

IN THE HONORABLE SUPREME COURT OF THE REPUBLIC OF LIBERIA  
SITTING IN ITS OCTOBER TERM, A.D. 2024

BEFORE HER HONOR: SIE- A-NYENE G. YUOH.....CHIEF JUSTICE  
BEFORE HER HONOR: JAMESETTA H. WOLOKOLIE.....ASSOCIATE JUSTICE  
BEFORE HIS HONOR : YUSSIF D. KABA.....ASSOCIATE JUSTICE  
BEFORE HIS HONOR : YAMEI QUIQUI GBEISAY, SR.....ASSOCIATE JUSTICE  
BEFORE HER HONOR : CEATNEH D. CLINTON JOHNSON.....ASSOCIATE JUSTICE

The Management of Global Bank Liberia )  
Limited, of the City of Monrovia, Liberia )  
.....Appellant )

Versus )

**APPEAL**

Madam Beatrice N. Dennis and Nathaniel )  
S. Dickerson, Director/Hearing Officer, )  
Division of Labor Standards, Ministry of Labor )  
all of the City of Monrovia, Montserrado County )  
Republic of Liberia.....Appellees )

GROWING OUT OF THE CASE: )

The Management of Global Bank Liberia )  
Limited, of the City of Monrovia, Liberia )  
.....Petitioner )

Versus )

**PETITION FOR  
JUDICIAL REVIEW**

Madam Beatrice N. Dennis and Nathaniel )  
S. Dickerson, Director/Hearing Officer, )  
Division of Labor Standards, Ministry of Labor )  
all of the City of Monrovia, Montserrado County )  
Republic of Liberia.....Respondents )

GROWING OUT OF THE CASE: )

Madam Beatrice N. Dennis, of the )  
City of Monrovia, Montserrado County, Republic )  
Liberia.....Complainant )

Versus )

**UNFAIR LABOR  
PRACTICE**

The Management of Global Bank Liberia )  
Limited, of the City of Monrovia, Montserrado )  
County, Liberia.....Defendant )

Heard: July 3, 2024

Delivered: December 19, 2024

MADAM JUSTICE WOLOKOLIE DELIVERED THE OPINION OF THE COURT

The records from the case file reveal that the appellee Beatrice N. Dennis filed a letter of complaint to the Ministry of Labor, stating, inter alia, that she has been in the employ of the appellant, Global

Bank Liberia, Ltd. from December 1, 2004, to May 28, 2013, constituting eight years and five months of continuous service; that during this period she held several positions to include, Chief of Personnel, Head of Human Resources and Administration, Head of Corporate Resources, and Acting Managing Director/CEO. The appellee further stated that having reached age 64, she wrote to the Board of Directors of the appellant's Bank, on May 8, 2013, requesting for her retirement to take effect on May 24, 2013, and through the self-same communication, she requested for her retirement package and the outstanding amount that the appellant Bank did not pay her while she served as Acting Managing Director/CEO. She noted that the salary for said position was United States Dollars Four-Thousand Three-hundred and Ten (US\$4,310.00), the appellant Bank continued to pay her United States Dollars Two-Thousand Nine-Hundred and Seventy (US\$2,970.00) monthly, the salary for the position she held as Head of Corporate Resources before being asked to concomitantly hold on the position as Acting Managing Director /CEO of the appellant Bank; that the Board of the appellant Bank approved the request for the retirement package and instructed the Management of the Bank to pay her consistent with her request, but this was not done by the Management, although she stated that two of her colleagues who had reached their retirement age and were also asked to further hold on were compensated upon leaving the Bank.

Consistent with the administrative process of disposition of labor complaints, the matter was forwarded to the Labor Standards division for investigation.

During the investigative hearing, appellee Dennis took the witness stand and narrated that her employment officially should have ended December of 2009, when she attained the retirement age of sixty (60) years, but when she requested the appellant/Management's Board for her retirement, the Board approved same, however it requested her to stay on and work for five more years until she attained the age of sixty-five years. It was while serving the additional five years in her position as Head of Corporate Resources, the appellee explained that when the Managing Director/CEO left the appellant Bank, on May of 2012, she was asked to also serve as the Acting Managing Director/CEO and she served in that capacity up to April 25, 2013, constituting eleven months.

