015 calculated at the rate of$2,540
10. The claimant will be entitled to four weeks pay of $2,737 in accordance with section 66(4) of the employment Act.
11. No order as to costs is made.

SIGNED BY:

Hon. Chief Judge Asaph RuhindaNtengye ……

Hon. Lady Justice TumusiimeMugisha Linda ……

PANELISTS

Mr. Ebyau Fidel ……

Mr. Habiyalemye Dominic ……

Ms. Nganzi Harriet Mugambwa ……

Date: ……..