



THE REPUBLIC OF UGANDA
IN THE INDUSTRIAL COURT OF UGANDA AT MBALE
LABOUR DISPUTE REFERENCE NO. 01/2022
(ARISING FROM LABOUR DISPUTE NO. 049/11/2021)

ONABA MARTIN & 4 OTHERS:.....CLAIMANTS

v

KUMI DISTRICT LOCAL GOVERNMENT:.....RESPONDENT

Before:

The Hon. Justice Linda Lillian Tumusiime Mugisha, Ag.Head Judge

Panelists:

1. Hon. Charles Wacha Angulo,
2. Hon. Rose Gidongo &
3. Hon. Harriet Mugambwa Nganzi.

Representation:

1. Ms. Natukunda Jackline of M/s. Omongole & Co. Advocates the Claimants.
2. Mr. Opolot Simon of M/s. Isodo & Co. Advocates the Respondent.

AWARD

Introduction

- [1] The Claimants were employees of the Respondent District, working as Parish Chiefs. The Respondent is established under the Local Government Act and designated as Kumi District Local Government situated in Kumi town, Kumi District in Eastern

Uganda. It is an Arm of government, which employs various categories of workers among whom are Parish Chiefs.

- [2] The administrative responsibilities of the district including management of staff, are carried out by the Chief Administrative Officer (CAO), together with the Human Resource manager. The appointment of staff, on the other hand, is carried out by the District Service Commission (DSC). The Commission appointed the Claimants were appointed on different dates and deployed to Various Parishes between 2001, 2005, 2006, 2007 up to 2021. They were terminated all terminated on 1/7/2021. They brought this claim against the Respondent for a declaration that their termination was unlawful/unfair, for payment of pension, gratuity, payment in lieu of notice, severance allowance, repatriation, general, punitive, aggravated damages, interest, and costs of the suit.

Brief Facts

- [3] The Claimants were employed by the Respondent under the Constitution of the Republic of Uganda, the Public Service Act and Regulations made thereunder, the Uganda Public Service Standing Orders, the Local Government Act (1997), the Pensions Act, and Administrative Instructions made from time to time.
1. Claimant 1: On 1/06/2001, Mr. Onaba Martin was appointed as a Parish Chief on probation, under Min. No. 28/2001. He was earning a salary of Ugx 91,529 Per month, under salary scale U7. He was confirmed on 1/03/2004, Ref. CR 159/1 under Minute No. 45/2003. At the time of his employment, he had an "O" level Certificate and a certificate in Motor Vehicle technology. On 1/01/2021, the District Service Commission terminated/ retired him on grounds of abolition of office. At the time he had worked for Respondent for 20 years and was earning a salary of Ugx.377,781 per month.
 2. Claimant 2: On 27/06/2007, Acetun Stephen Daniel was appointed as Prish Chief, under minute No. 26/2007, of Ugx. 157,168/- under a salary, scale U7 Upper. He was confirmed on 6/12/ 2011 under minute 184/2011. His services were terminated by the DSC, by letter dated 7/06/2021, effective 1/07/2021, on grounds of abolition of office. By the time of his retirement, he was a holder of a diploma in Community

Based Rehabilitation awarded to him by Kyambogo University on 27/01/2016. He was earning Ugx.377,781/=.