The appellee explained that she requested for unpaid salary for the period she served as Acting MD/CEO as the difference of the Managing Director salary of US\$4,310.00 (Four Thousand Three Hundred and Ten United States Dollars) was not paid to her during the time that she served in the position; that the Chairman of the Board requested the Chairperson for the employees committee to investigate the matter and the chairperson of the committee went to her house and told her that all the calculations had been done and she would get her pay. After a couple of days, the committee chairperson told the appellee that the current MD said he would not pay the difference in salary as she had received scratch cards and gasoline while she served as MD/CEO. She told the appellee

that those were benefits and not salary. The appellee then decided to take her complaint to the Ministry of Labor for redress and sought the intervention of her lawyers who commenced this legal process seeking payment for the total demand of United States Dollars Fifty-Two Thousand Six-Hundred and Seventy (US\$52,670), constituting both her retirement package of United States Thirty Seven Thousand Eight Hundred and Ninety- Six Dollars and Fifty Cents (US\$37,896.50) and unpaid wages in the amount of Fourteen Thousand Seven Hundred and Forty (US\$14,740.00).

On cross-examination, the appellee was asked as to whether it was out of complacency that she did not pursue her salary payment when she was serving as Acting Managing Director and when she had the authority to do same. She answered that the authority to approve salary structure was not vested in her, but rather, it was the Head Office that had the authority to decide salary, and that the matter of her salary vis-à-vis her position as Acting MD/CEO was brought to the attention of the newly appointed MD/CEO in a board meeting who informed her that her increment would commence after ninety days, as he had just taken over.

The appellee rested with her testimony and the appellant Bank brought forth its single witness, Attorney Garrison Barh, to testify on the appellant's behalf. He stated that the appellee, prior to assuming the role as Acting Managing Director/CEO, was informed through a written communication by the appellant's Human Resources Manager that her change of position would not impact her salary, which, according to witness Barh, was accepted by the appellee, and she commenced the job and served in that role for eleven months. Witness Barh further testified that the appellant's request for retirement/pension was not granted, given that she had not completed the statutorily required fifteen years tenure for retirement as she had only served the Bank for eight years; that her benefits and remunerations were calculated and presented to her after settlement of her outstanding indebtedness to the Bank. Thereafter, appellee Dennis wrote a letter to the appellant's Board accusing the then current MD/CEO of theft and obstruction of her pension benefits.

The appellant Bank having abandoned the case after the testimony of its lone witness, the Hearing Officer proceeded with the investigation, granting a default judgment, and adjudged the appellant Bank liable to the appellee for unfair labor practices, ordering the appellant Bank to pay the appellee the amount of United States Dollars Fifty-Three Thousand Four-Hundred and Ninety-Two Dollars Nine Cents (US\$53,492.09), representing: retirement package of US\$37,867.50 ( US\$2,970.00 x 1.5 x 8.5 months); unpaid Salary for the period she served as Managing Director/CEO in the amount of US\$14,740.00 calculated as follows: ( US\$4,310 – US\$2,970 = US\$1,340 x 11 months), and her unearned leave of US\$855.59.

The appellant Bank being dissatisfied with the ruling of the Hearing Officer, filed a petition for judicial review before the National Labor Court, on June 11, 2015.

The appellant Bank in its petition for judicial review, contended that the Hearing Officer erroneously ruled adjudging the Bank liable to the appellee Dennis when in fact the Bank's approval of her retirement was based upon a request from her, which it termed as a voluntary termination of her own employment; that she was ineligible for retirement pension as she had not been employed for fifteen (15) or more years before reaching sixty years as required by the labor law; that the appellee was erroneously granted default judgment; and that there was no evidence to substantiate the appellee's testimony that two similarly situated employees were retired and given retirement pension/compensation by the Bank.

Countering the issues assigned as errors in the petition for judicial review, the appellee Dennis contended that the appellant Bank did not except to the Labor Judge's ruling nor announced an appeal from said final ruling; that in fact, the appellant failed and neglected to transcribe the records of the investigation of the Ministry of Labor to the National Labor Court as required by Civil Procedure Law, Rev. Code 1:52.2, as well as Section 203 of the Labor Practices Law of Liberia (1961); that further, the appellant Bank is barred from raising new issues not raised during the investigative hearing; that the appellant Bank waived its right to retire her without a payment obligation when she attained age sixty (60) and was requested to stay on; and that appellant had paid retirement to two employees who were similarly asked to stay on in the appellant's employ after they had attained the retirement age of sixty (60); and lastly, the appellant Bank board's decision to approve retirement pay for the appellee was not complied with.

