



**INSTITUTE OF
CERTIFIED PUBLIC ACCOUNTANTS
OF UGANDA**



INFORMATION PAPER ON LABOUR LAW IN UGANDA



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Disclaimer

This Paper is persuasive rather than prescriptive. However the provisions therein are indicative of the regulatory requirements and good practice. The Paper is not intended to be comprehensive or to deal with all situations that might be encountered, i.e. it is supplementary to and not a substitute for the Employment Act and the relevant laws and regulations, which should be regarded as the primary source of guidance. Each practicing accountant is encouraged to apply professional judgment in guidance provided herein after. Whereas every care has been taken in the preparation of this paper, the ICPAU disclaims any responsibility or liability that may occur, directly or indirectly, as a consequence of the use and application of the Paper.

About ICPAU

The Institute of Certified Public Accountants of Uganda (ICPAU) was established in 1992 by an Act of Parliament now the Accountants Act, 2013. The functions of the Institute, as prescribed by the Act, are:

- To regulate and maintain the standard of accountancy in Uganda.
- To prescribe and regulate the conduct of accountants and practicing accountants in Uganda.

Vision

To be a world-class professional accountancy institute.

Mission

To develop, promote and regulate the accountancy profession in Uganda and beyond.

Core Values

- Professional Excellence.
- Accountability
- Integrity.
- Innovation

International Affiliations

- The Institute is a member of the International Federation of Accountants (IFAC),
- The Pan African Federation of Accountants (PAFA)
- The Association of Education Assessment in Africa (AEAA).

PREFACE

Organisations increasingly experience shifts that re-shape Human Resource (HR) roles; business & HR challenges; demand for expertise from employee by clients and the impact of de-motivated staff. An organisation may also be concerned with how it relates to all stakeholders; employee delivery and bottom-line benefits including growth in revenues, customer satisfaction among others. Effective human resource administration, including a proper employee monitoring/inspection system, is vital for good governance and economic progress as it can make decent work a reality at the workplace by helping to improve working conditions, safety, health and productivity.

The current labour regime in Uganda is based on the Constitution, Acts of Parliament, Case Law, International Conventions, and other related policies and programmes. However, many organisations find themselves at cross roads in implementing the law as per its' dictates. They devise policies and procedures which at times are not in tandem with the prevailing law.

This Paper is prepared on the presumption that each organisation believes that every employee contributes to its growth and success and there is hope that each employee takes pride in being a team member of the organisation. The Paper is developed to describe some of the expectations of the organisation's employees and outlines the terms and conditions of service for the employees.

1.0 INTRODUCTION

Organisations have the obligation of developing a human resource policy that complies with the labour requirements in our Country. Having contracts with staff provides legal grounds and some safety nets for proper and responsible management association between the staff and the employer. However, most employees' failure to read and understand contracts fully undermines the critical role that such contracts should play. That's why a contract should also be verbally communicated to employees as part of their induction and continuous training. Employees make up the foundation of any one organisation. For a typical operating strategy and service delivery system, internal service quality (in form of work design, employee selection, development and reward) ensures a satisfied employee, which results into employee retention and hence productivity. It is this excellent work performance which breeds into customer satisfaction, customer loyalty, revenue growth and hence profitability.

The organisation's number one goal in designing and implementing work-related policies should be to avoid expenses and distractions of employee-related legal action. Protecting the organisation's image from the media or unhappy clients should be critical and so is protecting it from its own employees. Therefore step one in work force management is to respect ones work force and acknowledge the power they have to make or break your organisation.

This highly focused and informative paper will keep you abreast and compliant with the developments in Uganda Labour Law requirements.

2.0 LABOUR LAW IN UGANDA

2.1 The Regulatory framework

The following regulatory framework applies to labour relation in Uganda

- The 1995 Constitution of the Republic of Uganda
- The Employment Act, No. 6 of 2006,
- The Labour Unions Act No. 7 of 2006
- The Labour Disputes (Arbitrations and Settlement) Act No. 8 of 2006 which provides for the resolution of Labour disputes.
- The Occupational and Safety and Health Act replacing The Factories Act and providing for working conditions at work place
- The Workers' Compensation Act which regulates compensation to workers

- for diseases and injuries sustained in the course of employment,
- The National Social Security Fund Act, that obliges employers to deduct 5% of an employee's salary and make a 10% contribution towards the Employee's savings with NSSF;
 - The Pensions Act that provides for Pension of civil servants,
 - The Local Governments Act that provides for Pension of civil servants,
 - The Public Service standing Orders,
 - Whistle Blowers Protection Act, 2010
 - The Minimum Wages Advisory Board and Wages Council Act, 1957
 - Common Law and the doctrines of equity by virtue of Section 14 of the Judicature Act, e.t.c

The Employment Act, applies to all workers employed by an employer under a contract of service. However, it does not apply to:

- (a) the Uganda Peoples' Defense Forces other than their civilian employees and
- (b) employers and their dependent relatives when dependant relatives are the only employees in a family undertaking where the total number of dependent relatives does not exceed five.

The Minister is mandated on consultation with the Labour Advisory Board to exclude from the application of all or part of this Act, limited categories of employed persons in respect of whom special problems of a substantial nature arise.

2.2 Employee Rights and Protection

Many employees do not realize that they may be entitled to several workplace rights. Depending upon where the employee lives, the kind of job he or she has and the size of the employer, the rights of employees are important for a smooth running of an organisation.

All employees have protected rights at work which include: workplace rights; taking or not taking part in industrial activities or belonging or not belonging to an industrial association; being free from discrimination among others.

Employees can't be treated differently or worse because they possess or have exercised a right, or for a discriminatory reason. Employees are protected from: adverse action; coercion; undue influence or pressure and misrepresentation. The Employment Act gives key guidance in management of the employee-employer relationship as discussed below.

3.0 EMPLOYEE CONTRACTS

Employee contracts attribute rights and responsibilities between parties to a bargain and are made between the employer and the employee. It is governed by contractual principles such as offer, acceptance, consideration and legality.

Rights and duties are superimposed on these contractual arrangements and employers cannot derogate from these rights or duties even by contract. The parties agree to the terms and conditions provided they are not less than what the Act provides or exclude the application of a provision of the Act to the detriment of the employee, where permitted by the Act. [S.27].

3.1 Express Terms

The express terms of the employment contract are the terms actually agreed on by the parties. Where the contract is written these terms will appear on the document, where it is oral, practical difficulties can arise in proving what was agreed.

A contract of service [if not required by law to be in writing] may be made orally or in writing. [S.25]. If it is made with an illiterate¹ person, it shall be attested to by means of a written document drawn up by a magistrate or labour officer who shall before attesting first ascertain that the employee has freely consented to it, be satisfied that the employee has duly understood its terms, before accepting it, ensure that it is in conformity with the provisions of the Act.

It is clearly of value that the terms of a contract be reduced in writing or evidenced in writing. In this way disputes can be averted more easily and evidence will be easier to obtain in the event of dispute. It is therefore a sensible step for the parties (or at least the employer who has the facilities) to be charged with the task of reducing the agreement in writing.

