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Guide to Employment Rights For Uganda



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Guide to Employment Rights

For Uganda

May 2025

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This legal guide covers the laws, regulations and procedures governing employment rights in Uganda, for Ugandan and foreign nationals, including refugees and migrant workers. It is intended as a reference guide for legal practitioners, as well as other organisations and individuals working on employment law issues in Uganda. This report is offered for information purposes only. It is not legal advice. Readers are urged to seek advice from qualified legal counsel in relation to their specific circumstances.



2. International Human Rights Framework on Work Rights

Uganda is a party to the 1951 Convention relating to the status of Refugees and its 1967 Protocol. The essence of the Refugee Convention was to codify the basic principles relating to recognition and protection of the rights of refugees at an International Level. Uganda has also signed and ratified a number of Conventions and Treaties incorporating work rights protections under International Law. Many of these Conventions fall under the supervision of the International Labour Organisation (ILO).

Treaties Uganda has signed/ratified include the following:

- Forced Labour Convention
- Abolition of Forced Labour Convention
- Discrimination (Employment and Occupation) Convention
- Equal Remuneration Convention
- Labour Inspection Convention
- Right to Organise and Collective Bargaining Convention
- Minimum Age Convention
- Worst Forms of Child Labour Convention
- Convention of the Rights of the Child
- International Covenant on Civil and Political Rights
- International Covenant on Economic, Social and Cultural Rights
- Freedom of Association and the Protection of the Right to Organise Convention
- Worst Forms of Child Labour Convention
- Employment Policy Convention
- Tripartite Consultation (International Labour Standards) Convention
- Right of Association (Agriculture) Convention
- Workmen's Compensation (Agriculture) Convention
- Workmen's Compensation (Accident) Convention
- Equality of Treatment (Accident Compensation) Convention
- Minimum Wage-Fixing Machinery Convention
- Labour Clauses (Public Contracts) Convention
- Protection of Wages Convention
- Minimum Wage (Underground Work) Convention
- Medical Examination of Young Persons (Underground Work) Convention
- Migrant Workers (Supplementary Provisions) Convention



- Collective Bargaining Convention
- Termination of Employment Convention
- Vocational Rehabilitation and Employment (Disabled Persons) Convention
- Asbestos Convention
- Violence and Harassment Convention

Information about additional treaties signed and ratified by Uganda is available on the ILO Uganda country page.¹

¹ ILO Convention ratifications for Uganda,
https://normlex.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:11200:0::NO::P11200_COUNTRY_ID:103324





3. National Legal Framework on Work Rights

The regulatory framework for workers' rights in Uganda is primarily the Ugandan Constitution and the Employment Act, Cap 226, and its regulations.

3.1. National Laws and Regulations

The most relevant laws and regulations governing employment rights in Uganda include the following:

- **Constitution of the Republic of Uganda and its amendments (1995):** Provides the legal framework for governance, the protection of fundamental rights, and the separation of powers.
- **Employment Act, Cap. 226:** Defines the fundamental rights of employees, sets out basic conditions of employment and regulates the obligations and relationship between the employee and employer.
- **Labour Unions Act, Cap. 228:** Grants employees the right to organise themselves into labour unions, engage in collective bargaining, and participate in lawful activities to further their interests, while prohibiting employers from interfering with these rights.
- **Minimum Wages Advisory Boards and Wages Council Act, Cap. 229:** Provides for the establishment of minimum wages advisory boards and wages councils and for the regulation of the remuneration and conditions of employment of employees.
- **National Social Security Fund Act, Cap. 230:** Establishes a mandatory contributory pension scheme, eligibility requirements and pension benefits.
- **Workers Compensation Act, Cap. 233:** Provides compensation for injuries suffered by employees at work.
- **Occupational Safety and Health Act, Cap. 231:** Promotes safety at the workplace by requiring employers to take all measures to protect their employees and third parties from the dangerous aspects of their undertakings.



- **Uganda Citizenship and Immigration Control Act, Cap. 313:** Sets out requirements for acquisition of work permits, temporary passes and permanent residence by foreign workers.
- **The Refugees Act, Cap. 312:** Sets out the rights and obligations of refugees.²
- **Employment (Recruitment of Ugandan Migrant Workers Abroad) Regulations, 2005:** Aims to regulate the recruitment and deployment of Ugandan migrant workers abroad to countries that have existing labour and social laws, or are signatories to international agreements protecting the rights of migrants.
- **Employment (Sexual Harassment) Regulations, 2012:** Provides for handling and management of sexual harassment complaints at the workplace. Under the regulations, employers with 25 or more employees are required to adopt a sexual harassment policy and designate a sexual harassment committee to handle any sexual harassment complaints.
- **The Labour Disputes (Arbitration and Settlements), 2006:** Provides for and regulates the settlement and adjudication of labour disputes by conferring jurisdiction on the Office of the Labour Officer and Industrial Court.
- **Universities and other Tertiary Institutions (Equating of Degrees, Diplomas and Certificates) Regulations, 2007:** Provides for the criteria and procedures for equating degrees, diplomas, and certificates obtained from foreign and local institutions in Uganda.

Government Ministries and agencies with responsibility for workplace issues include the following:

- Ministry of Gender, Labour and Social Development
- Ministry of Public Service
- Local Governments
- Equal Opportunities Commission
- National Social Security Fund
- Uganda Retirements Benefits Regulatory Authority
- Directorate of Industrial Training
- Business Technical Vocational Education and Training
- Ministry of Internal Affairs
- Directorate of Citizenship and Immigration

² The law does not specify what work opportunities require a work permit.



4. Employment Rights, Terms and Conditions

4.1. Employment Relationship

Under the Ugandan Employment Act, an **employee** is defined as a person "who has entered into a contract of service or an apprenticeship contract", including those "employed by or for the Government of Uganda" such as in public service, local authorities, or parastatals. It "excludes a member of the Uganda Peoples' Defence Forces."³

An **employer** is defined as any person or organisation "for whom an employee works or has worked" under a contract of service, including "a company, authority, partnership, parastatal organisation", and their "heirs, successors, assignees and, transferors."⁴

4.2. Protections Against Discrimination, Sexual Harassment, Forced Labour and Other Practices

Discrimination in employment is unlawful and includes any distinction, exclusion or preference based on race, colour, sex, religion, political opinion, national extraction, social origin, HIV status, disability or any other form of segregation if it unfairly limits, denies, or negatively affects a person's right to fair treatment at the workplace.⁵

Every employer shall ensure equal remuneration for male and female employees for work of equal value.⁶

Sexual harassment is prohibited in Uganda. An employee is considered to have been sexually harassed if the employer or a co-worker directly or indirectly requests any form of sexual favour with an implied or express promise of preferential treatment, a threat of detrimental treatment or threat regarding the employees present or future employment status; uses language, whether written or spoken, of a sexual nature; displays

³ Section 2 of the Employment Act, Cap 226

⁴ Section 2 of the Employment Act, Cap 226

⁵ Section 5(3) of the Employment Act, Cap 226

⁶ Section 6(7)



visual material of a sexual nature or engages in physical behaviour of a sexual nature.⁷ Employees who experience sexually harassment have the right to file a complaint with a Labour Officer.⁸

Forced and compulsory labour is defined as, work or service that someone is made to do “under the threat of a penalty”, such as losing rights or privileges, and which they did not choose to do freely or willingly is unlawful. Anyone who uses or assists in its use commits an offence punishable by a fine, imprisonment of up to two years, or both.⁹

The Minister of Labour may, by regulation, lawfully restrict the types of jobs available to migrant workers.¹⁰

4.3. Basic Work Rights

Basic work rights in Uganda include the following:

- Right to receive written particulars of the terms of employment¹¹
- Right to be paid regularly (daily, weekly, monthly) as agreed with the employer and to be paid on time¹²
- Right to receive an itemised pay statement of the wage paid¹³
- Right to annual, sick, maternity, paternity leave, public holidays and other types of leave¹⁴
- Right to working hours not more than 48 hours a week, although there are exceptions for overtime¹⁵
- Right to weekly rest after six consecutive days of work¹⁶
- Right to repatriation costs¹⁷
- Right to be heard before dismissal¹⁸
- Right to notice before termination of the contract¹⁹
- Right to join a Trade Union²⁰
- Right to a certificate of service upon end of service²¹
- Right to file a labour complaint upon violation of rights²²
- Right to severance allowance upon fulfilment of statutory conditions²³

⁷ Section 6(1) of the Employment Act, Cap 226

⁸ Section 6(2) of the Employment Act, Cap 226

⁹ Section 5(1) (3) of the Employment Act, Cap 226

¹⁰ Section 6(5) of the Employment Act, Cap 226

¹¹ Section 58 of the Employment Act, Cap 226

¹² Section 40,43 of the Employment Act, Cap 226

¹³ Section 49 of the Employment Act, Cap 226

¹⁴ Sections 53,54,55,56 of the Employment Act, Cap 226

¹⁵ Section 53 of the Employment Act, Cap 226

¹⁶ Section 50 of the Employment Act, Cap 226

¹⁷ Section 38 of the Employment Act, Cap 226

¹⁸ Section 65 of the Employment Act, Cap 226

¹⁹ Section 57 of the Employment Act, Cap 226

²⁰ Section 2 of the Labour Unions Act, Cap 228

²¹ Section 61 of the Employment Act, Cap 226

²² Section 92 of the Employment Act, Cap 226

²³ Section 86 of the Employment Act, Cap 226



4.4. Employer and Employee Obligations

The employment relationship creates mutual responsibilities. The following outlines the key obligations of both employers and employees under the contract of service.

