

IN THE HONORABLE SUPREME COURT OF THE REPUBLIC OF LIBERIA
SITTING IN ITS MARCH TERM, A.D. 2026

BEFORE HIS HONOR : YAMIE QUIQUI GBEISAY, SR.....CHIEF JUSTICE
BEFORE HER HONOR : JAMESETTA H. WOLOKOLIE ASSOCIATE JUSTICE
BEFORE HIS HONOR : YUSSIF D. KABA ASSOCIATE JUSTICE
BEFORE HER HONOR: CEATNEH D. CLINTON JOHNSON ASSOCIATE JUSTICE
BEFORE HIS HONOR : BOAKAI N. KANNEH ASSOCIATE JUSTICE

The Management of SOS Children’s Village Liberia of the City)
Monrovia, Montserrado County, Liberia.....Appellant)
)
Versus) Appeal
)
Augustine A. Alieu of the City of Monrovia, Montserrado County)
Liberia.....Appellee)
)

GROWING OUT OF THE CASE:)
)

The Management of SOS Children’s Village Liberia of the City)
Monrovia, Montserrado County, Liberia.....Petitioner)
)
Versus) Petition for Judicial
) Review
His Honor Charles M. Tuazama, Assistant Director, Senior)
Hearing Officer, Division of Labor Standards, Ministry of Labor,)
Montserrado County, Republic of Liberia.....1st Respondent)

And)
Augustine A. Alieu of the City of Monrovia, Montserrado County,))
Liberia.....2nd Respondent)
)

GROWING OUT OF THE CASE:)
)

Augustine A. Alieu of the City of Monrovia, Montserrado County,))
Liberia.....Complainant)
)
Versus) Wrongful Dismissal
)
The Management of SOS Children’s Village Liberia of the City)
Monrovia, Montserrado County, Liberia.....Defendant)

MADAM JUSTICE WOLOKOLIE DELIVERED THE OPINION FOR THE COURT

The undisputed facts revealed by the records show that Mr. Augustine A. Alieu, appellee, was employed on an indefinite contract by SOS Children's Villages, the appellant, to serve as the National Director on July 10, 2017.

The appellee, having served as National Director for a period of about five years, had his services terminated via a letter dated April 12, 2022. The said letter of termination signed by Amavi BADA, the appellant's International Representative, alleged that it conducted an internal audit investigation and the findings showed that the appellee was involved in acts of grave misconduct that included both administrative and financial malpractices as well as acts of sexual harassment, intimidation, and bullying against fellow employees which warranted his dismissal.

With respect to the allegation of financial and administrative malpractices, the letter particularly alleged that the appellee approved and utilized salary loans and salary advances for himself between 2019 and 2021, without the approval of his line manager and without observing the dictates of the SOS employee handbook; that in December 2019, the appellee received and utilized a salary overpayment in excess of Nine Hundred Twenty United States Dollars (US\$920.00), which he failed to report or refund until it was discovered and reported in the Audit Report of November 2021; that he tendered a counterfeit of One Hundred United States Dollars (US\$100.00) banknote to the administrator of the appellant's clinic and advised the accountant to write off the counterfeit note.

Regarding the allegation of misconduct, the appellant alleged that the appellee sexually harassed Ms. Roberta Y. Brown, the National Office Accountant, by grabbing her and forcibly kissing her against her will; and that the appellee intimidated and bullied Mr. Patrick Tarnue Worzie, the National Family Strengthening Program Coordinator and Emergency Focal Person, and disrupted his birthday gathering arranged by his colleagues at the work place organized without his knowledge, suspending Mr. Worzie for two weeks without pay, absent good cause.

The appellant alleged that the grounds stated above had destroyed the mutual trust and confidence necessary for the continuation of the employment of appellee. Accordingly, his contract was terminated pursuant to Sections 14.3(a) of the Decent Work Act of 2015 (DWA), which calls for the immediate termination of employment for grave misconduct that makes it

impossible to continue a relationship of mutual trust, and 2.8 of the DWA, which prohibits sexual harassment in employment, as required under Section 14.3(c).

The appellee's termination letter is incorporated verbatim herein below:

April 12, 2022
Mr. Augustine A. K. Allieu
National Director
SOS Children's Villages in Liberia
Old Matadi Estate, Monrovia
Montserrado County, Republic of Liberia
Email: augustine.allieu@sosliberia.org

Ref: Notice of Termination for Grave Misconduct

Dear Mr. Allieu:

You are aware that SOS-Children's Village International Regional Office commissioned and conducted an internal procedure/investigation or disciplinary hearing, (hereinafter "investigation"), pursuant to (i) the findings and conclusions of an audit conducted by SOS International Regional Office Internal Audit Unit ("RAU") (the "Audit Report"), which implicates you into several administrative and financial malpractices, and (ii) allegations of sexual harassment, intimidation, bullying and threats made by several employees of SOS Children's Village Liberia (SOS Liberia) against you.

You are further aware that this investigation was conducted by a team of SOS Regional Office staffs, who cited all the parties, including yourself and you appeared in person and participated in the investigation by confronting the evidence against you and further explaining your side of the story, including the production of evidence in your defense.