After reviewing the records and hearing arguments pro et con, the Judge of the National Labor Court ruled that where the appellant Bank Board of Directors instructs its Management to perform an act, the Management is obliged to do so; that the failure of the Management to adhere to the instructions of the Board requiring the appellant to pay retirement benefit to the appellee was not only a violation of the Associations Law and therefore illegal, but was contrary to the universal practice of corporate governance and management.

On the issue of retirement benefit, the Labor Court Judge held that where the appellant Bank did not retire the appellee at the statutory age of sixty years when it had no obligation to pay retirement benefit but requested and allowed her to continue in its employ for years beyond the statutory requirement age, this waives the right of the appellant Bank to retire the appellee without retirement benefit.

Regarding the appellee's compensation, the Labor Judge held that the appellee having served concomitantly as Head of Corporate Resources and as Acting Managing Director/CEO, Article 18

of the Liberia Constitution (1986) on equal pay for equal work governs even when acting in a position; that the appellee was not paid salary commensurate with the salary of the previous Managing Director/CEO and the disparity in the salary of two persons holding the same position runs contrary to the constitutional provision of “equal work for equal pay”. She stated further that the appellee having served almost a year as the Acting CEO without appellant paying her salary for said position, same was unfair and was purposely intended to exploit the appellee of her knowledge and skills.

In her review of the total amount of US\$53,492 .09 awarded by the Hearing Officer of the Ministry of Labor, the National Labor Court Judge affirmed the Hearing Officer’s award of US\$37,896.50 for the appellee’s retirement package, stating that it was consistent with the severance payment of one and half months for the eight and half years that the appellee had worked with the appellant; that in determining the unpaid salary, the Judge held that the Hearing officer correctly awarded the difference in the salary the appellee received as Head of Corporate Resources and the salary she should have received while serving as Acting Managing Director/CEO for eleven months; however, the Judge held that consistent with 1500-A of the Labor Law, an employee serving in an acting capacity must serve for at most three months, which period should be used to (1) ascertain and evaluate whether the person has the skills, competence and capability to be employed for the position, or (2) find a suitable person to occupy the position. She therefore modified the amount awarded by the Hearing Officer, deducting the difference of US\$ 4,020 (United States Dollars Four Thousand Twenty Dollars and awarded a total of US\$10,740.00 for eight months; and that as to the Hearing Officer’s award of US\$855.59 for notice, the Judge disallowed same stating that the appellee required no notice period because it was the appellee that requested for early retirement.

The National Labor Court Judge therefore affirmed the awards made by the Hearing Officer but with modification that the appellee be paid a total of US\$48,616.50.

It is from the ruling of the judge of the National Labor Court adjudging the appellant Bank liable to appellee in the amount of US\$48,616.50 that the appellant Bank has appealed to this Court.

The appellant Bank stated in its bill of exceptions that the Labor Court Judge erred when she ruled that the appellee was entitled to pension, and that there is no law to the effect that the appellee was entitled to the difference in salary for serving in an acting position; that the law was inadvertently applied when the Labor Judge held that consistent with 1500-A of the Labor Law (1961) an employee serving in an acting position must serve for at most three months, as this section of the Labor Law refers to probation and not one serving in an acting capacity; that the Labor Court Judge also committed a reversible error when she ignored the fact that it is the Manager or General Manager that is chosen to administer the affairs of a corporation and not the Board of Directors as

stated in the Judge's ruling; that it was error to have used the severance payment calculation to compute the retirement package when it was the appellee who had voluntarily terminated her employment by resigning, and if giving that the board had instructed the management to give the appellee a retirement package, determination of the package was solely at the discretion of the board and not the arbitrary and unlawful calculation as done in this case; that obligation to pay retirement pension is for the National Social Security and Welfare Corporation Act and not the appellant-Bank ; that the appellant Bank having made more than eight years and five months contribution to the national pension scheme on behalf of the appellee, the appellant is not obliged under the law to pay retirement pension but the appellee should look to social security for her retirement pay.