4.4.1. Employer Obligations

- Duty to provide work²⁴
- Pay wages according to the terms of the contract²⁵
- Provide equal remuneration to male and female employees for equal work²⁶
- Maintain a payroll
- Ensure a safe working environment²⁷

4.4.2. Employee Obligations

- Duty to obey the lawful orders of the employer²⁸
- Owe an implied duty of care to the employer when carrying out their duties.
- Take reasonable care for their own health and safety as well as that of co-workers and others that may be affected by their actions²⁹
- Duty to inform any dangerous situation at work to their employer³⁰

4.5. Casual Employees

A casual employee is a person who works on a daily or hourly basis where payment of wages is due at the completion of each day's work.³¹ These contracts can be verbal or in writing.³²

A person cannot be employed as a casual employee for more than four months. After this period, they are no longer considered to be a casual employee become entitled to all rights and benefits available to other employees.³³

4.6. Specific Categories of Workers

4.6.1. Daily Labourers, Agricultural Workers or Seasonal Workers

Daily labourers, agricultural workers, and seasonal workers are covered by the Employment Act and its regulations, and are generally classified as casual employees. However, the Ugandan law prohibits employing a person on a casual basis for more than four months.³⁴ If a casual employee works continuously for four months, they are entitled to a written contract and must be confirmed as a permanent employee, with access to all applicable rights and benefits.³⁵

²⁴ Section 39 (1) of the Employment Act, Cap 226

²⁵ Section 40 of the Employment Act, Cap 226

²⁶ Section 5 (7) of the Employment Act, Cap 226

²⁷ Section 12 (2) (d) of the Occupational Safety and Health Act, Cap 231

²⁸ Smith & Wood's Employment Law, 12th Edition

²⁹ Section 12 (1) (a) of the Occupational Safety and Health Act, Cap 231

³⁰ Section 35(1) of the Occupational Safety and Health Act, Cap 231

³¹ Section 2 of the Employment Act, Cap 226

³² Section 24 of the Employment Act, Cap 226

³³ Regulation 39 (2) of the Employment Regulations

³⁴ Regulation 39(1) of the Employment Regulations, 2011

³⁵ Regulation 39 (2) of the Employment Regulations, 2011



For example, a hairdresser who has worked on casual terms for four months would be entitled to confirmation as a permanent employee. Once confirmed, an employee is entitled to the same rights and benefits as other regular employees.³⁶

4.6.2. Independent Contractors

The Employment Act does not define an independent contractor, however, courts consider the following factors to determine whether a worker is an independent contractor:³⁷

- The worker has control over what work is done, how it will be done, when and where it is done.
- They have the freedom to choose the place of work
- Their pay is not fixed and may vary depending on the job or agreement
- They provide or purchase their own tools or equipment
- They may work for more than one client at the same time
- They are not paid various benefits including leave
- Their roles are not embedded in the organisational structure

For example, an accountant who has their own office, bills clients by the hour or is paid an annual retainer and can hire a substitute to carry out the work, would be treated as an independent contractor.

On the other hand, an employee is subject to the organisation's procedures, forms part of the employer's regular business, and is expected to perform his or her duties in accordance with the employer's directives.³⁸ For example, a waiter who works full time at a restaurant and earns a salary at the end of the month would be regarded as an employee.

³⁶ Section 39(2) of the Employment Regulations, 2011

³⁷ Infectious Diseases Institute v Uganda Revenue Authority Civil Appeal No. 006 of 2022

³⁸ Godfrey Kyamukama case(supra)





5. Work Contracts

5.1. Types of Employment Contracts

Employment contracts can be either verbal or written.³⁹ The existence of an oral contract may be proven through documents including pay slips, salary acknowledgements, tax returns, National Social Security Fund (NSSF) membership statements, work identity cards or any formal communication from the employer.

5.2. Content of an Employment Contract

An employment contract must include the following terms and information:

- Full names and addresses of both the employee and employer⁴⁰
- Start date and duration of the contract⁴¹
- Job title and description of the duties⁴²
- Place of work⁴³
- Details of remuneration including the rate, method of calculation, payment intervals and any additional benefits⁴⁴
- Overtime rate payable⁴⁵ and working hours⁴⁶
- Number of annual leave days⁴⁷
- Terms and conditions relating to incapacity for work due to sickness⁴⁸

³⁹ Section 24 of the Employment Act, Cap 226

⁴⁰ Section 58(1) (a) of the Employment Act, Cap 226

⁴¹ Section 58(1) (b) of the Employment Act, Cap 226

⁴² Section 58 (1) (c) of the Employment Act, Cap 226

⁴³ Section 58 (1) (d) of the Employment Act, Cap 226

⁴⁴ Section 58 (1) (e) of the Employment Act, Cap 226

⁴⁵ Section 58 (1) (f) of the Employment Act, Cap 226

⁴⁶ Section 58 (1) (g) of the Employment Act, Cap 226

⁴⁷ Section 58 (1) (h) of the Employment Act, Cap 226

⁴⁸ Section 58 (1) (k) of the Employment Act, Cap 226



- Notice periods, where these exceed the statutory minimum⁴⁹

5.3. Probationary Contract

A probationary contract is a written contract of employment that lasts no more than six months and must clearly state that it is for a probationary period.⁵⁰

It may be extended once, for a further period not exceeding six months, with the employee's agreement. If the contract is terminated during the probationary period, the employer must give at least 14 days' notice or pay seven days' wages in lieu of notice.

5.4. Continuity of Employment

Employment contracts are generally presumed to be continuing unless they expressly provide for a fixed term. Long-term fixed term contracts are permitted, and the law does not specify a maximum duration for such contracts.

5.5. Restraint of Trade

A restraint of trade refers to any agreement that limits an employee's ability to work for another employer or to start their own business after leaving their current employment. Such an agreement is generally considered void unless the employer can demonstrate that the restriction is reasonable and necessary to protect the public interest.⁵¹

⁴⁹ Section 58 (1) (j) of the Employment Act, Cap 226

⁵⁰ Section 2 of the Employment Act, Cap 226

⁵¹ Section 20 (1) of the Contracts Act, Cap 284





6. Wages

A wage refers to any remuneration mutually agreed upon for work performed and must be capable of being expressed in monetary terms.⁵² Uganda currently has no minimum wage.

Employers are required to make timely payment of wages. Employees who work on a weekly basis shall be paid weekly, while those employed monthly basis must be paid monthly.

Key requirements regarding payment of wages include:

- An employee is entitled to an itemised pay statement from their employer⁵³
- Wages must be paid in the form of money⁵⁴
- Wages must be paid directly to the employee⁵⁵
- No deductions are allowed from wages unless they relate to tax, authorised subscriptions or pension contributions⁵⁶
- An employer is prohibited from advising employees on how to spend their wages⁵⁷
- All accrued wages must be paid within seven days from the date of termination of the employment contract⁵⁸

In cases where an employer fails or refuses to pay wages, a Labour Officer has the authority to terminate the employment contract. For example, if the employer fails to pay an employee's wages at the end of the month, the employee may file a complaint to the Labour Officer, who may take steps to formally terminate the employment.

⁵² Section 2 of the Employment Act, Cap 226

⁵³ Section 49 (10) of the Employment Act, Cap 226

⁵⁴ Section 40 (1) of the Employment Act, Cap 226

⁵⁵ Section 43 of the Employment Act, Cap 226

⁵⁶ Section 45 (1) of the Employment Act, Cap 226

⁵⁷ Section 42 (3) of the Employment Act, Cap 226

⁵⁸ Section 42 (6) of the Employment Act, Cap 226





7. Health, Safety and Workplace Conditions

The law recognises every employee's right to a clean and healthy environment.⁵⁹ Employers are legally obligated to ensure the safety, health and welfare of employees at work.⁶⁰ This includes putting in place measures to manage and reduce occupational risks.

For example, employers must provide protective gear where necessary, monitor and control the release of dangerous chemicals and supervise the health of workers exposed to dangerous hazards. This may include periodic medical examinations, maintaining medical records of workers, ensuring that workplace is free from risks to health and clearly displaying safety precautions.

Workplaces must be kept clean and well maintained with adequate lighting and structurally safe buildings. Employers are expected to provide safe drinking water, suitable meal facilities and a dedicated first aid room.⁶¹ Oversight and enforcement workplace health and safety standards is entrusted to the Commissioner for Occupational Health and Safety and Inspectors, who is empowered to enter work premises and verify compliance, in cooperation with employers.