The duty to do so and the details relating to this are seen in S. 59. An employee is entitled to receive from his employer notice in writing of the particulars of employment. It should contain:

- the full names and addresses of the parties to the contract,
- date of commencement of contract,
- job title,
- place where employees duties are to be performed,
- wages which the employee is entitled to,
- employee's normal hours of work, etc. [S. 59].

Where there is any dispute between the employer and employee as regards the terms and conditions of employment, these particulars shall serve as evidence [S.60]. The general aim of the provision is to encourage the development of explicit and clear terms about the most important elements of the employee's contract.

The most widely cited statement of effects of a written document is found in the case of **Systems Floors (UK) Ltd Vs Daniel**¹ , where Court held that:

“it provides very strong prima facie evidence of what were the terms of the contract between the parties but does not constitute a written contract between the parties. Nor are the statements of the terms finally conclusive; at most they place a heavy burden on the employer to show that the actual terms of the contract are different from those which he has set out in the statutory statement”.

¹ The Illiterates Protection Act 1918 defines 'illiterate' in relation to any document to mean, a person who is unable to read and understand the script or language in which the document is written or printed.

² (1982) 1 CR 54

3.2 Implied Terms

Frequently differences will arise about a matter on which the parties never reached actual agreement. When the contract was being made, they may never even have considered the matter or they may have done so briefly without reaching any conclusion. Court will not readily imply terms; generally the parties themselves and not the judges should decide what terms they are contracting under. Terms may be implied by facts/officious bystander test, custom or by common law practices.

Terms Implied by facts/officious bystander test

A common form of implied term is one which is implied by virtue of the particular facts of the case. In deciding whether to fill a gap in the contract by implying a term, the test usually adopted is, if at the time they made their contract, would they almost certainly have agreed to the suggested term. The Courts attempt to guess what the parties would have decided had they faced up to the matter at that time. In **B. P. Refinery (Western Port) Pty Ltd Vs. Shire of Hastings**³, court held that:

“For a term to be implied, the following conditions (which may overlap) must be satisfied:-

- it must be reasonable and equitable (fair);
- it must be necessary to give business efficacy (value) to the contract;
- it must be so obvious that it goes without saying;
- it must be capable of clear expression;
- It must not contradict any express term of the contract”.

³(1978) 52 A. J. LR 20

Unless the existence of a term is practically compelled by these tests, it will not be implied by the Court. Merely because the term in question is a quite reasonable one is not sufficient. Because employment contracts establish a somewhat unique continuing relationship, the courts tend to imply some terms in circumstances where these terms might not be implied in ordinary commercial transactions. When determining whether a particular term should be implied, the courts take account of various factors. One of them is the subsequent conduct of the parties; what they did after the employment commenced is a very useful indication of what term they would have agreed upon when the contract was being made.

Implied terms by Custom and Practice:

Some customs and practices prevailing at the workplace may be implied as terms of the employment contract, in order to attain contractual status in this manner, the alleged custom must satisfy four requirements:

- It must be notorious;
- Certain;
- Reasonable;
- And is a custom that is regarded as obligatory.

In other words the term must be:

- fair and not irregular,
- well established over a period of time,
- known to employees,
- clear and unambiguous.

If the custom is not notorious, then it is impossible to say that the employee in question could have not been aware of it on being hired. As in the case of work rules, it is essential to demonstrate that employees should have been fully aware of the custom or rule.

In **Devonald v Rosser & Sons** ⁴,

it was said that "a custom cannot be read into a written contract unless it is so universal that no workman could be supposed to have entered into the service without looking to it as part of the contract.

⁴ [1906] 2 KB 728

But it has been held that it is not essential that the employee in question was actually aware of the custom; that it is immaterial whether he knew of it or not.

Terms Implied by Common Law: These are more or less duties imposed by common law on the parties to a contract of employment. The common law duties on the part of the employer are to pay wages, to provide work, exercise care, to cooperate and to provide access to a grievance procedure. On the part of the employee, the debate is whether there is a duty to obey reasonable orders, exercise reasonable care and competence, maintain fidelity i.e. be honest, not compete, not misuse confidential information, not impede the employer's business and duty to account. Most of these duties have been incorporated in written law. Under the Employment Act, 2006, the contract should specify clearly atleast the following: **(See Appendix 1)**

- (a) **The parties to the contract of employment;**
- (b) **The date of commencement of work ;**
- (c) **Whether the contract is valid for the present or fixed-term;**

A contract of employment that is valid for the present is the principal rule. This means that work will continue until the employee resigns or the employer dismisses the employee.

A fixed-term work contract means that the time of commencement and ending of work have been agreed upon. A contract of employment may be fixed-term, for example, for the following reasons:

- deputyship
- work experience placement
- project work
- peak demand or period

(d) Probationary period and its duration

A probationary period can be agreed upon at the beginning of the contract of employment. However, this can as well depend on the organisation's human resource policies. During this period, the employee can assess whether the work is suitable for the tasks performed and may dissolve the contract of employment without a period of notice. The grounds for dissolving the contract of employment during the probationary period must not be discriminating. During the probationary period, the employee is paid normal remuneration stated in the contract. The Employment Act restricts the tenure for probation.

- (e) **Place of work** – This is normally the principle physical address of the employer;
- (f) **Duties** – These are usually specified in the job description;
- (g) **Remuneration and its method of payment**

Remuneration is determined according to the collective agreement. If there is no collective agreement in the sector of work, employees are entitled to reasonable remuneration. An employer must not pay remuneration that is less than stipulated in the collective agreement. Remuneration can contain various bonuses and such bonuses may include experience bonus, overtime pay and extra compensation for shift work among others. Any changes in an individual's salary should be notified to him/her in writing.

Payroll and Salary Payments Procedures

An organisation may employ both permanent and contract employees. It is advisable to pay their salaries on approved payroll once every end of the month to respective account numbers in any. The Amount of remuneration should be as defined in the formal letter of appointment or contract documents net of all statutory deductions i.e. NSSF, PAYE, and any others that may come up by statute and statutory regulations from time to time.

Repayment of loans and advances and any other consented additional deductions may be deducted in the same way. Employees may need to note that compulsory deductions shall be made to make good to the Organisation, unaccounted for advances, willfull or careless destruction or loss of Organisation's property and such other causes justifying deductions from an employee's salary.

Employers pay remuneration to the employee's bank account after statutory and other allowable deductions. Employees are entitled to receive a payslip that shows the different parts which form the remuneration.

(h) Working hours

The contract must specify regular working hours. Working hours must comply with the Employment Act.

(i) Annual holidays and pay

An employee is required to work for an employer for not more than six consecutive days with a day's rest, taken on any day which is customary or agreed between the parties. The maximum number of hours per week is 48.