3. Claimant 3: Okurapa Sam was appointed to the position of Parish chief on 29/06/2007, under minute No. 26/2006, at a starting salary of Ugx.157,168/- per month, under salary scale of U7 Upper. He was confirmed into the position on 23/12/ 2010 under minute No. 73/2006. He was informed about his termination/ retirement by a colleague a one Emudong Samuel. He confirmed the same when went to the district headquarters where his termination letter was handed to him by the Human Resource Officer. By the time of his termination, he had a Diploma in Tourism and Travels from the International Air Transport Association. He was earning Ugx.361,867/- per month.
 4. Claimant 4: Emudong Samuel, was appointed as Parish Chief on probation on 29/06/2007 under minute 26/2006 at a starting salary of UGX 157,168/- per month under salary scale U7 Upper. He was confirmed in the position on 25/01/2012, under minute No. 229/2011. He got the information about his termination from a one Akia Betty who had gone to the district headquarters, to inquire about her unpaid salary for the month of July 2021. At the time of his termination/retirement, he was earning a salary of UGX 377,781 and he held a Diploma in Project Planning and Management awarded to him by Project Planning and Management Advisory Trust, on 20/05/1997.
 5. Claimant 5: Akia Betty, was appointed as a Parish Chief, on 01/06/2001, under Min. No. 28/2001, at a starting salary of Ugx.91,529/- per month, under scale U7. She was confirmed in the position by letter dated 14/06/2005 under Min. No. 18/2005. She was terminated/ retired on the abolition of office, on 7th July 2021 under Min. No. 53/2021. At the time of her termination, she held a Diploma in Law from the Law Development Centre and a certificate in Public Administration and Management from Makerere University.
- [4] The Respondent contends that the termination was lawful because it was done on grounds of the abolition of office after the position of Parish chief U7 was upgraded to scale U5.



Issues

1. Whether the termination of the Claimants' employment was unlawful?
2. What remedies are available to the parties?

Resolution Of Issues

Issue 1. Whether the termination of the Claimants' employment was unlawful?

Submissions

- [5] On 25/06/2024, both Counsel made oral submissions in open court. Ms. Natukunda Counsel for the Claimant stated that the procedure to be followed when upgrading a post in the Public Service and that of the Parish Chiefs was not followed. It was her submission that the affected officers should have been interviewed by the appointing authority to assess their suitability for upgrade, re-deployment, re-designation, or retirement. She contended that the Respondent did not adduce documentary evidence to prove that the Claimants were notified about a meeting concerning this exercise and yet they held diplomas in various academic fields. According to her Article 42 of the Constitution of the Republic of Uganda, entitled the Claimants to a fair hearing before their termination, which they were denied. She relied on *Ridge v Baldwin* (No.1) [1963] APP.LR.03/14, *Eng. Parscal R. Gakyalo v CAA*, CA 20/2002 and *Barclays Bank v Mubiru Godfrey* CA No. 01/1980, in support of the argument that the Claimants should have been accorded a hearing before termination and having not been accorded a hearing, their termination was unlawful.
- [6] In its defense, the Respondent through its lawyer Mr. Opolot, admitted that the Claimants were its former employees and they worked as Parish Chiefs under salary scale U7. He stated that the Ministry of Public Service issued a standing circular instruction dated 09/01/2019, notifying all CAOs, that the position of Parish Chiefs at salary scale U7 was upgraded to U5 and the person's specifications for the upgraded position was a diploma in Public Administration and Management or a diploma in Social Work and Social Administration or a diploma in Environmental Management, or Community Development, from a recognized awarding Institution. The Officers who did not meet the required qualifications were given a 2-year grace period to upgrade.

[7] According to Counsel, at the time the circular was issued, the Claimants held the following diplomas which did not meet the criteria set by Ministry of Public service:

1. Acetum Stephen held a Diploma in Community Based Rehabilitation of Kyambogo University
2. Akia Betty held UCE and UACE and a Diploma in Law from the Law Development Centre Kampala and a certificate in Public Administration and Management of Makerere University Kampala.
3. Emudong Samuel held a Diploma in Project Planning and Management of the Project Planning and Management Advisory Trust.
4. Okurapa Sam held a diploma in Tours and Travel, of the International Air Transport Association.
5. Onaba Martin held an "O" level certificate and a Certificate in Motor Technology.

[8] Counsel argued that, after verifying non-compliance of the Claimants' academic qualifications against the required qualifications, the DSC, which is the appointing authority made a report, Exh DEX 5 RTB) to Council, which culminated in the meeting of 18/02/2021, which the Claimants did not attend without justifiable reason. He insisted that the Claimants were not dismissed but were retired in accordance with section 52 of the Local Government Act, which mandated Local Governments to retire Public Servants whose positions were abolished. He further argued that the authorities relied on by Counsel for the Claimants were not applicable to this case because the claimant's termination was not a result of their misconduct but rather stemmed from retirement. He insisted that the Claimants were neither dismissed nor charged with any acts of gross misconduct but were all retired on 07/06/2021. It was further his submission that they were all entitled to their retirement benefits having worked for the Government for over ten years each. However, to date, they were still being paid their salaries even if they were no longer working.