Employee orientation plays a vital role in ensuring workplace safety. It provides new employees with important information about their potential workplace hazards, safe practices and workplace culture. A strong focus on safety during induction supports employee awareness, confidence and active participation in maintaining a healthy working environment.

⁵⁹ Article 39 of the Constitution of Uganda

⁶⁰ Occupational Safety and Health Act, Cap 231

⁶¹ Part VIII – Health and welfare Occupational Safety and Health Act, Cap 231



7.1. Employer Obligations for Workplace Health and Safety

Employers are obliged to:

- Provide adequate personal protective equipment⁶²
- Take all necessary measures to protect workers and the general public at the workplace⁶³
- Maintain a working environment free from anything likely to cause harm⁶⁴
- Provide and maintain plant and systems of work that ensure a safe working environment⁶⁵
- Provide adequate instructions and training to ensure workplace safety⁶⁶

It is mandatory for employers to obtain Workers' Compensation insurance to cover compensation for injuries and diseases sustained in the course of employment.⁶⁷ In addition, the employer is required to cover reasonable medical expenses related to workplace injuries.⁶⁸ This may include ambulance services, first aid, doctor's consultations and the cost of medication.

7.2. Employer's Liability for Workplace Injuries

Where a personal injury by accident arises out of and in the course of a worker's employment, the employer is liable to pay compensation in accordance with the Workers Compensation Act.⁶⁹

An injury is considered to arise out of and in the course of employment in the following situations:

- A worker takes action to protect a person on the employer's premises whom the worker believes to be injured or in danger
- When a worker takes steps to protect property on the employer's premises.
- When an accident occurs while the employee is travelling directly to or from his or her place of work for employment purposes (in such cases, the employee must show that such travel was direct.)

Compensation is payable whether or not the injury, incapacity or death of the worker was caused by their own recklessness or negligence. Any accident occurring during the course of employment is presumed - unless proved otherwise - to have arisen out of employment.

⁶² Section 18 (1) of the Occupational Safety and Health Act, Cap 231

⁶³ Section 12(1) (a) of the Occupational Safety and Health Act, Cap 231

⁶⁴ Section 12 (2) e) of the Occupational Safety and Health Act, Cap 231

⁶⁵ Section 12 (2) (a) of the Occupational Safety and Health Act, Cap 231

⁶⁶ Section 12 (2) (c) of the Occupational Safety and Health Act, Cap 231

⁶⁷ Section 18 (1) of the Workers Compensation Act, Cap 233

⁶⁸ Section 11 of the Workers Compensation Act, Cap 233

⁶⁹ Section 3 of the Workers Compensation Act, Cap 233



7.3. Compensation Entitlements

In the event of a workplace injury, an employee's compensation may include:

- **Death:** Compensation equivalent to 60 months' wages⁷⁰
- **Permanent total disability:** Compensation equivalent to 60 months' wages⁷¹
- **Permanent partial disability:** A percentage of 60 months' wages based on the severity of the injury⁷²
- **Temporary incapacity:** Compensation based on the duration of incapacity, type of injury and financial impact on the worker and their dependents.⁷³

7.3.1. Computation of Compensation

The Act outlines how compensation for workplace injuries death is calculated. The amount payable is based on the nature of the injury, the employee's monthly earnings, and whether the deceased (in case of death) has dependents who relied on their income.

The term injury includes both accidents and diseases as mentioned in relevant legislation. An injury may result in death or lead to temporary or permanent incapacity, affecting the employee's ability to perform the work they were engaged in at the time of the accident.

The term earnings is defined to include wages and any allowances paid by the employer, such as the value of food, accommodation or benefits in kind. Where a worker dies as a result of an accident for which the employer is liable, the dependants of the deceased are entitled to recover of the costs of medical treatment, burial and any other expenses related to the injury and death.

In addition to statutory compensation, an injured worker may bring legal proceedings to recover damages from the employer. However, any compensation already received under the law will be considered when assessing further damages.⁷⁴ This is to prevent double compensation and therefore unjust enrichment.

Protection under the law is only extended to migrant workers who are lawfully resident in Uganda. This means having a valid work permit or regularising their immigration stay is mandatory. Daily workers not formally on the payroll are not covered by formal workplace health cover unless they are engaged as employees. However, employers are required to provide all workers with protective equipment and first aid at their workplaces regardless of their employment status.⁷⁵

In addition, public health care services are available to all residents including free medical care in from public hospitals in the case of workplace injuries.

Oversight and enforcement of workplace health and safety standards is carried out by the Directorate of Labour, Employment, Occupational Safety and Health under the Ministry of Gender Labour and Social Development.⁷⁶

⁷⁰ Section 4(1) of the Workers Compensation Act, Cap 233

⁷¹ Section 5 (1) of the Workers Compensation Act, Cap 233

⁷² Section 6 (1) of the Workers Compensation Act, Cap 233

⁷³ Section 7 (1) of the Workers Compensation Act, Cap 233

⁷⁴ Section 17 of the Occupational Safety and Health Act, Cap 231

⁷⁵ Section 18(1) of the Occupational Safety and Health Act, Cap 231

⁷⁶ Section 39 of the Occupational Safety and Health Act, Cap 231





8. Social Security, Health and Workplace Insurance

The National Social Security Fund (NSSF) is a government social welfare program that provides benefits to retired or disabled individuals and their families, aiming to ensure a minimum level of economic security and support.

8.1. Employer Obligations

Every employer is required to register with the NSSF and make regular contributions on behalf of eligible employees.⁷⁷

Employers must:

- Register with the NSSF as contributing employers
- Deduct five per cent (5%) of each employee's gross earnings⁷⁸
- Contribute an additional ten per cent (10%) of the employee's gross monthly earnings
- Submit a total contribution of 15 per cent (15%) of gross earnings to the Fund by the 15th day of the following month⁷⁹
- Provide the NSSF with accurate information regarding each eligible their wages, and contributions
- Failure to register employees with the NSSF may result in penalties, including a fine of Ugx.10,000,000/=(USD.2,857.1) or imprisonment not exceeding one year upon conviction.⁸⁰

⁷⁷ Section 7(2) of the National Social Security Fund Act, Cap 230

⁷⁸ Section 11(1) of the National Social Security Fund Act, Cap 230

⁷⁹ Section 10(1) of the National Social Security Fund Act, Cap 230

⁸⁰ Section 45 of the Employment Act, Cap 226

8.2. NSSF Registration Process

8.2.1. Ugandan Nationals and Foreign Employees

Eligible individuals can register with the NSSF, using the NSSF Go App available for free from the Google Play Store and Apple App store.

Registration requires:

- A valid National Identification Number (for Ugandans) or Passport Number (for foreigners)
- A valid email address and phone number

Upon completion, the applicant receives an NSSF number.⁸¹

8.2.2. Refugees

Refugees residing in Uganda can access NSSF services by following these steps

1. Obtain the NSSF Registration from any NSSF branch office or the official NSSF website. (Ensure to get the latest version of the form to avoid processing delays.)
2. Fill out the registration form with accurate personal contacts and employment information.
3. Prepare the required supporting documents including:
 - A copy of the Refugee Identity Card issued by the Office of the Prime Minister (OPM) or other recognised entities as proof of refugee status.
 - Bank Account Details: These should include the account name, number, and bank branch to facilitate future transactions.
 - Tax Identification Number (TIN), this is issued by the Uganda Revenue Authority (URA) and is necessary for tax compliance. Refugees without a TIN should visit a URA office to register.
4. Submit the Application at the nearest NSSF branch office. An NSSF officer will verify the details and advise on any additional steps
5. Follow up on the application to ensure timely processing with the NSSF office to ensure the application is processed promptly.

Successful applicants will be issued with a NSSF number.

8.2.3. Eligibility and Registration

Under the NSSF Act any employee aged sixteen and above but below fifty-five years is eligible for registration. Employers may also apply for voluntary registration as contributing employers and any eligible employee under such an employer may also voluntarily apply for register as a member of the Fund.

Organisations can establish in-house social security schemes but these do not exempt them from statutory obligations.

⁸¹ <https://nssfgo.app/register/new-member>

8.2.4. Exemptions

The Managing Director of the NSSF may issue a certificate of exemption to employers engaging the following employees:

- Persons not ordinarily resident in Uganda who contribute to or are entitled to benefits from the social security scheme of another country, approved by the Minister.
- Persons not ordinarily resident in Uganda who contribute to or benefit from a comparable private or employment linked scheme approved by the Minister.

8.2.5. Tax and Dual Employment Contributions

Under the Income Tax Act, employers must withhold tax from employment income. If an employee works for more than one employer, each employer must contribute to the NSSF in respect of wages paid by them to an eligible employee.

8.3. Social Security Benefits

An employee who qualifies for NSSF benefits is entitled to receive their cumulative contributions and accrued interest. These contributions include the employee's deductions and the employer's matching contribution. The interest is calculated based on the Fund's annual declared rate, which is determined by the performance of NSSF's investment portfolio.

The benefits payable to an eligible member include:

Age Benefit: Payable upon attainment of 55 years of age⁸², Employees may access 20 per cent (20%) of their benefits at 45 years of age, provided they have contributed to the Fund for at least 10 years⁸³. This partial withdrawal offers financial flexibility in preparation for full retirement.

