

IN THE TRADE DISPUTES PANEL

UDF NO. 5, 6, 7, 8, 9, 10, 11&12 / 2014

SOLOMON ISLANDS

BETWEEN: 1. JAPHET RAMO

2. ANETH RAMO

3. STANLEY MANUNU

4. THOMAS PAKI

5. SAMSON WAURA

6. WALTER SUPA

7. MAXLEY RONGOTA

8. HENRY RURA

(Complainants)

AND: HONIARA CITY COUNCIL

(Respondent)

Panel: 1. Natalie Tadiki Kesaka - Chairman

2. Bryan Ulufia - Employer Representative

3. Unice Kiko - Employee Representative

Appearances: Mr. Selson Fafale (Representative)

Respondent: Barred

Date of hearing: 09.02.2018

Finding delivered: 30.04.2018

FINDING

1. The complainants filed their complaint on the 1st of January 2014 alleging unfair dismissal.
2. There are 8 complainants altogether and their matter has been consolidated for the purposes of a full hearing.
3. The complainants are all employed by the Respondent to look after the Honiara Main Market by collecting market fees from market vendors.
4. All 8 complainants allege that they have been unfairly dismissed without any warning or notice on the 28th of November 2013 when they instructed to cease with immediate effect from their duties. They were not allowed to enter the market premises and were not given any explanation as to why they were instructed to stay out their work place that fateful morning.
5. The complainants gave sworn evidence before Panel in a full hearing on the 9th of February 2018. Their order of evidence is as follows;
6. **Complainant 1. Mr Samson WAURA** commenced employment with the Respondent on the 9th of February 2008 as a revenue collector collecting market fees from vendors on a daily basis.
7. He was employed for 5 years, his basic fortnight salary was \$553.00 per fortnight.
8. Prior to his termination on the 28th of November 2013 he was never issued with any warning or notice in relation to his termination.
9. He was only paid \$2000.00 as repatriation payment upon his termination.
10. **Complainant 2. Mr Henry RURA** commenced employment with the Respondent on the 15th of June 2009 as a revenue collector collecting fees from market vendors on a daily basis.
11. He was employed for 4 and ½ years and earns a salary of \$1200 per forth night.
12. Prior to his termination on the 27th of November 2013 he was never issued with any warning or notice in relation to his termination.
13. Complainant claims he has one holiday outstanding and further claims that he was not paid any repatriation at all.
14. He states the allegation against him of theft are not true and have not been proven.
15. **Complainant 3. Mr Thomas PAKI** commenced employment with the Respondent in August of 2009 as the Assistant Market Master. He is responsible for recording the cash collected by revenue collectors from market vendors.
16. He was employed for 5 years and earns a fortnight salary of \$914.88.00.
17. Prior to his termination on the 28th of November 2013 the complainant was never issued any verbal or written warning. Not even served with a notice of termination for that matter.
18. He denies the allegations against him as they were never substantiated however he has one holiday outstanding and also claims that he is entitled to Long Service Benefits under the Respondent's benefits and entitlements. He was only paid \$3000.00.
19. **Complainant 4. Mr Maxley RONGOTA** on the 1st of Apron the 1st of Apron the 1st of Apron the 1st of Apron the 1st of April commenced employment with the Respondent on the

25th of January 2011 as a revenue collector collecting revenue from market vendors on a daily basis.

20. He was employed for at least 2 years and earns a forth night salary of \$1400.00.

21. Prior to his termination he was never given any warning or notice in relation to his employment.

22. He has one holiday due to him. He was not paid any monies at all.

23. **Complainant 5. Mr Japheth RAMO** commenced employment with the Respondent on the 12th of July 2008 as a revenue collector collecting market fees from market vendors on a daily basis.

24. He earns a fortnightly salary of \$553.00.

25. Prior to his termination he was never at any time during his 5 years of employment issued with a warning in relation to work or a notice for that matter for his termination.

26. His states that his termination is not fair and wants to be compensated for it as he was only paid \$3000.00.

27. **Complainant 6. Annett RAMO** commenced employment with the Respondent on the 13th of January 2009 to the 27th of November 2013 as a revenue collector collecting market fees from market vendors on a daily basis.

28. She was employed by the Respondent for 4 years and earns a fortnight salary of \$553.00.

29. Prior to her termination the complainant was never given any warning or notice in relation to the termination.

30. She was only paid \$2000.00 for her sea fare but she has one holiday due.

31. She claims that she is unfairly dismissed and wants compensation for her unfair termination.

32. **Complainant 7. Mr Walter SUPA** commenced employment with the Respondent on the 28th of July 2008 as a revenue collector collecting market fees from market vendors on a daily basis.