[9] He prayed that the Court finds that the Claimants were retired for not meeting the academic requirements for the position of Parish Chiefs under salary scale U5.

In rejoinder, Ms. Natukunda insisted that, one of the Claimants, Akia Betty held a diploma in Law Exh DEX 4 p. 83. Circular REX 1 by the time of her retirement and yet she was not interviewed as provided under the standing circular (supra). She insisted



that had the Claimants been interviewed in accordance with the procedure, provided for, it would have been established that Akia who held a Diploma in law, qualified for the upgraded position at U5. In the alternative, the others would have been eligible for re-designation in accordance with Section L-i of the Uganda Public Service Standing Orders 2021. She further stated that, even if the Claimants did not qualify for appointment as parish chiefs at scale U5, the fact remains that they were not given the opportunity to be heard, because they were not notified about the particulars of the circular which required them to be interviewed and they were not notified about the meeting in which the decision to terminate them was made. to attend. She contended that the meeting of 18/02/2021 was intended for taking a final decision to terminate the services of the Claimants but there was nothing to show that they were invited to attend it.

- [11] Counsel further contended that whereas the decision to abolish the position of U7 was taken in the meeting of 21/01/2021, the assessment was only done in the meeting of 18/02/2021, which rendered the meetings suspect. She maintained that having not been given a fair hearing as was required in the circular, the Claimants' termination was void and illegal.

Analysis

- [12] After carefully analyzing the evidence on the record, we established that all the Claimants' appointments were subject to the Constitution of the Republic of Uganda, the Public Service Act and Regulations thereunder, the Uganda Public Service Standing Orders 2021, the Local Government Act (1997), the Pensions Act, and Administrative Instructions from time to time. We also established that under Circular Ref: ARC/135/306/01, marked Rex 1 on the Respondent's trial bundle, the Permanent Secretary Ministry of Public Service notified all Chief Administrative Officers and Town Clerks that, the position of Parish Chiefs and Town Agents had been upgraded from Scale U7 to scale U5. The circular reads in part as follows:
- "As you are aware the position of Parish Chief and Town Agents have been upgraded from Salary Scale U7 to U5 (i.e. Diploma level) and this has the following implications.*
- (i) *Officers occupying positions that have been upgraded where the job content and specifications have changed, will have to be interviewed and be appointed if they possess the required qualifications and work, experience.*

- (ii) *In the event that the incumbents do not possess the requisite qualifications and work experience, they should first and foremost be offered a grace period to study (i.e two years in the case of a Diploma and three years in the case of a bachelor's degree) from a recognized awarding institution. In the same spirit, they should be interviewed and considered for re-deployment, re-designation or retirement on abolition of office...".*
- [14] From the reading of this circular, the CAOs were expected to notify affected staff and implement the directives stated therein. In the same spirit, they had the option to interview them for redeployment, re-designation, or retirement on abolition of office.
- [15] The basis for the upgrade was the reviewed Scheme of service for the administrative cadre in Public Service, dated February 2018, which realigned and professionalized the cadre, as a means of achieving Public Service excellence. Under this Scheme, on page 83, the position of Parish Chief was upgraded to Scale U5, with personal specifications regarding qualifications to include the following:
"(a) Should have a Diploma in Social work and Social Administration or Public Administration or Law or Social Development or Management from a recognized awarding Institution."
- [16] Although the Respondent, adduced minutes of a meeting that was held by the CAO with Nursing Assistants, and Parish Chiefs Scale U7 on 18/02/2021, which the Parish Chiefs did not attend, and under Minute 03 paragraph 2, the CAO expressed dismay about their absence yet *"... yet the invitation was given out to all them to attend"*. The said invitation was not adduced by RW1 Mr. Osire Emmanuel Otai the Human Resource Officer, as proof that the Claimants were invited for this meeting. In fact, there is no evidence on the record to indicate that following the instructions of the Permanent Secretary the Chief Administrative Officer (CAO) Kumi district communicated the same to the affected officers in the District.
- [17] It was the submission of Mr. Opolot that, communication by Public Service can be made by meetings or via the notice board and since the circular regarding the abolition of the position had been pinned on the notice board the Claimants were made aware of it and they cannot turn around to claim ignorance.
We respectfully do not associate ourselves with this assertion, because a contract of employment is in person am, it is between an employee and an employer, and the