Withdrawal Benefit: Payable when an employee secures a job in an exempted sector such as the public service, armed forces, or other sectors with separate retirement or social security schemes.⁸⁴ The employee must provide evidence of their new employment status and exemption status to claim the benefit. This typically includes submitting official documentation such as an appointment letter, proof of exemption status for the new employer, and any other required identification documents. The benefit allows the employee to access the contributions they previously made to the NSSF before moving to the exempt sector, ensuring they do not lose access to their accumulated savings.

Invalidity Benefit: Provided in cases of permanent total incapacity due to mental or physical disability.⁸⁵ This benefit is intended to support individuals who, following a thorough medical assessment, are determined to be unable of engaging in any form of gainful employment due to their condition.

⁸² Section 20 (1) of the National Social Security Fund Act, Cap 230

⁸³ Section 21(2) of the National Social Security Fund Act, Cap 230

⁸⁴ Section 22 (2) of the National Social Security Fund Act, Cap 230

⁸⁵ Section 23 (1) of the National Social Security Fund Act, Cap 230

Survivor's Benefit: Payable to the dependant relatives (e.g. spouses, children, or in some cases, parents) of a deceased employee.⁸⁶ This benefit ensures a degree of social protection and financial support for those who depended on the deceased's income.

Emigration Benefit: Granted when an employee is permanently leaving Uganda.⁸⁷ It allows the individual to access the full amount of their accumulated contributions in their pension or social security accounts. The benefit ensures that individuals exiting the country can take their financial resources with them to support their transition and settlement in a new location.

8.3.1. Application Process for Emigration Benefit

Applications for emigration benefits must be submitted online via the NSSF portal. Required documentation includes:⁸⁸

- Current passport size photograph
- Valid identification (e.g. passport)
- Termination letter and certificate of service from the employer
- Proof of residence in the destination country (e.g. a green card or citizenship)
- Exit stamp from Uganda and/or entry stamp for the destination country
- Proof of cancellation of immigration status in Uganda (e.g. cancelled work permit)

Cancellation of Work Permit

To cancel a work permit before emigration, the following steps must be followed:

- Prepare a letter requesting for cancellation of the work permit, citing permanent departure
- Attach a resignation letter or certificate of service from the employer
- Submit all documentation to the Directorate of Immigration

The departing employee must be accompanied by the employer, who confirms that the individual is no longer employed and is leaving the country permanently.

Once the permit is cancelled, the individual must exit Uganda within a reasonable time.

⁸⁶ Section 25 (1) of the National Social Security Fund Act, Cap 230

⁸⁷ Section 24 of the National Social Security Fund Act, Cap 230

⁸⁸ <https://www.nssfug.org/benefits-products/benefits/benefits-emigration/>



9. Working Hours and Overtime

9.1. Working Hours

Working hours must not exceed 8 hours per day.⁸⁹

Employees who work in shifts can work in excess of 10 hours per day provided the average number of hours over three weeks does not exceed 10 hours per day or fifty-six hours per week.⁹⁰

Employers are required to provide employees a break of at least a 30-minutes each working day.⁹¹ In addition, employees are entitled to one day of rest after six consecutive days of work.⁹²

9.2. Overtime

An employee is entitled to overtime of one and a half times the normal hourly rate when worked on a regular working day and at two times the hourly rate when worked on a national public holiday.⁹³

⁸⁹ Section 52(1) of the Employment Act, Cap 226

⁹⁰ Section 52 (5) of the Employment Act, Cap 226

⁹¹ Section 52 (6) of the Employment Act, Cap 226

⁹² Section 50(1) of the Employment Act, Cap 226

⁹³ Section 52(8) of the Employment Act, Cap 226



10. Leave Entitlements

10.1. Annual Leave

Every employee is entitled to 21 working days of annual leave per year, provided they completed at least six months of continuous employment.⁹⁴ This entitlement is a statutory right to ensure employees have adequate time for rest and recuperation.

Employers are not permitted to terminate an employee for exercising their right to take annual leave.⁹⁵

The Ugandan Employment Act does not provide for an increase in annual based on years of service. This means the statutory minimum leave entitlement of 21 days per year remains fixed, regardless of the length of time an employee has worked with a particular employer.

10.2. Payment in Lieu of Leave

An employee is entitled to receive payment for any unused leave days at the end of their contract.⁹⁶ The payment should be calculated based on the employee's regular wage or salary at the time of termination, in accordance with the terms outlined in the employment contract, company policies, or relevant labour laws.

⁹⁴ Section 53(1)(a) of the Employment Act, Cap 226

⁹⁵ Section 74 (b) of the Employment Act

⁹⁶ Section 53 (5) of the Employment Act, Cap 226

For a claim of compensation to be upheld, the employee must prove that they requested for the leave and the employer declined to grant it.⁹⁷ Acceptable forms of proof can include written communication such as emails or letters, or any documented response from the employer declining the request. Without such proof, the claim may not be considered valid.

10.3. Carrying Leave Forward

Annual leave cannot be carried over into the next calendar year unless there is a contractual agreement between the employer and employee contractually allowing for this.⁹⁸ Where such an agreement exists, the employee is entitled to leave for both the previous and current calendar years.⁹⁹

10.4. Sick Leave

An employee who has completed at least one month of continuous service is entitled to sick leave with full pay for the first month of sickness.¹⁰⁰ If the illness continues beyond two months, the employer has the right to terminate the employment contract.¹⁰¹

The Uganda Employment Act does not provide specific provisions for sick leave to care for a sick child or dependant. Such arrangements are left to the discretion of the employee and employer, and may be outlined in employment contracts or workplace policies.

10.5. Maternity and Paternity Leave

A female employee is entitled to 60 working days of maternity leave, with full pay, which may only be extended by mutual agreement between the employee and employer.¹⁰² A minimum of four weeks of maternity leave must occur after childbirth or miscarriage.

A male employee is entitled to four working days of paternity leave, with full pay, to be taken immediately after the childbirth or miscarriage of a spouse.¹⁰³

10.6. Special Personal Leave

The Uganda Employment Act does not contain specific provisions for special personal leave, study leave, bereavement leave, or marriage leave. Granting such leave is subject to mutual agreement between the employer and employee and may be outlined in employment contracts or workplace policies.

⁹⁷ Florence Othieno v Uganda Broadcasting Corporation Civil Suit No.107 of 2013

⁹⁸ Section 53(1) (a) of the Employment Act, Cap 226

⁹⁹ Mbiika Dennis V Centenary Bank Labour Dispute Claim No.23 of 2014

¹⁰⁰ Section 54 of the Employment Act, Cap 226

¹⁰¹ Section 54(1)(a) of the Employment Act, Cap 226

¹⁰² Section 55 (1) of the Employment Act, Cap 226

¹⁰³ Section 56 of the Employment Act, Cap 226

10.7. Public Holidays

An employee is entitled to a day off on public holidays.¹⁰⁴ Where an employee is required to work on a public holiday, they are entitled to be paid at a rate not less than double their ordinary daily rate.¹⁰⁵

¹⁰⁴ Section 53 (b) of the Employment Act, Cap 226

¹⁰⁵ Section 53(2) of the Employment Act, Cap 226



11. Taxation

The income tax rates are progressive and calculated as follows:¹⁰⁶

Monthly chargeable income	Rate of tax
Not exceeding Ugx.235,000/= per month	Nil
Exceeding Ugx.235,000/- per month but not exceeding Ugx.335,000/= per month ¹⁰⁷	10% of the amount by which taxable income exceeds Ugx.235,000/=
Exceeding Ugx. 335,000/= per month but not exceeding Ugx.410,000/=	Ugx.10,000/= plus 20% of the amount by which taxable income exceeds Ugx.335,000/=
Exceeding Ugx.410,000/=	a) Ugx.25,000/= plus 30% of the amount by which taxable income exceeds Ugx.410,000/=. b) Where the taxable income of an individual exceeds Ugx.10,000,000/= per month, an additional 10% is charged on the amount by which the taxable income exceeds Ugx.10,000,000/=

¹⁰⁶ Third schedule of the Income Tax Act

¹⁰⁷ <https://ura.go.ug/en/domestic-taxes/pay-rates/>



12. Disciplinary Proceedings

Disciplinary action may be taken against employees for misconduct or poor performance in the workplace.¹⁰⁸

12.1. Categories of Misconduct

Misconduct at the workplace can either be minor or serious.