An employee is entitled once in every calendar year, to a holiday with full pay at the rate of seven days in respect of each period of a continuous four months' service or 21 days a year, to be taken at such time during such calendar year as may be agreed between the parties. Annual leave applies only to employees who have performed continuous service for their employer for a minimum period of six months or has been working under a contract of service for sixteen hours a week or more.

A female employee shall, as a consequence of pregnancy, have the right to a period of sixty working days leave from work on full wages.

When an employee's contract is terminated he or she is entitled to receive a holiday with pay proportionate to the length of service for which he or she has not received such a holiday, or compensation in lieu of the holiday.

An employee who has completed not less than one month's continuous service with an employer and who is incapable of work because of sickness or injury is entitled to sick pay, however, he or she should notify or cause to be notified as soon as is reasonably practicable, his or her employer of his or her absence and the reason for it; and produce, if requested by his or her employer a written certificate signed by a qualified medical practitioner certifying his or her incapacity for work and duration of the incapacity.

A male employee immediately after the delivery or miscarriage of his declared wife has the right to a period of four working days' leave from work annually.

(j) Overtime payments

Depending on the structure of the organisation, the issue of overtime can apply to only junior and clerical staff or as management may consider appropriate.

- Days worked on public holidays can be compensated.
- In the cases where, due to nature of the employee's work, an employee is required to work on his/her day-off, the employee can be compensated by taking a day off some other time.

(k) the terms or conditions relating to incapacity for work due to sickness or injury, including any provision for sick pay

(l) Period of notice

A contract of employment that is valid for the present expires after either the employee's or employer's period of notice. The period of notice signifies the time

for the duration of which an employee is obliged to work before the notice date. During the period of notice, all the normal employees' rights and obligations apply to the employee. If an employer dismisses an employee, they must provide the reason for it. The Employment Act specifies acceptable grounds for dismissal.

The Law requires the employer to maintain in writing a document containing the particulars enumerated above, in a language that the employee can reasonably be expected to understand. Section 60 imputes the written particulars to act as evidence where there is any dispute between an employer and employee concerning the terms and conditions of employment. The Section creates a rebuttable presumption that the terms and conditions of employment are accurately stated in the written particulars and in any notified changes.

4.0 DUTIES DURING EMPLOYMENT

Whereas in some jurisdictions the general duties of an employee are specifically listed in their legislations, there is no such express enumeration of the general duties of an employee in Uganda's Employment Act. Consequently, it is to the common law and the various sections of the Employment Act and provisions of other applicable laws that one must direct one's attention in this regard. The basic duties that the employee (er) owes to the other will now be discussed as below.

4.1 The Employer

Obligation to Provide Work

Generally, while the employee is contractually obliged to attend at the work place during the agreed times for working, the employer is not obliged to furnish actual work to be done. All that usually is required of the employer is to pay the agreed remuneration for the period during which the employee is at work. Although having no actual work to do may deprive the employee of job satisfaction is always regrettable but by itself provide no cause of action. In **Cresswell Vs. Sawdon & Co.** ⁵,

the Plaintiff was hired for 4 years as a salesman at a fixed salary. Before the contract expired, his employer refused to provide him with any more work to do, although the employer was content to continue paying his salary. It was held that the employer was not thereby in breach of his obligation.

⁵ (1901) 2 KB 653

This general principle does not apply where the employee's remuneration depends entirely on being provided with tasks to perform, for instance where remuneration is based on piece rate or on commission. In those circumstances, in the absence of an express stipulation to the contrary, it is an implied term that the employee will be supplied with sufficient work to earn such remuneration as could reasonably be anticipated. Where parts of the agreed earnings are to be reckoned on a piece rate or a commission basis, the circumstances may warrant implying a similar term. Such a term was held to exist in **Re Rubel Bronze & Metal Co.**⁶,

where the plaintiff was the company's general manager for three years at a fixed salary together with a commission based on the company's profit. Because he could have earned a very large commission on the profits, if made, it was held that he had therefore the right to ask that he should have a full opportunity to earning such commission.

In case an employer fails to provide work as required, he or she shall pay to the employee, in respect of every day on which he or she shall so fail, wages at the same rate as if the employee had performed a day's work.

Obligation to Pay Wages

Wages are paid in legal tender to the employee entitled to payment. The payment of wages is required to take place at the place of the employee's work or, if he or she works at more than one location, the premises of his or her employer from which he or she works or from which his or her work is administered.

An employee is not entitled to receive wages in respect of any period where he or she is absent from work without authorisation or good cause. Absence with good cause may be attributable to the occurrence of exceptional events preventing the employee from reaching his or her place of work or from working; summons to attend a court of law or any other public authority having power to compel attendance; or death of a member of the employee's family or dependent relative, subject to an agreed number of days' absence on any one occasion and a maximum of six days in any one calendar year among others. In **Orman Vs. Saville Sportwear Ltd**, Court noted that;

⁶ (1918) 1 KB 315

“establish the following proposition, where the written terms of the contract of service are silent as to what is to happen in regard to the employee’s right to be paid whilst he is absent from work due to sickness, the employer remains liable to continue paying so long as the contract is not determined (terminated) by proper notice, except where a condition to the contrary can properly be inferred from all the facts and the evidence in the case. If the employer seeks to establish an implied condition that no wages are payable, it is for him to make it out.

Indemnity

The employer must indemnify his employee where the employee has incurred a liability while acting on the employer’s behalf except where the employee knew that he was doing an unlawful act.

In **Burrows v Rhodes** ⁷, the plaintiff (Burrows) was induced to enlist in the Jameson Raid of 1895, contrary to section 11 of the Foreign Enlistment Act 1870, by the defendants’ fraudulent representation that it had the sanction of the Crown (which would have made it lawful). Court held that no claim for damages could be founded on an act ‘if the act is manifestly unlawful or the doer of it knows it to be unlawful as constituting either a civil wrong or a criminal offence.’

Safety

The employer must take reasonable care to ensure that his premises are safe. He will therefore be in breach of his duties if he provides defective safety equipment knowingly or which he should have known on reasonable examination. The burden is on him to examine the equipment. He will also be in breach if he fails to remedy breaches that have been brought to his attention.

⁷ [1899] 1 QB 816

4.2 The Employee

Loyalty and good faith

The employee must not accept bribes or make secret profits.

Misconduct

The employee must not misconduct himself. The term misconduct includes persistent laziness, immorality, dishonesty; drunkenness etc. misconduct will justify summary dismissal if it goes to the root of the contract. However, the misconduct may not necessarily be a once off but one where there is a history of complaints of insolence and inefficiency from time to time. In **Pepper v Webb**⁸,

a gardener who behaved in a surly manner, showed disinterest in the garden, refused to perform certain tasks in the garden and was disobedient to the employer was held to have been summarily dismissed justifiably. However, in *Wilson v Racher*, a gardener was dismissed for swearing at his employer on one occasion. It was held that this was an exceptional outburst from an otherwise competent and diligent employee who had been provoked by his employer. Therefore there were no grounds for dismissal.

