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Review

The Right to Work, Determination of Contracts, and the Dynamics of Qualified Privilege

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Abstract: The right to work is guaranteed, protected, and advanced by various laws and conventions, including the Universal Declaration of Human Rights (UDHR), the International Covenant on Economic, Social and Cultural Rights (ICESCR), the Indigenous and Tribal Peoples Convention, and the African Charter on Human and Peoples Rights (ACHPR). However, the laissez-faire nature of the private sector and economic uncertainties that affect the public sector create a serendipitous environment with positive or negative outcomes depending on the circumstances of each case. Employees are subjected to various challenges in the labour market, inter alia, related to job security, loss of employment, and factors influencing the potential for securing lucrative and fulfilling job opportunities after terminations or retrenchments. That verifies the essentiality of legislative and administrative measures aimed at protecting the rights and interests of workers, in regard to employment benefits, due process requirements, and in view of the qualified privilege of employers, who make reports on the conduct or efficiency of past employees, and their effect on their job prospects. Consequently, the International Labour Organization (ILO) deemed it necessary to provide the Termination of Employment Convention, which is effectively utilized for the protection of workers. So, considering the state of the labour market, analysts have corroborated the essentiality of protecting workers' rights and the implementation of policy measures aimed at enhancing job security, as a matter of public interest that benefits society.

Keywords: Rights, Worker/Employee, Termination, Dismissal, Employer, Statutory Flavour.

1. Introduction

The right to work is recognized by the Universal Declaration of Human Rights, which also recognizes other occupational rights, including just and favourable conditions of work, protection against unemployment, the existence of an enabling environment for

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economic progress – affording persons ‘free choice of employment’, and remuneration that ensures the wherewithal required for an ‘existence worthy of human dignity’ (Article 23, UDHR). The International Covenant on Economic, Social, and Cultural Rights obliges States to ‘recognize the right to work, which includes the right of everyone to the opportunity to gain his living by work which he freely chooses or accepts’, and the implementation of ‘appropriate steps to safeguard this right’ (Article 6(1), ICESCR). The ICESCR also places emphasis on the duty to guarantee equality of opportunity for career development and promotion on a non-discriminatory basis, subject to objective considerations, specifically seniority and competence (Article 7(c), ICESCR).

Other ancillary provisions have been made under the aegis of the United Nations, and the International Labour Organization, aimed at creating opportunities and enhancing career development, for instance the Indigenous and Tribal Peoples Convention, 1989 (No. 169), which encourages States to implement ‘policies aim at mitigating the difficulties experienced by peoples in facing new conditions of life and work’, and the adoption and implementation of policy measures, with the participation and cooperation of such persons (Article 5(c), ITPC). Provisions have been put in place for guaranteeing progress and career development based on ‘objective appraisal of jobs on the basis of the work to be performed’ (Article 3(1), ERC); equal remuneration, and protection against unemployment (Article 5(d), ICERD). Another noteworthy provision is Article 15 of the ACHPR, which provides that ‘every individual shall have the right to work under equitable and satisfactory conditions and shall receive equal pay for equal work.’

Nevertheless, the fruition of the right to work or an adequate source of livelihood is often saddled by various uncertainties, on one hand, considering the laissez-faire nature of the private sector, capitalistic proscription of government intervention in private undertakings, and the conditional nature of economic progress, which depends on resources and finances. Thus, the lack thereof can lead to retrenchments in private as well as public sectors, when companies are forced to shed staff. Nonetheless, there are various factors concerning the execution, as well as termination of labour relations that can be regulated for the protection of workers, enhancement of economic development, and for the service of public interest.

2. Terminations and Dismissals, in the Context of Worker and Employer Contractual Agreements

As a general principle, parties to a contract of employment have the liberty to terminate the contract at any time, subject to the terms and conditions of the contract of employment (Yerokun, 2015, p.240). The orthodox way of terminating contracts is usually via the service of a written notice of termination, subject to which the contract is determined in line with the terms stated in the notice, in regard to its date of effectuation, compensation, or other relevant issues of interest (Yerokun, 2015, p.240). Subject to contractual agreements, the general rule is that there is no obligation on anyone to justify the termination of a contract of employment by stating reasons for the decision, or the motive behind the termination, which is equally irrelevant, unless provided for in the agreement. On that account, the agreement must be adhered to in order to prevent 'avoidable, protracted and expensive litigation' (*Fakuade v. O.A.U.T.H*, 1993).