- Minor misconduct includes late arrival for work, unauthorized absence from work or failure to apply oneself properly to their duties
- Serious misconduct includes failure to obey reasonable orders of the employer, theft or wilful damage to property, wilful endangering of the safety of the employer, physical assault on an employer, inability to perform work by reason of voluntary intoxication or other misconduct of similar gravity¹⁰⁹

12.2. Misconduct Outside the Workplace

Disciplinary action can only be taken for conduct committed outside the workplace where the misconduct has a relevant connection with the performance of work, or the misconduct is likely to cause serious damage to the employment relationship. For example, if an employee assaults a co-worker outside work, this may negatively affect the working relationship and disrupt the work environment.¹¹⁰

Permissible disciplinary penalties include a written warning, reprimand and suspension from work.¹¹¹

An employee who wishes to challenge a disciplinary penalty must file a complaint with the Labour office within four weeks of the penalty being imposed.¹¹²

¹⁰⁸ Section 61(1) of the Employment Act, Cap 226

¹⁰⁹ Schedule 2 of the Employment Act, Cap 226

¹¹⁰ Agusi Franco V International Institute of Tropical Agriculture: Labour Dispute Reference No. 277 of 2021

¹¹¹ Section 61(2) of the Employment Act, Cap 226

¹¹² Section 63(1) of the Employment Act, Cap 226





13. Performance Appraisal

An employer is required to conduct an appraisal by assessing an employee's performance against numerous agreed upon targets. This assessment should be carried out by the employee's immediate supervisor, who is presumed to interact more closely with the employee.¹¹³

13.1. Performance Management and Improvement

Where an employee is not meeting performance expectations, an employer must have justifiable cause for placing an employee on a Performance Improvement Plan (PIP). The PIP is a structured process intended to assist the employee in improving their performance and it must be approached in a fair and supportive manner. The PIP process must include:

- Preliminary meetings with the employee to explain the purpose, expectations and structure of the plan
- A PIP Agreement signed by the employee and supervisor
- Clear identification of the areas that need improvement
- Specification of the source of additional resources necessary for the employee to meet their objectives.¹¹⁴

The purpose of the PIP is to assist the employee to improve. It is essential that the employer makes every effort to assist the employee and not create conditions that may lead to failure or frustration.¹¹⁵

¹¹³ Donna Kamuli v DFCU Bank (Labour Dispute Claim No.002 of 2015)

¹¹⁴ James Odong V Airtel Labour Dispute Reference No. 210 of 2018

¹¹⁵ James Odong V Airtel (supra)



14. Dismissal, Termination and Resignation

14.1. Grounds for Dismissal or Termination

Dismissal from employment generally arises from some form of misconduct on the part of the employee. Termination refers to the ending of the employment relationship for reasons other than misconduct, such as the expiry of a contract, redundancy, attainment of retirement age.¹¹⁶

Where an employee is accused of misconduct, they may be suspended with half pay for a maximum of four weeks to allow the employer sufficient time to conduct an investigation.¹¹⁷

If the outcome of the investigation forms the basis for allegations of gross misconduct, the investigation report must be provided to the employee before the disciplinary hearing. This ensures the employee is given a fair opportunity to review the evidence and prepare an adequate defence.¹¹⁸

14.2. Dismissal Procedures

Before an employee is dismissed, they must be given notice or wages in lieu of notice, except in cases involving serious misconduct.¹¹⁹ Dismissal without notice is only permitted if the employee has committed a fundamental breach of the employment contract, such as theft, physical assault on the employer, or inability to perform duties due to voluntary intoxication by drugs or alcohol.¹²⁰

¹¹⁶ Section 2 of the Employment Act, Cap 226

¹¹⁷ Section 62 (1) of the Employment Act, Cap 226

¹¹⁸ Airtel Uganda Limited V Peter Katongole (Labour Dispute Appeal No. 13 of 2022)

¹¹⁹ Disciplinary code, Schedule 2 of the Employment Act, Cap 226

¹²⁰ Section 68(1) of the Employment Act



Employers must observe the following minimum notice periods, based on the length of continuous service:¹²¹

Period of employment	Notice period
6 months but less than 1 year	2 weeks
1 year but less than 5 years	1 month
5 years but less than 10 years	2 months
10 years or more	3 months

It is permissible for an employer to make a payment of wages in lieu of notice, but the employee's consent must be obtained before doing so.¹²²

14.3. Procedural Requirements for Dismissal

Before dismissing an employee, the following procedural safeguards must be followed:

- The employee must be given notice of the allegations against them and sufficient time to prepare a defence¹²³
- The notice must clearly outline the allegations being made and the employee's rights during the disciplinary process, including:
 - The right to respond orally and /or in writing
 - The right to be accompanied at the hearing¹²⁴
 - The right to cross examine the employer's witnesses
- The employee should be given an opportunity to appear and present their case before an impartial disciplinary committee¹²⁵

While the hearing need not follow the same formalities as a court proceeding, it must still be conducted fairly. The hearing may take place in person or through written correspondence, depending on the circumstances.¹²⁶

An employer is required to give notice when dismissing an employee or make a payment in lieu of notice.¹²⁷ The law does not have defined procedures for Termination. If insufficient notice is given, an employee can file a claim with the Labour office for the monetary value of the notice period not granted.

14.4. Unfair Termination

Termination of employment is considered unfair if it is based on any of the following grounds:¹²⁸

- Pregnancy or maternity status
- Taking lawful leave (e.g., annual, sick, or maternity leave)

¹²¹ Section 57 (3) of the Employment Act, Cap 226

¹²² Section 57 (5) of the Employment Act, Cap 226

¹²³ Section 65(3) of the Employment Act, Cap 226

¹²⁴ Section 65(1) of the Employment Act, Cap 226

¹²⁵ *Ebiju James v Umeme Limited* Civil Suit No. 133 of 2012

¹²⁶ *DFCU Bank Limited v Donna Kamuli* Civil Appeal No. 121 of 2016

¹²⁷ Schedule 2 of the Employment Act, Cap 226

¹²⁸ Section 74 of the Employment Act, Cap 226



- Membership in a labour union,
- Race, colour, sex, religion, political opinion or other discriminatory grounds
- Initiating or participating in a labour complaint

If the Labour Office finds that the termination was based on unfair or unlawful reasons, the employer may be ordered to compensate the employee.

14.5. Termination Procedures

An employment contract may be terminated under the following circumstances:

- Death of the employer, where their legal position formed the basis of the employment relationship¹²⁹
- Bankruptcy or winding up of the employer's business¹³⁰
- Inability or refusal of the employer to pay wages¹³¹
- Expiry of a fixed-term contract¹³²
- Redundancy, due to economic, technological, structural or other similar reasons¹³³

An employer is required to pay all accrued wages and benefits to the employee within seven days from the date of termination.¹³⁴

14.6. Resignation Procedures

An employee may resign voluntarily from employment at any time, without being required to provide a reason. However, the employee must provide the same minimum notice period as required of the employer.¹³⁵

14.7. Terminal Benefits

Terminal benefits refer to payments given to the employee after termination, dismissal or retirement. These benefits must be expressly stated in the employment contract. Where the employment contract does not provide for terminal benefits, an employee is only entitled to unpaid wages, accrued leave days, severance allowance and repatriation allowance.¹³⁶

Where an employee was recruited to work at a location more than 100 kilometres from their home, the employer bears the cost of repatriation costs at the end of the employment contract.

¹²⁹ Section 28 of the Employment Act, Cap 226

¹³⁰ Section 29 of the Employment Act, Cap 226

¹³¹ Section 30(1) of the Employment Act, Cap 226

¹³² Section 64(1) (b) of the Employment Act, Cap 226

¹³³ Section 80 of the Employment Act, Cap 226

¹³⁴ Section 42 (6) of the Employment Act, Cap 226

¹³⁵ Section 57 (3) of the Employment Act, Cap 226

¹³⁶ Muhindo Jockus v Esco Uganda Limited Labour Dispute Reference No. 22 of 2020





15. Workplace Disputes and Appeals

Any employee whose rights have been violated by their employer during employment can file a complaint at the labour office.¹³⁷ In cases involving dismissal without a fair hearing, the complaint must be made within three months from the date of dismissal.¹³⁸

The complaint may be made by an ordinary letter and should include the following:

- Contact details of the employee lodging the complaint
- Proof of employment, such as an employment letter, work identity card, work permit, payment slips, remittance of NSSF slips etc.
- Basis of the claim for unlawful termination, such as the violation of employment rights
- Remedies sought, such as unpaid wages, annual leave, or reinstatement

15.1. Procedure for Resolving a Labour Dispute

The Labour Disputes (Arbitration and Settlement) Act outlines the procedure for resolving a labour dispute at a labour office in Uganda

- **Initial response:** A Labour Officer is required to respond to a reported labour dispute within two weeks
- **Dispute resolution options:** The Labour Officer may choose one or more of the following actions:
 - Meet with the parties to facilitate resolution
 - Appoint a conciliator to assist in resolving the dispute
 - Return the dispute to the parties with suggestions for settlement
 - Reject the report, providing reasons for the rejection
 - Inform the parties that the matter cannot be handled under the Act

¹³⁷ Section 92(1) of the Employment Act, Cap 226

¹³⁸ Section 65 (6) of the Employment Act, Cap 226



- **Referral to the Industrial Court:** A Labour Officer may refer a dispute to the Industrial Court if:
 - A party to the dispute requests it
 - The dispute remains unsolved after eight weeks

A Labour Officer does not have the power to entertain complaints based on defamation, assault, trespass, nuisance, false imprisonment, malicious prosecution or any claim arising out of a tort.^{139 140}

Labour Officers are appointed by the District Service Commissions¹⁴¹ and there are currently 77 permanent labour officers in the country.¹⁴²

A Labour Officer may resolve a complaint addressed to their office using mediation, conciliation, arbitration, adjudication or such other procedure which they deem appropriate.¹⁴³ However, only one dispute resolution mechanism may be applied per complaint. For example, a Labour Officer cannot mediate then also arbitrate the same matter.¹⁴⁴

If a Labour Officer fails to resolve a dispute through mediation, their authority is limited to either referring the matter to the Industrial Court or to the Commissioner of Labour for further handling.

