



**Waweru v Zanafrica Group Limited & another (Cause E371 of 2021)
[2025] KEELRC 2449 (KLR) (18 September 2025) (Judgment)**

Neutral citation: [2025] KEELRC 2449 (KLR)

**REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI
CAUSE E371 OF 2021
HS WASILWA, J
SEPTEMBER 18, 2025**

BETWEEN

WILMA WAMBOI WAWERU CLAIMANT

AND

ZANAAFRICA GROUP LIMITED 1ST RESPONDENT

ZANAAFRICA PROGRAMMES 2ND RESPONDENT

JUDGMENT

1. The Claimant instituted this claim vide a Statement of Claim dated 19th April 2021 based on grounds that the Respondent unfairly and unlawfully dismissed her employment. She prays for judgment against the Respondent for:
 - i. A declaration that the Claimant dismissal from employment by the 1st Respondent was unfair and unlawful.
 - ii. A declaration that the Claimant's dismissal from employment by the 2nd Respondent on account of redundancy was unfair and unlawful.
 - iii. The Claimant be paid her terminal benefits as set out in paragraph 14 hereinabove totalling to Kshs. 8,284,000.
 - iv. The 1st and 2nd Respondents be ordered to compensate the Claimant for wrongful termination on account of unfair redundancy at the equivalent of 12 months' salary.
 - v. The Honourable Court do issue such orders and give such directions as it may deem fit to meet the ends of justice.
 - vi. The Respondent to pay the costs of this claim.
 - vii. Interest on (iii), (iv) and (vi) above the court rates.



Claimant's Case

2. The Claimant avers that she was offered employment on 22nd August 2016 as a Production Manager on a permanent basis earning a basic monthly salary of Kshs. 230,000 excluding house allowance.
3. The Claimant avers that she served her probation period and was confirmed as a permanent employee. She worked for the 1st Respondent with due diligence and faithfulness until 30th November 2017 when the 1st Respondent undertook an appraisal exercise and she issued with a backdated extension of employment agreement dated 22nd September 2017 purporting to extend her permanent contract of employment dated 22nd August 2016.
4. The Claimant avers that upon issuing the extension of employment letter dated 22nd September 2017, an extension contract for the year 2018 was never issued but he was issued a three-month contract dated 1st September 2019 which was to run until 31st December 2019.
5. It is the Claimant's case that during this period, the 1st Respondent registered the 2nd Respondent as a separate entity as part of a restructuring process in which the 1st Respondent was to conduct profit making ventures whereas the 2nd Respondent was to undertake its non-profit activities.
6. The Claimant avers that on 19th December 2019, the 1st Respondent terminated her employment without notice and refused to pay her full terminal dues; she was only issued with a certificate of service contrary to Section 41 and 43 of the Employment Act.
7. The Claimant avers that on 1st January 2020, the 2nd Respondent offered the Claimant a one-year employment as the Manager Partnership and Communications earning a basic monthly salary Kshs. 250,000 excluding house allowance.
8. Vide a letter dated 9th September 2020, the 2nd Respondent terminated her employment on account of redundancy. Prior to this, the 2nd Respondent did not communicate to its employees through any legal notices on the intended restructuring process or hold consultative meetings to discuss the impact of the redundancy on the Claimant and or other employees.
9. It is the Claimant's case that the reasons for termination given by the 2nd Respondent were not genuine and the procedural requirements under Section 40 and 43 of the Employment Act were not complied with.
10. The Claimant avers that there was no basis of her termination from employment legal procedures were not followed and no valid reason exists for the Respondents' action.

Respondents' Case

11. In opposition to the Claim, the Respondents' filed a Memorandum of Response dated 17th September 2021.
12. The Respondents admit that the Claimant was employed by the 1st Respondent vide a contract of employment dated 19th August 2016 in the managerial position of Production Manager with effect from 21st September 2016 at a gross monthly salary of Ksh. 230,000. According to the contract, the Claimant was not entitled to any payments, allowances or benefits save for those which were expressly provided therein, therefore, he is not entitled to a separate house allowance.
13. The Respondents aver that the Claimant's salary was subsequently increased vide letters dated 16th December 2016 and 23rd November 2017 and that the Parties, at all material times, enjoyed a good working relationship.