In particular, the Audit Report found that you approved and utilized salary loan as well as salary advance for yourself between the periods 2019 through 2021, without the approval of your line manager, contrary to the SOS employee handbook Liberia governing the request and approval of loans and salary advance; that in December 2019, you approved, received and utilized your salary in excess of US\$920.00 (Nine Hundred Twenty United States Dollars), but failed to report the overpayment to the finance office and/or return the excess amount (US\$920.00) until it was discovered and reported in the Audit Report of November 2021; and that you paid the Administrator of SOS Clinic, Ms. Quendi T. Appleton, US\$100.00 (One Hundred United States Dollars) counterfeit banknote and advised the Accountant to write off the counterfeit banknote.

Furthermore, several employees of SOS Liberia accused you of sexual harassment, intimidation, bullying and threats made against them. These specific allegations are contained in the SOS Bullying and Harassment

Survey Questionnaire (Questionnaire) completed by the concerned employees.

We have received the findings and conclusions of the investigation, and they contain substantial evidence that you committed the administrative and financial malpractices contained in the Audit Report, and did harassment, intimidate, bully and threaten your fellow employees of SOS Liberia. In fact, the records showed that you admitted once to the approval and utilization of the (i) loan and salary advance without the approval of your line manager, contrary to SOS Liberia employee handbook, and (ii) did not give any justification for the overpayment of your December 2019 Salary in excess of US\$920.00, and refused to replace the amount even after you were provided evidence of the approved overpayment in the Audit Report.

You denied sexually harassing Ms. Roberta Y. Brown, National Office Accountant, on October 13, 2017, when she came to hand you a check at your office. She said you grabbed her back and started petting her against her will and when she tried to leave; you forcibly kissed her on the lips. Ms. Brown immediately informed her supervisor, who advised her to report and reported the matter to the regional office. Ms. Brown's account of the incident of October 13, 2017 reported to her supervisor and subsequently the regional office in writing remains consistent and credible, and the investigation has given it such credibility and determined that you indeed sexually harassed her on the day of the incident.

Furthermore, you intimidated and bullied Mr. Patrick Tarnue Worzie, National Family Strengthening Program Coordinator/Emergency Focal Person; disrupted his birthday ceremony planned by his colleagues without his knowledge, and suspended him for two weeks without pay for no good cause; just to merely name a few.

Your conduct as contained in the Audit and Investigation Reports constitutes grave misconduct for which your contract of employment with SOS Children's Village International may be terminated for it violates Sections 14.3(a), 2.8 (prohibition on sexual harassment) of the Decent Work Act, 2015 (DWA), the Code of Conduct of SOS (1 & 1.2); (3.3.8) and the harassment preventions guidelines of SOS IOR WCAF.

In view of the foregoing, we are constrained to terminate your contract of employment and, by this letter, hereby immediately terminate your employment with SOS Children's Village International effective as of the date of this letter for reason that your conduct constitutes grave misconduct, which makes it all the more impossible to continue or to resume the necessary relationship of mutual trust and confidence between yourself and the SOS family (SOS Children's Village International). Please note that your contract of employment is hereby terminated under Sections 14.3(a) and 2.8 of the DWA, and in connection therewith, the SOS International is not required to give notice of termination of contract of employment in consonance with Section 14.3(c) of the DWA.

Upon receipt of this letter, you are advised to turn over to the Human Resource Department all SOS's assets in your possession, cease representing yourself as an employee of SOS Liberia or SOS International and desist from using SOS's e-mail account or any indicia of your previous employment with SOS.

We wish you the very best in your future endeavors. Should you have any other questions, please do not hesitate to contact M. Pierre SENE, Human Resources & Organizational Development Director.

Sincerely yours,

Amavi BADA, CVI. REP

SOS Children's Village International Representative

Cc: Human Resource Department

Predicated upon the termination, the appellee, through his legal counsel, filed with the Ministry of Labor on September 9, 2022, a complaint of wrongful dismissal against the appellant, praying for the necessary legal and equitable relief applicable under Section 14.10 of the DWA, which seeks needed remedies for invalid termination of employment.

The appellee, in his complaint, denied allegations contained in the audit report that he approved and utilized salary advances without approval and contrary to policy; that he used counterfeit banknote(s); that the audit process and its content were manipulated to arrive at a predetermined conclusion to justify his dismissal; that he rebutted the audit findings in a nine-page response, but the appellant disregarded same and suspended him from work, which culminated in his termination on April 12, 2022; that the draft audit report shared for his response differed materially from the report that was finally published; and that, when the audit findings proved insufficient to merit termination, the appellant launched a post-audit internal investigation with a predetermined outcome accusing him of sexual harassment, intimidation, bullying, and threats against members of his staff, without according him due process or a fair opportunity to respond; that the investigation team was itself conflicted and biased, being composed of some of the very persons who had made allegations against him in the audit report, and that their prejudice was evident in their reliance upon an over four-year-old, unsubstantiated allegation of sexual harassment to build a case for his dismissal; and that the Interim National Director, Mr. Prosper Momodou Ndione, induced a former SOS child to lodge a false rape charge against him with the Liberia National Police and the Ministry of Gender on April 11, 2022, with the intention to entangle him in the criminal justice system so as to deprive him of the opportunity to pursue his unfair-dismissal complaint; and that his

dismissal was premeditated to oust him and deprive him of his rightful benefits under the law, notwithstanding his clean record of service and the absence of any prior warning.