15.2. Summary of Remedies Available.....

The following remedies may be granted by a Labour Office depending on the nature of the dispute:

Remedy	Circumstances when it is granted
Compensatory order of four weeks' wages	Awarded to an employee who has been unfairly terminated.
Additional compensation of an additional three month's wages	This is granted at the discretion of the Labour Office, taking into account the length of service, likelihood of finding alternative employment etc.
Unpaid wages	Granted when the employer has failed to pay the employee's wage.
Severance allowance	Payable in cases of unfair dismissal, death in service, physical incapacity, insolvency of the employer, or the employer's inability to pay wages.

¹³⁹ Section 92 (6) of the Employment Act, Cap 226

¹⁴⁰ A tort is a civil wrong (not a criminal offence) that causes harm or loss to another person, and for which the injured person may seek compensation in court.

¹⁴¹ Section 8 (4) of the Employment Act, Cap 226

¹⁴² <https://pla-uganda.org/publications/15-press-statement-in-commemoration-of-international-labour-day/file>

¹⁴³ Section 12 (1) (a) of the Employment Act, Cap 226

¹⁴⁴ Ben Rhaim Aimen v Granada Hotels (U) Limited Labour Appeal No. 002 of 2023



15.3. Appeals From a Labour Office Decision

A party that is dissatisfied with a decision of the Labour Officer can appeal to the Industrial Court on

- Matters of law (e.g. complaints related to incorrect interpretation of the law¹⁴⁵)
- Matters of fact may be appealed with the permission of the Court

An Appeal to the Industrial Court has to be filed within 30 days by lodging a Notice of Appeal to the Industrial Court.¹⁴⁶

The Industrial Court is a specialised court with the mandate to handle appeals and referrals from the Labour Office.¹⁴⁷ No fees are payable before filing claims at the Industrial Court. The rules of evidence are not applicable in civil proceedings before the Industrial Court.¹⁴⁸

The Industrial Court is located in Kampala¹⁴⁹ but also operates sub-registries across the country. A party dissatisfied with the decision of the Industrial Court may appeal to the Court of Appeal only on matters of law.¹⁵⁰

Important Note for Foreign Workers

A foreign employee without a work permit cannot obtain a remedy from a Court, as such a contract of employment is considered illegal.¹⁵¹ Legal protection is only afforded to lawfully employed migrant workers.¹⁵²

¹⁴⁵ Section 93 (1) of the Employment Act, Cap 226

¹⁴⁶ Regulation 45 (1) of the Employment Regulations

¹⁴⁷ Section 8(1)(a) of the Labour Disputes (Arbitration and Settlement) Act

¹⁴⁸ Section 13 (2) of the Employment Act, Cap 226

¹⁴⁹ Address: Plot 25-277 off Martyrs way, Ntinda, Kampala <https://industrialcourt.go.ug/about-us/>

¹⁵⁰ Section 23 of the Labour Disputes (Arbitration and Settlement) Act

¹⁵¹ Section 36 (2) of the Employment Act, Cap 226

¹⁵² Paul Kokeyo v Peacock Paints Limited





16. Special Employee Categories and Protections

16.1. Youth/Minors

The minimum age for employment of a child in Uganda is 16 years.¹⁵³

Child work is defined as light, safe work that does not interfere with a child's health, education, or development such as helping with family chores.¹⁵⁴

Child labour refers to any form of work that endangers a child's well-being or interferes with their education, including activities such as factory or construction work, domestic servitude, carrying heavy loads, working night shifts, or exposure to harmful substances.¹⁵⁵ It is punishable by law through imprisonment or a fine. The District Labour Office is responsible for investigating cases of child labour in the workplace.¹⁵⁶

16.1.1. Work that is prohibited for minors

It is prohibited to employ a child to perform any work that is injurious to his or her health, dangerous or hazardous.¹⁵⁷

16.1.2. Restrictions for working age minors

Children under the age of 12 may not be employed in any business, undertaking or workplace.¹⁵⁸ Children under the age of 14 years may be employed to perform light work under the following conditions

- The work must be done under the supervision of an adult aged 18 years or older¹⁵⁹
- The work must not interfere with the child's education¹⁶⁰

¹⁵³ Section 8(2) of the Children's Act, Cap 59

¹⁵⁴ Section 2 of the Employment Act, Cap 226

¹⁵⁵ Section 8(1) of the Children's Act, Cap 59

¹⁵⁶ Section 31(6) of the Employment Act, Cap 226

¹⁵⁷ Section 31(4) of the Employment Act, Cap 226

¹⁵⁸ Section 31(1) of the Employment Act, Cap 226

¹⁵⁹ Section 31 (2) of the Employment Act, Cap 226

¹⁶⁰ Section 31 (2) of the Employment Act, Cap 226



- The work is not physically, mentally or socially injurious to the child

Examples of light work include sewing, receiving guests, or working as a receptionist at family-friendly workplaces

Children must not be employed between the hours of 7:00pm and 7:00am.¹⁶¹

A child under 14 years is not permitted to work beyond 14 hours a week.¹⁶²

These provisions ensure that children's participation in light work does not compromise their education, health, or general well-being. The law is designed to strike a balance between allowing children to gain basic work experience and protecting their rights, safety, and future development.

16.2. Women

Women are entitled to equal pay with their male counterparts for work for equal value.¹⁶³

A female employee cannot be fairly dismissed or disciplined because she is pregnant or for any reason related to her pregnancy.¹⁶⁴

An expectant employee is not required to perform any work that is harmful to their health. She must be given flexible hours of work, lighter workload and alternative work arrangements where necessary.¹⁶⁵

A female employee who becomes pregnant has the right to return to the same job she held immediately before going on maternity leave. If that position is no longer available, she must be offered a reasonably suitable alternative position on terms and conditions that are no less favourable than those she would have received had she not taken maternity leave.¹⁶⁶

16.3. Disabled Workers

A disabled employee is defined as a person who has a functional limitation in daily life activities caused by a physical, mental or sensory impairment, combined with environment barriers, resulting in restricted participation in society on an equal basis with others.¹⁶⁷

Employers are prohibited from discriminating against a person with a disability on the basis of their disability.¹⁶⁸

16.3.1. Instances of Discrimination

An employer is deemed to discriminate against a person with a disability in any of the following situations:

- Refusing to accept an application on the basis of disability¹⁶⁹
- Applying selection criteria that excludes persons with a disability¹⁷⁰

¹⁶¹ Section 31(5) of the Employment Act, Cap 226

¹⁶² Regulation 3 of the Employment (Employment of Children) Regulations

¹⁶³ Section 5 (6) of the Employment Act, Cap 226

¹⁶⁴ Section 74 (a) of the Employment Act, Cap 226

¹⁶⁵ Regulation 42 of the Employment Regulations

¹⁶⁶ Section 55 (2) of the Employment Act, Cap 226

¹⁶⁷ Section 1 (1) of the Persons with Disabilities Act

¹⁶⁸ Section 9(1) of the Persons with Disabilities Act

¹⁶⁹ Section 9(3) (a) of the Persons with Disabilities Act

¹⁷⁰ Section 9(3) (b) of the Persons with Disabilities Act



- Using performance assessments that fail to account for the specific abilities or limitations of a person with a disability¹⁷¹
- Paying a disabled employee less than other employees performing similar tasks¹⁷²
- Excluding a disabled employee from promotions, on job trainings, scholarships or any other benefit on the basis on the basis of their disability¹⁷³
- Transferring a disabled person from a task they are able to perform to another they are unable to perform, based on their disability¹⁷⁴
- Failing to provide reasonable accommodation to a disabled employee to perform their job duties¹⁷⁵
- Subjecting a disabled employee to medical examinations that are not required from other employees¹⁷⁶
- Terminating the employment of a disabled employee on the basis of their disability¹⁷⁷

16.3.2. Employer Obligations

An employer is required to encourage persons with disabilities to apply for employment, provided they are capable of performing the role.¹⁷⁸ Recruitment methods must not discriminate against persons with a disability.¹⁷⁹

Employers must provide reasonable accommodations to an applicant with disability to enable them to attend a job interview and perform job tasks¹⁸⁰ which may include, installing a ramp, providing assistive technology, creating ergonomic workstations etc.

16.3.3. Complaints and Remedies

An employee who has experienced discrimination on account of their disability can lodge a complaint with the Equal Opportunities Commission.¹⁸¹ A disabled employee who has been unfairly terminated on account of their disability can also lodge a complaint with the Labour Officer.¹⁸²

16.4. Gig Workers

The Employment Act does not expressly define the term gig workers. However, the approach taken by the Court is to assess the true nature of the relationship between the worker and employer/client.