It is noteworthy to state that courts usually avoid the award of specific performance in cases of termination, due to the relational nature of employment arrangements, which require the willingness of parties to work together. So there is no point imposing a worker and employer agreement on unwilling parties, especially in the private sector, in line with the principle of freedom of contract (Yerokun, 2015, p.241). The right to terminate a contract is a prerogative of parties, which can be exercised discretionally, based on free will, with no need for justification. However, it is a different scenario when an employer opts for a dismissal, instead of termination – because it implies that the determination of the contract is justified by grave misconduct, for example fraud, violent conduct, insubordination, incompetence, theft, or other activities that are destructive to the success, or reputation of the enterprise (Yerokun, 2015, p.241). Thus, when the reason for termination is made known by the employer, the burden of proving the validity of the reason for termination lies on the employer, since the 'one who alleges must prove' (*Fakuade v. O.A.U.T.H*, 1993).

2.1 **Due Process**

Due process has been judicially defined as standards, requirements, or 'measures authorized by law so as to keep the streams of justice pure', thereby implying the existence of a procedural framework to ensure that processes are conducted fairly, properly, timeously, effectively, and predictably in a manner that creates avenues for remedy when the proper and legitimate mode of operation is disregarded (*Passo Int' Ltd v. Unity Bank Plc.*, 2021). There are two major determiners of due process, viz., the terms and conditions of the contract as agreed by the parties, and the law, in regard to statutorily regulated contracts.

2.2. **Determiners of Due Process**

(i.) The terms and conditions of the Contract

The contract mutually accepted by contracting parties is the determiner of the legitimacy and justifiability of the acts of parties, and vice versa (*Fakuade v. O.A.U.T.H.*, 1993). Consequently, it is important for all issues of interest to be adequately and extensively addressed by the contract, in order to ensure that the parties have full control and discretionary determination of how the trade relationship is operated and executed. Rather than subjecting themselves to the uncertainty of unforeseen outcomes that might be legally valid in the absence of any inconsistent contractual terms. Hence, courts are obliged to confine the interpretation of contracts to the 'plain words and meaning which can be derived from the terms of the contract', as a basis for determining the rights and obligations of parties (*Fakuade v. O.A.U.T.H.*, 1993).

(ii.) Statutory provisions regulating contracts with a statutory flavour

A contract of employment possesses a statutory flavour when the nature, terms, and conditions of the contract are specifically provided for and legally regulated by legislation, or a 'special statutory provision' that 'reinforces the security of tenure' of the employee (*Fakuade v. O.A.U.T.H.*, 1993). A contract can also be imbued with statutory flavour when the statute is expressly recognized by the contract. When a contract is regulated by statute, the procedural dictates of the specific law concerned must be adhered to for the determination of the contract.

3. **Cases on Termination and Dismissal of Employee**s

The case of *Fakuade v. Obafemi Awolowo University Teaching Hospital* involved a nurse who was queried for missing property, as a result of which, she sent a written reply exonerating herself of any misconduct or unlawful conversion of the hospital's property. Nonetheless, on the 13th of November, 1987, she received a letter verifying the termination of her employment. Consequently, since she had not committed any offence, she challenged the validity of the termination, considering that she was 41 years old, with an expected retirement age of 60 years; and her termination appeared to go against the order of protocol since 'she was the only nurse retrenched at the time by the defendant although she was not the last nor the most junior nursing staff to be employed' by the hospital. Although her former employers admitted to the termination, they made an alternative claim that it was not a result of the query, but a consequence of a 'retrenchment exercise' that was aimed at reducing human capital investment for the purpose of cutting down overhead costs, thus

leading to the retrenchment of about 100 members of staff (*Fakuade v. O.A.U.T.H.*, 1993). Therefore, the court held in favour of the validity of the retrenchment process.