From the facts, arguments, testimonies, and documentary evidence adduced at trial, the issues which this Court consider germane to the disposition of this case are:

1. Whether the appellee who upon her retirement was asked by the appellant Bank to stay on in her position as head of Corporate Resources and later requested to concomitantly stay on as Acting MD/CEO of the appellant Bank was entitled to the difference in salary while she served as Acting MD/CEO?
2. Whether under the facts and circumstances the appellee is entitled to retirement package?

As to issue of whether the appellee is entitled to the difference of the salary of the two positions that she served in for eleven months, we revert to the records.

We quote the appellant Bank's letter to the appellee appointing her as Acting MD/CEO, as follows:

"May 22, 2012

Mrs. Beatrice Dennis  
Global Bank Liberia Limited  
5<sup>th</sup> Street Sinkor, Monrovia, Liberia

Dear Beatrice,

Appointment as Acting MD/CEO of Global Bank Liberia Limited

Consequent upon the planned exit of MD/CEO of Global Bank Liberia Limited, Uzoma Okoro, the executive management of Keystone Bank Limited (your Parent Bank) has appointed you as the Acting MD/CEO of our subsidiary, Global Bank Liberia Limited effectively June 1, 2012 pending appointment of substantive MD/CEO.

You are expected to ensure that the vision, mission, and core values of the Group are upheld at all times. Even though the appointment is in acting capacity, you must focus on bringing significantly more business to the Bank, while maintaining good corporate governance.

Best regards.

Yours faithfully,  
Keystone Bank Limited

Oti Ikomi  
Managing Director/CEO”

Attorney Garrison Barh, the lone witness of appellant Bank, testified that prior to assuming the role as Acting Managing Director/CEO, the appellee was informed through a written communication by the appellant’s Human Resources Manager that her change of position would not impact her salary, which, according to witness Barh, this was accepted by the appellee, and she commenced the job and served in that role for eleven months. Except for his lone testimony, we see no such letter in the records or the minutes of the Board of Directors corroborating this assertion made by the appellant’s witness.

Article 18 of the Liberian Constitution grants every worker the right to equal pay for equal work. This Court says that this constitutional provision serves as a guiding principle for all employment vis-à-vis compensation for work done by similarly situated persons. In the mind of this Court, it must be observed scrupulously to protect, dignify and incentivize the sanctity of labor. It would be unreasonable to expect an employee to perform the job of a superior over a protracted period without being compensated for the position. This Court has always frowned on unjust enrichment in any contractual undertaking. To have benefitted from the labor, time and expertise of co-appellee, but yet, denied her of just compensation as per her role and time served, in the mind of this court, constitutes an unjust enrichment. (*Bailey v. Sancea*, 22 LLR 59, 66 [1973])

It is truism to note that the position of Managing Director/CEO carries more burdens in terms of duties and responsibilities, like is stated in the board’s letter to her, she was expected to ensure that the vision, mission, and core values of the Bank was upheld at all times, and that even though the appointment was in an acting capacity, she was to focus on bringing significantly more business to the Bank, while maintaining good corporate governance.

The appellant Bank has urged upon us that the appellee accepted the position with the caveat that the salary would not be affected. We hold that this purported employer-employee arrangement does not trump Article 18 of the Liberian Constitution mandating “Equal work for equal pay”. Article 18 of the Constitution is quoted, below:

“All Liberian citizen shall have equal opportunity for work and employment regardless of sex, creed, religion, ethnic background, place of origin or political affiliation, and all shall be entitled to equal pay for equal work.”

Why was appellee given benefits in scratch cards and gasoline while serving as acting MD/CEO but when it came to the difference in salary, she was denied? In the first place, was this not her entitlement as Acting MD/CEO to receive scratch cards and gasoline as well as the difference of salary? How can scratch cards and gasoline benefits given to the appellee be considered as pay for work?

The subject acting position of Managing Director/CEO being a separate and distinct job from her position of Head of Corporate Resources, the Labor Judge held that the appellant Bank is estopped from denying a benefit it has received from co-appellee's labor as well as years of experience that culminated into the service the co-appellee provided the appellant Bank during the eleven months when she served as acting MD/CEO. The appellant bank is therefore obligated to pay the co-appellee the total amount of salary difference for the eleven months worked.