terms of employment are agreed upon by the parties to the contract, that is the employee and the employer, and although the conditions of employment, are a unilateral decision of the employer who is the holder of capital and therefore has the prerogative to reorganize or restructure his or her organisation the way he or she deems fit, in doing so he or she had to give the employee notice and justifiable reasons for any variation. *ZTE(U) Ltd v SSeyiga Hermenegild & 6 others* LDA NO.24/2019. In any case, this circular was addressed to the CAO and not the affected staff. Therefore, the CAO had an obligation to implement the directives stated therein, by notifying the concerned employees accordingly.

- [18] We believe that the Permanent Secretary was guided by this principle when she indicated that, the officers affected by the upgrade should be interviewed to establish their suitability for an upgrade to U5 or to be given a grace period to enable them to qualify or an option for redesignation or redeployment or be retired on abolition of office. The same principle is emphasized in Uganda Public Standing Orders Section L-1 (2) on Retirement on the abolition of office, that:

"2. A submission by a Responsible Officer shall be made to the Appointing Authority that a public officer should be retired because of the abolition of office or on grounds of reorganization upon clearance by the responsible Permanent Secretary. The reason for this is that Government does not consider an officer's office abolished unless it is impossible to offer him or her continued employment in an office of broadly similar duties and on the same pay. The public officer's career prospects must completely fail for the abolition of office to occur." (Emphasis ours)

- [19] We reiterate that following the issuance of the Permanent Secretary's Circular (Rex 1), regarding the upgrading of the position of Parish Chief U7 to U5, the CAO was expected to disseminate the contents to the affected staff individually and demonstrate the same by adducing evidence of the notifications he issued to them. In particular, the notice should have explicitly mentioned the change in the person's specifications for the position under U5 and the required academic qualifications. All the affected staff should have been given an opportunity to either upgrade to scale-up their qualifications or be redeployed or redesignated as the case may be. In light of Section L-2(3)(supra), It is glaring clear that when a position in the Public Service is abolished, retiring on officer whose position is abolished was the last resort. We have already established an employment contract being one that is entered into in person am, the

CAO had to notify each officer in person. In the circumstances, we respectfully do not agree with the argument by Mr. Opolot Counsel that, a general notice of the notice board at the Head Quarters was sufficient notice to the Claimant's. In any case, the Permanent Secretary's Circular was not addressed to the affected officers but to the CAO.

[21] It is a fundamental principle of the law under Section 81 of the Employment Act cap 226, that where an employer is considering termination of employees because of reorganization or restructuring the affected employees must be notified through their representatives where they belong to a Labour Union or individually where they are unrepresented. *Programme for Accessible Health Communication & Education (PACE) v Graham Nagasha* LDA No. 035/2018, *Dr. Elizabeth Kiwalabye v Muteesa 1Royal University*, LDR No. 5 of 2017. It was the uncontroverted evidence of each of the Claimants that they were not deployed near the headquarters, but even if they were, each of them was entitled to an individual notice.

