THE DISMISSED EMPLOYEES OF INTER-CON SECURITY SYSTEM, INC., represented by & thru SAMPSON POTTER, COLLINS SONWAGBE, et al., Appellants, ***v.*** **REGINALD W. DOE**, Hearing Officer, Ministry of Labour, THE MANAGEMENT OF THE INTER-CON SECURITY SYSTEM, INC., represented by and thru its Project Manager, or its Guard Force Commander and/or its comptroller and all those acting within the scope of the authority, Appellees.

APPEAL FROM THE JUDGMENT OF THE NATIONAL LABOUR COURT, MONTSERRADO COUNTY.

Heard: May 10, 2004. Decided: August 16, 2004.

1. Article 17 of the Liberian Constitution provides that all persons, at all times, in an orderly and peaceable manner, shall have the right to assemble and consult upon the common good, to instruct their representatives, to petition the government or other functionaries for the redress of grievance and to associate fully with others or refuse to associate in political parties, trade unions and other organizations.
2. An employer has a right to dismiss an employee without cause in accordance with chapter 16, section 1501(3) of the Labour Practices Law, so long as the employee is given the required notice or payment in lieu of notice.
3. An employer's dismissal of an employee under section 1501(3) will automatically be regarded as legal where the employee cannot show that his/her dismissal was on account of a specific reason that can be construed as unfair labour practice or a violation of the Labour Practices Law.
4. The right of employees to organize themselves in a union for the purpose of engaging in collective bargaining with their employer cannot be withheld or denied by the employer, and any attempt to deny the employees the exercise of that right constitutes an unfair labour practice.
5. In assessing the amount of compensation to be paid an employee who has been wrongfully dismissed, the Labour Court shall have regard to the reasonable expectation of the employee in the case of a contract for an indefinite duration, and to the employee length of service; provided that the award shall not be more than the aggregate of two years' salary or wages of the employee, computed on the basis of the average rate of salary received six months immediately preceding the dismissal.
6. Where there is reasonable ground to believe that the dismissal of an employee is to avoid the payment of pension, the award shall be up to but not in excess of the aggregate of five years salary or wages received six months immediately preceding the dismissal.

The appellants, fourteen employees engaged as security personnel by the co-appellee, Inter-Con Security System, were dismissed by the co-appellee, asserting as the reason for the action that it was availing itself of section 1508(3) of the Labour Practices Law, which gives to the employer the right to dismiss without cause an employee who was employed under a contract of indefinite duration. The employees alleged that their dismissal was wrongful and that the provision relied on by the co-appellee had been repealed by the Legislature. Hence, they filed a complaint with the Ministry of Labour.

The hearing officer at the Ministry of Labour rejected the arguments of the appellants that the provision of the law relied upon by the co-appellee in dismissing the appellants had been repealed, and, after hearing the case on the merits, found the co-appellee not liable. The National Labour Court, before which a petition for judicial review of the hearing officer's ruling was filed, affirmed the ruling of the hearing officer. From this ruling, an appeal was taken to the Supreme Court.

The Supreme Court reversed the rulings of the hearing officer and the National Labour Court, noting that although the co-appellee had cited section 1508 of the Labour Practices Law which vests in an employer the right to dismiss an employee without cause where the contract is for an indefinite duration, and that ordinarily such dismissal is legal, the facts and circumstances of the case showed that the co-appellee had dismissed the appellants because of the latter's exercise of their right to hold meetings with their fellow workers and their preparation of a memorandum to the United States Ambassador complaining of alleged injustices they claimed to have suffered under the co-appellee. The Court opined that the dismissal of the appellants was not only a violation of their rights under the Labour Practices Law of Liberia but also a violation of their constitutional right to assemble and consult upon the common good.

Accordingly, the Court held that the dismissal was wrongful and ordered that the appellants be reinstated or paid such compensation as determined by the National Labour Court and as provided under the Labour Practices Law, same being salary for up to two years, or if the action was taken to avoid the payment of pension, then salary for up to five years computed on the basis of the salary earned in the last six month preceding the dismissal.

Roland F. Dahn of Yonah, Obey and Associates appeared for the appellants. *A. Kanie Wesso* of Legal Aid, Inc, appeared for the appellee.

MR. JUSTICE GREAVES delivered the opinion of the Court.