14. The Respondents aver that the Claimant's employment was extended for one year vide a letter dated 22nd September 2017 and terms of his employment was amended from a permanent to a fixed term position by mutual agreement and in accordance with Section 10(5) of the *Employment Act*.
15. This amendment was necessitated by the fact that the Claimant's initial contract should only have been for the duration of the project funded by the Bill and Melinda Gates Foundation which was the duration for which the 1st Respondent had funding for the position and the same was available through to 2018.
16. The Respondent's aver that the Claimant's role involved production of materials for the school program funded by the Bill and Melinda Gates Foundation which was completed in July/August 2018, thus, the position became redundant.
17. However, the Claimant was retained in 2019 to develop new partnerships for content creation using the methodology used for the Bill and Melinda Gates Foundation program materials, and to generate new materials for these partners, but, the position ultimately became redundant as minimal new content creation partnerships arose in 2019 and no partnerships arose during 2020 during the COVID 19 pandemic.
18. It is the Respondents' case that the Claimant's contract for September to December 2019 specifically stated that the role is subject to funding. The Claimant continued to work as a Production Manager even though the production of school program content was completed by this time as the 1st Respondent continued to try to find a role for her.
19. The Respondents aver that the 1st Respondent registered the 2nd Respondent as a company limited by guarantee on 14th September 2019, whose focus was to be on the not-for-profit arm of the business in order to provide a more optimal corporate structure for growth.
20. Prior to the registration, the 1st Respondent informed its staff that upon registration and set up of the 2nd Respondent, all staff whose roles were linked to the ongoing work of the not-for-profit arm of the business would be offered employment by the 2nd Respondent subject to funding availability.
21. The Respondents aver that the transition process was consultative with discussions being held with the staff for over six (6) months in advance. The Claimant and her teammates contributed to the name of their department; individually developed their titles and job descriptions for their employment with the 2nd Respondent; and teammates developed work plans for the transition.
22. The Respondents aver that the 2nd Respondent offered her employment vide a letter dated 1st January 2020 as a Manager, Partnerships & Communications for a period of one year from 1st January 2020 until 31st December 2020. She subsequently executed the same on 7th February 2020, confirming that she willingly accepted the contract and its terms and conditions.
23. As per the terms of the contract, the Claimant was not entitled to any payments, benefits or allowances save as indicated in the letter.
24. The Respondents aver that the Claimant's position was responsible for overseeing partnership development, implementation and monitoring and communications for the 2nd Respondent, including: external stakeholder engagement; the Nia Network which is a consortium of 6 diverse, quality Sexual Reproductive Health and Rights (SRHR) partners who offer free, confidential and real-time digital services with quality data reports and large networks for referrals; advocacy and networking; and internal communications needs.