The National Labor Judge modified the Hearing Officer award from US\$14,740, stating that the appellee having served in an acting position it should have been for only three months without pay. She modified the amount awarded by the Hearing Officer, awarding payment for eight months instead of the eleven months as awarded by the Hearing Officer, therefore she amended the Hearing Officer's award, awarding the appellee to a total of US\$10,740.00 for the time the appellee served as Acting CEO for eight (8) months.

We see that the Labor Court Judge cited 1500 A of the Labor Practices Law (1961) as her legal reliance for amending the award that the Hearing Officer gave as the difference in salary for the eleven months the appellee served as CEO.

We must make it clear that the period of three months for probation as set forth in Part IV, Section 1500 – A and quoted below, does not apply to the case before us. The specific provision reads, thus:

“Subject to the provisions of subsection 2 of section 1508, probational period for all workers shall not be less than one month nor more than three months.”

We find no evidence from the certified records that the appellant Bank required, as a matter of internal policy, that acting positions are subject to additional period of probation and that even if same existed, this Court says that compensation during that period of probation shall still inure to the benefit of the employee, in this case, the appellee. Nowhere does the above stated provision in our labor practices law requires that an employee when serving during probationary period to ascertain his/her suitability and fitness for the job is not entitled to remunerations. Therefore, this Court holds that the co-appellee is entitled to the total difference of salary for the eleven months that she served as acting MD/CEO. Hence, we therefore modify the award of the National Labor Court Judge to reflect the previous award as given by the Hearing Officer of the Ministry of Labor,

same being, United States Fourteen Thousand Seven-Hundred and Forty (US\$14,740) as unpaid difference in salary.

As to the second issue, the appellee's claim to retirement package, we must ascertain this from the various communication approving her stay on, the minutes of the Board's meeting authorizing such stay on, the appellant Bank's internal policy, as well as, past conduct by management in which it approved stay-on of other employees and later paid retirement package. A favorable finding in our inquiry must be ascertain from the certified records brought before us to be convinced that the appellee was entitled to a retirement package.

We see that on May 8, 2013, the appellee, after serving three years and five months subsequent to the appellant's request asking her to stay on for an additional five years, she wrote the appellant the following:

"May 8, 2013

Prof. Willie Belleh, Jr.  
Chairman  
Board of Directors  
Global Bank Liberia Limited  
Monrovia, Liberia

Dear Chairman Belleh,

Re: Request For Retirement

Having worked for Global Bank Liberia Limited for over eight (8) years, I hereby submit my request for retirement from active service of the Bank effective May 24, 2013, on which date I become 64 (sixty-four) years old.

I extend my thanks and appreciation to the shareholders and the Board of Directors of Global Bank for affording me the opportunity to serve the Bank.

Best regards,

Very truly yours,

Beatrice N. Dennis (Mrs.)"

Having left the Bank, the appellee, on August 7, 2013, received a letter from Madam Justina D. Fofana, Head of Human Capital Manager of the appellant bank, and it reads:

"July 5, 2013

Mrs. Beatrice N. Dennis  
ELWA Paynesville  
Monrovia, Liberia

Dear Mrs. Dennis,

The Board of Directors of Global Bank Liberia Limited has informed management about their acceptance of your retirement request and has instructed management to prepare your retirement entitlement package.

In view of the above, the Management of Global Bank extends sincere thanks and appreciation to you for your services rendered the Bank over the years.

However, in keeping with the Liberian Labor Law Chapter 26, Section 2501 which states that, "An employee within the application of this Chapter is entitled to receive from his employer retirement pension on retirement from an undertaking at the age of 60 and if such employee has completed at least fifteen years of continuous service in such undertaking...", Management regrets to inform you that you are not entitled to retirement pension as your tenure of service with the Bank did not reach fifteen (15) years prior to retirement.

Kindly be informed that your total indebtedness to the Bank as at June 30, 2013 is US\$6,605.42 (Six-thousand Six Hundred and Forty-Two Cents), being unearned leave pay of US\$855.59 (Eight Hundred Fifty-five Dollars and Fifty-Nine Cents) and outstanding loan balance of US\$5,749.83 (Five-thousand Seven Hundred Forty-Nine Dollars and Eighty-Three Cents).

Please complete the exit interview form and handover to the Managing Director/CEO.

