

INDUSTRIAL DISPUTES TRIBUNAL

Dispute No: IDT 17/2019

SETTLEMENT OF DISPUTE

BETWEEN

THE BOARD OF DIRECTORS OF THE MICO UNIVERSITY
COLLEGE

AND

MR. ALEXANDER OKUONGHAE

AWARD

I.D.T. DIVISION

MR. DONALD ROBERTS, CD., J.P.	-	CHAIRMAN
MRS. JACQUELINE IRONS, J.P.	-	MEMBER
MRS. CHELSIE SHELLIE-VERNON	-	MEMBER

MARCH 3 , 2025

DISPUTE NO. IDT 17/2019

INDUSTRIAL DISPUTES TRIBUNAL

AWARDS

IN RESPECT OF

AN INDUSTRIAL DISPUTE

BETWEEN

**THE BOARD OF DIRECTORS OF THE MICO UNIVERSITY COLLEGE
(THE COLLEGE)**

AND

**MR ALEXANDER OKUONGHAE
(AGGRIEVED WORKER)**

REFERENCE

By letter dated May 2, 2019 the Hon. Minister of Labour and Social Security, pursuant to Section 11A (1)(a)(i) of the Labour Relations and Industrial Disputes Act, 1975 ("the Act") referred to the Industrial Disputes Tribunal ("Tribunal") for settlement, the dispute between **Mico University College and Mr. Alexander Okuonghae** with the following Terms of Reference: -

"To determine and settle the dispute between Mico University College on the one hand, and Mr. Alexander Okuonghae on the other hand, over the termination of his employment".

At the first sitting of the Tribunal held on June 25, 2019, the company objected to the Terms of Reference; however, the Terms of Reference was returned to the Tribunal unchanged.



DIVISION

The division of the Tribunal initially selected in accordance with Section 8(2)(c) of the Act to hear the dispute comprised: **Hon. Mrs. Justice Majorie Cole Smith, Chairman; Mrs. Jacqueline Irons, JP and Mrs. Chelsie Shellie-Vernon, Members.**

The College sought declaratory relief from the Court to quash the Minister's referral of the dispute to the Tribunal, but this was refused by way of a judgement handed down by the Court (**See [2023] JMSC Civ. 190**).

The Hon. Mrs Justice Majorie Cole Smith ceased to be a Member of the Tribunal and as a consequence, a new Chairman was selected in accordance with Section 8(2)(c) of the Act to fill the vacancy. The parties were advised that in accordance with section 8(4), the matter would begin *de novo* unless they agreed in writing that they would wish for the matter to continue.

The new panel comprised the following:

Mr. Donald Roberts, CD, JP	-	Chairman
Mrs. Jacqueline Irons, JP	-	Member, Section 8(2)(c)(ii)
Mrs. Chelsie Shellie-Vernon	-	Member. Section 8(2)(c)(iii)

REPRESENTATIVES OF THE PARTIES

Representatives of the **College**:

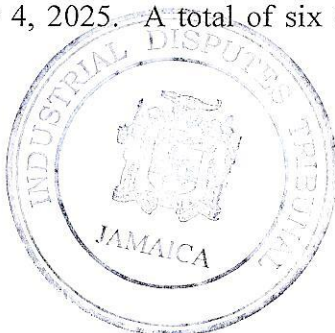
Mr. Matthew Royal	-	Attorney at law
Miss Verona Dawkins	-	Director of Human Resources

Representative of the **aggrieved worker**:

Mr. Alexander Okuonghae	-	self-represented
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SUBMISSIONS AND SITTINGS

Briefs were received from the parties, with the Tribunal holding eight (8) sittings covering the period June 25, 2019 to February 4, 2025. A total of six (6) exhibits were reviewed and oral testimonies were heard.