The appellee's complaint letter is incorporated herein below:

September 9, 2022
Hon. Charles H. Gibson
Minister of Labour
Ministry of Labour, Sirleaf Ministerial Complex
E.J. Johnson Street
Congo Town, Monrovia

SUBJECT: COMPLAINT OF WRONGFUL DISMISSAL

Dear Hon. Gibson:

Please accept our compliments as we introduce ourselves to you as the lawyers for Mr. Augustine A. Allieu, former National Director, SOS Children's Villages in Liberia, to complain against the management of SOS Children's Villages in Liberia, represented and to be served thru Prosper Momodou Ndione, Interim National Director, and Amavi Bada, CVI REP, for the wrongful dismissal of Mr. Augustine A. Allieu for the following reasons of fact and law:

1. That Augustine Allieu, a Sierra Leonean national and expatriate, was hired through an employment contract with the SOS Children's Villages Liberia on July 10, 2017. He was unjustly terminated on April 12, 2022 without regards to Chapter 14 of the Decent Work Act.
2. That the reasons provided in the termination letter are unsubstantiated accusations that SOS claimed implicated Mr. Allieu for "administrative and financial malpractices," including other unfounded allegations based on a purported staff perception survey.
3. The audit report, among other things, claimed that Mr. Allieu approved and utilized salary loans and salary advance without approval and contrary to policy, which is not true. It also accused him of committing the crime of using counterfeit banknote(s), something they failed to report to the government authorities. The entire audit process and content was manipulated to arrive at the conclusion to justify his dismissal, and the motive was solely because some of the audit team members had a plan to present a false image of him and the national association (SOS Liberia) so that when he is relieved of his position they can take over. One of the audit team members currently serves in his position as acting national director. The claims of the audit report were rebutted by him in a nine-page response, but strangely the receiving authority based in Dakar, Senegal, where the audit team is based at the SOS Regional Office, refused to believe his side and instead suspended him from work. The suspension culminated into a termination letter dated April 12, 2022.

4. That the draft audit report shared for his response, which was used as one of the bases to terminate his service, was much different from the one that was finally published.
5. That when they found that their claims against him in the audit report were not strong to merit termination, they launched a factitious post-audit internal investigation which outcome was pre-determined; an investigation they claimed “accused” him of sexual harassment, intimidation, bullying and threats against some of his staff. The investigation, referenced here, did not accord him due process and fairness, as he was never given the opportunity to respond to the opinions of the carefully selected group of staff spoken to, of which said outcome cannot constitute automatic guilt. Without the result of a hearing judgement on criminal or serious allegations, no one should be condemned. This is a violation of his constitutional rights.
6. In addition to count five (5), the composition of the “investigation team” meant a biased outcome against him. Not only did he not commit what he was accused of as is contained in the termination letter, the investigation team comprised some of the very people who made bogus allegations personally against him and the operations of his office in the audit report, and as such they were already conflicted. Their prejudice can be seen from the use of an over 4-year-old unsubstantiated sexual harassment allegation to make a case for dismissal.
7. In furtherance of their plot against Mr. Allieu, Mr. Prosper Momodou Ndione made a former SOS child (a fellow called Saye Maye Cole) to report a false rape charge against Mr. Allieu to the Liberia National Police and Ministry of Gender on April 11, 2022. The intention of the rape allegation was to tie Mr. Allieu up in the criminal justice system so that he does not have the chance or time to bring an unfair dismissal complaint against SOS.
8. That his dismissal was premeditated out of a plot to oust him and deprive him of his rightful benefits as provided by law. During his time at SOS, Mr. Allieu worked hard to ensure prudent fiscal control and administrative discipline and did not once receive any warning for any violation. Mr. Allieu came to SOS Liberia with a clean record of excellence from the multiple international jobs in which he served at senior levels.

Hon. Minister, in view of the foregoing, we respectfully pray that the Ministry of Labor takes all necessary steps legal and equitable to ensure Mr. Allieu receives his just entitlements as provided for under Section 14.10 of the Decent Work Act of 2015.

We thank you for your consideration. Should you or your Hearing Officer have any query or need further clarification or additional information concerning this complaint, please contact the undersigned on mobile numbers 0777008143/0886-518-144/0770196680.

Sincerely,

Lamii Kpargoi, Esq.
One of counsels for Mr. Augustine Allieu.