Yours faithfully,

For: Global Bank Liberia Limited

Jestina D. Fofana  
Head, Human Capital Management

Philips Dlujobi  
Managing Director/CEO"

The appellee on August 7, 2023 responded to Madam Jestina D. Fofana's letter as follows:

"August 7, 2013

Mrs. Jestina D. Fofana  
Head, Human Capital Management  
Global Bank Liberia Limited  
5<sup>th</sup> Street, Sinkor  
Tubman Boulevard  
Monrovia, Liberia

Dear Mrs. Fonafa:

**Retirement Package**

This is to acknowledge receipt of your letter dated July 5, 2013, which was received on July 13, 2013, informing me about the Board's acceptance of my retirement request and that

the Board has instructed the Bank's Management to prepare my retirement entitlement package.

I also note Management's regret that I am not entitled to retirement pension in keeping with Liberian Labor Law Chapter 26, Section 2501, as my tenure of service with the bank did not reach fifteen (15) years prior to retirement. I am cognizant of the fact that the tenure of service with the Bank did not reach fifteen (15) years prior to retirement, and the Board of Directors is also fully aware of this fact. However, in recognition of my invaluable services with the Bank, the Board has directed Management to ensure that I be honorably retired with a retirement package and not retirement pension as you have indicated in your letter.

In keeping with the Board's directive, I hereby request the Management of Global Bank to pay me my retirement package of eight (8) months salary for eight years of continuous service with the Bank as Head, Corporate Resources, Acting Managing Director/Chief Executive Officer, Executive Director for Human Resource and Administration Groups.

In case you are not aware, please be informed that the Board of Directors approved the retirement of Mr. John Okyne in 2009 at the age of 67 and Management paid him five months salary for the period that he served the Bank, 2005 to 2009. Also in 2009, the Board approved that Mr. Joseph Mambu, then age 63 and Beatrice Dennis, then aged 60, to continue to work for the Bank up to age 65 since they still had the energy to do so. Due to the pressure of the job at the time, I decided to request for early retirement at age 64 instead of age 65 because the pressure has affected my eye sight.

Management will not set precedence by paying my retirement package because this was approved by the Board in 2009 for an employee of the Bank and the Board has also approved the payment of the retirement package also for me in 2013. This also does not violate Section 2501 since I have attained 60 years and it was upon the Board's approval in 2009 that I continue to serve the Bank beyond this age.

#### Recovery of Unpaid Wages:

I wish to inform you that I was appointed Acting Managing Director/CEO of Global Bank Liberia Limited on June 1, 2012 and I served in said capacity up to April 25, 2013.

In view of my service to the Bank in the position of Acting Managing Director//CEO for more than three (3) months, I herewith request Management to pay me the fifty percent (50%) of the wages for the position of the position of Managing Director/CEO for the period September 1, 2012 to April 25, 2013, since a substantive Managing Director/CEO was not appointed within three (3) months and I continue to serve in this capacity until April 25,

2013, the date of the Central Bank's endorsement of the substantive Managing Director/CEO.

Thank you.

Very truly yours,

Beatrice N. Dennis (Mrs.)”

The National Labor Court Judge in her ruling held that the respondent/complainant requested petitioner/management for retirement package; that retirement package is usually a golden handshake given to an employee by employers based on company policy, and that most times to employees, who for reasons, are not entitled to the statutory pension. The court further noted that it is different from retirement pension which is a fixed sum payable monthly by an employer to an employee who meets the requirement for pension stipulated by Section 2501 of the labor law.

We must agree with the appellee that her contention is not about retirement as she was not eligible for retirement pension as per the labor law but her claim is about a retirement package. For the former, retirement pension under the Labor Practices Law (1961), was a standardized and legally mandated entitlement or benefit that was due an employee upon retirement. This included benefits such as monthly financial compensation, providence fund (Banks), or social security. It attaches when an employee meets all the statutory prerequisites – that is, number of years of service (fifteen years or twenty-five years of continuous service). We shall now quote the specific provision of the Liberian Law Practices Law (1961) on retirement pension stated in Section 2501, below:

”An employee within the application of this Chapter is entitled to receive from his employer retirement pension on retirement from an undertaking at the age of 60 and if such an employee has completed at least fifteen years of continuous service, or he may retire at any age after he has completed twenty-five years of continuous service in such undertaking.”

For an employee to benefit from a retirement pension benefit, the employee only needs to show that he/she meets the conditions set by the Labor Law of Liberia. The instant case presents the contrary, that the appellee, though having reached the retirement age of sixty, she did not serve the appellant Bank for fifteen or twenty-five years continuously and therefore was ineligible for retirement pension benefit.