Fayemi v. Oyo State Local Government Service Commission involved a former staff member of the Ibadan East District Council, who allegedly embezzled funds of the Commission, which led to an investigation, and subsequent admission made by him, before the Disciplinary Committee that found him guilty, thus he was dismissed from service. Nonetheless, he was reinstated based on a series of appeals and was granted various appointments after his reinstatement. Nevertheless, he was once again dismissed summarily in 1984, so he filed an action against the Oyo State Local Government Service Commission, challenging his second dismissal, which occurred four years after his reinstatement. However, the case of the plaintiff was dismissed on the basis of failure to adhere to the condition precedents contained in sections 172 and 173 of the Local Government Law, Cap. 66, Volume IV, 1978, Laws of Oyo State, i.e. the commencement of the action within six months after the cause of the complaint, and service of a one-month notice to the Local Government prior to the commencement of the action (*Fayemi v. L.G.S.C, Oyo State*, 2005). The court also emphasized the fact that the original reason for dismissal was 'a complaint of stealing, which, as admitted, is one of crime, and time never runs against the state to punish' (Yerokun, 2015, p.246).

The case of *Local Government Service Commission & Ors v. Dada* was centered on the termination of employment, vide a letter which was challenged, with a claim for reinstatement and an alternative claim for salaries and gratuity. Before the termination of the respondent's appointment, his career was progressing; without any query, he had risen to the level of Administrative Officer Grade 1 in the Local Government Service Commission. In 1987, he was reprimanded via a letter alleging the poor execution of a leadership role. Subsequently, his appointment was terminated without any conversation or hearing to determine the validity of the claims made in the letter concerning the execution of his leadership role. Alternatively, the respondents claimed that the termination was executed by the Military Governor pursuant to the Public Officers (Special Provisions) Decree No. 17 of 1984.

In delivering judgment, the court considered the provisions of Sections 1(1) (a)-(d), 3(2) and 4(2) (a) of the Public Officers (Special Provisions) Decree No. 17 of 1984, which legitimizes and affirms the power of the Military Governor of that State or any authorized delegate – to terminate the employment of a public officer, if it is deemed as necessary for

the facilitation of improvements in the organization, department or public institution; if the officer in question is unable to perform his duties efficiently due to age or health impairments; the officer is involved in corrupt practices or any form of illicit enrichment; or the continued employment of the officer in question appears to be contrary to public interest; or if the termination is in-line with any enactment, or statute regulating appointments, benefits, dismissal and disciplinary control of public officers, which is in-force, and subject to the authoritative value of the Decree. Consequently, in line with Decree No. 17 of 1984, the court deemed the termination valid, due to its implementation by the Military Governor.

The case of *Ekunola v C.B.N* involved an employee of the Central Bank of Nigeria (CBN), who was initially a technician in 1965, but was eventually promoted to the position of Assistant Director of the Building Engineering Services Department, until his dismissal in February, 2000. Consequently, he challenged his dismissal by filing an action against the C.B.N at the Federal High Court, claiming 'a number of declaratory and injunctive reliefs.' Thus, he tendered various exhibits, including 'a query letter dated 19/3/99', a response to the query, a letter of suspension, and a letter of dismissal served on the 1st of February, 2000. Nonetheless, the court held that the appellant's dismissal was based on gross misconduct, deserving of summary dismissal. Consequently, in such cases dismissal can be legitimately executed 'without notice or any payment in lieu of notice', based on the fraudulent practice that necessitated the dismissal (*Ekunola v C.B.N.*, 2013).

In Federal Medical Centre *Iddo Ekiti & Ors. v. Michael*, the respondent was employed by the Federal Medical Centre as a clerical officer in 2002, and subsequently upgraded to the position of Assistant Executive Officer in 2005. 'As a result of downsizing, the respondent's appointment was terminated,' without any prior summons before a disciplinary panel, nor issuance of any query (Yerokun, 2015, p.363). Consequently, an action was instituted before the Federal High Court, contesting the termination. In consideration of the fact that the employment possessed a statutory flavour, the termination of employment was declared null and void. Thus, the court ordered a reinstatement by the Federal Medical Centre, in line with the dictates of the statute that guaranteed the respondent's employment rights (Yerokun, 2015, p.364).

A.C.B. Ltd v Sabastin Ufodu is a case involving a branch manager of African Continental Bank, who granted unauthorized loans and advances to customers without prior approval of the bank. Although the loans were unauthorized, they were executed prior to

the circular published for the purpose of informing staff not to grant such loans and advances. Consequently, the respondent was suspended in 1980 and subsequently dismissed in 1981. Thus, he commenced an action challenging his dismissal, and seeking an order of reinstatement, with due regard to the facts of the case, the trial court ordered African Continental Bank Ltd. to reinstate the branch manager. However, on appeal, Oguntade J.C.A refused the plaintiff's claim for reinstatement. Nevertheless, compensatory orders were made, including 'the balance of 50% of his salary which was withheld by the defendant during the period of plaintiff's suspension between 30/10/80 and 31/5/81 (*A.C.B. Ltd v Sabastin Ufodu*, 1997).