At the third sitting held on August 5, 2024, Mr. Royal raised objection to the Terms of Reference arguing that the legal name of the College is ‘The Board of Directors of The Mico University College’. The Minister, by way of a letter dated October 3, 2024 amended the Terms of Reference as follows:

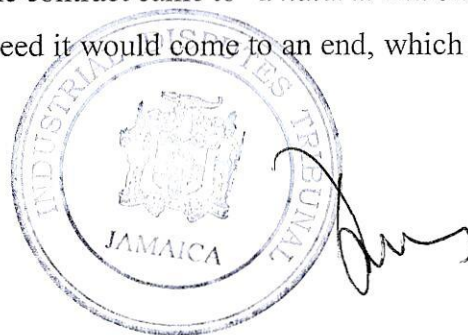
“To determine and settle the dispute between The Board of Directors of The Mico University College on the one hand, and Mr. Alexander Okuonghae on the other hand, over the termination of his employment.”

BACKGROUND TO THE DISPUTE

1. Mr. Alexander Okuonghae (hereinafter referred to as “**the aggrieved worker**”) was employed to The Mico University College (hereinafter referred to as “**the College**”) on January 24, 2011 as a Laboratory Assistant. His initial contract was for three months. On February 26, 2014, Mr. Okuonghae was informed of the extension of his contract, and that his “*temporary employment as a Laboratory Assistant*” would be extended from the period February 1, 2014 to January 31, 2015.
2. Mr. Okuonghae received a further letter on May 26, 2017 from the College advising of the ‘renewal of his contract’, indicating that his “*temporary employment*” has been extended to cover the periods from February 1, 2015 to January 31, 2016; February 1, 2016 to January 31, 2017; and February 1, 2017 to January 31, 2018. He was told that the terms and conditions of his employment would remain the same.
3. On February 6, 2018, Mr. Okuonghae was advised that his contract would not be renewed, and that his last day of work would be February 6, 2018, the date of the letter.

THE COLLEGE’S CASE

4. Counsel averred that the relationship between Mr. Okuonghae and the College began by way of a fixed-term contract for three (3) months to be followed by a series of fixed term contracts which ended on January 31, 2018. He said the contract came to “*a natural end on that date*” as this was the point at which the parties agreed it would come to an end, which meant that there was no termination or dismissal.



5. Miss Verona Dawkins gave testimony on behalf of the College. She said that she has been employed to The Mico University College since 2016, and is currently its Director of Human Resources. Miss Dawkins testified that Mr. Okuonghae commenced his employment with the College on February 1, 2011, for a three-month period ending April 30, 2011. A further extension of his contract was granted by way of a letter dated February 26, 2014 for a period of one (1) year covering the period February 1, 2014 to January 31, 2015. She said that there was a gap between 2015 and 2017 which necessitated the College writing to him on May 26, 2017 retroactively extending the contract to cover the periods February 1, 2015 to January 31, 2016; February 1, 2016 to January 31, 2017 and February 1, 2017 to January 31, 2018.
6. She informed the Tribunal that her research did not reveal any written correspondence to Mr. Okuonghae covering the period of his contract from 2015 to 2017, and although he did not sign the May 26, 2017 letter, he continued to work up until he was advised by letter dated February 6, 2018 that his contract would not be renewed.
7. Mrs. Judith McFarquhar, the Quality Assurance Officer at the College was the second witness. Prior to her appointment as the Quality Assurance Officer, Mrs. McFarquhar was Head of the Department of Natural Sciences and the supervisor of Mr. Okuonghae.
8. Mrs. McFarquhar said that Mr. Okuonghae's overall score in his 2017-2018 Annual Performance Review was unsatisfactory, and that this was based on complaints from lecturers and performance targets set by the management which were not met. She further testified that there was no improvement in his performance based on the targets set out in the May 26, 2017 letter.
9. Mrs. McFarquhar gave evidence that the College has a review process which gives the employee an opportunity to discuss the performance appraisal with his or her supervisor. This opportunity was provided to Mr. Okuonghae, but he did not raise any major objection. She stated that a form was emailed to him on January 26, 2018, with a two weeks' deadline for response to the evaluation, and there is no evidence that he did. She, however, noted that there were "*other matters*" which Mr. Okuonghae appeared to have had with the College.