The Hearing Officer of the Ministry of Labor heard the complaint and rendered his ruling on July 30, 2024, finding that the dismissal of the appellee was not compatible with the standards laid down in Section 14.4(b) of the DWA, which calls for a fair internal procedure or investigation before terminating an employee in that the appellant failed to implement a fair internal workplace investigation to prove the guilt or innocence of the appellee before terminating his services; and that the dismissal was illegal and unjustifiable. Upon these findings, the Ministry held the appellant liable for the wrongful dismissal of the appellee and accordingly ordered his unconditional reinstatement and payment of twenty-six (26) months' salary for time lost at the rate of US\$6,500.00 per month, amounting to One Hundred Sixty-Nine Thousand United States Dollars (US\$169,000.00), together with all other emoluments contained in his contract of employment pursuant to Section 14.10 b) ii) (1) of the DWA. The ruling of the Hearing Officer also noted alternatively that in the event the appellee cannot be reinstated, the appellant should pay US\$169,000.00 for time lost, together with all other emoluments under his contract, plus twenty-four (24) months' salary, amounting to One Hundred Fifty-Six Thousand United States Dollars (US\$156,000.00), as compensation for the wrongful dismissal under Section 14.10 b) ii) (2), thereby making a total award of Three Hundred Twenty-Five Thousand United States Dollars (US\$325,000.00).

The ruling of the Ministry of Labor, significant to the determination of this case, is incorporated herein below:

RULING

This investigation having exhausted the witnesses' testimonies, coupled with documentary evidence adduced by the complainant, the defendant Management, and surrounding circumstances, the fact of this case/matter is that the defendant Management of the SOS Children Villages Liberia violated the law, the Decent Work Act of June 2015 and the statute controlling, in dismissing the Complainant, Augustine A. Allieu unjustly.

Therefore, it is the opinion of this Investigation that, defendant, Management SOS Children Villages, in Liberia is **LIABLE** for the wrongful dismissal of its former employee, Mr. Augustine A. Allieu.

The defendant, Management SOS Children Villages Liberia, is hereby **ORDERED** to unconditionally re-instate complainant Augustine A. Allieu and pay him the remuneration which includes 26 (twenty-six) months' salary at the rate of US\$6,500 (six thousand five hundred United States Dollars) which amounts to US\$169,000 (one hundred sixty-nine thousand United States Dollars) for time lost and all other emoluments contained in his contract of employment with the defendant Management as provided for by

Chapter 14, Section 14.10 b) ii) (1) not later than thirty (30) days as of the date of this judgment.

In the instance where the defendant management shows that the complainant cannot be reinstated, the management is ordered to pay the complainant remuneration for time lost which includes 26 (twenty-six) months' salary at the rate of US\$6,500 (six thousand five hundred United States Dollars) which amounts to US\$169,000 (one hundred sixty-nine thousand United States Dollars) in addition to all other emoluments as provided for in his contract of employment with the defendant Management, plus 24 (twenty-four) months' salary at the rate of US\$6,500 (six thousand five hundred United States Dollars) which amounts to US\$156,000 (one hundred fifty six thousand United States Dollars) as compensation for wrongful dismissal as provided for by Chapter 14, Section 14.10 b) ii) (2), making the Amount US\$325,000.00 (Three hundred and twenty five thousand United States Dollars) to be paid not later than thirty (30) days as of the date of this judgment.

AND BE IT SO ORDERED.

Being dissatisfied with the Hearing Officer's ruling, the appellant SOS petitioned the National Labor Court for Montserrado County, on August 29, 2024, for a judicial review of the Hearing Officers ruling.

The appellant complained that the Hearing Officer rendered his final ruling on July 30, 2024, without issuing a notice of assignment, thereby denying the appellant the opportunity to be present and to except to the ruling. The appellant also contended that the ruling of the Hearing Officer was against the weight of the evidence, and that the appellant had, by a preponderance of the evidence, un rebutted, proved each of the grounds of grave misconduct upon which the dismissal rested. The appellant argued that the Hearing Officer arbitrarily disregarded this evidence and the supporting documents, and ruled in favor of the appellee, contrary to the settled rule that un rebutted testimony is deemed to be true.

The appellant further argued that it was a reversible error for the Hearing Officer to reach the conclusion that the appellee did not require his line manager's approval to take a salary loan, notwithstanding the appellee's own admission under oath that supervisory approval was required; that the unrefunded December 2019 overpayment was a mere clerical or accounting error rather than misconduct; that the sexual-harassment allegation neither met the requirement of Section 2.13(a) nor rose to the level of grave misconduct; and that the appellant had failed to afford the appellee a fair internal investigation, when, to the contrary, the appellee had participated in the investigation and confronted his accusers, and a lawyer had sat on the investigating committee to safeguard his right to due process.

The appellant also argued that the appellee's letter of complaint, never having been testified to or admitted into evidence, could not support the ruling; and that the award was excessive and contrary to law, since Section 14.10(b)(ii)(2) of the Decent Work Act limits compensation to an amount not exceeding two years' remuneration, and the standard enunciated in *USTC v. Sackie*, 42 LLR 243 (2004) would, in light of the appellee's four years and nine months of service, warrant no more than eight months' salary; and that such was contrary to the Hearing Officer's award of US\$169,000.00, representing twenty-six months' salary, upon reinstatement, and US\$325,000.00, representing fifty months' salary, in lieu of reinstatement. Thus, the appellant, invoking *LOIC v. Williams et al.*, 42 LLR 451 (2005), prayed the court to reverse the ruling as being biased, erroneous, and manifestly against the weight of the evidence.