25. It is the Respondents' case that neither the Claimant and 2nd Respondent knew how the role would unfold as the 2nd Respondent's operations commenced.
26. The Respondents aver that as the year progressed, there was minimal progress on partnerships with key government entities, international NGOs and key supporters and other stakeholders in the health and education sectors; as the Partnerships and Communications team could not support the development of these partnerships, causing them to flounder. Additionally, no partnerships were developed with several organizations that approached the 2nd Respondent with expressions of interest in our work as the Claimant was unable to develop the partnerships or move the agenda forward significantly as these were not suited to her skill set or that of her team.
27. As a result of the minimal progress, the 2nd Respondent decided to its operations: the Partnerships portfolio was moved to the Programs team; the Communications portfolio was partly moved to the Programs team; a junior position was anticipated for the remaining portion comprising social media graphic design which did not match the skill set of the Claimant; and the management portion of the Claimant's role was moved to Finance and Operations which was responsible for overall asset management.
28. The Respondents aver that the Claimant was informed of the restructuring and the abolishment of her position via email on 9th September 2020 and she received a hard copy on 15th September 2020. Prior to this letter, the Respondents' representatives briefed the Claimant of the changes and their impact to her role via a phone call.
29. The Respondents aver that the Claimant was given thirty days' notice of the termination of her employment on account of redundancy in accordance with Section 40(1)(b) of the [Employment Act](#).
30. They further aver that the letter informed the Claimant the reasons for and the extent of the intended redundancy and that she was at liberty to raise any questions, share any thoughts or make any relevant suggestions at any time.
31. Additionally, she was informed details of the terminal dues which were payable to her upon successful clearance including completed reconciliations of monies owed to or by either party and proper handover of all company property and files in her possession. The Claimant was also informed she was not entitled to any severance as she had not worked for the 2nd Respondent for a full year.
32. The Respondents aver that the 2nd Respondent notified the Labour Officer of the intended redundancy on 9th September 2020.
33. It is the Respondents' case that other than the Claimant, two employees who were in the Partnerships and Communications department were impacted as follows: Kennedy Kyalo remained with the residual Communications team handling social media and graphic design development which was a more junior role at his level; and Jane Nthanze moved to the Programs team.
34. The Respondents aver that at the handover meeting held on 15th September 2020, it was agreed that the Claimant would receive her September and October salaries and the rest of her terminal benefits upon successful clearance and handover. She was also informed that if the process was completed by the time of payment of September salaries, around 26th September, the 2nd Respondent was ready to pay her at that time.
35. The Respondents aver that the Claimant was also informed, both orally and in writing, that the 2nd Respondent remained committed to supporting her in whatever way it could in order to ease the



transition for her. She was also retained on the 2nd Respondent's medical cover which expired in July 2021 on humanitarian grounds.

36. The Respondents aver that in total disregard for professionalism and proper handover, the Claimant left the organization's internal and external WhatsApp groups on 16th September 2020, whilst still an employee; spoke with disrespect and in an insubordinate manner to her superiors; and delayed in submitting agreed deliverables and in returning the organization's property.
37. The Respondents aver that vide an emails sent on 13th October 2020 and 19th October 2020, the Claimant was informed of the manner of calculation of her final dues; and that the dues would be paid on handover of signed timesheets, return on the laptop charger and execution of the discharge and indemnity form. She was asked to indicate when she would be available to finalize the pending matters.
38. It is the Respondents' case that the 2nd Respondent had all along been ready and willing to pay the Claimant her terminal dues but she delayed in completing her deliverable tasks, returning the organization's property and, thereafter, she failed and/or refused to collect the terminal dues cheque.
39. As the 2nd Respondent was planning to remit the Claimant's dues when it received a demand letter. As it did not wish to drag the issue any longer, it proceeded to transfer the sum of Kes. 174,977.13 directly to the Claimant's account, this amount represents the Claimant's just dues as computed by the 2nd Respondent.
40. The Respondents aver that Alison Netter is not the 2nd Respondent's Executive Director and the 2nd Respondent is not headquartered in New York. Ms. Netter is the Executive Director of ZanaAfrica Foundation, which is a not-for-profit entity registered in the US and headquartered in New York. ZanaAfrica Foundation is one of the 2nd Respondent's donors and Ms. Netter has no role in the 2nd Respondent. The Claimant was not employed by ZanaAfrica Foundation but ZanaAfrica Foundation provided some funding for the Claimant's role.
41. It is the Respondents' case that funding was not the only reason for redundancy; the workload envisioned for the Claimant's team did not appear as the 2nd Respondent had hoped, and the work that the 2nd Respondent had was not suited to the skill set of the Programs and Communications team.
42. The Respondents aver that the 2nd Respondent had money to sustain it through September 2021. This money was for program delivery, that is, the essential expenses/the expenses which the 2nd Respondent had already committed to, which has nothing to do with communications
43. The Respondents aver that any claims with respect to matters which took place over 3 years ago are time barred pursuant to Section 90 of the *Employment Act*.