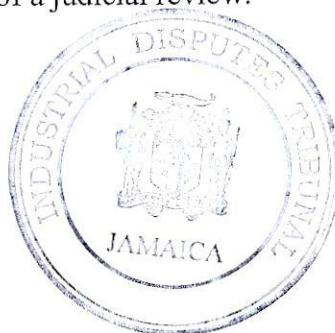


THE AGGRIEVED WORKER'S CASE

10. Mr. Okuonghae testified on his behalf. He informed the Tribunal that he began working with the College on January 24, 2011 and was continuously employed until his termination on February 6, 2018.
11. He argued that the Terms of Reference before the Tribunal was to determine whether his contract of employment was for a fixed term or of an indefinite duration; whether his contract was terminated, and if so, *"the substantive and procedural fairness of his termination."*
12. Mr. Okuonghae admitted that he did not sign the letter of May 26, 2017, retroactively extending his contract because he did not agree with a number of the terms and conditions outlined in the letter.
13. Under cross examination, Mr. Okuonghae confirmed that although he did not sign the letter of May 26, 2017, renewing his contract, he verbally stated his objections to certain clauses contained in it, but did not put it in writing. He informed the Tribunal that he expressed these concerns to the Head of Department, highlighting his disapproval with the performance appraisal report of 2016-2017, and the period of extension as he had a legitimate expectation that he would be offered permanent employment.
14. Mr. Okuonghae said that he has never had to face disciplinary charges during his tenure at the Mico University College before his dismissal in 2018. He has since 2020 been employed at the Morant Bay High School.

ISSUES

15. Before identifying the issues to contend with, it may be important for the Tribunal to look back at the position expressed by Carr, J. on the matter of **The Board of Directors of the Mico University College and the Minister of Labour and Social Security [2023] JMSC Civ. 190**, which was the subject of a judicial review.



16. The College had challenged the Minister's referral of the dispute to the Tribunal, and in its pleadings before the court sought the following declaration by way of a fixed date claim dated December 11, 2023:

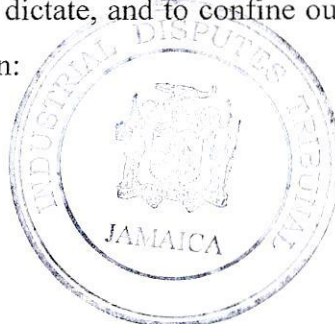
- a. *"... to quash the decision of the defendant [sic] to proceed to hear the alleged industrial dispute between the claimant and its former employee Mr. Alexander Okuonghae".*
- b. *"A declaration that the expiration of a fixed term contract of employment by effluxion of time is not an industrial dispute within the meaning of Section 2 of the Labour Relations and Industrial Disputes Act."*
- c. *"A declaration that any alleged legitimate expectation to the renewal of a fixed term contract of employment is not an Industrial Dispute within the meaning of Section 2 of the Labour Relations and Industrial Disputes Act as such is not justiciable before the Industrial Disputes Tribunal"*
- d. ----

17. It is to be noted that the Industrial Disputes Tribunal was not a party to the claim and that the defendant was the Minister of Labour. The Tribunal had begun hearing the matter.

18. The Learned Judge, in determining whether there was validity to the College's claim that *"...Mr Okuonghae's contract was terminated by effluxion of time and as such there was no termination..."*, opined as follows:

*"Mr. Royal has argued that a termination by effluxion of time is not a "termination" in accordance with the LRIDA. I cannot agree... **I make bold to say that it is for the IDT to determine whether this was in fact a fixed term contract which had expired by effluxion of time or it was a new contract which was informally arranged and would carry over month to month.** Given the evidence I am satisfied that this was a dispute as to termination in keeping with the definition of an industrial dispute in accordance with the LRIDA..." [Tribunal's emphasis]*

19. With the Court's ruling, we are compelled to keep within the proper bounds and legality that both the statute and the common law dictate, and to confine our minds to what we believe are the two (2) issues for consideration:



- a. Whether Mr. Okuonghae, at the time of his dismissal, was operating by way of a fixed term contract or some other contract arrangement
- b. Whether Mr. Okuonghae's termination was fair given all the circumstances.