[22] As already discussed no evidence was placed on the record by the Respondent as proof that the Claimants were notified about the contents of the Permanent Secretary's circular or that they were invited to the meetings in which the Respondent purports to have taken decisions relating to their termination/retirement on abolition of office. We established that at the time, they were retired, one of the Claimants Akia Betty had a Diploma in Law from the Law Development Center, which she acquired in 1999 and given that it was one of the qualifications listed under the Scheme of Service for the Administrative staff, for the position of Parish Chief U5, she qualified to be interviewed and appointed as a Parish Chief U5, but this was not the case. Even though the rest of the Claimants held Diplomas of various disciplines and none of them possessed the Diplomas listed under the scheme of service(supra), because they possessed the following qualifications: Acetum had a diploma in Community Based Rehabilitation of Kyambogo University, Emudong had a diploma in Project Planning and Management of Project Planning and Management Advisory Trust, Okurapa Sam had a Diploma in Tours and Travel of the International Air Transport Association and Onaba Martin had an "O" level certificate and a Certificate in Motor Technology, they still had the opportunity to be considered for redeployment or redesignations and retirement as a last resort or to take the 2-year grace period to scale up their qualifications, or apply for redeployment, as stated under the PS circular Rex 1 and Section L-i(2), of the



Uganda Public Standing Orders, or be retired as a last resort. For emphasis, the subsection provides the in part that “...The reason for this is that the Government does not consider an officer's office abolished unless it is impossible to offer him or her continued employment in an office of broadly similar duties and on the same pay. The public officer's career prospects must completely fail for abolition of office to occur. (emphasis ours)

[24] This position is re-echoed under Section 57 of the Local Government Act, Cap 138, to the effect that abolition of offices must be done in accordance with the Constitution and any other law applicable.

In the circumstances, the Respondent, having not implemented the directives of the Permanent Secretary as stated under Rex1, to either interview the Claimants and particularly Akia who had a diploma in law which is one of the required academic qualifications or offer them the 2-year grace period to enable them to scale up their qualifications or give them the option for redesignation or redeployment, the Respondent did not demonstrate that their career prospects in the Public Service had completely failed, to warrant their retirement on abolition of office. We strongly believe that had the Respondent followed the prescribed procedure, Ms. Akia Betty who had the necessary qualifications would have been interviewed and appointed as Parish Chief scale U5.

[25] We are not convinced that the Respondent took any steps to notify the Claimants about the contents of the Permanent Secretaries circular or that it implemented the circular in accordance with the provisions under section L-i of the Uganda Public Service Standing Orders before 2021, because the minutes of the various meetings the Respondent relies on as evidence that the Claimants were invited to participate in the decisions about their employment status, do not indicate so. In the absence of evidence of any notification or any acknowledgment of any notice by any of the Claimants, the Respondent has not demonstrated that it notified the Claimants about the abolition of the office of Parish Chief U7 and about the steps they were required to take thereafter.

[26] We also noted that, whereas (Rex5), indicates that the CAO made submissions to the Kumi District Service Commission, for the retirement of the Claimants on 25/01/2021, and the DSC held various meetings on the 25th, 28th, and 30th May 2018,(Rex3), and considered the submissions of the CAO, in its minute 39(a), regarding among other

listed officers, 2 of the Claimants, Emudong Samuel and Okurapa Sam who were not re-designated for want of the required diploma qualifications. The District Service Commission (DSC) also noted that further consultations on the same would be made. However, nothing was placed on the record regarding any further action/consultation by the DSC or the CAO in this regard.

- [27] Whereas the submission was made on 25/01/2021, The DSC was met in May 2018, and communicated to the CAO on 27/7/2018, yet the Permanent Secretaries circular (Rex1) was issued on 9/01/2018. We found it peculiar that the meeting that was purportedly held on 18/02/2021 made reference to decisions arising from Circular no. 2 of 2022, dated 1/08/2022, 1 year later. We already established that the Respondent did not adduce any evidence to indicate that, the Claimants were notified about any of the said meetings or the decisions arising therefrom or that they were invited to any meeting regarding the implementation of Rex1.

From the analysis of the evidence on the record, It is glaringly clear that the CAOs submission to the DSC dated 25/01/2021 marked Rex 5 and the decision of the DSC marked Rex 3 dated 27/07/2018, were not connected and most importantly they were contrary to the directives of the Permanent Secretary's circular (Rex1).

- [28] We have no doubt in our minds that the CAO did not comply with the Permanent Secretary's directives in Rex 1 because the Respondent failed to adduce evidence of any notice that was issued to the Claimants informing them about the abolition of the position of Parish Chief U7 and creation of the new one under U5, there was no notice about the opportunity available to them to be considered for appointment under scale U5 if they qualified, or to take advantage of a 2 year grace period to scale up their academic qualifications or be redesignated or deployed elsewhere in the Local government, as guided by the Responsible Permanent Secretary in Rex1, or for them to be retired if there was no other option.