Evidence in Court

44. The Claimant (CW1) adopted her witness statement dated 28th April 2021 as her evidence in chief and produced her list of documents dated 19th April 2021 and 18th August 2021 as her exhibits.
45. During cross-examination, CW1 testified that she was aware her contract was based on the allocation by Bill and Melinda Gates Foundation whose budget was for a period between December 2015 to December 2019.
46. CW1 testified that she was issued a contract in 2019 which ran from September 2019 upto 31st December 2019 within the Bill and Melinda Gates Foundation's budget and she did not raise any concerns with this contract.



47. CW1 testified that she was aware her contract did not include allowances including house allowance and she did raise an issue on this. She understood that the remuneration outlined therein was her full salary.
48. CW1 testified that at the end of her contract with the 1st Respondent she was issued with a certificate of service on the understanding that from January 2020, she would transit to the 2nd Respondent.
49. CW1 testified that her contract with the 1st Respondent expired on 31st December 2019 and she was not paid her terminal dues. However, she did not raise a complaint of unfair termination when she moved to the 2nd Respondent or filed a claim of unfair termination.
50. CW1 testified that being in charge of partnerships, she secured many partnerships during this period.
51. CW1 testified that she received a letter of intended redundancy after the phone call. The letter informed her the reasons for redundancy and the dues she was to receive; she did not raise any concerns on the process.
52. The Respondents' witness, Megan Mukuria (RW1) adopted her witness statement dated 31st January 2022 as her evidence in chief and produced the Respondents' list of documents dated 17th September 2021 and 19th November 2021 as her exhibits.
53. During cross-examination, RW1 testified that the Claimant was not a permanent employee.
54. RW1 testified that the Claimant's salary was consolidated and she was not entitled to any allowances as per her contract of employment.

Claimant's Submissions

55. The Claimant has not filed any submissions.

Respondents' Submissions

56. The Respondents submitted on three issues: whether the Claimant's termination of employment by the Respondent was unfair and unlawful; whether the Claimant's termination of employment on account of redundancy by the 2nd Respondent was unfair and unlawful; and whether the Claimant is entitled to the remedies sought.
57. On the first issue, the Respondents submitted that contrary to the Claimant's allegations, the evidence establishes that the Claimant's employment with the 1st Respondent was governed by a series of fixed term contracts, the last contract being for a four-month period, commencing on 1st September 2019 to 31st December 2019. While the Claimant's initial agreement on 22nd August 2016 may have indicated a permanent contract, the same was mutually amended and converted to a fixed-term contract, subsequent to written agreements, voluntarily signed by the Claimant.
58. It is the Respondents' submission that the fixed term contract dated 1st September 2019 provided for its expiry on 31st December 2019 as per Section 10(3) of the *Employment Act*.
59. The Respondents submitted that the contract further stipulated that the Claimant would not be entitled to any payments, benefits or allowances excepts as outlined therein, terms which the Claimant voluntarily accepted. By signing the, the Claimant unequivocally agreed to the terms that the contract: would lapse on December 2019; would be subject to grant funding being available for her role; renewal was solely at the discretion of the 1st Respondent; and that she was not entitled to any other payments, benefits or allowances beyond what was stipulated.