A. Whether Mr. Okuonghae, at the time of his dismissal, was operating by way of a fixed term contract or some other contract arrangement

20. We begin with reference to section 5(5) of the Employment (Termination and Redundancy Payments) Act (ETRPA) which states that "*an employee shall be taken to be dismissed by his employer –*"

"(a)-----

(b) if under that contract he is employed for a fixed term and that term expires without being renewed under the same contract..."

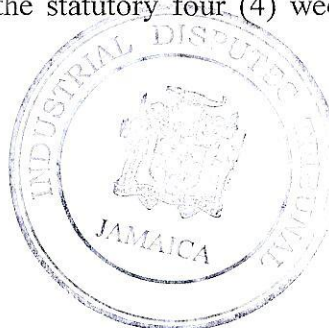
(c) -----

21. However, counsel remained persuasive with his argument that Mr. Okuonghae's fixed term contract expired by the effluxion of time and does not constitute a termination, an argument, which we earlier pointed out, was rejected by the Court. We remain squarely foreclosed by both the literal and ordinary meaning of section 5(5)(b) of the statute and the court's ruling, to consider Mr. Oguonghae's contract as a form of dismissal and therefore subject to further scrutiny.

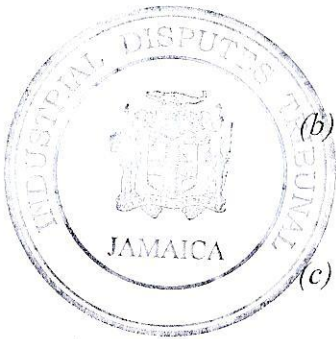
22. In that regard, section 3(5)(b) of the ETRPA, we believe, provides the legal context to explore the nature of Mr. Okuonghae's contract must fulsomely, where it states that –

"(b) if the employment of an employee whose contract of employment is for a fixed term continues for four weeks after the expiration of the term, subsections (1), (2) and (3) shall thereafter apply to the contract as if it were a contract for indefinite period."

23. In the opinion of the Tribunal, the meaning of section 3(5)(b) points us in the direction of a careful examination of the circumstances surrounding the case to determine whether at some time Mr. Okuonghae worked beyond the statutory four (4) weeks after his contract had expiration and before it was renewed.



24. Beyond the provisions of sections 3(5)(b), the law does not provide any expressed intent in dealing with fixed term contracts; for example, no limitation is placed on the number of fixed terms contracts that can be renewed before the contract becomes indefinite, provisions which are expressly stated in the United Kingdom and other jurisdictions.
25. In fact, the International Labour Organisation (ILO), in its Recommendation 1982 (No. 166), encouraged member states, including Jamaica, to provide ***“a legal framework aimed at limiting the abusive recourse to fixed-term contracts...”*** The guidelines set out are -



- (a) *limiting recourse to contracts for a specified period of time to cases in which, owing either to the nature of the work to be effected or to the circumstances under which it is to be effected or to the interests of the worker, the employment relationship cannot be of indeterminate duration;*
- (b) *deeming contracts for a specified period of time, other than in the cases referred to in clause (a) of this subparagraph, to be contracts of employment of indeterminate duration;*
- (c) *deeming contracts for a specified period of time, when renewed on one or more occasions, other than in the cases mentioned in clause (a) of this subparagraph, to be contracts of employment of indeterminate duration"*

26. From a human resource perspective, the Society for Human Resource Management (SHRM)¹, in a 2019 article provides a useful insight on this issue where it noted that –