Account for property and gain

And employee must account for any money or property belonging to his employer and any gains made thereon.

Trade secrecy

The employee must maintain secrecy over his employer's affairs during the time of his employment. If the employer wishes to extend this beyond the period of employment, it would be advisable to insert a suitable clause in the contract of employment (restraint of trade clause). The employee is under an obligation to his employers not to disclose confidential information obtained by him in the course of, and as a result of his employment. The duty applies both during employment and afterwards if the employee seeks to use such information to the detriment of his employer.

⁸[1974] ICR 428

Competence and Care

An employee must be reasonably competent to perform the job for which he was hired. Extreme incompetence will warrant instant dismissal; it was been held in **Harmer Vs Cornelius** ¹⁰ to be :

‘very unreasonable that an employer should be compelled to go on employing a man who, having represented himself, competent, turns out to be incompetent’.

Many employments have elaborate disciplinary procedures aimed at ensuring that the work is done with a reasonable degree of competence.

Indemnity

Since it is an implied term of the employment contract that employees will exercise a reasonable degree of care and skill in the performance of their work, consequently, it was held in **Lister Vs Ramford Ice cold storage Co. Ltd** ¹¹, Court held;

that where an employer suffered financial loss as a result of his employees breach of his duty, the employee is under an obligation to indemnify the loss. In that case an employee negligently drove a van in the course of his work and injured a fellow employee. On the basis of vicarious liability, the employers had to compensate that fellow employee for his injuries. It was held that the van driver was under an implied contractual duty to indemnify the employer in respect of that sum.

¹⁰ (1958)

¹¹ [1956] UKHL 6

Obedience to reasonable orders:

Generally, employers are not entitled to give orders regarding what employees do outside their working hours but there are some jobs which warrant giving certain instructions about what an employee should or should not do while not actually at work, orders regarding what an employee should do outside work will usually be regarded as unreasonable, unless the contract clearly envisaged giving those orders.

But the Courts would be most reluctant to strike down instructions given about how a particular task should be performed since, by the nature of the employment relationship, it is for the employer to determine how the work is to be done. An order would have to be wholly unconnected with the employee's job or be manifestly unreasonable before it would be rejected by the courts.

An example of orders which were held unreasonable is **Ottoman Bank v Chaharin**¹², involving a bank employee based in London. Under his contract, he could be posted abroad to any branch in Turkey. He was ordered to go and work at a branch there where, to the employer's knowledge, his personal safety was at risk.

The Judicial Committee of the Privy Council in considering this order unreasonable held that; an employee can refuse to transfer to a geographical area where the employee would be at personal risk.

¹² (1930) AC 227

Even where a contract expressly authorizes the employer to give certain directions, ordinarily, those must still take due account of the employee's health and safety, In **Johnstone Vs Bloomesbury Health Authority** ¹³

Dr Johnstone was a junior doctor at the University College Hospital was working on contract which required him to be available on call for 48 hours a week on average, on top of his 40-hour contract. His first claim was that it was a breach of the duty of care to have a contract which could cause foreseeable injury. His alternative claim was that the clause allowing him to be so long on call was contrary to the Unfair Contract Terms Act 1977. Court held that "an implied term in law can prevail over an express term. That there was a Duty A to be available for 48 hours, on top of 40 hours and a Duty B on the authority to not injure the employee's health. The Authority had the power to make the employee work 88 hours a week on average. "But that power had to be exercised in the light of the other contractual terms and in particular their duty to take care for his safety".

Co-operation

Over and above the question of obeying specific orders, employees are subject to an overriding duty to co-operate with their employers in the performance of their work. Because the employment contract envisages a continuing relationship between employers and employees, it would seem that the employee must perform the various contractual obligations with a degree of good faith. It is an implied term that the contract should be performed in such a way as not to undermine its commercial objective.

¹³ (1991)

5.0 SOCIAL SECURITY

This is regarded as the principle or practice or a program of public provision (as through social insurance or assistance) for the economic security and social welfare of the individual employee and his or her family. Organisations can as well have in-house social security programmes for their employees. The main purpose is retirement planning.

The NSSF Act allows any employee of or above the age of sixteen and below the age of fifty-five years as eligible for registration and membership to the Fund. Subject to any prescribed terms and conditions, the employer may apply for voluntary registration as a contributing employer; and any eligible employee of such employer may thereafter apply for voluntary registration as a member of the fund.

Under the NSSF Act S. 12, every contributing employer is required for every month during which he or she pays wages to an eligible employee to pay to the fund, within fifteen days next following the last day of the month for which the relevant wages are paid, a standard contribution of 15 percent calculated on the total wages paid during that month to that employee. Under S. 116 of the Income Tax Act, every employer shall withhold tax from a payment of employment income to an employee.

If an eligible employee is employed successively or concurrently by two or more employers, each of such employers shall pay to the fund in respect of such employee a contribution corresponding to the wages he or she pays to such eligible employee.

An employer is required to furnish to the managing director on an approved form particulars regarding each eligible employee in his or her service, his or her wages, the contribution due on such wages, the total wages.

The managing director may grant a certificate of exemption to employers who engage the following employees:

- a. Persons not ordinarily resident in Uganda but liable to contribute to or are or will be entitled to benefit from the social security scheme of another country, if that scheme is approved by the Minister.
- b. Persons not ordinarily resident in Uganda who are liable to contribute to or are or will be entitled to benefit from any scheme associated with their employment under which benefits comparable to the benefits under the NSSF Act, are provided, if that scheme is approved by the Minister.

Of late a new initiative of Voluntary Membership which provides employers and workers that are not compelled by the mandatory provisions of the NSSF Act the opportunity to voluntarily save for their retirement has been launched. This is open to employers with less than 5 employees and individuals who are former NSSF members, whom the Fund already paid their respective benefits, but are still able and willing to save with the Fund.

PUBLIC SERVICE PENSION SCHEME

The Public Service Pension Scheme (PSPS) was established in 1946. The provision of pension benefits to the public service employees (covering traditional civil servants, including police and prisons services, local government employees and teachers¹⁴) is enshrined in the constitution¹⁵. The Armed Forces are provided for under the Armed Forces Pension Act¹⁶ (AFPA). Meanwhile, until 1994, the provision for pensions for the Urban Authorities was being administered under the provisions of the Local Government Provident Act (CAP 292), while Municipalities were also provided separately under the Municipalities and Public Authorities Provident Fund Act (CAP 291). Following the amendment of the Pensions Act in 1994, the provision of pensions to both Urban Authorities and Municipality employees was brought under the purview of the Pensions Act, which requires that all Local Government (Urban Authorities and Municipalities alike) should provide for the pensions of their employees. Subsequently, the responsibility of administering and managing pensions for local government was transferred to the Ministry of Public Service¹⁷.