60. The Respondents submitted that the general principle on fixed term contracts is that they carry no expectation for renewal. The principle was affirmed in *Margaret A Ochieng v National Water Conservation & Pipeline Corporation* [2014] KEELRC 573 (KLR). In the instant suit, there was no clause in the contract promising or implying a renewal, however, the Claimant was notified of the intention for her to transition to the 2nd Respondent, and she took up the employment with the 2nd Respondent under a new contract commencing on 1st January 2020, after the one with the 1st Respondent expired.
61. It is the Respondents' submission that, the termination of the Claimant's employment was by effluxion of time and not by way of unlawful termination. The 1st Respondent's decision not to renew the contract was neither malicious nor arbitrary, it was informed by the cessation of funding for her role and pre-arranged transition to the 2nd Respondent.
62. The Respondents submitted that the Claimant fully served her fixed term until 31st December 2019 and was paid her final dues before she commenced new employment with the 2nd Respondent. It was only after her termination by the 2nd Respondent on grounds of redundancy did she revisit her engagement with the 1st Respondent, claiming unfair termination. Therefore, the Claimant's claim lacks merit and should be dismissed with costs.
63. On the second issue, the Respondents submitted that the conditions for termination on account of redundancy are provided under Section 40 of the *Employment Act* and cited *Daniel Mburu Muriu v Hygrotech East Africa Ltd* [2021] KEELRC 316 (KLR) wherein it was held that both substantive and procedural fairness apply on redundancy, and an employer who fails either test stands to be held liable for unfair, or wrongful, and unlawful termination. The court further held that Section 40 provided an ideal situation where reasons for termination on account of redundancy is based on valid and lawful reasons.
64. The Respondents submitted that for a redundancy to be valid, all the relevant conditions under Section 40 (1) of the *Employment Act* must be met. The provisions under Section 40(1) (a) and (d) would not be applicable in this case since the employee was not a member of a trade union. Similarly, the provisions under Section 40(1) (c) requiring fair selection criteria would not be applicable since the restructuring was necessitated by restructuring needs and the factors necessitating the consideration of a fair selection process including seniority in time, skill, ability and reliability of employees would not be applicable in this case.
65. The Respondents submitted that the Claimant was formally notified in writing, through a letter dated 9th September 2020, that her position had been declared redundant due to a restructuring process and that her responsibilities were being redistributed across other departments, effectively abolishing her roles. This letter further served as the formal notice and stated the notice period commenced on 9th September 2020 and would run for 30 days until 9th October 2020, in strict compliance with Section 40(1) (f) of the *Employment Act*.
66. It is the Respondents' submissions that restructuring process was not abrupt or unilateral, prior to issuing the redundancy letter, the 2nd Respondent engaged the Claimant in a meeting where the impending changes and their impact on her role were discussed.
67. The Respondents submitted that their letter dated 9th September 2020, advised the Claimant of her terminal dues and the conditions precedent to disbursement, including the need to clear with the company and properly hand over all its property. She was also invited to share her thoughts, raise any questions or concerns or offer suggestions on how the redundancy process mitigated or avoided



- altogether. This was a genuine opportunity for dialogue, showing that the redundancy process satisfied the requirement for consultation and engagement.
68. The Respondents submitted that on the same day the redundancy notice was issued to the Claimant, the 2nd Respondent promptly notified the Labour officer of the Claimant's termination and the reasons thereof, specifically citing the organizational restructure as the underlying cause, thereby demonstrating full compliance with Section 40(1)(b) of the [Employment Act, 2007](#).
 69. It is the Respondents' submission that the the Claimant was not entitled to severance pay as she had not completed one full year of continuous service, which is a statutory threshold under Section 40(1) (g) of the [Employment Act](#). Nevertheless, she was paid all other terminal dues owed to her.
 70. The Respondents submitted that There was no leave due hence the same was not payable to the Claimant, meaning the condition under Section 40 (1) (e) of the Act was also met.
 71. It was the Respondents' submission that the 2nd Respondent fully complied with both the substantive and the procedural requirements of the law in effecting the redundancy. The process was lawful, consultative and transparent. Therefore, the termination of the Claimant's employment cannot be said to be unlawful or unfair.
 72. On the final issue, the Respondents submitted that the Claimant is not entitled to payment in lieu of notice as it , it is not in dispute that her employment was under a fixed term contract. The law is settled that such contracts are self-executing, terminating automatically upon the expiry, without the necessity of notice as held in
 73. The Respondents submitted that the Claimant's claim for house allowance lacks basis as relevant contract covered a fixed term from September to December 2019, a period of only four months. Additionally, her salary was consolidated, meaning it included the house allowance. Section 31(2)(a) of the [Employment Act 2007](#) clearly exempts employers from paying house allowance separately, where the salary is consolidated.
 74. The Respondents submitted that the Claimant's fixed term contract with the 1st Respondent terminated by effluxion of time, therefore, there was no unfair termination that would give rise to the compensatory damages.
 75. In respect to the reliefs claimed against the 2nd Respondent, the Respondents submitted that the claim for salary of September 2020 and nine days worked in October claim is contradicted by the evidence on record. The Respondents produced in court clear documentation of salary computation and payment via cheque, including the amounts now being claimed. Therefore, the Claimant has already been paid, and by seeking the same again, she aims to unjustly enrich herself.
 76. The Respondents submitted that the Claimant was issued a 30 days' notice of the redundancy, which she acknowledged and signed. Thus there is no legal and factual basis for the claim of payment in lieu of redundancy notice and it ought to be dismissed.
 77. It is the Respondents' submission that the employment agreement between the Claimant and the 2nd Respondent provided for a consolidated salary which precludes a separate claim for house allowance under Section 31(2)(a) of the [Employment Act](#).
 78. The Respondents submitted that the 2nd Respondent strictly followed due process in executing the redundancy. There were valid reasons and all the procedural requirements under the [Employment Act](#) were complied with. Consequently, the redundancy was lawful.