“In Europe, all member countries are subject to the EU Directive 1999/70/EC of June 1999 which requires the member countries to curtail the abuse of recurring fixed-term employment contracts by passing local laws that introduce one or more of the following measures:

- *Objective reasons justifying the renewal of such contracts or relationships*
- *The maximum total duration of successive fixed-term employment contracts or relationships*
- *The number of renewals of such contracts or relationships.”*

¹ Johan Lubbe (April 2019). Requirements for Fixed-Term Contracts Vary Around the Globe.
<https://www.shrm.org/topics-tools/employment-law-compliance/requirements-fixed-term-contracts-vary-around-globe>

27. Mr. Okuonghae has had a series of unbroken fixed-term contracts between 2011 and 2018 before he was advised by the College that at the expiration of his 2018 contract it would not be renewed. His initial employment contract dated January 24, 2011, offered him employment, (with no reference to his “**temporary**” status as in subsequent letters), for three months as a Laboratory Assistant effective February 1, 2011 to April 30, 2011. Under the “termination” clause, it stated that -

“This contract may be terminated prior to the expiration by notice on either side. The applicable notice period is one month.”

28. There was no evidence to show that Mr. Okuonghae received any form of written communication to cover the period of his employment between May 1, 2011 to January 31, 2014, and therefore no indication as to the likely duration of the contract periods, whether it was on a month-by-month basis, three months’ periods, or a full year.
29. We are aware of the two other written contracts for renewal were issued to Mr. Okuonghae, the first dated February 26, 2014, making reference to his “*temporary employment*” status for the first time. It further stated that his “... *remuneration will not be adjusted for this contract period...*” and that “... *all other terms and conditions of his [your] employment will remain the same.*”

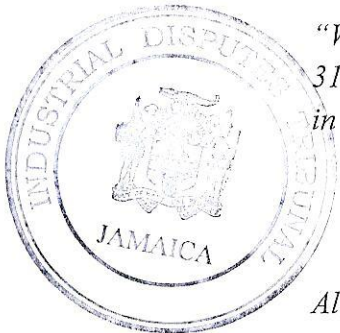
30. The second letter renewing his contract was issued on May 26, 2017. It stated in part –

“We have acknowledged that your last contract expired on 2015 January 31. In light of this, your temporary employment as Laboratory Assistant in the Department of Natural Sciences has been extended for the periods:

- 1. 2015 February 1 to 2016 January 31*
- 2. 2016 February 1 to 2017 January 31*
- 3. 2017 February 1 to 2018 January 31*

All other terms and conditions of your employment will remain the same...”

31. This renewal letter to Mr. Okuonghae, a Laboratory Assistant (and not described as a member of the College’s management team), was not signed by his supervisor or the Director of Human Resources, which would have been the common practice. Instead, it bore the signatures of both the President and Chairman of the Board, and act that can only be seen as highly irregular.