It is therefore our finding that their retirement on abolition of office in the circumstances was substantively and procedurally unlawful. This issue is answered in the affirmative.

Issue 2. What are the remedies available for the parties?

- [29] Having found that the Claimants were unlawfully retired on abolition of office, they are entitled to some remedies. The Claimants prayed for the following remedies:



1. A declaration that their termination and/or forced retirement was unlawful.

We already established that they were unlawfully terminated. It is so declared.

2. Gratuity and Pension.

[30] Section L-I (1) provides that, "*when the Appointing Authority directs that a public shall retire because his or her post is abolished or retires to facilitate improvement in the organisation to which he or she belongs, by which greater efficiency or economy may be achieved, he or she is eligible for a pension in accordance with the law.*

2. A submission by a Responsible officer shall be made to the Appointing Authority that a public officer should be retired because of the abolition of office or on grounds of reorganization upon clearance by the responsible Permanent Secretary.

3. When the Appointing Authority directs that a pensionable officer shall retire in the circumstances mentioned in paragraph 1 above, the public officer will benefit from severance packages and will in addition be entitled to pension, irrespective of whether he or she has reached the statutory minimum age or completed ten years' qualifying service, in accordance with the formula provided in section L-d paragraph 2..."

[31] We have already established that the Claimants were terminated on abolition of the position of Parish Chief U7 which was upgraded to U5. In the circumstances, they are entitled to their pension as computed under the Pensions Act and regulations thereunder and to an additional pension at the annual rate of 25% of the pension for which they are eligible as provided under paragraph 3 of L-i(supra) and L-I (7). The Respondent is therefore ordered to pay each of the claimants their pension in accordance with the Pension Act cap 89 and Regulations thereunder and the additional pension at an annual rate of 25% of the pension they are eligible to.

3. Severance

[32] It was not disputed that the Claimants were entitled to their gratuity and pension as provided for under the Pensions Act, Cap 89, the Public Service Act Cap 91, and Regulations there under the Uganda Public Service Standing orders. The Claimants are entitled to payment of a severance package for the loss of their office in accordance with (section L-i(4) and (5) of the Uganda Standing Orders. In the

circumstances the Respondent is ordered to pay each of them their requisite severance allowance, computed in accordance with the provisions of Pensions, Act Cap 89, and Regulations there under and any other relevant laws.

4. Repatriation, payment in lieu of notice.

- [33] According to Section L-I (6) they are entitled to payment of repatriation costs or transport and payment in lieu of notice and approved outstanding leave. The Respondent is therefore ordered to pay them accordingly in accordance with the Pensions Act Cap 89, and regulations thereunder, and the Uganda Public Service Standing Orders.

5. General Damages.

- [34] It is trite law that General Damages are intended to bring an aggrieved party to as near as possible in monetary terms to a position he or she was in before the injury occasioned to him or her by the Respondent occurred. (See *British Transport Commission v Gourley* [1956]AC 155. General Damages are therefore compensatory in nature.

Aggravated damages on the other hand are extra compensation to a plaintiff for the injury to his feelings and dignity caused by the way the Respondent acted. All the Claimants testified that when they retired on 1/7/2021 they continued to receive their salaries until 30/06/2023, even though they were not working.

- [35] In the circumstances, we think that they would be entitled to nominal general damages for unlawful termination as follows:
- a. Akia worked for 20 years earning a salary of Ugx.377,781/- per month and she continued to receive a salary from 1/7/2021 until 30/06/2023, moreover without working. We have also ordered the payment of her gratuity from 30/06/2023, her pension, severance pay, payment in lieu of notice, repatriation, and outstanding leave, in the circumstances an award of **Ugx.5,000,000/** is sufficient as general damages.
 - b. Onaba Martin worked for 20 years earning a salary of Ugx. 377,781/- per month. However, he continued to receive a salary from 1/7/2021 until 30/06/2023, moreover without working. We have also ordered the payment of



her gratuity from 30/06/2023, his pension, severance pay, payment in lieu of notice, repatriation, and outstanding leave, in the circumstances an award of **Ugx.4,000,000/-** as general damages.