4. **Qualified Privilege**

In the context of labour relations, qualified privilege is a principle that exonerates previous employers, who make honest reports, bordering on inquisitive requests made to them, demanding information on the competency, efficiency, and ethicality of past employees, or other related issues. For example, in the case of *M.T.S v. Akinwunmi*, the respondent was a former employee of Michelin Tyre Services Ltd, who served in the company for a period of 14 years, within which she rose to the rank of Computer System Analyst/Programmer, before her employment was terminated on the 18th of May, 1998. Subsequently, on the 4th of December, 1998, she gained an appointment with First Bank of Nigeria Ltd. as Deputy Manager. Thus, a request was sent by the Bank to her former employer requesting a confidential report on her conduct during her period of service in Michelin Tyre Services Ltd, demanding information on a wide range of issues, including the reason for the determination of her employment, and an opinion on her character and suitability for employment. Michelin Tyre Services Ltd responded accordingly, thus reporting that she left the company as a consequence of the termination of her employment, due to an incident of –

Data tampering in a programme managed by her department, which resulted in a huge loss to the company; and that on her exit from the company she took with her all the source programmes which she developed while in the employment of the company and also whipped her personal computer clean of any trace of her 14 years of service with the company (*M.T.S v. Akinwunmi*, 2009).

Therefore, the Bank correspondingly terminated her employment on the basis of the report made by Michelin Tyre Services Ltd. Consequently, she reacted by instituting an action against her former employer, claiming aggravated damages for libel published in the letter dated 10th May, 1999, an injunction, and an 'unconditional and acceptable apology.' Consequently, her former employer, M.T.S Ltd, raised the defence of qualified privilege, and the 'honest belief that the statements were true.' Nonetheless, she claimed that the report was false and made with malicious intent. Although judgment was given in her favour at the court of first instance, M.T.S Ltd filed an appeal. Thus, it was held that –

(1.) Qualified privilege arises in situations where the author of a statement has an 'interest or duty, legal, social or moral' to make the communication to a corresponding party, who correlatively has an 'interest or duty to receive it' (*Mamman v. Salaudeen*, 2005).

(2.) The existence of an interest or legal, social or moral duty to make or receive specific information automatically 'destroys the inference of malice' (ibid).

(3.) The principle of qualified privilege exonerates the author of a statement from liability, except there is 'evidence of actual or express malice' (ibid).

(4.) When a report made by a former employer, to a new or prospective employer, is made on request, and honestly reported without malice, indicating information concerning the fitness or capacity of a worker, or the circumstances leading to the determination of the contract. Such an answer/response will be privileged (*M.T.S v. Akinwunmi*, 2009).

(5.) The exception to the applicability of the principle of qualified privilege is 'the evidence of actual or express malice' (ibid). Thus, verifying the qualified nature of the principle, which is applicable only when the author acts honestly and in good faith, rather than being absolutely applicable irrespective of the circumstances of the case. 'It is lost if the occasion which gives rise to it is misused' (ibid).

(6.) The determination of the validity of the defence of qualified privilege depends on the motive of the author (ibid).

(7.) The truth of the statement is not a consequential factor for determining the applicability of the principle of qualified privilege. However, the author must not act recklessly in a manner that implies the existence of malicious intent (*Ogoja L.G.A v. Offoboche*, 1996).

Malice is of two categories, namely, 'technical malice ', otherwise known as malice in law, which is always presumed in the plaintiff's favour and 'express malice', otherwise known as malice in fact, which is never presumed but must be proved by evidence. […] Evidence of malice may be either: intrinsic, that is, found in the words (a) themselves; or extrinsic, that is, found in external (b) circumstances unconnected with publication (*M.T.S v. Akinwunmi*, 2009).