The appellee filed formal returns to the appellant's petition for judicial review and requested the court to uphold and enforce the ruling of the Hearing Officer. Appellee further contended that the petition for judicial review, having been received and entertained, the appellant's complaint about the want of a notice of assignment had become moot, and that a petition for judicial review in a labor matter does not require the formalities of a bill of exceptions or an appeal bond.

With respect to the award, the appellee submitted that the Hearing Officer's award was consistent with the Decent Work Act in that Section 14.10 vested in the Ministry of Labor the discretion to order reinstatement, compensation, or both; and that the US\$325,000.00 was not a cumulative judgment but an alternative payable only where the appellant showed that reinstatement was untenable; and that the standard in *USTC v. Sackie*, being earlier decisional law, had been superseded by the Decent Work Act of 2015, which governs the measure of compensation.

The appellee further argued that the appellant's own forms, marked Exhibit D/9, made the National Director the sole approving officer for loans and salary advances, and that the email exchanges, also marked Exhibit D/7, showed that his line manager was unsure if any further approval was required; that the US\$920.00 was an inadvertent payroll overpayment in which he had no part, and which the appellant could simply have recovered; that the sexual-harassment allegation had been investigated and treated as unfounded in 2018 and was revived only in 2022; that the counterfeit-note claim rested on the uncorroborated word of the clinic administrator; and that the harassment and bullying findings rested on the perceptions of only seven out of over two hundred employees; and that he was afforded no opportunity to retain counsel, having been suspended on the same day of the investigation.

The appellee further argued that the appellant's objection to the letter of complaint was frivolous in that a complaint in a labor matter, being akin to an indictment, need not be admitted into evidence.

The National Labor Court, with His Honor Joseph M. Kollie presiding, reviewed the matter and reached its final determination on three dispositive issues: first, whether a complainant in a labor matter may be awarded compensation for time lost on account of a prolonged hearing or investigation; second, whether the National Labor Court has jurisdiction to review and reverse the factual findings of the Hearing Officer, who is the fact-finder; and third, whether an employer in a wrongful-dismissal action is liable in compensation for more than two years, or twenty-four months.

On the first issue, the National Labor Court, citing *Bong Mining Company v. Waytanbolo*, 36 LLR 911, 915 (1990), held that time lost during a prolonged investigation is not compensable and that there was no legal basis for the Hearing Officer's award of twenty-six (26) months for time lost. On the second issue, the court held that its reviewing jurisdiction is confined to questions of law, the Hearing Officer's findings being conclusive as to the facts. On the third issue, the court held that a wrongfully dismissed employee is entitled to not more than twenty-four months' salary, scaled to length of service under *United States Trading Company v. Sackie*, and that the appellee, having served from July 10, 2017 to April 12, 2022, was Nto not more than fourteen (14) months.

Accordingly, the National Labor Court affirmed the Hearing Officer's ruling that the dismissal was wrongful but modified the award to entitle the appellee to fourteen (14) months' salary, amounting to Ninety-One Thousand United States Dollars (US\$91,000.00). In relation to the Hearing Officer's ruling, both parties excepted and subsequently perfected their respective appeals to the Honorable Supreme Court, sitting in its October Term, A.D. 2025.

The appellant's SOS' bill of exceptions raised two principal issues. First, the appellant contended that the court confirmed the finding of wrongful dismissal without reviewing the certified records or applying the controlling law to the facts, having confined its review to the quantum of the award alone, contrary to Rule 5 (Scope of Review) of the Rules governing the National Labor Courts and Section 23.4 of the Judiciary Law; that had the court reviewed the record, it would have found the dismissal lawful based on the appellee's conduct in taking unauthorized loans and salary advances, the unrefunded US\$920.00 overpayment, the harassment and bullying of co-workers, and the counterfeit banknote, amounting to grave misconduct established by unrebutted evidence following a fair internal procedure.

Second, the appellant SOS contended that, even assuming a wrongful dismissal had occurred, the award was excessive and contrary to *United States Trading Company v. Sackie*, in that the appellee having served only four years and nine months, he was entitled to no more than eight months' salary, amounting to US\$52,000.00, and that the court erred in finding six years of service and awarding fourteen months, or US\$91,000.00.

On the other hand, the appellee's primary contention in his bill of exceptions is that the court erred in modifying the Hearing Officer's award rather than enforcing it; that the court disturbed the findings without any showing that the agency was biased or fraudulent, had exceeded its jurisdiction, or had acted otherwise than in compliance with law and upon fair consideration; that the court wrongly attributed the delays in the proceedings to no one, when the record showed they arose from the appellant's dilatory tactics; and that it thereby wrongly denied him his lost wages.

The appellee also points out in his bill of exceptions that the court erred in relying upon *Bong Mining Co. v. Waytanbolo et al.*, 36 LLR 911 (1990), to deny lost wages in a wrongful-dismissal matter governed by Section 14.10 of the DWA of 2015; that the court ignored the Hearing Officer's order of reinstatement, the appellant having never shown reinstatement to be impossible; that, under Section 14.10(c)(i)(2), an employee ordered reinstated is deemed to have continued in employment without interruption, so that the twenty-six (26) months of lost wages ought to have been allowed; and that the court erred in capping compensation at twenty-four months under the out-of-date standard in *USTC v. Sackie*, in disregard of Section 14.10(b)(i) and (ii) and the limiting condition in Section 14.10(b)(ii)(4), which the Legislature enacted eleven years after that case was decided.