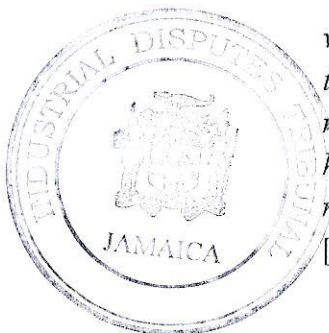


32. Mr. Okuonghae's first employment contract commenced on February 1, 2011 and expired on April 1, 2011, and it should be noted that there was no reference to his employment being 'temporary' or 'probationary' at that time. Subsequently letters of renewal, however, included the word "temporary". The Tribunal is prepared to accept that there was no 'temporary' or 'probationary' status to Mr. Okuonghae's employment arrangement, since it did not specify a probationary period, as the law contemplates, which would entitle the College to terminate the contract without notice during that period. Alternately, it made provision for the contract to be terminated with one month's notice, thereby removing any doubt about its probationary status.
33. At the expiration of the original contract in April 2011, Mr. Okuonghae was allowed to work, uninterrupted, for a period of nearly three (3) years before receiving any formal communication from the College. The applicable provision of the ETRPA specifies that where a worker works four weeks beyond the expiration of his contract - in Mr. Oguonghae's case four weeks after April 2011 - the contract is deemed to be of an indefinite duration. This is, or would be the only relevant period for consideration and not, as counsel would want us to believe, the period ending on January 31, 2018.
34. Having regarding to the foregoing, the Tribunal concludes that Mr. Okuonghae's contract status at the time of his dismissal must be seen as permanent, that is a contract of indefinite duration, and not one for a fixed-term.

B. Whether Mr. Okuonghae's termination was fair given all the circumstances

35. The College is expected to demonstrate to the Tribunal that they had a legitimate and reasonable reason to terminate the employment contract of Mr. Okuonghae. The Halsbury's Laws of England, Fourth Edition, Volume 16, puts it clearly and succinctly where it says –

"In all cases the burden lies upon the employer to show that the dismissal was fair. He must show what was the reason (or, if there is more than one, the principal reason) for the dismissal; and he must also show that it was a reason which the law regards as acceptable; and that in the circumstances, having regard to equity and the substantial merits of the case, he acted reasonably in treating it as a sufficient reason for dismissing the employee."
[page 413].



36. But even where the burden to prove that it was acceptable in law has been met, from the perspective of the Tribunal, there is another hurdle to cross, and that is, was the dismissal fair. The matter of 'fairness' or 'unjustifiability' has been long been put to rest by the Courts.

37. In **Alcoa Minerals of Jamaica and the Industrial Disputes Tribunal [2014] JMSC Civ. 59.**, the dictum of Edwards, J. (as she then was) reinforced the jurisdictional powers of the Tribunal as thus -

The meaning of the word "unjustifiable" in LRIDA was long settled to mean "unfair" rather than "wrongful", "illegal" or "unlawful". So a dismissal could be perfectly legal as in the case of a redundancy where all the employees were properly paid their monetary compensation but may still be unjustifiable in the sense of unfair by virtue of the manner in which it was carried out. Or an employee may be dismissed according to the contractual terms but the manner of the dismissal was such as to be objectively viewed as unjustified or unfair in all the circumstances. Unjustifiable means therefore that it is somehow unjust and not that it is wrongful or unlawful or illegal.

38. We are therefore obliged to examine the case by taking a fully objective view of the circumstances surrounding Mr. Okuonghae's dismissal, and a good starting point would be the letter of February 6, 2018 *apropos* of the non-renewal of his Employment Contract. The contents of the letter are reproduced below:

"We advise that your contract will not be renewed. In keeping with this decision, your last day of work will be 2018 February 6.

Attached is cheque #0105107 in the sum of \$74,560.93 after all deductions, representing:

Outstanding Vacation Leave - \$74617.20

Salary for February 1-6 - \$23095.80

It is the University College's policy that items such as keys, identification, health cards and uniform pieces that bear "The Mico" logo be returned to your Supervisor or Human Resource Department.

We wish you all the best in your future endeavours."

39. A full appreciation of the meaning and purpose of this letter becomes more apparent when juxtaposed against the previous letter of May 26, 2017. In that letter, sent eight months prior,



the conditions under which any further renewal of Mr. Okuonghae's contract were clearly set out. The letter reads as follows:

"We have acknowledged that your last contract expired on 2015 January 31. In light of this, your temporary employment as Laboratory Assistant in the Department of Natural Sciences has been extended for the periods:

- 1. 2015 February 1 to 2016 January 31*
- 2. 2016 February 1 to 2017 January 31*
- 3. 2017 February 1 to 2018 January 31*

All other terms and conditions of your employment will remain the same.