The existence of qualified privilege and the possible ramifications procured by terminations has led courts to take steps towards protecting workers from wrongful dismissals. That is the basis of the recent decision of the National Industrial Court, which reportedly ruled against Retail Supermarkets Nigeria Ltd, over the wrongful termination of an employee, which Justice Dele Peters deemed an 'unfair labour practice, citing violations of company policy, employment contract terms, and international labour standards' (Josh, 2025). Considering that the termination was executed without granting the staff an avenue for a fair hearing, prior to her dismissal. Considering these state of affairs, the claimant averred that 'her termination was not only unjust, but carried stigma that damaged her reputation and hindered future employment opportunities' (ibid). Consequently, the court awarded damages for wrongful termination. A similar verdict was given by the Benin Judicial Division of the National Industrial Court, which declared the dismissal of an employee of Eco-Bank Nigeria Limited, as wrongful, being contrary to the terms of the contract of employment, and inconsistent with the principles of fair hearing, guaranteed by section 36 of the Constitution of the Federal Republic of Nigeria, 1999 (Josh, 2025). Thus, Justice Adunola A. converted the letter of dismissal issued by Eco-Bank Limited into a letter of termination (ibid). Hence, ordering the payment of damages.

5. The International Labour Organization Convention on Termination of Employment

The preamble of the Termination of Employment Convention recognizes the existence of new trends, which influence industrial practices, emerging technologies, and the economic situation of countries that necessitate the formulation of legal and administrative measures – now designed to be more compatible with modern labour and industrial challenges. Thus, the Termination of Employment Convention (TEC) is designed to tackle issues related to termination of employment at the initiative of the employer, which is the fifth item on the agenda of the General Conference of the International Labour Organization (ILO), held on the 2nd of June, 1982. Hence, the TEC was made universally

applicable to all employment arrangements and branches of economic activity (Article 1, TEC). Nonetheless, subject to collective agreements, statutory law, administrative practices, verdicts of courts, and arbitral awards (Article 2(1), TEC).

Irrespective of its general applicability, the TEC affords States the discretion to exclude specific categories of workers from the sphere of influence of the convention viz. periodic employees or workers engaged to execute special tasks (Article 2(2) (a), TEC); workers serving on a probation or conditional basis, aimed at assessing their qualification – to be 'determined in advance and of reasonable duration' (Article 2(2) (b), TEC); and workers casually employed on a short term basis (Article 2(2) (c), TEC). The TEC obliges States to implement adequate safeguards for the benefit of employees (Article 2(3), TEC). In line with the aim of the TEC, States are also afforded the discretion to consider the exclusion of a special class of employees, who are subject to more appropriate or context-specific institutional, legal, or administrative measures that adequately protect practitioners of certain fields, trades, or industries (Article 2(4) and (5), TEC). Consequently, the Convention obliges States, after ratification, to make a first report, pursuant to article 22 of the Constitution of the ILO, stating the category of workers exempted from the application of the TEC, as well as reasons justifying such exclusions – which are generally meant to be centered on protective or efficiency based considerations (Article 2(6), TEC).

The TEC is centered on terminations initiated by employers; therefore, emphasis is placed on the justifiability of such terminations (Article 3, TEC). Hence, proscribing unjustified dismissals, further advocating for employers to protect the interest of employees, and also to limit terminations to necessary and legitimate administrative decisions – 'connected with the capacity or conduct of the worker or based on the operational requirements of the undertaking, establishment or service' (Article 4, TEC). Consequently, the TEC proscribes termination or dismissals which are not executed in good faith or based on legitimate objectives, for instance when workers are dismissed due to membership or participation in trade union activities (Article 5(a) and (b), TEC); or on the basis of discriminatory considerations viz. tribe, ethnicity, race, etc., among other reasons stated therein (Article 5(a) – (e), TEC).

Temporary absence due to illness or injury is deemed an invalid justification for termination of service (Article 6, TEC). The TEC also places emphasis on fair hearing. Thus, employees are expected to have a chance to reply to complaints and allegations against them, so long as such measures are administratively practicable (Article 7, TEC). The TEC

prescribes the provision of impartial bodies such as courts, arbitral committees, labour tribunals, and other avenues for appeal, established to afford persons the right to appeal against unjustified terminations within a reasonable period of time after loss of employment (Article 8, TEC); in order for necessary remedies to be granted, including compensation (Article 10, TEC).

The TEC declares that employees are entitled to a reasonable period of notice, prior to the determination of the contract of employment, or compensation in lieu thereof, except in cases of serious misconduct (Article 11, TEC). In the case of termination, the TEC recognizes the right of employees to all legitimate entitlements as verified by law, contract or the customs of the trade, which can include unpaid wages, insurance benefits, severance payment, or other applicable entitlements in line with the nature of the contract (Article 12, TEC).