It is important to note that the above public pensions system in Uganda did not cover all public servants. As such Members of Parliament, being part of the group not catered for, decided to push and legislated to make a provision for their own members. The Parliamentary Pensions Act No.6 of 2007 was passed to benefit legislators effective from those who served in the 6th Parliament (i.e., from 2001). The Act a hybrid contributory scheme, covers the members of Parliament and the members of staff of Parliament. It establishes a parliamentary pension fund, for the payment or granting of pensions or retirement benefits to its members. Section 6(1), requires that 15% of the members' pensionable emoluments are deducted as contributions to the pension fund, while government contributes 30%¹⁸ for each member.

¹⁴ Except University Lecturers.

¹⁵ Article 254, of the Constitution of Uganda.

¹⁶ The Armed Forces Pension Scheme was established on September 03rd, 1939. Note that this was established six years earlier than the establishment of the Public Service Scheme

¹⁷ Directorate of Economic Affairs and Research (Quarter One: FY 2013/14) Pensions Reform In Uganda; Challenges and Opportunities

¹⁸ Section 6(2).

6.0 OCCUPATIONAL HEALTH & SAFETY

Article 39 of the Constitution provides for the right to a clean and healthy environment. The Occupational Safety and Health Act imposes an obligation on employers to ensure the safety of employees at work. They are thus required to put in place measures for the achievement of this purpose e.g. provision of protective gear against the effect of pollution, to monitor and control the release of dangerous substances into the environment, to supervise the health of workers who are exposed to dangerous hazards due to pollution and other harmful agents e.g. through periodic medical examination, keeping medical records of workers, ensuring that work premises remain safe and without risk to health, displaying safety precautions etc.

The Act requires workplaces to be kept in a clean state to have suitable lighting to ensure that buildings at a work place are of sound construction, to have adequate supply of wholesome drinking water accessible to by all workers, adequate facilities for taking meals, a first aid room etc.

The administration and enforcement of the provisions of the Act is entrusted to the Commissioner for Occupational Health and Safety and inspectors. Their role is, with the assistance and cooperation of the occupier of the work place to enter into work premises to ensure that employers are implementing the requirements of the Act.

Orientation provides employees with necessary safety information about their job and tasks, informs them of specific details about workplace hazards and provides an opportunity to learn about the company and their colleagues, ask questions and to clarify new or confusing information. New employees starting with any entity will have expectations about the workplace culture and the emphasis on the safety orientation they receive will be reflected in their work performance, their eagerness to learn and their willingness to contribute to a safe and healthy workplace.

7.0 WORKERS' COMPENSATION

The Workers' Compensation Act was intended to ensure that workers injured in the course of the employment receive compensation from their employers. The Act defines an employer as the Government of Uganda, any person incorporated or unincorporated, association or partnership, which directly engages a worker or which, in respect of any worker, carries on the business of hiring out his or her services.

The Act applies to all employment within Uganda and to workers employed by or under the Uganda Government in the same way and to the same extent as if the employer were a private person, but not to active members of the armed forces. Workers' compensation is a legal remedy that covers medical expenses and wage loss for employees who have been injured in the course and scope of their employment. An employee must report any work-related injury or illness to the supervisor immediately or other personnel of the organisation.

7.1 Employer's Liability

If personal injury by accident arises out of and in the course of a worker's employment, the injured worker's employer shall be liable to pay compensation in accordance with this Act [S. 3].

An act shall be deemed to be done out of and in the course of employment when a worker acts to protect any person on the employer's premises whom the worker believes to be injured or imperiled, or when a worker acts to protect property on the employer's premises.

Any personal injury by accident arising while the employee is travelling directly to or from his or her place of work for the purpose of employment shall be deemed to be an accident arising out of and in the course of his or her employment. It shall be for the employee who suffers injury by accident arising while travelling to or from his or her place of work to show that such travel was direct. Compensation shall be payable under this section whether or not the incapacity or death of the worker was due to the recklessness or negligence of the worker or otherwise.

Any accident arising in the course of employment shall, unless the contrary is proved, be presumed to arise out of employment. Because of this liability, the Act requires every employer to insure and keep himself or herself insured in respect of any liability which he or she may incur under the Act to any worker employed by him or her.

7.2 Computation of Compensation

The Act details the method of computation of the amount to be compensated. The basis of the computation is the nature of the injury alongside monthly earnings of the affected worker and whether or not the deceased worker has left behind family members who are dependent on his earnings. The word injury is defined to include an accident and a disease mentioned under the Act; the injury may be a fatal one or it may be one of a temporary or permanent nature, which incapacitates a worker for any employment which he or she was capable of undertaking at the time when the accident occurred. The word earnings is defined to include wages and any allowances paid by the employer to the worker, including the value of any food, accommodation or benefit in kind.

If the worker is killed as a result of an accident for which the employer has liability under this Act, the dependants (if any) of the deceased may recover from the employer the expenses of medical treatment of the deceased, burial of the deceased and expenses incidental to the medical treatment and burial of the deceased.

The Act further allows a worker to bring legal proceedings against the employer to recover damages from him in respect of the injury notwithstanding the fact that he has been compensated in accordance with the provisions of the Act. However, the amount of compensation which he or she has been awarded under this Act shall be taken into account in the assessment of his or her loss. [S.17]. This provision was meant to prevent double compensation and therefore unjust enrichment on the part of the injured worker.

8.0 LABOUR UNIONS AND OTHER SIMILAR ASSOCIATIONS

Under the labour law, employees are free to join labour unions of their choice. This freedom is guaranteed both under the Constitution and the Labour Unions Act. Article 29 (e) of the Constitution provides that every person shall have the right to freedom of association which includes freedom to form or join trade unions.

S. 3 of the Labour Unions Act also provides that employees shall have a right to organize themselves in any labour union and may assist in running the labour union, bargain collectively through a representative of their own choice, withdraw their labour and take industrial action. Meanwhile, under S. 4 the employer is barred by the Act from interfering with this right to associate otherwise if he does, he commits an offence under S.5 for which he is criminally liable.

Labour unions are considered an important actor in the process towards more sustainable consumption and production patterns. They offer an organisational platform for a large number of workers and are involved in numerous policy processes. However, labour unions have traditionally focused their attention on job security and maintenance as well as work place issues. Conversely, environmental concerns and sustainable development are usually not high on the political agenda of labour unions.

9.0 EMPLOYMENT OF NON CITIZENS

This is governed by The Uganda Citizenship and Immigration Control Act Cap 66 and The Uganda Citizenship and Immigration Control Regulations No 16/04

No person shall enter or remain in Uganda unless that person is in possession of a valid entry permit, certificate of permanent residence or pass issued under the Act. A non-citizen shall not be issued with the above documents unless he possesses a passport, a certificate of identity, a convention travel document or any other valid travel document. [S.53]

A non-citizen shall not unless he posses the above documents be employed in a parastatal or private body, public service, by a private person, engage in private business in Uganda [S.59]

There are classes of entry permits specified in the Act [S.54]. Class G covers employees. The person must satisfy the immigration board that he has been offered and has accepted employment in Uganda.