A gig worker who meets the test of an employee is entitled to full employment rights under the law. A gig worker that fails to meet the test of an employee is regarded as an independent contractor, in which case their rights and obligations are those limited to those provided for in the contract.

A gig worker can be employed as a casual employee to perform work on a daily or hourly basis provided that the term of service does not exceed four months.¹⁸³ A gig worker can also be engaged to perform piece work

¹⁷¹ Section 9(3) (c) of the Persons with Disabilities Act

¹⁷² Section 9(3) (d) of the Persons with Disabilities Act

¹⁷³ Section 9(3) (e) of the Persons with Disabilities Act

¹⁷⁴ Section 9(3) (f) of the Persons with Disabilities Act

¹⁷⁵ Section 9(3) (g) of the Persons with Disabilities Act

¹⁷⁶ Section 9(3) (h) of the Persons with Disabilities Act

¹⁷⁷ Section 9(3) (i) of the Persons with Disabilities Act

¹⁷⁸ Regulation 35 (1) of the Employment Regulations

¹⁷⁹ Regulation 35(2) of the Employment Regulations

¹⁸⁰ Section 9(2) of the Persons with Disabilities Act

¹⁸¹ <https://www.eoc.go.ug/the-complaints-process/>

¹⁸² Section 74 (g) of the Employment Act, Cap 226

¹⁸³ Regulation 39 (1) of the Employment Regulations



or daily tasks for an agreed remuneration.¹⁸⁴ Such an employee is not entitled to full employment rights such as leave and notice prior to termination.

A gig worker who has been employed as a casual employee is entitled to a written contract and entitlement to full benefits accorded to other employees after four months of service.¹⁸⁵ To access these benefits, the gig worker must formally write to his employer requesting conversion from casual to full-time terms. If the employer fails to convert the employment contract, the gig worker can file a complaint with the Labour Office.¹⁸⁶

A gig worker that does not desire to become a fulltime employee after the initial four months of working as a casual employee may elect to be contracted as an independent contractor whose rights are determined by the terms of the contract.

¹⁸⁴ Regulation 40 (1) of the Employment Regulations

¹⁸⁵ Regulation 39 (2) of the Employment Regulations

¹⁸⁶ Section 92(1) of the Employment Act, Cap 226





17. Apprentices, Interns and Trainees

17.1. Apprentices

Under the Employment Act, Cap 226, the definition of an employee includes an apprentice.¹⁸⁷ An apprentice is a person who, during their tenure of service, the employer is under a legal obligation to provide training in the knowledge and skills of a particular industry or trade. The law does not expressly define internship; however the description of an apprentice can reasonably be interpreted to include interns.

An apprentice or intern who meets the definition of an employee is entitled to full employment benefits during their tenure. The agreement between the employer and the apprentice must be in writing and registered with the Commissioner of Labour.¹⁸⁸

To meet full employee status and the associated benefits, an apprentice or intern must meet the following criteria:

- The agreement must incorporate the employer's obligation to teach the apprentice or intern the knowledge and skills of the industry or trade.
- The apprentice or intern must provide labour in exchange for a wage.
- The employer must exercise a sufficient degree of control over how the work is performed.
- The apprentice or intern must undertake their work exclusively at the employer's premises.
- The employer provides the necessary tools of work (e.g. laptops, furniture or equipment).
- The work performed by the apprentice or intern must be critical or essential to the mandate of the organisation.
- The apprentice or intern must work exclusively for the employer during the engagement
- The agreement between the apprentice or intern and employer must include additional benefits such as leave entitlements.
- The role of the apprentice or intern must be embedded in the organisation's structure.
- The other terms of the relationship must be consistent with the characteristics of employment¹⁸⁹

¹⁸⁷ Section 2 of the Employment Act, Cap 226

¹⁸⁸ Regulation 36(2) of the Employment Regulations

¹⁸⁹ Infectious Diseases Institute V Uganda Revenue Authority Civil Appeal No. 6 of 2022



17.2. Internships

Internships can be classified into three main types:¹⁹⁰

- Placements associated with formal education or training programmes organised by authorised education institutions. Student interns under such arrangements are not regarded as employees as they are not paid a wage and are under the supervision and control of the educational institutions. Consequently, they do not enjoy the full range of protections afforded to employees. However, they are entitled to protections under the Occupational Safety and Health Act during the placement.
- Periods of work experience in Active Labour market programme designed by Governments to assist the unemployed.
- Open market internships. Work experience in firms and organisations that does not fall in the foregoing categories.

17.3. Volunteers

The term volunteers is not expressly defined in the law, and volunteers are not classified as employees. As such, they are not entitled to employee benefits, such as wages, leave or notice before termination. However, they are entitled to protection against abuse of their rights during their term of service. These rights include:

- **The right to non-discrimination:** Volunteers should be treated equally without bias.¹⁹¹
- **Personal liberty:** No volunteer may be unlawfully detained or restricted in movement¹⁹²
- **Protection from inhumane or degrading treatment:** Volunteers are protected from physically abuse denial of basic needs and humiliation etc.¹⁹³
- **Freedom from forced labour or slavery:** Volunteers must serve willing and without coercion¹⁹⁴
- **Property rights:** A volunteer's property cannot be taken without compensation¹⁹⁵
- **Right to privacy:** A volunteer's privacy should be respected¹⁹⁶
- **Freedom of expression, religion, and association:** A volunteer is entitled to express their thoughts, practise their faith, and join associations¹⁹⁷

¹⁹⁰ International Labour Organisation Employment working paper No 240 of 2018; The regulation of internships: A comparative study

¹⁹¹ Article 21 of the Constitution of the Republic of Uganda

¹⁹² Article 23 of the Constitution of the Republic of Uganda

¹⁹³ Article 24 of the Constitution of the Republic of Uganda

¹⁹⁴ Article 25 of the Constitution of the Republic of Uganda

¹⁹⁵ Article 26 of the Constitution of the Republic of Uganda

¹⁹⁶ Article 27 of the Constitution of the Republic of Uganda

¹⁹⁷ Article 29 of the Constitution of the Republic of Uganda





18. Vocational Training

Vocational training in Uganda is provided by public and private learning centres. Public institutions include community polytechnics, vocational training centres, technical institutes and colleges. Private learning centres are also permitted to offer vocational training.

All training institutions must be accredited by the Directorate of Industrial Training which serves as the regulatory body.¹⁹⁸ The Directorate also assesses and awards Uganda vocational qualifications.¹⁹⁹

18.1. Rights of Vocational Trainees

Vocational trainees are not classified as employees under the law and therefore are not covered under by social security laws. As a result, compensation for workplace accidents is limited to employees.²⁰⁰ However, employers have a duty to protect trainees from the risks associated with health and safety while at the workplace.²⁰¹

¹⁹⁸ Section 14(e) of the Business, Technical, Vocational, Education and Training Act, 2008

¹⁹⁹ Section 14 (h) of the Business, Technical, Vocational Education and Training Act, 2008

²⁰⁰ Preamble to the Workers Compensation Act, Cap 233

²⁰¹ Section 22(1) of the Occupational Safety and Health Act, Cap 231





19. Workers Associations and Trade Unions

Under Ugandan labour law, employees have the freedom to join a labour union of their choice, which right is protected under the Constitution of Uganda.²⁰² Employees also have a right to organise themselves into or participate in the activities of any labour union of their choosing.²⁰³

19.1. Role of Workers Associations

Labour Unions are organisations created by employees to represent their rights and interest through collective bargaining, advocacy and creating awareness on labour-related matters.²⁰⁴

The Labour Unions Act further provides that employees have a right to organise themselves in any labour union, and participate in the running of the union, engage in collective bargaining through a representative of their choice, withdraw their labour and take industrial action.

Employers are prohibited from interfering with an employee's right to associate.²⁰⁵ Any interference is considered an offence and can result in criminal liability.²⁰⁶

Labour unions play an important role in supporting more sustainable and equitable working conditions. Their focus has traditionally focused on job security, workplace conditions and fair treatment. Environmental concerns and sustainable development are usually not high on the agenda of labour unions.

²⁰² Article 29 (e) of the Constitution of the Republic of Uganda

²⁰³ Section 2 of the Labour Unions Act, Cap 228

²⁰⁴ Section 2 (supra)

²⁰⁵ Section 4 of the Labour Unions Act, Cap 228

²⁰⁶ Section 5 of the Labour Unions Act, Cap 228



19.2. Key Benefits of Joining a Trade Union

Joining a labour union offers employees a range of benefits aim at protecting their rights, improving working conditions and empowering them both socially and economically. Key benefits include:

- Representation of worker's interests through advocacy, engagement in policy reform and development of by-laws to protect vulnerable workers such as domestic workers
- Education, sensitisation and training on workers' rights and obligations
- Improvement of working conditions, including issuing of employment contracts, negotiation of terms and conditions, salary and wages
- Sense of identity and solidarity among organised workers including providing membership cards
- Economic empowerment through enrolment into the workers SACCOs, and Entrepreneurship training.
- Job security through grievance handling, problem or dispute settlement and representation

19.3. Freedom of Collective Bargaining

The Constitution of Uganda and the Labour Unions Act grant workers the right to bargain collectively through representatives of their choice. A collective agreement is a written agreement concerning the terms and conditions of employment entered into between:

- One or more labour unions and one or more employers, or
- One or more labour unions and one or more employer's organisations

The terms of the collective agreement must be concluded in writing and contain a reference to the manner and date by which it may be reviewed²⁰⁷ A copy of collective agreement, including any amendments or variations must be registered with a Labour Officer.

