

THE DOCTRINE OF MOONLIGHTING: A COFTU LEGAL UPDATE

“Industrial Court confirms that you can not serve two full-time employers at once”

On 23rd July 2026, the Industrial Court of Uganda delivered an important ruling in **Dr. Fredrick Kiwuwa Lugya v Cavendish University Uganda Labour Dispute Reference No. 220 of 2018**. The case addressed a question many Ugandan workers face i.e. **can you legally hold two full-time jobs at once?**

BRIEF FACTS.

Dr. Lugya was a full-time Senior Lecturer at Cavendish University. His contract required him to work full-time and explicitly barred him from taking up other full-time employment. Unknown to the university at the time of hiring, he was concurrently working as a full-time employee at Makerere University. When Cavendish discovered this dual employment, it held a disciplinary hearing and summarily dismissed him. Dr. Lugya sued, claiming unfair dismissal and arguing the non-compete clause was an unreasonable restraint of trade, and that management was aware of his other job.

WHAT THE INDUSTRIAL COURT RULED.

The Court ruled in favour of the employer, finding the dismissal both procedurally and substantively fair. The key points to note are:

- **Dual full-time employment is unlawful.** No employee can genuinely give full-time devotion to two employers at once. The Court noted that standard working hours are restricted at 48 hours a week, making serving two full-time masters "humanly impossible" without a magician's powers.
- **The employee's duty of fidelity matters,** i.e. every employee owes their employer honesty, loyalty, and exclusive devotion of their contracted time. Secretly holding two full-time posts inherently destroys the trust between employer and employee.
- **Meeting your targets (KPIs) isn't a defence.** Dr. Lugya argued that he performed well at both jobs and his employer suffered no measurable disadvantage. The Court rejected this no harm, no foul defense, stating the breach is in the act of secretly holding two full-time posts, not in whether performance visibly suffered.

- **A disciplinary committee doesn't need every named office filled.** The claimant argued the disciplinary committee was improperly constituted because certain roles like the Legal Officer were missing. The Court ruled that where an HR policy allows management to constitute a committee on a case-by-case basis e.g., due to vacancies, it is valid provided it is not a one-person committee and is not chaired by the accuser.
- **Academic freedom has limits.** While international guidelines allow academics to engage in outside professional activities, the Court clarified that this only applies if it doesn't clash with the primary employer's policies or national laws. It does not excuse concealed full-time double employment.

WHAT THIS RULING MEANS FOR:

A. Employees

- Read your contract carefully. Pay close attention to exclusivity and non-compete clauses carefully before taking on a second role.
- Disclose any other employment to your employer since concealment is treated seriously.
- Part-time work, consultancies, or side businesses done in your own time are generally fine, provided your contract permits them and they don't compete with your employer.
- My employer knew and didn't mind is a weak defence if there's no written agreement changing your contract terms.

B. Employers

- A written non-compete/exclusivity clause is enforceable and protects you if a full-time employee secretly takes another full-time job.
- You don't need a perfect disciplinary committee but you must follow your own HR policy, avoid single-member panels, and keep the accuser off the panel.
- Verbal assurances by line managers that a clause "won't be enforced" do not bind the institution unless reduced to writing.

COFTU's Take away

This ruling reinforces a basic principle of the employment relationship, that your working time belongs to your primary employer, and honesty about your circumstances is not optional. Unions should encourage members to formally disclose secondary income-generating activities and to understand their contracts. At the same time, employers are reminded that lawful dismissals require disciplinary processes to be strictly fair, impartial, and well-documented.