10.0 VICARIOUS LIABILITY OF THE EMPLOYER

When a person is injured by another, the rule at common law is that the injured party may sue the actual wrong doer. Where the wrong doer is an employee, the injured party may also have an action against the employer under the principle of vicarious liability. Although the employer did not personally commit the wrong, he may be responsible for all those who are employed by him. The third party will usually sue the employer as he is usually in a better financial position to meet the claim for damages.

Government is liable for the civil wrongs committed by its servants (**S. 3(1)(a) of the Government Proceeding Act**), but not generally to wrongs committed by a member of the UPDF (**S. 4 of the Law Reform Miscellaneous Provisions Act**)

The view is taken that, by employing a person, the employer makes it possible for him to commit a wrong. It is regarded as a normal business risk for which he would be wise to take out insurance.

The rule is that the employer is vicariously liable for the torts (civil wrongs) of the employee that are committed within the course of his employment.

In **Limbus v London General Omnibus Co**¹⁹, a bus driver whilst racing a bus pulled in front of another rival omnibus, in order to obstruct it and caused an accident. The defendant company had forbidden racing with and obstructing of other omnibuses. Court held that, the defendants were liable citing that: "A master is liable for acts done by his servant in the course of his business and for his interest, even though they are tortious and forbidden by the master."

In contrast, in **Beard v London General Omnibus Co**²⁰, a bus conductor attempted to turn a bus around at the end of its route and in doing so he caused an accident. His employers were not liable since he was only employed to collect fares and not to drive buses.

Sometimes, a prohibition imposed by an employer on an employee will limit the scope of employment. Thus in **Twine v Beans express**²¹,

¹⁹ ((1862), 1 H. & C. 526)

²⁰ [1900] 2 QB 530

²¹ CA 1946

a driver employed by the defendants gave a lift to a person who was killed due to the employee's negligent driving. The employee had been expressly forbidden to give lifts and a notice to this effect was displayed in the vehicle. It was held that the employer was not vicariously liable as the driver's action was outside the scope of his employment and the injured person was deemed to be a trespasser.

Where an employee who is on a journey deviates from the authorized route, it is a question of degree whether he has started on a fresh journey (a frolic of his own) which relieves the employer from liability.

11.0 EMPLOYMENT OF CHILDREN

Children under 16 years of age are entitled to be protected from social or economic exploitation and shall not be employed in or required to perform work that is likely to be hazardous or to interfere with their education or to be harmful to their health or physical, moral, mental, spiritual or social development [Article 34 of the constitution]

A child under the age of 12 years shall not be employed in any business, undertaking or work place. [S.32]. A child under the age of 14 is only allowed to be employed for light work carried out under the supervision of an adult aged over 18 years and which work does not affect the child's education. A child shall not be employed between the hours of 7 pm and 7 am. Any person including a labour union or employer's organization may complain to a labour officer if he or it considers that the child is being employed in breach of these provisions of the law.

12.0 DISABILITIES RESOURCES AND SERVICES

Persons with Disabilities Act, 2006 (PWDA) prohibits discrimination against qualified individuals with disabilities in employment practices. The PWDA also requires that employers provide reasonable accommodations to qualified individuals with disabilities, so long as it does not impose an undue hardship on the employer.

13.0 DISMISSAL AND TERMINATION

13.1 General Provisions

In recognition of the frequent dismissals of employees from work especially in the Ugandan private sector, the framers of the Employment Act came up with major

safeguards against both unlawful or unfair termination and unlawful dismissal. The Act provides for certain requirements that must be complied with before a contract of service can be terminated. The one loophole in the Act is failure to make a clear distinction between termination and dismissal, the Act appears to use the two words interchangeably.

“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. On the other hand, Dismissal from Employment” means the discharge of an employee from employment at the initiative of his or her employer when the said employee has committed verifiable misconduct.”

An employment contract can be terminated in a number of ways which include the following **[S.65]**.

- The contract can be terminated by the employer with notice
- Where it is a contract of service, being a contract for a fixed term of task, ends with the expiry of the specified term or the completion of the specific task [unless it is renewed]
- Where the contract is ended with or without notice on the part of the employee as a consequence of unreasonable conduct on the part of the employer towards him
- Where the contract is ended by the employee in circumstances where the employee has received notice from the employer but before the expiry of that notice.

A contract of service shall not be terminated by an employer unless he or she gives notice to the employee except, where the contract of employment is summarily terminated in accordance with **S. 69** [below] or where the reason for termination is attainment of retirement age, **[S.58]**. The notice must be in writing and shall be in a form and language that the employee to whom it relates can reasonably be expected to understand. The period of notice depends on the period for which the worker has been employed and the notice periods are specified under the Act. No employer has the right to terminate a contract of service with less notice than that to which the employee is entitled by any statutory provision or contractual term **[S.69 (2)]**. However, nothing shall prevent an employee from accepting payment in lieu of notice.

An employer shall before reaching a decision to dismiss an employee on grounds of misconduct or poor performance explain to him the reason for dismissal in a language the employee may reasonably be expected to understand. The employee is entitled to have another person of his or her choice present during the explanation. The employer shall in turn give the employee a hearing and consider any representations which the employee and the person if any chosen by him may make. Whether the dismissal is a summary dismissal which is justified or whether it is a fair dismissal, the employer must have given the employee a reasonable time within which to prepare these representations. Where these requirements are not complied with, the employee may lodge a complaint with the labour officer for redress **[S. 66]**.

Irrespective of whether any dismissal which is a summary dismissal is justified or whether it is fair an employer who fails to comply with this section is liable to pay the employee a sum equivalent to four weeks net pay. **(S.66(4))**

13.2 Unfair Reasons for Termination

Notwithstanding the above, it is vital to note that not all reasons that the employer may give are fair reasons to justify termination of a contract. Thus under **S. 75** of the Act, a list of reasons which may be considered as unfair is given i.e.

- A female employee's pregnancy or any reason connected with her pregnancy
- The fact that an employee took, or proposed to take, any leave to which he was entitled to under the law or a contract
- An employee's membership or proposed membership of a labour union
- Participation or proposed participation in the activities of a labour union outside working hours, or with the consent of the employer within working hours
- An employee's refusal or proposed refusal to join or withdraw from a labour union
- An employee's race, sex, colour, religion, political union or affiliation, nationality, social origin, marital status, HIV status or disability.
- An employee's temporary absence from work for any period up to 3 months or reliable grounds including illness or injury
- An employee's initiation or proposed initiation of a complaint or other legal proceedings against his employer

The organization or intended organization of a strike or other form of industrial action where the strike of industrial action is lawful. **[S.76]**

13.3 Summary Dismissal

An employer is entitled to dismiss summarily and the dismissal shall be termed justified where the employee has by his or her conduct indicated that he has fundamentally broken his obligations under the contract of service [S. 69]. This would arise from serious misconduct being manifested by the employee.

Summary dismissal is deemed to have taken place when the employer terminates the service of an employee without notice or with less notice than that to which the employee is entitled by any statutory provision or by a contractual term. This is a new provision because formerly summary dismissal meant only dismissal without notice.