Even if not registered, the collective agreement remains enforceable between the parties. A signed agreement must be lodged with the Registrar of Labour Unions within 28 days from the date the agreement is made.

19.3.1. Legal Consequences for non-compliance

Any person who violates the law regarding the registration of collective agreement commits an offence and is liable, upon conviction to a fine of up to 24 currency points, imprisonment up to one year or both. Once registered the terms of the collective agreement are deemed to be incorporated in the employment contract of the affected workers.

19.3.2. Process and relevance of collective bargaining agreement

- **Initiating Negotiations:** The process begins when a trade union initiates negotiations with an employer or employers' organisation. The parties set ground rules, establish negotiation procedures, and submit initial proposals.
- **Presenting Proposals and Demands:** Each party presents its proposals and demands. The trade union advocates for workers' interests, including issues such as wages, working hours, benefits, and workplace conditions, while the employer responds with their counterproposals and concerns.
- **Reaching Consensus:** Negotiations involve discussions, consultations, and compromises until both parties reach a consensus. If necessary, mediators or conciliators may be involved to facilitate the process and ensure fair outcomes.

²⁰⁷ Section 39(1) Labour Dispute Arbitration and Settlement Act



- **Signing the Collective Bargaining Agreement:** Once an agreement is reached, a written Collective Bargaining Agreement (CBA) is prepared and signed by both parties. The CBA serves as a legally binding contract that outlining the agreed terms and conditions of employment for the workers represented by the trade union.

19.3.3. Relevance and benefits of collective bargaining agreements (CBAs)

CBAs are instrumental in protecting workers' rights and welfare by setting standards for wages, benefits, working conditions, and leave entitlements.

Key benefits can include:

- **Improved Working Conditions:** Workers can negotiate for improved working conditions, health and safety measures, and professional development opportunities.
- **Conflict Resolution and Industrial Peace:** CBAs provide measures for dispute resolution, helping to reduce the likelihood of labour unrest and promoting industrial peace.
- **Promoting Economic Growth and Productivity:** Fair labour practices and stable industrial relations contribute to a productive and motivated workforce, fostering economic growth and development.
- **Strengthening Social Dialogue:** The collective bargaining process fosters mutual understanding and cooperation between employers and workers, supporting long-term workplace sustainability.

19.4. Right to Strike

The right to strike is recognised under the Constitution of Uganda, but it is strictly regulated. According to the Labour Union Act, a strike is defined as a 'a go slow' and 'a sit down' by a body of persons employed and acting in combination or a concerted refusal or a refusal under a common understanding, of any number of persons employed to continue to work for an employer in consequence of a dispute, done as a means of compelling the employer, or to aid other workers, to accept or not to accept terms or conditions affecting the employment.²⁰⁸

Workers have the right to organise, withdraw their labour and take industrial action. However, this right is subject to the following requirements:

- A compulsory 30-day mediation period must be observed before any lawful strike action can occur
- Workers may not threaten non-striking employees, and they cannot stop other employees from reporting to work during a strike
- Strike action is prohibited in essential services unless written notice given to the employer, not earlier than 14 days and not later than 22 days before the intended strike. The Labour Disputes (Arbitration and Settlement) Act prohibits employers from taking civil action against workers participating in a legal strike.

A strike is considered illegal if:

- It is not peaceful
- It does not comply with the provisions of Labour Law.
- It aims to revise a Collective Bargaining Agreement or arbitral award still in force

Anyone who induces an unlawful strike, as declared unlawful by the Labour Officer, commits an offence and is liable to a fine up to 24 currency points, or imprisonment up to 1 year, or both.

²⁰⁸ Part 1 Section 2 Labour Unions Act, Cap 228





20. Foreign Workers

20.1. General Provisions

Foreign workers are entitled to employment in Uganda and are generally not restricted to certain sectors of work, with the exception of roles related to national security, such as the armed forces. Many regulated professions - including law, medicine, engineering, surveying and architecture have minimum entry requirements that must be met by all practitioners including foreign nationals.

Foreign workers with qualifications obtained outside Uganda may apply to the National Council of Higher Education for equating and recognition of their academic and professional credentials.²⁰⁹

All foreign workers require a work permit to work in Uganda.²¹⁰

Depending on the nature of the role, the Directorate of Citizenship and Immigration may require an employer or applicant for a work permit to demonstrate that the organisation was unable to recruit a suitably qualified Ugandan for the position being offered to a foreign national.²¹¹ This does not apply for refugees.

20.2. Employment Rights of Refugees in Uganda

Refugees in Uganda have the right to work, which is recognised under both international and domestic law. Unlike other foreign nationals, refugees are exempt from paying work permit fees. However, employment without a work permit is illegal including for refugees.²¹²

Legal Frameworks Supporting the right to Work for Refugees:

- **The 1951 Refugee Convention:** Establishes the minimum standards for the treatment of refugees, including the right to work while displaced.

²⁰⁹ The Universities and other Tertiary Institutions (Equating of Degrees, Diplomas and Certificates) Regulations, 2007

²¹⁰ Section 53 of the Uganda Citizenship and Immigration Control Act, Cap 313

²¹¹ <https://immigration.go.ug/entry-permit/class-g2>

²¹² Section 36 (2) of the Employment Act



- **The 1967 Protocol:** Expands the scope of the 1951 Convention by applying its provisions to a broader range of refugee situations.
- **The Uganda Refugee Act, 2006:** Grants refugees the right to access employment opportunities and engage in gainful work.

Key rights in the context of employment

- **The right to non-refoulement:** Refugees cannot be returned to a country where they face serious threats to their life or freedom.
- **The right to remain in the country of asylum:** Refugees have the right to remain in the country they have sought protection and must not be arbitrarily removed.
- **The right to be treated fairly and without discrimination:** Refugees have the right to be treated fairly and without discrimination.
- **The right to work:** Access to employment supports improved socio-economic outcomes for refugees, higher income and self-reliance levels, better psycho-social outcomes, contribution to national development and reduced demand for onward migration.

20.2.1. Procedural Requirements

To benefit from the work permit fee exemption and lawful access employment. Refugees must present a valid refugee identification card. The work permit application process for refugees is generally the same as that for other foreign nationals except for the exemption of payment.

20.3. Work Permit Application Process

A work permit application is lodged online via the official immigration portal at www.visas.immigration.go.ug. For most foreign workers, the class G2 work permit is the most appropriate category. This class covers foreign expatriates employed in Uganda, including salaried employees working in NGOs.

Required Documentation for a Work Permit Application²¹³

- Valid passport (bio data page)
- Recent passport-size photograph
- Cover letter from the employer
- Valid certificate of good conduct from Interpol
- Valid Tax clearance certificate
- Proof of current immigration status
- Employment contract
- Certified copies of academic and professional qualifications
- List of employees in the organisation

20.3.1. Cost of Work Permits²¹⁴

Duration	Cost (USD)	Non-Refundable Portion
6 months	1,250	Included
12 months	2,500	1,500
24 months	5,000	1,500
36 months	7,500	1,500

²¹³ <https://immigration.go.ug/entry-permit/class-g2>

²¹⁴ Uganda Citizenship and Immigration Control (fees) Regulations, 2021



Refugees are exempt from paying work permit fees.

Work permits are issued by the Directorate of Citizenship and Immigration Control (DCIC).

20.4. Employer Sponsorship and Organisation Code

Work permits must be sponsored by the employer, who is required to possess an official organisation code. To obtain this code, the employer must:

- Have a duly registered business supported by a certified copy of the Certificate of incorporation (for companies) or a Certificate of Registration (for partnerships)
- Be tax compliant, evidenced by a Tax Clearance Certificate from the Uganda Revenue Authority.
- Provide proof of investment supported by a bank statement, receipts for purchase of equipment etc.
- Provide proof of physical location and active contact details²¹⁵

20.5. Legal and Social Security Considerations

Foreign workers are covered under Uganda's social security law and may claim their benefits upon permanent departure from the country.²¹⁶

Only foreign workers whose employment has been regularised and who are lawfully working in Uganda can bring legal claims against their employer in court.²¹⁷

It is an offence for a foreign worker to engage in employment without a work permit, punishable by a fine or imprisonment.²¹⁸

²¹⁵ <https://www.immigration.go.ug/forms/organisation-profiling-form-e-permits>

²¹⁶ Section 24 of the National Social Security Fund Act, Cap 230

²¹⁷ Section 36 (2) of the Employment Act, Cap 226

²¹⁸ Section 53(2) of the Uganda Citizenship and Immigration Control Act, Cap 313





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