- c. Emudong Samuel worked for 14 years earning a salary of Ugx.377,781/- per month. However, he continued to receive a salary from 1/7/2021 until 30/06/2023, moreover without working. We have also ordered the payment of his gratuity from 30/06/2023, his pension, severance pay, payment in lieu of notice, repatriation, and outstanding leave, in the circumstances of an award of **Ugx.3,000,000/-**
- d. Acetun Stephen worked for 14 years earning a salary of Ugx. 377,781/- per month. However, he continued to receive salary from 1/7/2021 until 30/06/2023, moreover without working. We have also ordered the payment of his gratuity from 30/06/2023, his pension, severance pay, payment in lieu of notice, repatriation, and outstanding leave, in the circumstances an award of **Ugx.3,000,000/-** as General damages.
- e. Okurapa Samuel, worked for 14 years at a salary of 361,867/- per month. However, he continued to receive salary from 1/7/2021 until 30/06/2023, moreover without working. We have also ordered the payment of his gratuity from 30/06/2023, his pension, severance pay, payment in lieu of notice, repatriation, and outstanding leave, in the circumstances an award of **Ugx.2,500,000/-** as General damages.

7. Punitive Damages and aggravated damages

[36] Having established that the Respondent continued to pay the Claimants their salaries from 1/7/2021 to 30/06/2023 moreover when they were not working, we find no basis to award them aggravated and punitive damages.

[37] **8. An interest rate of 6% per annum** shall accrue on each of the General damages and severance allowance awarded to each of the claimants from the date of this award until payment in full.

9. Costs

[38] No order as to costs is made.

Orders of court:

1. It is declared that the Claimants' retirement on abolition of office was unlawful.
2. The Respondent is ordered to pay each of the Claimants their pension in accordance with the Pension Act cap 89 and Regulations thereunder and the additional pension at an annual rate of 25% of the pension they are eligible to.
3. The Respondent is ordered to pay each of the Claimants their requisite severance allowance, computed in accordance with the provisions of the Pensions, Act Cap 89, and Regulations there under any other relevant laws.
4. The Respondent is ordered to pay each of the Claimants' repatriation, payment in lieu of notice and outstanding approved leave in accordance with the Pensions Act Cap 89, and regulations thereunder, and the Uganda Public Service Standing Orders.
5. The Respondent is ordered to pay Akia Betty **Ugx.5,000,000/-** as general damages, Onaba Martin **Ugx. 4,000,000/-** as General damages, Emudon Emmanuel, **Ugx, 3,000,000/-** as General damages, Acetun Stephen **Ugx. 3,000,000/-** as general damages and Okurapa Samuel **Ugx.2,500,000/-** as general damages.
6. An interest rate of 6% per annum shall accrue on severance pay, and general damages from the date of this award until payment in full.
7. The value of money shall be maintained in respect to 1-6 above; in accordance with Article 254 (2) of the Constitution of the Republic of Uganda as amended, Pensions Act Cap 89 and regulations there under, and the Uganda Public Service Standing Orders.
8. The parties shall report to the court on 19/08/2024 for confirmation of the above computations.
9. No orders as to costs.




Signed in Chambers at Mbale this **2nd** day of **July 2024**.

Hon. Justice Linda Lillian Tumusiime Mugisha,
Ag. Head Judge



The Panelists Agree:

1. Hon. Charles Wacha Angulo
2. Hon. Rose Gidongo
3. Hon. Harriet Mugambwa Nganzi

2nd July 2024

4:00 pm

Appearances

1. For the Claimant: - Ms. Natukunda Jackline
2. Four Claimants in court.
3. None for the Respondent.
4. Court Clerk: - Mr. Christopher Lwebuga.

Delivered and signed by:



Hon. Justice Linda Lillian Tumusiime Mugisha,
Ag. Head Judge, Industrial Court