Where the employment contract does not specify the grounds for summary dismissal what constitutes serious misconduct for these purposes depends on the nature of the job in question and the terms of the contract. Certain actions almost invariably would be regarded as a serious misconduct, like deliberately destroying the employer's property, stealing from the employer and gross insubordination.

In **Eletu v Uganda Airlines Corporation** ²², it was held that

"at common law, to justify such dismissal, a breach of duty must be serious one, a breach amounting in effect to repudiation by the servant of his obligations under the contract of employment such as disobedience of lawful orders, drunkenness, immorality, assaulting fellow workers, incompetence and neglect."

It was held further that:

"there is no fixed rule of law defining the degree of misconduct which would justify summary dismissal. However summary dismissal is a strong measure to be justified only in exceptional circumstances. The test to be applied in determining whether a summary dismissal was justified is whether misconduct leading to summary dismissal goes to the root of the contract so as to indicate unwillingness to continue to be bound by the original terms of the contract."

²² (1984) H.C.B. 39

14.0 OTHER CONSIDERATIONS

14.1 Equal Employment Opportunity

The Constitution under the National Objectives and Directive Principles of State Policy number XI, provides for the role of the State as that of guaranteeing the highest priority to the enactment of legislation establishing measures that protect and enhance the right of the people to equal opportunities in development. Article 32 (2) mandates Parliament to make relevant laws, including laws for the establishment of an equal opportunities commission.

Individuals covered under Equal Employment Opportunity (EEO) laws are protected from illegal discrimination, which occurs when people who share a certain characteristic, such as race, age, or gender, are discriminated against because of that characteristic.

The long title of the Equal Opportunities Commission Act (EOCA), 2007 is cited among other objects the need to give effect to the State's constitutional mandate to eliminate discrimination and inequalities against any individual or group of persons on the ground of sex, age, race, colour, ethnic origin, tribe, birth, creed or religion, health status, social or economic standing, political opinion or disability, and take affirmative action in favour of groups marginalised on the basis of gender, age, disability or any other reason created by history, tradition or custom for the purpose of redressing imbalances which exist against them; and to provide for other related matters.

The main purpose of the EEO laws is to ensure that everyone has an equal opportunity of getting a job or being promoted at work.

14.2 Affirmative action

While EEO laws aim to ensure equal treatment at work, affirmative action requires the employer to make an extra effort to hire and promote people who belong to a protected group. Affirmative action includes taking specific actions designed to eliminate the present effects of past discriminations.

Employees are also protected by the Equal Employment Opportunity Commission (EEOC), which was established through the (EOCA). The scope of authority of the

EOCA has been expanded so that today it carries the major enforcement authority for the following laws:

- **Article 180 (2) c of the 1995 Constitution** provides for the Local Government to enact laws to provide for affirmative action for all marginalized groups referred to in article 32 of the same constitution.
- **The National Gender Policy 1997.** Recognises that the lower status of women, in comparison to men is due to gender imbalance that arises from unequal opportunities and access to and control over productive resources and benefits.
- **The National Youth Policy 2004.** Its goal is to provide an appropriate framework for enabling youth to develop social, economic, cultural, and political skills so as to enhance their participation in the development process. It therefore forms the framework for all stakeholders to address issues of youth empowerment.
- **The National Orphans and other Vulnerable Children’s policy 2004.** The mission of the policy is to provide a framework for the enjoyment of rights and responsibilities of the orphans and other vulnerable children.
- **The Local Government’s Act Cap 243.** This provides for representation of marginalized groups at all local government levels.
- **The National Women’s Council Act Cap 318.** This establishes the National Women Council whose object is to organise women of Uganda in a unified body and engage the women in activities that are of benefit to them and the nation.
- **The Children Act Cap 59.** Section 5(2) thereof provides for a duty of a person having custody of a child to protect the child from discrimination, violence, abuse and neglect. Section 10 thereof provides for protection of children with disabilities.
- **The National Council on Disability Act, 2003.** This establishes the National Council for Disability. The objective of the National Council for Disability among others is; to promote the implementation and equalisation of opportunities for persons with disability, monitor and evaluate the impact of policies and programmes designed for equality and full participation of persons with disability.

The Land Act Cap 227. Section 27 thereof provides a basis for the nullification of all customary practices that undermine the rights of women, children and persons with disability on land. The Act creates equitable distribution of land as a resource and nullifies all those land transactions, which are discriminatory against marginalized groups and violate articles 33, 34 and 35 of the Constitution of the Republic of Uganda 1995. Section 39 thereof provides for protection of rights of family members on family land. The Act further provides for representation of women on the Uganda Land Commission and District Land Boards

14.3 Conflict of Interest

The organisation must be able to have trust and confidence in its employees who in turn must at all times act in good faith with due regard for the best interests of the organisation. A potential or actual conflict of interest arises if and when a financial or other personal interest unduly influences your commitments and obligations to the organisation. Not all conflicting interests are prohibited. An employee must, however, at least disclose to the organisation administration actual or proposed transactions with the organisation to which you (or an immediate family member) are a party or with an organization in which you (or an immediate family member) have a financial interest. The disclosure obligations may be spelt out in the HR policy.

14.4 Confidentiality of Medical Information

Medical information about individual staff members is to be treated confidentially. The Organisation will take reasonable precautions to protect such information from inappropriate disclosure. Any staff member who has legitimate access has a responsibility to respect and maintain the confidentiality of that medical information.

14.5 Defense and Indemnification of Staff

The Organisation will furnish each current and former staff member of the Organisation (except as may be prohibited by law) with legal defense and payment of judgments, fines, penalties, settlements, and any other expenses actually and reasonably incurred in connection with an actual or threatened action suit or

other legal proceeding (civil, criminal, administrative, or investigative) brought against such staff member by reason of being or having been a staff member of the Organisation, or by reason of serving or having served the Organisation as a member of or representative to a committee, board, or other entity outside the Organisation, so long as the staff member's actions or omissions were within the scope of his or her Organisation duties or authority, were in good faith and in a manner reasonably believed to be lawful and in the Organisation's best interest, and the acts or omissions did not constitute willful misconduct, gross negligence, or recklessness.

14.6 Donations and Solicitations

Payroll deductions may be used to make contributions to reasonable causes. However, participation decisions are strictly personal, and lack of participation shall not be held against the employee.

14.7 Employment Applications

The Organisation relies upon the accuracy of information contained in the employment application as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the Organisation's exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

14.8 Settlement of grievances

The Employment Act provides for ways on how employee grievances can be handled for example where an employer neglects or refuses to fulfill the terms of a contract of employment, or where a complaint or a labour dispute arises as to the rights or liabilities of either party under a contract of employment.