Conversely, retirement package is surplus incentive for work that is beyond the standard retirement pension benefits. It may include bonuses like retirement “handshake” depending on the nature of the employment and may vary significantly from one employer to another and may be offered as part of some agreement or as a goodwill gesture. Therefore, a claim that an employee is entitled to

retirement package must be proven by evidence so preponderate to convince this Court as to what was specifically promised and approved.

The appellant Bank has rejected the appellee's claim for retirement package and has denied that it ever gave retirement package to Mr. John Okyne and Mr. Joseph Mambu as indicated by appellee. Be as it may, the letter from the appellant bank under the signature of Madam Fofana, dated July 5, 2013, states that the appellant Bank's Board approved the request for retirement with an instruction to management to prepare the appellee's retirement entitlement package. The corporate management of the appellant Bank refused and neglected to comply with the Board's decision and stated as reason that it is the Manager or General Manager that is chosen or appointed to manage, direct, or administer the affairs of a corporation or company and not the Board of Directors.

The national Labor Court Judge on the other hand ruled that Section 6.1 of Part I, Business Corporations Act of the Associations Law, confers on the Board of Directors of Liberian corporations full powers and authority to manage the affairs of a corporation, including the authority to direct actions of corporate officers, except provided otherwise by the Article of Incorporation and/or by laws of the corporation; and that the decision of the Managing Director/Chief Executive Officer failing and refusing to carry out the instructions of the Board of Directors which required him to pay retirement benefit to the respondent/complainant is not only a violation of the Association Law and illegal, but it is contrary to universally held practice of corporate governance and management.

We find that the July 5, 2013 letter by Madam Fofana validated the appellee's claim ~~of the appellee~~ that the appellant Board had approved her retirement package, and we agree with the National Labor Court Judge that in a corporation, the ultimate authority for approving major decisions lies in the Board of Directors. Section 6.1 of Part I of the Associations Law (Management of Business of Corporation) states: "Subject to limitations of the articles of incorporation and of this Act as to action which shall be authorized or approved by the shareholders, all corporate powers shall be exercised by or under authority of, and the business and affairs of every corporation shall be managed, by a board of directors."

The authority to make such decisions at times may be delegated to the corporate management team but we see here that same was taken specifically by the Board of Directors and not the corporate management team as evidently shown in the July 5, 2013 letter admitting to such a decision. The appellee was not entitled to retirement when she turned sixty; the appellant Bank having kept her on for three and a half years, it was only fair and honorable that the appellant bank gave her a farewell handshake as the board decided. However, the appellant Board having left the decision to the Management to implement which it refused to do, this Court holds that the appellant be paid one month salary for each of the three and a half years that she served beyond her

retirement based on the request of the appellant; that is, US\$2,970.00 made as Head of Corporate Resources times three and a half years, giving a total of US\$10,395.00.

In view of the foregoing, it is our Opinion that the ruling of the National Labor Court awarding the appellee Forty-Eight Thousand Six-Hundred Sixteen and Fifty Cents (US\$48,616.50) is amended, and the appellant Bank be made to pay the appellee US\$ 14,740.00, the difference in salary for the eleven months of her service as Acting Managing Director/CEO of the appellant Bank, and United States Ten Thousand Three Hundred & Ninety Five Dollars (US\$10,395.00) as her retirement package, the total amount being United States Twenty-Five Thousand One Hundred & Thirty-five Dollars (US\$25,135.00).

WHEREFORE AND IN VIEW OF THE FOREGOING, the ruling of the National Labor Court is hereby amended as stated above. The Clerk of this Court is ordered to send a Mandate to the National Labor Court to resume jurisdiction and enforce the Judgment of this Opinion. Costs are ruled against the appellant. AND IT IS SO ORDERED.

**WHEN THIS CASE WAS CALLED FOR HEARING, COUNSELORS ADE WADE KEKULEH AND JIMMY SAAH BOMBO OF THE CENTRAL LAW OFFICES, INC. APPEARED FOR THE APPELLANTS. COUNSELORS J. AWIA VANKAN AND KHADIYATU TALL NASSER OF THE HERITAGE PARTNERS & ASSOCIATES, INC. APPEARED FOR THE APPELLES.**