We have taken note of the results of your 2016-17 appraisal and given the seriousness of the issues raised, we advise that you are being given a contract extension to provide an opportunity to correct the weaknesses identified. Below are the objectives for the period 2017 April 5 to 2017 December 20 which were set and communicated to you on 2017 April 12. [Tribunal's emphasis]

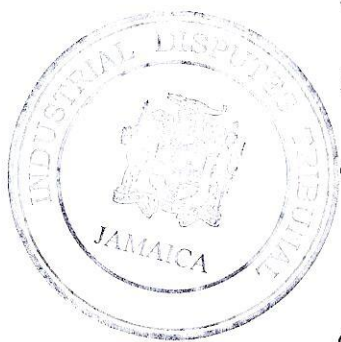
1. You are required to:

- a) Prepare as of 2017 April 5, materials (solutions, specimens, equipment, etc...) as requested for laboratory activities*
- b) Facilitate lecturers in preparing and conducting laboratory activities with their classes as of 2017 April 5*
- c) Be present for laboratory activities to provide assistance to students and lecturers as needed. Where previous requests prevent later request, you are required to facilitate the lecturer(s) whose laboratory session(s) you cannot attend*
- d) Assist lecturers in guiding students to clean and pack away items and see to the packing away of cleaned items, equipment and chemical in the prep rooms as of 2017 April 5*

2. By 2017 June 1, establish a system of reporting and recording breakage of glassware and damage to other items. This system must record the date, course and persons responsible for damage

3. Keeps current a comprehensive inventory of laboratory resources. The following areas will be addressed by the dates indicated:

- a) By 2017 August 30 – all chemicals present in the main preparatory room, often referred to as the Chemistry Prep Room and the estimated amount*
- b) By 2017 September 30 – all bench reagents in the Chemistry Laboratory*
- c) By 2017 October 31 – all equipment in the Biology Laboratory and the adjoining room in the east*
- d) By 2017 December 20 – all equipment in the Physics Prep Room*



Please be reminded that you are required to observe established channels of communication and seek to have matters relating to the Department resolved in the Department. If the resolution is not possible at the Departmental level, progress the issue through the established channels until it is resolved.

Your further employment with the Mico will be dependent on the achievements of the set targets. [Tribunal's emphasis]

We thank you for your service given to The Mico University College and I (sic) look forward to your support.

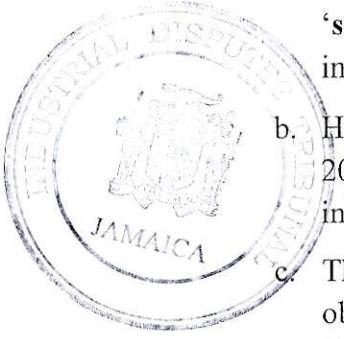
Please sign the copy of this letter indicating your acceptance of the terms and conditions outlined above.

Yours faithfully

Dr Asburn Pinnock
PRESIDENT

Prof. Neville Ying
CHAIRMAN, BOARD OF DIRECTORS"

40. We took careful note of the following:

- 
- a. That the letter incorporated three (3) issues: (i) the formal renewal of his contract for the current period; (ii) it retroactively addressed the gaps between 2015 and 2017, where no formal renewal was evident; and (iii) it raised 'serious concerns' about his 2016-2017 performance nearly four (4) months into the new contract period.
 - b. He was given approximately nine (9) months, from April 5, 2017 to December 20, 2017 to fulfil the objectives listed in the letter. The letter, however, did indicate that the objectives were communicated to him on April 12, 2017.
 - c. That his further employment depended on the achievements of these objectives, but a number of the objectives were to have been met by April 5, 2017, a week before they were communicated to him.
 - d. As mentioned earlier, the highly irregular practice of having a letter regarding renewal of contract and performance, at that level, signed by both the President and Chairman.

41. The annual performance review of Mr. Okuonghae for the period February 2017 to January 2018 was tendered as an exhibit. It was evident at the outset that his performance could not be fairly and reasonably assessed as the objectives set out under 1(a), (b) and (d) of the letter would not have been met based upon the point raised in (c) above.