15.0 PUBLIC SERVICE STANDING ORDERS (PSSO)

The PSSOs which are made by the Minister responsible for Public Service are applicable to all public officers²³. The Standing Orders make number of provisions pertaining management of human resources in public service²⁴. Such provisions on appointment to the public service, movement of personnel within, to or from outside the public service, performance management in the public service, salary, allowances and the roles, obligations and conduct of a public officer, staff training and development in the public service unionization and staff association for public officers including public service grievance procedure, are among the guiding principles as postulated by the Standing Orders. Whereas all public officers are bound by the PSSOs, it is clearly provided that it is the duty of a Responsible Officer to ensure that his or her subordinate staff are aware of their rights, privileges and obligations under these Standing Orders.

²³ Public Officer having the meaning as assigned by Article 175(a) of the Constitution.

²⁴ Public service as defined under Article 175 (b) of the Constitution

16.0 WHISTLE BLOWERS PROTECTION ACT

If an employee brings information about a wrongdoing to the attention of his/her employers or a relevant organisation, they are protected in certain circumstances under the Whistle Blowing Act, 2010. The law that protects whistle-blowers is for the public interest. Qualifying disclosures are disclosures of information where the worker reasonably believes (and it is in the public interest) that one or more of the following matters has either occurred, is occurring or is likely to occur in the future.

- (a) A corrupt, criminal or other unlawful act
- (b) A failure, refusal or neglect to comply with any legal obligation (this may involve disregard of any regulatory requirements including a danger to the health and safety of any individual, damage to the environment.
- (c) A miscarriage of justice
- (d) A deliberate attempt to conceal any of the above.

Disclosures of impropriety can be made to the employer first²⁵, or if an employee feels unable to use the organisations procedure the disclosures can be made to a prescribed person²⁶, so that employment rights are protected. The Act further provides circumstances under which an employee may be required to report any impropriety to an external party²⁷.

Employees who 'blow the whistle' on wrongdoing in the workplace can claim protection from victimisation²⁸. An employee is automatically considered victimised if it is wholly or mainly for making a protected disclosure if the employee is

- (a) dismissed;
- (b) suspended;
- (c) denied promotion;
- (d) demoted;
- (e) made redundant;
- (f) harrassed; intimidated;
- (g) threatened with any of the matters set out in (a) to (f);
- (h) subjected to a discriminatory or other adverse measure by the employer or a fellow employee.

²⁵ Section 4(1) Whistle Blowing Act, 2010

²⁶ Section 4(3) Whistle Blowing Act, 2010

²⁷ Section 4(2) Whistle Blowing Act, 2010

²⁸ Section 9(1) Whistle Blowing Act, 2010

17.0 CONCLUSION

An organisation is encouraged to hire and attract talented people; look for the best in each person; set standards for selection; spend time evaluating and acculturating; prospective team members. An organisation's management must be able to relate to and meet the needs of employees by speaking their language; winning their confidence through walking the talk, being assertive, developing well defined targets to be achieved through the team and individual among others. This will drive team spirit to very high levels.

APPENDIX 1: SAMPLE EMPLOYMENT CONTRACT

THIS AGREEMENT made as of the _____ day of _____, 20__ , between [name of employer] a organisation registered and licensed under the laws of the Republic of Uganda, and having its principal place of business at _____ (the "Employer"); and [name of employee], of the City of _____ in the Republic of Uganda (the "Employee").

WHEREAS the Employer desires to obtain the benefit of the services of the Employee, and the Employee desires to render such services on the terms and conditions set forth.

IN CONSIDERATION of the promises and other good and valuable consideration (the sufficiency and receipt of which are hereby acknowledged) the parties agree as follows:

1. Employment

An Employee agrees that he/she will at all times faithfully, industriously, and to the best of his skill, ability, experience and talents, perform all of the duties required of his position. In carrying out these duties and responsibilities, the Employee shall comply with all Employer policies, procedures, rules and regulations, both written and oral, as are announced by the Employer from time to time. It is also understood and agreed to by the Employee that his assignment, duties and responsibilities and reporting arrangements may be changed by the Employer in its sole discretion without causing termination of this agreement.

2. Position Title

As a _____, the Employee is required to perform the following duties and undertake the following responsibilities in a professional manner.

(a).....

(b).....

(c).....

(d).....

(e) Other duties as may arise from time to time and as may be assigned to the employee.

3. Compensation

(a) As full compensation for all services provided the employee shall be paid at the rate of _____. Such payments shall be subject to such normal statutory deductions by the Employer.

- (b) (may wish to include bonus calculations or omit in order to exercise discretion).
- (c) The compensation mentioned in paragraph (a) above shall be review on an annual basis.
- (d) All reasonable expenses arising out of employment shall be reimbursed assuming the same have been authorized prior to being incurred and with the provision of appropriate receipts.

4. Vacation

The Employee shall be entitled to vacations in the amount of ____ weeks per annum.

5. Benefits

The Employer shall at its expense provide the Employee with the Health Plan that is currently in place or as may be in place from time to time.

6. Probation Period

It is understood and agreed that the first six months (may vary) of employment shall constitute a probationary period during which period the Employer may, in its absolute discretion, terminate the Employee's employment, for any reason without notice or cause. This period can be extended for a period of ____ if the employer is not satisfied with the employee's level of service.

7. Performance Reviews

The Employee will be provided with a written performance appraisal at least once per year and the said appraisal will be reviewed at which time all aspects of the assessment can be fully discussed.

8. Termination

- a. The Employee may at any time terminate this agreement and his employment by giving not less than two weeks written notice to the Employer.
- b. The Employer may terminate this Agreement and the Employee's employment at any time, without notice or payment in lieu of notice, for sufficient cause.
- c. The Employer may terminate the employment of the Employee at any time without the requirement to show sufficient cause pursuant to (b) above, provided the Employer pays to the Employee an amount as required by the Employment Act 2006 or other such legislation as may be in effect at the time of termination. This payment shall constitute the employees entire entitlement arising from said termination.
- d. The employee agrees to return any property of the employer at the time of termination.

9. Non- Competition

- a. It is further acknowledged and agreed that following termination of the employee's employment with _____ for any reason the employee shall not hire or attempt to hire any current employees of _____.

b. It is further acknowledged and agreed that following termination of the employee's employment with _____ for any reason the employee shall not solicit business from current clients or clients who have retained _____ in the 6 month period immediately preceding the employee's termination.

10. Laws

This agreement shall be governed by the laws of Uganda

12. Entire Agreement

This agreement contains the entire agreement between the parties, superseding in all respects any and all prior oral or written agreements or understandings pertaining to the employment of the Employee by the Employer and shall be amended or modified only by written instrument signed by both of the parties hereto.

13. Severability

The parties hereto agree that in the event of any part thereof of this agreement is held to be unenforceable or invalid then the said part shall be struck and all remaining provisions shall remain in full force and effect.

IN WITNESS WHEREOF the Employer has caused this agreement to be executed by its duly authorized officers and the Employee has set his hand as of the date first above written.

SIGNED, SEALED AND DELIVERED in the presence of:

[Name of employee]

[Signature of Employee]

[Name of Employer Rep]

[Signature of Employer Rep]

[Title]



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