33. She was employed by the Respondent for 5 years earning a forth night salary of \$553.00.

34. Prior to her termination on the 27th of November 2013 she was never issued with any warning or notice for that matter.

35. The complainant was paid \$3000.00 upon termination and but had one holiday due which was not paid for.

36. **Complainant 8 Mr Stanley MANUNU** commenced employment with the Respondent on the 1st of April 1997 as a rubbish collector, than in 1999 as a security officer and in 2005 as a revenue collector collecting market fees from market vendors on daily basis.

37. At the time of his termination the complainant was earning a salary of \$1200.00 per fort night.

38. He further stated that during the tenure of employment with the Respondent he was never issued any warning or a notice for that matter regarding his termination.

39. He was paid a sum of \$16,000.00 upon his termination for the long service he rendered to the Respondent which included his sea fare.

40. He claims that his termination was unfair because he was not warned or given a notice prior. He claims compensation therefore.

THE LAW

41. In unfair dismissal cases, the guiding principles in determining whether a dismissal is fair or not if found in section 4 of the Unfair Dismissal Act, Cap 77 states:

4. (1) An employee who is dismissed is not unfairly dismissed if-

(a) he is dismissed for a substantial reason of a kind such as to justify the dismissal of an employee holding his position; and

(b) in all the circumstances, the employer acted reasonably in treating that reason as sufficient for dismissing the employee.

RELEVANT FACTS

42. Was the reason for dismissing the complainant's substantial and of the kind justifying dismissal of an employee holding the complainants position?

43. Having heard the sworn evidence of all the complainants and having observed their demeanour in the witness box the Panel is not hesitant to accept the complaint's evidence as truthful reliable.

44. The Panel finds that there was no prior warning to any one of the complainants during the course of their employment with the Respondent.

45. The Panel finds that there was no notice issued to any of the complainants prior to their termination.

46. The Panel finds that some of them have served the Respondent for many years and they deserve to be treated fairly and be accorded what is due to them for their service rendered.

47. The Panel finds the complainant's were abruptly ordered out of their work place on the 27th of November 2013 and were instructed to stay out.

48. The Panel further finds that there was no substantial reason for an abrupt lock out of the employees. They could have been easily warned or issued with notices prior to the termination.

49. The Panel finds on this grounds that the complainants were unfairly dismissed.

AWARD

50. The Panel therefore considers the following amounts as fair and reasonable compensation;

Mr Samson WAURA

A. One month in lieu of Notice		- \$1,106.00
B. Loss of Employment	(5 x \$1106.00)	- \$5,530.00
TOTAL		- \$6,636.00

Mr Henry RURA

A. One month in lieu of Notice		- \$2,400.00
B. Loss of Employment	(3 x \$2400.00)	- \$7,200.00
TOTAL		- \$9,600.00

Mr Thomas PAKI

A. One month in lieu of Notice		- \$1,830.00
B. Loss of Employment	(3 x \$1830.00)-	- \$5,490.00
TOTAL		- \$7,320.00

Mr. Maxley RONGOTA

A. One month in lieu of Notice		- \$2,800.00
B. Loss of Employment	(2 x \$2800.00)-	- \$ 5,600.00
TOTAL		- \$8,400.00

Mr. Japheth RAMO

A. One month in lieu of Notice		- \$1103.00
B. Loss of Employment	(5 x \$1103.00)	- \$5515.00
TOTAL		- \$6618.00

Mrs. Annett RAMO

A. One month in lieu of Notice		- \$1103.00
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B. Loss of Employment	(5 x \$1103.00)	- \$5515.00
TOTAL		- \$6618.00

Mrs. Walter SUPA

A. One month in lieu of Notice		- \$1103.00
B. Loss of Employment	(5 x \$1103.00)	- \$5515.00
TOTAL		- \$6618.00

Mrs. Stanley MANUNU

A. One month in lieu of Notice		- \$2400.00
B. Loss of Employment	(5 x \$1200.00)	- \$6000.00
TOTAL		- \$8400.00

TOTAL	- \$60,210.00
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ORDER

51. The Respondent is to pay the sum of **\$ 60,210.00** as compensation to the complainants as calculated above for their wrongful dismissal within 14 days.

52. The Respondent is to pay **\$2000.00** towards Panel costs within 12 days.

APPEAL

53. Right of Appeal to the High Court within 14 days.

BY THE PANEL



CHAIRMAN