79. The Respondents submitted that the Claimant's claim for 12 months' salary as compensation lacks merit on grounds that the redundancy was lawful. Additionally, the contract was due to lapse on 31st December 2020 hence had the redundancy not occurred, she would have served a maximum of only three months. Therefore, an award equivalent to 12 months' salary would be disproportionate and unjustified in the circumstances.
80. The Respondents further submitted that the Claimant was serving her first fixed-term contract with the 2nd Respondent as such there was no expectation of renewal and any claim of 12 months' damages is exaggerated.
81. I have examined all the evidence and submissions of the parties herein. From the evidence in record, the claimant was 1st employed on 21/9/2016 vide a contract dated 19/8/2016. The contract was open ended but subject to a 3 months probationary period.
82. On 22/9/2017 the respondents purported to review the initial contract by charging the open ended contract to a one year contract. This new contract was not signed by the claimant and so it is an assumption that the claimant kept serving the respondent on a permanent and pensionable terms the probation period having since expired on 1/9/2019. The claimant and the 1st respondent signed another agreement which at clause 'V' indicated that all the agreement was superseding and replacing any prior written original agreement between the claimant and the 1st respondent. The import of this agreement was to effectively terminate the permanent employment between the claimant and respondent. The contract was for a period of 9 months with effect from 1/9/2019 to 31/12/2019. The contract indicated that:
- “This agreement is not renewable but may be extended by Zana Africa at its discretion. The agreement may only be amended in writing signed by yourself and a duly authorized representative of Zana Africa. At a later date this letter of agreement may be replaced by a formal employment contract”
83. The claimant agreed to the agreement and signed it on 1/9/2019. After this contract ended, there was no renewal as the contract ended by effluxion of time. On 1/1/2020, the 2nd respondent now enter another contract with the claimant which contract was to run for one year from 1/1/2020 to 31/12/2020. The contract indicated that at the expiry of the contract the 2nd respondent may at its absolute discretion offer her a new contract. The claimant signed the contract on 7/2/2020.
84. On 9/9/2020 the 2nd respondent wrote to the claimant and issued her with a letter of termination of employment on account of redundancy. The notice states that the notice was going to run for one month and her last working day would be 9/10/2020. The termination letter also indicated that she was going to be paid terminal dues as follows:
1. Salary upto and including your last day of employment on 9/10/2020
 2. Severance pay is normally paid at a rate of 15 days' pay for every completed year of service. As you have been with Zana Africa programs since January 1, 2020 no severance pay is due vide your current contract.
 3. Any leave accrued upto October 9, 2020 must be taken prior to this date.....”
85. The claimant has filed this claim and contends that she was unfairly terminated on account of redundancy. She avers that the requirements of section 40 and 43 of the *Employment Act* 2007 were not complied with. The respondents denied terminating the claimant unfairly but also indicate changes were necessitated due to funding gaps.