The records before us reveal that the appellants, petitioners in the court below, fourteen (14) former employees of the Inter-Con Security System, Inc., co-appellee, were dismissed by the co-appellee between the periods October 3, 2000, to October 17, 2000. The facts

further reveal that the appellants were employed by co-appellee between the period August 16, 1990 and July 27, 1998. The letters of dismissal to the appellants all began with the first paragraph stating thus: "We wish to inform you that the management here avails itself of the rights under section 1508, sub-section 3, of the Labor Practices Law of Liberia and terminates your services immediately." The records further reveal that prior to the dismissal of the appellants, the co-appellee management conducted an investigation of the appellants which centered around their alleged involvement in a plan to hold a demonstration and obstruct the communications network of co-appellee's business.

A memorandum dated the 10th day of October, A. D. 2000 and addressed to the United States Ambassador from the entire aggrieved Inter-Con guards entitled: "Petition: Stride to Freedom", which was signed by the fourteen (14) dismissed employees in the instant case, and which sought to bring to the attention of the Ambassador alleged injustices being suffered by the employees/guards of Inter-Con Security System, Inc. was the basis upon which the investigation was conducted.

The appellants, through their counsel, filed a complaint before the Ministry of Labour alleging that they had been wrongfully dismissed. The co-appellee, Inter-Con Security System, argued that the appellants were not wrongfully dismissed, but that co-appellee took advantage of chapter 16, section 1508(3) of the Labour Practices Law, which permits an employer to dismiss an employee without cause. The ap-pellants counsel counter-argued that the said statutory law had been repealed by the Interim Legislative Assembly (ILA) on October 1, 1993 and that the repealing law was subsequently printed into handbill on December 3, 1993.

The hearing officer heard the case on its merits and ruled that chapter 16, section 1508(3), had not been repealed and was still in force; and that the co-appellee/defendant was not liable. He therefore dismissed the case.

The appellants then filed a petition for judicial review before the National Labour Court. The National Labour Court Judge upheld the ruling of the hearing officer; hence, this appeal.

The issues we are to contend with in disposing of this matter are:

1. Whether under the facts and circumstances prevailing in this matter, the dismissal of appellants is wrongful even though co-appellee Inter-Con Security System invoked chapter 16, section 1508 (3), of the Labour Practices Law?
2. Whether chapter 16, section 1508(3), was repealed by the Interim Legislative Assembly on October 1, 1993, as alleged by the appellants?

In discussing the said issues we shall begin in the reverse order; that is, with the last issue which states whether or not chapter 16, section 1508(3) was repealed by the Interim Legislative Assembly on October 1, 1993, as alleged by the appellants. The appellants tried to buttress their contention/ argument by attaching a photocopy of a document entitled "An Act Adopting the Revised Labour Law Statutes, Approved: October 1, 1993, Published by

Authority, Ministry of Foreign Affairs, Monrovia, Liberia, December 3, 1993". On the second (2nd) sheet of the Act is found the following:

> "AMENDMENT AND REPEALS TO THE LABOUR LAWS OF LIBERIA"
>
> 1.Chapter 3, section 1508, now sub-section 308
>
> 2.Chapter 6, section 6.2 sub-section 1
>
> 3.Chapter 16, section 16.1 sub-section 2
>
> 4.Chapter 30, section 30.1 sub-section 2

Sheet (page) 1 of said document reads: "AN ACT ADOPTING THE REVISED LABOUR LAW STATUTES".

> "It is enacted by the Interim Legislative Assembly of the Interim Government of National Unity of the Republic of Liberia, in Legislature Assembled:
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> Section 1. That from and immediately after passage of this Act, the Revised Labour Statutes prepared by the Liberian Codification Project is hereby adopted.
>
> Section 2. This Act shall take effect immediately upon publication in hand bills".

From a perusal of the said Act, we do not agree with the appellants that section 1508(3) of chapter 16 of the Labour Practices Law has been repealed or amended since the alleged repealer does not conform to the procedure governing the repealing of a statute. There are no laws stated showing what remains and what is amended and the law sought to be repealed is not stated outrightly (i.e. section 1508(3)). Further, sheet two (2) has no part whatsoever to play in the law that is being repealed. It is just a separate statement. We thus concur with the National Labour Court and the hearing officer that said statute, i.e. section 1508(3), has not been repealed but is still in vogue.

We now go to the first issue of whether or not under the facts and circumstances prevailing in this matter, the dismissal of appellants is wrongful even though co-appellee Inter-Con Security System invoked chapter 16, section 1508(3) of the Labour Practice Law of Liberia.