The Judge of the National Labor Court ruled that the court's reviewing jurisdiction is confined only to questions of law, the Hearing Officer's findings being conclusive as to the facts. The appellant has assigned this ruling of the judge as being contrary to Rule 5 (Scope of Review) of the Rules governing the National Labor Courts and Section 23.4 of the Judiciary Law; that had the court reviewed the record, it would have found the dismissal lawful based on the appellee's conduct in taking unauthorized loans and salary advances, the unrefunded US\$920.00 overpayment, the harassment and bullying of co-workers, and the counterfeit banknote, amounting to grave misconduct established by unrebutted evidence following a fair internal procedure.

Having reviewed the issues assigned by the parties in their respective bill of exceptions from the Labor Court Judge in his ruling, the Court ask whether the appellee was wrongfully dismissed, for grave misconduct which would warrant an award?

The appellant has contended that the court having confined its review to the quantum of the award alone, contrary to Rule 5 (Scope of Review) of the Rules governing the National Labor Courts and Section 23.4 of the Judiciary Law, same was erroneous, and had the court reviewed the records, it would have found the dismissal lawful based on the appellee's conduct in taking unauthorized loans and salary advances, the unrefunded US\$920.00 overpayment, the harassment and bullying of co-workers, and the counterfeit banknote, amounting to grave misconduct established by unrebutted evidence following a fair internal procedure.

The Judiciary Law, Rev. Code 17:23.4. (Procedure on review) states that in the conduct of all cases brought before it, the Labor Court shall be guided by the Rules of the Debt Courts and shall make a finding of facts and conclusion of law thereon in accordance with provisions of Chapter 23 of the Revised Civil Procedure Law of Liberia, and may revise, affirm or modify, wholly or in part, any judgment before it, as to any party and, when the interest of justice so requires, remand a case to the hearing officer or Labor Commissioner for further proceedings with such instructions or orders as may be necessary and proper.

In this case the appellant raised the issue that had the Labor Court Judge reviewed the evidence, he would have found sufficiently that the appellant proved by preponderance of evidence that the appellant's employment was terminated for acts of grave misconducts.

We observe that this identical holding by the Labor Court Judge that the Labor Court's reviewing jurisdiction is confined only to questions of law was addressed in the Supreme Court's review of the case, *Management of Access Bank, Liberia v. Valkai Massaley*, Supreme Court Opinion, October Term, 2025. In that case, the Supreme Court held that the findings of facts of an administrative agency are not so conclusive upon appellate courts so as not to be reviewed on appeal where the errors in the findings and conclusions are so obvious and brings the decision growing therefrom into confrontation with the law.

Addressing the appellant's issue of whether the dismissal of the appellee was wrongful, it is settled law in our jurisdiction that the burden of proof rested upon the appellant, as the employer, who had the appellant dismissed for grave misconduct. This assertion of grave misconduct must be established a preponderance of the evidence adduced at hearing. The

Court recently applied this principle in its interpretation of Section 14.3 of the DWA (2015) in the case *OXFAM Liberia v. Frederick David*, Supreme Court Opinion, March Term, A.D. 2024, when it noted that the burden of proof lies on the employer to establish the grave misconduct it asserts, and that an employer who alleges but fails to prove such misconduct is guilty of an unfair labor practice.

The appellant SOS alleges bullying of employees by the appellee. We see that the appellant referenced a scenario when bullying-and-harassment survey forms were filled out by some staff members alleging that they were bullied by the appellee. The appellant in its letter of dismissal does not state the number of staff who made the allegations in the survey, the appellee however countered that it was seven (7) out of some two hundred employees who alleged that they were bullied. We further observe that the surveys are without any evidentiary support for the assertions made in them. This Court says these surveys were self-serving, and the allegations they contain, being without proof, are mere unsubstantiated allegations. The finding of the investigative team of the appellant asserts as evidence of the appellee bullying the employees a time when one Mr. Patrick Tarnue Worzie, the National Family Strengthening Program Coordinator and Emergency Focal Person was suspended because his colleagues threw a surprised birthday party for him during work hours.

This Court asks whether the employees got the permission to have a party during work hours since such action borders directly on the conduct of employees under the appellant's code of conduct. Section 3.12 of said Code of Conduct requires staff to perform their job in an environmentally responsible manner in order to be good role models to children and youth. We do not see anything in the records where a prior approval was granted by the management to carry out a birthday party during work hours, and since the appellee was the Chief Administrative Officer, it was consistent with his job to safeguard the civility of the working environment and to ensure that it was responsibly kept.

As to appellants allegation of sexual harassment asserted against the appellee, we observed in the records an investigation report labeled "Report of the Internal Investigation into the Allegations of Grave Misconduct by Mr. Augustine A. Allieu," dated March 25, 2022. The report derived from an internal investigation, the minutes of which were contained in the case file. Section 3.1 of the minutes feature Roberta Y. Brown, National Office Accountant, who recounted being sexually harassed by the appellee on October 13, 2017, while section 3.2 of the same minutes records the appellee's response denying the allegation.