86. This explanation notwithstanding it is clear that the claimant was indeed dismissed from employment by the 1st respondent without due process and for no reasons given. The claimant had initially been employed on permanent and pensionable terms from 2016 but in 2019 the contract was terminated and converted to a fixed term contract.
87. The claimant was indeed entitled to her benefits under that contract and the 1st respondent remained mum about it. Section 41 of Employment Act 2007 is clear on procedure to be followed in terminating an employment and which the 1st respondent did not follow. Section 41 of the Employment Act 2007 state as follows:
41. (1). Subject to section 42 (1), an employer shall, before terminating the employment of an employee, on the grounds of misconduct, poor performance or physical incapacity explain to the employee, in a language the employee understands, the reason for which the employer is considering termination and the employee shall be entitled to have another employee or a shop floor union representative of his choice present during this explanation.
88. It is my finding then that the 1st respondent terminated the claimant for no reason and without following the due process. As concerns the contract with the 2nd respondent, the contract was to run up to 31/12/2020. The respondent proceeded to terminate this contract on account of redundancy. Section 40 of the Employment Act 2007 states as follows:
1. An employer shall not terminate a contract of service on account of redundancy unless the employer complies with the following conditions –
 - a. where the employee is a member of a trade union, the employer notifies the union to which the employee is a member and the labour officer in charge of the area where the employee is employed of the reasons for, and the extent of, the intended redundancy not less than a month prior to the date of the intended date of termination on account of redundancy;
 - b. where an employee is not a member of a trade union, the employer notifies the employee personally in writing and the labour officer ;
 - c. the employer has, in the selection of employees to be declared redundant had due regard to seniority in time and to the skill, ability and reliability of each employee of the particular class of employees affected by the redundancy;
 - d. where there is in existence a collective agreement between an employer and a trade union setting out terminal benefits payable upon redundancy; the employer has not placed the employee at a disadvantage for being or not being a member of the trade union;
 - e. the employer has where leave is due to an employee who is declared redundant , paid off the leave in cash;
 - f. the employer has paid an employee declared redundant not less than one month's notice or one month's wages in lieu of notice; and
 - g. the employer has paid to an employee declared redundant severance pay at the rate of not less than fifteen days' pay for each completed year of service.
89. The law envisages 1 month notice be issued to an employee and the notice period should allow for time for consultation as was held in the Kenya Airways case. The 2nd respondent issued the notice but



in same vain asked the claimant to proceed on leave which was to defeat the period for notice. No consultations were made and it is evident that claimant was unfairly treated and terminated unfairly. It is my finding that the termination of claimant by 2nd respondent on account of redundancy was unfair and unjustified.

90. Having found as above, it is my finding that the claimant is entitled to the following remedies

A Against 1st respondent

1. 1 month salary in lieu of notice = Kshs 230,000/-
2. Compensation for unfair termination and in view of the failure by the 1st respondent to give her any notice on a hearing, I award him 8 months' salary as compensation – $230,000 \times 8 = 1,840,000/-$.

Total = 2,070,000/- less statutory deductions.

B Against 2nd respondent

1. Salary for 9 days worked in October = kshs 75,000/-
2. Compensation for unfair redundancy. In view of the fact that the contract term was due to end within 3 months, I award damage equivalent to 3 months' salary = $3 \times 250,000 = \text{Kshs } 750,000/-$

Total Kshs 825,000/- less statutory deduction.

91. The respondents will pay costs of this suit plus interest at court rates with effect from the date of this judgment.

DATED, SIGNED AND DELIVERED VIRTUALLY AT NAIROBI THIS 18TH DAY OF SEPTEMBER 2025.

HELLEN WASILWA

JUDGE