The facts and circumstances prevailing in this matter show that the appellants allegedly held a series of meetings with their fellow workers and prepared a memorandum to the then American Ambassador to Liberia, outlining their grievances and alleged injustices being suffered by the workforce of the co-appellee. The memorandum was signed by the fourteen (14) dismissed employees, the appellants herein. The facts also reveal that the appellants were investigated at co-appellee Inter-Con head office for what it termed their involvement in a plan to illegally demonstrate against the management or obstruct the communications network of the co-appellee. The investigation was not concluded, or at least the findings were not made known to the appellants. Instead, the co-appellee went ahead and dismissed the fourteen (14) employees that had signed the memorandum, invoking section 1508(3) of the Labour Practice Law of Liberia as the basis for the dismissal. This provision of section 1508(3) states that "where the contract is concluded between employer and the employee for an indefinite period, the employer shall have the right to dismiss the employee on condition

that he gives him two weeks written notice in the case of non-salaried employee and four weeks written notice in the case of salaried employee or payment in lieu of such notice".

Article 17 of the 1986 Constitution of Liberia (Fundamental Rights), at chapter 3, states: "All persons, at all times, in orderly and peaceable manner, shall have the right to assemble and consult upon the common good, to instruct their representatives, to petition the government or other functiona-ries for the redress of grievance and to associate fully with others or refuse to associate in political parties, trade unions and other organizations."

We can see that the co-appellee violated the appellants' constitutional right to assemble peaceably and consult on their common good. The appellants' act was done without any violence or disruption of appellee's business. Should this Court then sit down and condone this outright violation of appellants' constitutional rights under the disguise of appellee invoking section 1508(3) of our Labour Practices Law? It is very glaring in the instant case that appellee dismissed appellants due to the series of meeting allegedly held by appellants and the memorandum to the American Ambassa-dor, signed by the fourteen dismissed employees, which sought to bring to his attention the alleged glaring injustices being suffered by the employees of appellee.

Further "an employer has a right to dismiss an employee without cause in accordance with chapter 16, section 1508(3), of the Labour Practices Law, so long as the employee is given the required notice or payment in lieu of notice, and such dismissals will automatically be regarded as legal where the employee cannot show that his dismissal was on account of a specific reason that can be construed as an unfair labour practice or a violation of the Labour Practices Law". Also "the right of employees to organize themselves in a union for the purpose of engaging in collective bargaining with their employer cannot be withheld or denied by the employer, and any attempt to deny the employees the exercise of that right would constitute an unfair labour practice." Liberia Labour Law, Tuan Wreh, pages 4 and 151.

The co-appellee management, as far as we can see, not only violated the appellants' constitutional rights to assemble, but also their rights under the Labour Practices Law of Liberia (unfair labor practice), and therefore their dismissal was wrongful.

We therefore hold that the dismissal of the appellants was wrongful and in violation of their constitutional rights to assemble and the Labour Practices Law of Liberia aforementioned in this opinion and are to be reinstated or in lieu of reinstatement compensated in keeping with this Court's opinion in the case *National Port Authority v. Doupu et al,* 34 LLR 665 (1988), syls. 4 & 5: "An employer against who an order has been made regarding the dismissal of an employee has the right of election to reinstate the dismissed employee or pay such compensation as determined by the Labour Court, in accordance with the Labour Practices Law." (Syl 4). "In assessing the amount of compensation to be paid an employee who has been wrongfully dismissed, the Labour Court shall have regard to the reasonable expectation of the employee in the case of a contract for an indefinite duration,

and to the employee length of service; provided that the award shall not be more than the aggregate of two (2) years salary or wages of the employee, computed on the basis of the average rate of salary received six months immediately preceding the dismissal; and provided further that if there is reasonable ground to believe that the dismissal is to avoid the payment of pension, then the award shall be up to but not in excess of the aggregate of five years salary or wages received six months immediately preceding the dismissal." (Syl 5). The appellants were employed between the period August 16, 1990 and July 27, 1998 and are to be re-instated or paid in lieu of reinstatement, as follows: (a) all those that were employed for five (5) years and above are to receive one (1) year or twelve (12) months pay; and (b) those employed below the five (5) year period, six (6) months pay.

Wherefore, and in view of the forgoing, the ruling of the National Labour Court Judge is hereby reversed. The Clerk of this Court is hereby ordered to send a mandate to the court below ordering the judge presiding therein to resume jurisdiction over the case and enforce this judgment. Costs are ruled against the co-appellee. And it is hereby so ordered.

Judgment reversed.