The allegation of sexual harassment by Roberta Y. Brown is of grave concern, and we wondered why the sexual harassment alleged to have occurred in 2017 was not investigated until 2022, some five years later. Ms. Brown's allegation that she was sexually harassed by the National Director on October 13, 2017 was restated with a measure of consistency. Her first formal complaint of the harassment was directed to one Pierre Sene in an email dated April 23, 2018, and no action having been taken, she repeated the complaint to the President of SOS Children's Villages International in a letter dated July 15, 2019, and again the report in 2019 yielded no outcome. We are dismayed at the extent to which the appellant ignored Ms. Brown's complaint and treated it as a matter of no significance for some five years. The appellant's long silence speaks volumes of its inattention to matters bearing on the welfare of its female staff and begs the question why the urge to act that emerged in 2022 was absent in the years immediately following the alleged harassment in 2017, when the allegation became fully known to the appellant.

As concerning as Ms. Brown's complaint may be, and as damning as the appellant's long silence may be, we find it difficult to understand the reasoning under which the appellant, having condoned the appellee, proceeded to dismiss him for an allegation as old as five years. Section 14.3 of the DWA of 2015 confers upon an employer the right of immediate termination for grave misconduct "that makes it impossible to continue or to resume the necessary relationship of mutual trust and confidence." An employer, such as in the instant case, who, with knowledge of the alleged misconduct, retained the employee in service for years, cannot now say that misconduct rendered the relationship impossible to continue. By its inaction for five years, the appellant *ipso facto* condoned the misconduct and waived its right to dismiss the employee on that ground. Thus, in addition to the Hearing Officer's finding that proof of the alleged misconduct, including the sexual harassment, was wanting, we hold that the appellant, having condoned the appellee, it waived whatever right it may have had to dismiss him on that ground,

The appellant, in its letter of dismissal to the appellee for grave misconduct, makes reference to its audit report which showed that the appellee in December 2019, approved and received his salary in excess of United States Nine Hundred and Twenty Dollars (US\$ 920.00), but he failed to report and pay the overpayment to the finance office. The appellee countered that the US\$ 920.00 was an inadvertent payroll overpayment in which he had no part and which the appellant could have simply recover.

This Court says that appellee who served as the National Director knew that his monthly salary payment was US\$6,500, and any payment in excess of that amount, he should have been brought to the attention of the finance officer. Nowhere in the records do we see the appellee in good faith offering to pay back the excess amount.

The Court says that the appellees non-refund of the excess payment reflects insincerity and gross dishonesty which is contrary to the dictate of an employee's moral and ethical obligation to his employer consistent with the term of his employment. As this Court has stated, employment is a contractual relationship built upon a foundation of mutual trust; while the employer is obligated to provide a safe and fair working environment, the employee is equally duty-bound by an implied covenant of loyalty, competence, and professional care. See *The Management of Access Bank v. Valkai Massalay*, Supreme Court Opinion, October Term A.D. 2025. The non-refund by the appellee of the over payment to him the appellee conduct of the of the appellee, being contrary to the duty of trust and loyalty under his employment contract, constituted a violation of section 14.3 (a) of the DWA which provide that an employer is justified in terminating the services of an employee for grave misconduct which makes it impossible to continue the relationship of mutual trust between the employee and employer.

Further, with regard to the appellant SOS assigning the salary advances taken by the appellee without the approval of his direct supervisor as an administrative and financial misconduct which warrants his dismissal, since salary advances to him should have been approved by his supervisor, the appellant refers the Court to the SOS Handbook which provides the following:

3.4 Salary Advance.

Advance salary payments may be granted, with the approval of the Line Manager/Director. A co-worker may take up to 30% of her/his monthly gross salary.

Advance salary payments will be deducted from the co-worker's next monthly salary if no other agreement has been made with the National Director.

The maximum number of salary advances is three times a year.

The records also contain a copy of the "Loan and Salary Advance Management Policy and Guidelines," and from a review of those guidelines, section 3 makes it clear that a salary advance is an entitlement of Liberian staff, but that it must be taken on the recommendation of the line manager with the approval of the National Director, a position the appellee held. Herein below is the reference provision relating to the appellant's loan policy:

"SOS Loan Policy

3. Salary Advance:

Advance salary payments are an entitlement of staff, with the recommendation of the line manager and approval of the National Director. A co-worker may take up to 30% of her/his monthly gross salary. All advance salary payments will be deducted from the co-worker's next monthly salary if no other agreement has been made with the National Director. The maximum number of salary advances is three times in a given financial year.

How To

- ✓ Salary advance requests must be in writing by using the salary advance request form (annex 1);
- ✓ Completed salary advance request form is submitted by the co-worker to his/her supervisor;
- ✓ Both the HROD Manager and Finance & Controlling Managers review the request and recommend (or not) to the National Director;
- ✓ If the request is not recommended for approval, the HROD Manager informs the co-worker of the outcome of their request, including the reason for the non-approval;
- ✓ If request is recommended for approval, National Director approves and forwards the approved request to the HROD Manager;
- ✓ HROD Manager enters the salary advance details into the salary advance management database;
- ✓ HROD Manager forwards the approved request to the Finance and Controlling Manager;
- ✓ Finance and Controlling Manager effects payment of the approved salary advance to the co-worker.
- ✓ Finance and Controlling Manager confirms to the HROD Manager that the salary advance has been provided to the co-worker.