42. When examined in 'the round' it is the considered view of the Tribunal that the non-renewal of Mr. Okuonghae's contract was based on his "unsatisfactory" performance. And while poor performance is a reasonable ground for termination, the process must be seen to be fair; adequate time for the fulfilment of the objectives must be set; and established best practices in the field of Human Resources and Industrial relations, underpinned by notions of honesty, dialogue, transparency and empathy, must be observed.
43. There is enough evidence suggesting that Mr. Okuonghae had other issues with the College, which may have contributed to his 'unsatisfactory' performance. This was hinted by Mrs McFarquhar in her testimony, and expressed in the 'Evaluator's Comments' in the 2017-2018 Performance Review where she mentioned "... *previous experiences with Mr. Okuonghae's refusal to do work in preparing for labs and the manner of his responses...*", and him citing issues relating to "*hazards of the job*", although his complaint was not formalised. *[Tribunal's emphasis]*.
44. In the circumstances, the issue becomes a matter of conduct for which the College was entitled to proffer charges against Mr. Okuonghae for his 'refusal to carry out his duties'. It is well known that an employee's willful disobedience to the lawful and reasonable instructions of his employer, could conceivably justifies summary dismissal if the conduct, in the opinion of the employer, '**are serious issues**', that goes to the root of the contract of employment.
45. In examining the evidence, identifying the facts and interpreting them, we are entitled to conclude on whether Mr. Okuonghae's dismissal, (as set out in the opinion of Sykes, J. as he then was), "... *accords with notions of justice, fairness and equity...*"². **And we have concluded that it did not.** The provisions of paragraph 22 of the Labour Relations Code was not complied with, and the decision to terminate was reached without conformity with the elementary rules of natural justice.



² National Commercial Bank Jamaica Limited and Industrial Disputes Tribunal and Peter Jennings [2015] JMSC Civ. 105.

SUMMARY

46. In summary, the specific findings of facts based on the evidence before us, have led us to conclude as follows:

- a. Although Mr. Okuonghae was employed under a fixed-term contract, the nature of the contractual arrangement subsisting at the time of his dismissal was for an indefinite duration, when we apply the relevant legal principles, as set out in section 3(5)(b) of the ETRPA, to the facts of the case.
- b. It is clear on the findings that Mr. Okuonghae's dismissal was based on his "unsatisfactory" performance and not, as we must retort courteously, on the "*the effluxion of time.*"
- c. The circumstance of his dismissal points to one of conduct, and the College, in carrying out the termination, failed to observe the provisions of the Labour Relations Code and the cardinal principles of natural justice, thereby making the dismissal unjustifiable.
- d. Mr. Okuonghae admitted to having secured employment in 2020 and therefore would have mitigated his loss.



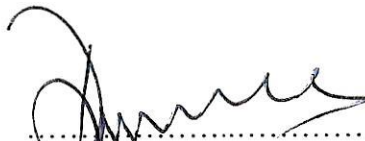
AWARD


47. Accordingly, in exercise of the powers conferred by Section 12(5)(c) of the Act, the Tribunal finds as follows:

- (a) Mr. Alexander Okuonghae was unjustifiably dismissed by his employer, and orders that -
- (b) The Board of Directors at The Mico University College shall pay to Mr. Okuonghae compensation in the manner prescribed below:
 - (i) Two years' salary at the applicable rate for the post of Laboratory Assistant as of 2020;
 - (ii) Four (4) weeks' Notice Pay as per the terms of his Contract; and
 - (iii) Payment for outstanding Vacation Leave for the period 2018 to 2020.

Dated this 8th day of March, 2025





.....
Mr. Donald Roberts, CD, JP
Chairman


.....
Mrs Jacqueline Irons, JP
Member


.....
Mrs Chelsie Shellie-Vernon
Member

Witness:


.....
Miss Tasha Pearce
Acting Secretary of the Division