6. **Protecting the Rights of Employees as a Matter of Public Interest**

A contract of employment involves the execution of obligations and the fulfilment of expectations, which are foundational to the contract of service. On that account, there are various rights, which are the concomitant of contractual duties, for instance, the efficient execution of labour-related tasks, which verify entitlement to remuneration. However, regardless of the nature of the job, employers usually exercise broad discretion over the timing, content, assignment of tasks performed by employees, and the termination of the contract (Donald, 1977, p.187). Hence, emphasis has been placed on the proper regulation of employment relations in the context of its effect on respective cost-reward structures. The specification and enforcement of termination can be expected to influence the resources both parties devote to the contract in general (Donald, 1977, p.188). As the more secure the legal and administrative structure in place for regulating the contract, the more incentivized parties are to invest in the undertaking – for example, by ‘searching out mutually preferable employment arrangements’ and ‘investing in on-the-job training’ (ibid).

Considering the stakes involved, there are States which have taken steps to ensure the predictability and security of employment arrangements, for instance, through the prohibition of unilateral terminations in the Netherlands. Thus, terminations must be executed on the basis of mutual consensus (ibid). However, ‘in the absence of mutual agreement, the enjoined party must seek a termination permit from the district labour bureau at a hearing to determine if the reason for termination is consistent with legal criteria that define the public interest’(ibid). In contrast to the Netherlands, Nigeria adopts a more

laissez-faire approach to the determination of contracts of employment. Thus, as a general principle affording parties the unfettered right to terminate the contract, subject to the terms and conditions stated therein, or law in the case of contracts with a statutory flavour.

The fact that regulating the right to terminate employment is a matter of public interest is verified by case law, for example, as portrayed in the case of *Geary v. United Steel Corporation*. The case involved George Geary, who worked for the United States Steel Corporation for fourteen years, performing the function of a 'salesman of tubular products used in the oil and gas industry' (Clyde, 1976, p.481). However, the company began to market a new casting designed to be used under high pressure. Nonetheless, based on his analysis, the product had not been adequately tested and constituted a serious danger to users. On that account, he informed his superiors of the potential dangers associated with marketing the product. Nevertheless, he was ordered to "follow instructions", which he did (Clyde, 1976, p.481). However, irrespective of his execution of the instructions of superiors, he still 'expressed his misgivings to a vice-president in charge of sales' (ibid).

'As a result of his efforts, the tube was reevaluated and withdrawn from the market. Because of this his superiors summarily discharged him. He brought a suit claiming that his discharge was contrary to public policy, and constituted a prima facie tort' (ibid). Although the Supreme Court of Pennsylvania dismissed the case of George Geary, in view of the discretionary authority of employers to unilaterally terminate the contract of workers – "for any or no reason" (ibid). However, Justice Roberts adopted an alternative approach in his dissenting judgment, pointing out that no duty was violated, and it is inappropriate to punish an employee for acting 'in the best interest of his employer and society' (Clyde, 1976, p.481).

Conclusion

Although the right to work is guaranteed by law, it is still subject to the same conditions that enable, as well as stymie, the fruition of socio-economic rights, as alluded to by Article 22 of the UDHR, which makes reference to the resources and organization of each State. Thus, higher levels of economic development most likely procure more opportunities for work, and for sustaining adequate sources of livelihood. However, for persons who are subject to the terms and conditions of contracts and the discretionarily determined policy choices of establishments, their contracts can be terminated at will, either due to retrenchments, efficiency considerations, or dismissals. On that account, it is important for necessary safeguards to be put in place for the protection of the rights and

reputation of workers, as a measure for ensuring that all due wages are paid, and the possibility of securing subsequent job opportunities is not unjustly sabotaged by former employers, on the basis of their qualified privilege to make reports to prospective employers.

Considering these state of affairs, the National Industrial Court has taken steps to protect employees who have been subject to wrongful dismissals, by ordering the payment of salaries in lieu of notice, compensation and damages for failure to adhere to due process requirements, and an order for dismissals to be amended to terminations, which is necessary for protecting the reputation of workers. ILO's Termination of Employment Convention has also been implemented by Courts for protecting the rights of employees, and studies have verified the essentiality of protecting workers' rights as a matter of public interest (Clyde, 1976, p.481). Thus, states have a pivotal role to play in the protection of workers, through the mechanism of the executive, legislative and judicial arms of government, in regard to their respective administrative and regulatory functions.

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