From a contextual examination of the above appellant's policy, a salary advance must be made upon the recommendation of a staff member's line manager, who forwards the form to the HROD Manager and the HROD Manager forwards same to the Finance and Controlling Manager who after approving same sends same to the National Director for his approval. The question then that comes to mind is where the National Director, in this case the appellee who served as National Director seeks salary advance, how does he proceed under said policy?

Our review of the records in the file show that in 2018, the appellee seeking a salary advance sent an email to his supervisor, the National Country Representative, Amavi Bada. The email reads:

“Re: Request for approval

www.sos-childrensvillages.org

From: Allieu Augustine

Sent: lundi 27 août 2018 11:11

To: Bada Amavi <Amavi.Bada@sos-kd.org>

Cc: Okunade Moses <Moses.Okunade@sosliberia.org>

Subject: Request for approval

Dear Mr. Bada,

Greetings from Monrovia. I hope you are fine.

I am requesting your approval of a salary advance request from me. It is hereby attached. Two of my children will be entering secondary school this coming academic year - which starts next month. Their school and school-related expenses seem a bit high and so I would need some additional financial support for this. Hence, my request.

According to the NA Liberia Employee Handbook (attached), an employee can take a salary advance of not more than 30% of his/her monthly salary and all of this will have to be deducted from the employee's next pay. I have also attached our local salary advance management guidelines, which we did last year along with the IOR HR team.

I hope my request will be granted due consideration. Thanks in advance.

Kind regards.

MR. AUGUSTINE A. K. ALLIEU

National Director

SOS Children's Villages Liberia

P.O. Box 1924

Monrovia, Liberia

Tel: +2316514879

Mobile: +231 881961881

E-mail: augustine.allieu@sosliberia.org

Email: www.sos-childrensvillages.org

Skype ID: augustine.allieu”

As result of this request, we see a “Request for Salary Advance” form with signatures evidencing a review by the HROD Manager and the Finance and Controlling Manager, of the

appellee's request for advance salary and same approved by Amavi Bada, the appellant's Country Representative, on August 28, 2018.

Subsequently however, we also see in the records that on January 25, 2021, April 15, 2021, and on April 29, 2021, the appellee took three salary advances, but this time signed by himself as the National Director with no approval from his line manager, Amavi Bada, the appellant's Country Representative.

In response to the appellant's contention that the appellee's approval of his own loan request form was an administrative and financial misconduct, the appellee asserted that he was the lone approving authority and therefore his action did not constitute a misconduct; however, he did concede in his testimony at the Ministry of Labor, on March 16, 2023, that his salary advance required the approval of his supervisor.

The records show obviously that any salary advance to any of the appellant's employees sets out the need for the approval of the requesting employee line manager, supervising director and is consistent with the evidence of the salary advance received by the appellee on August 28, 2018, where the appellant's Country Representative, Amavi Bada, being the appellee's direct supervisor approved his salary advance based on his formal request. The payments of advanced salary by the appellee on January 25, 2021, April 15, 2021, and on April 29, 2021, without the approval of Amavi Bada was a gross violation of the appellant's policy in regard to the regulation of the appellant's finances.

The records having shown that internal investigation was conducted by the appellant prior to the appellee's dismissal, and the fact that the appellee did not deny the authority of his line supervisor to approve any salary advance needed by him, his unilateral approval of three salary advances done in 2021 constituted a grave administrative misconduct by the appellee and is tantamount to a dismissal under section 14.3 (a) of the DWA.

The Court holds that it having found that the appellee did commit a grave administrative misconduct which warranted his dismissal under section 14.3 (a) of the DWA that states that an employer is justified in terminating the services of an employee for grave misconduct, and which makes it impossible to continue the relationship of mutual trust between the employee and employer, the dismissal of the appellee by the appellant SOS was therefore proper and has support under the law.

This Court says further that it having found that the appellee's dismissal was proper and lawful, it sees no need to delve into the issue of the appellee's compensation as raised by both parties in their bill of exceptions, since the holding by this Court herein above renders the question of compensation moot.

WHEREFORE AND IN VIEW OF THE FOREGOING, the ruling of the National Labor Court confirming the Hearing Officer's ruling that the appellee was wrongfully dismissed and entitled to an award of United States Ninety-one Thousand Dollars is hereby reversed. The Clerk of this Court is ordered to send a Mandate to the National Labor Court commanding the Judge therein to resume jurisdiction and give effect to the Judgment emanating from this Opinion. Costs ruled against the appellee. AND IT IS HEREBY SO ORDERED.

WHEN THIS CASE WAS CALLED FOR HEARING, COUNSELLOR ABRAHIM B. SILLAH, SR., OF THE HERITAGE PARTNERS AND ASSOCIATES, LLC., APPEARED FOR THE APPELLANTS. COUNSELLORS LAMII KPARGOI AND SARNYENNEH M. DICKSON OF THE HOMELAND LAW CHAMBERS APPEARED FOR THE APPELLEE.