



**Union of National Research Institutes Staff of Kenya (UNRISK) v Kenya Medical Research Insitute (Cause E866 of 2021) [2024] KEELRC 1845 (KLR) (12 July 2024) (Judgment)**

Neutral citation: [2024] KEELRC 1845 (KLR)

**REPUBLIC OF KENYA  
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI  
CAUSE E866 OF 2021  
NJ ABUODHA, J  
JULY 12, 2024**

**BETWEEN**  
**UNION OF NATIONAL RESEARCH INSTITUTES STAFF OF KENYA  
(UNRISK) ..... CLAIMANT**  
**AND**  
**KENYA MEDICAL RESEARCH INSITUTE ..... RESPONDENT**

**JUDGMENT**

1. The Claimant filed its claim dated 19<sup>th</sup> October, 2021 and pleaded inter alia as follows: -
  - a. The Claimant and the Respondent are Labour Relation Partners with Both Valid Recognition Agreement Signed on 21<sup>st</sup> February, 2007.
  - b. The Claimant averred that the 14 Grievants were employed by the Respondent on diverse dates on renewable fixed contract terms and conditions of employment on secondment to Walter Reed Project with funds from US-National Institute of Health through Kenya Medical Research Institute/US Army Medical Research Directorate-Africa/Kenya as well as collaborative Research projects funded by Henry M. Jackson Foundation and KEMRI-CRDR FACES Project.
  - c. The Claimant averred that in the unsigned letter dated March 20,2019 to Ministry of labour the Respondent discriminatingly confirmed employing only eleven(11) Grievants on diverse dates but denied three of them as their employees.
  - d. The Claimant averred that on similar letters dated 18<sup>th</sup> July 2018 and 24<sup>th</sup> September 2018 the Respondent wrote that the termination was necessitated by lack of funds at the KEMRI/USAMRD-K and the 24<sup>th</sup> September 2018



letter to Brenda Khadioli Chiboli wrote owing to limited funds arising from the sudden reduction in donor funding.

- e. The Claimant further averred that the purpose of the Respondent's failure to renew the Grievants' Contract of employment was within the meaning of redundancy which lead to the mass termination of the Grievants on account of redundancy and no fault of their own.
- f. The Claimant averred that the Respondent's mass termination of the Grievants on account of redundancy without involving the Claimant was the Respondent's violation of the compulsory legislated provisions of section 40(1) of the Employment Act, 2007; a breach of clause 3(c) of the parties recognition agreement as well as the Claimant's compulsory rights to be involved in the parties voluntary proceedings over the imminent redundancies as agreed in Article 11 of the CBA (registered by this honourable court under the entry RCA NO. 225 of 2014.
- g. The Claimant averred that the Grievants had a right of action to lay claim of their unlawful, unfair and wrongful termination on account of redundancy against the Respondent.
- h. The Claimant averred that following the failure of the Claimant's endeavors for the Parties amicable settlement of the matter as per Clause 3(c) of the parties Recognition Agreement and Article 11 of the Collective Bargaining Agreement, the matter was reported to the Cabinet Secretary for Labour in the letter dated 16<sup>th</sup> October, 2018.
  - i. The Claimant averred that the Cabinet Secretary for Labour accepted the Claimant's report of the dispute then appointed the Conciliator whose Certificate of Unresolved Dispute is attached.
- j. The Claimant averred that the Respondent did not attach evidence of stoppage of funding of the said project to justify the Grievants' termination.
- k. The Claimant averred that with the Respondent's close medical research collaboration with Henry M. Jackson Foundation which the Respondent claims was the employer of Angela Tonui and Simeon Terer, the Respondent was lawfully and morally duty bound to apply for a third party proceedings against Henry M. Jackson foundation in respect to Angela Tonui and Simeon Terer's redundancy claims.
- l. The Claimant averred that it is trite law and, indeed, a fundamental tenet of the rule of law that an employer who depends on donor funds is the one who is lawfully held liable for breach of the workers employment rights, privilege and benefits. That since the Respondent did depend on donor funds to employ the Grievants, the Respondent was the one who was lawfully to be held liable for the unlawful termination of the Grievants on account of redundancy on her donors discontinued funding the project.
- m. The Claimant averred that the Respondent used irrelevant Henry M. Jackson Foundations Funding withdrawal letter to terminate contract of her 11 employees at the project based at Kericho for lack of Donor Funds. That the Respondent having used Henry Foundation's stoppage of funding



communication to declare her 11 employees at the project, unless the Respondent's third Party Application against the Henry Foundation is accepted by this court the Respondent should not be exonerated.

2. The Claimant prayed for the following against the Respondent;

- a. That, this honourable court be pleased to find that, the suit Grievants' redundancies were unlawful unfair unjustified wrongful null and void.
- b. That, the Respondent be and is hereby Ordered to reinstate All Suit Grievants Ante Bellum, without loss of their employment rights, privileges and benefits that existed at the date of their respective redundancies.
- c. That in the interest of the parties Industrial Relations practice, an INTERLOCUTORY ORDER be and is hereby GIVEN.
- d. The Respondent be and is hereby ORDERED produce on record, the At Walter Reed Project Donor's Written Communication Stopping Donor Funding.
- e. The Respondent be and is hereby ORDERED to produce well-kept Employment Records from the first day of employment of Agnes Tonui, Simeon Terer and Brenda Khadoli Chiboli.
- f. That for the Respondent to be EXONERATED from Angela Tonui's and Simeon Terer's claims herein, the Respondent be and is thereby ORDERED to Substantively convince this Honourable Court that she did not employ Angela Tonui and Simeon Terer.
- g. That the Respondent be and is hereby ORDERED to produce on record, the Substantive evidence of stoppage of donor funding for the project she employed Brenda Khadoli Chiboli.
- h. That within the meanings of Section 62(5) of The *Labour Relations Act* 2007, the Respondent be and is hereby ORDERED to file on record, the Substantive Evidence and the schedule of the suit Grievants' paid redundancy benefits, statutory and voluntary deductions for consideration by this honourable court final judgement.
  - i. That this Honourable Court be pleased to award the Suit Grievants twelve(12) months maximum Compensation for their wrongful termination on account of redundancy.
- j. That this Honourable Court be pleased to ORDER the Respondent to pay each Suit Grievant fifteen (15) days as Severance Pay for each complete year of Service.
- k. That the Respondent be and is hereby ORDERED to comply with the INTERLOCUTORY ORDERS within thirty (30) days from the date thereof.
- l. That the matter be and is hereby mentioned to confirm the Respondent's compliance with the INTERLOCUTORY ORDERS on the date fixed by Court.



- m. That this Honorable Court be pleased to PRONOUNCE the Claimant's Costs that follow events of this Suit against the Respondent.
3. The Respondent filed its amended Statement of Response dated 26<sup>th</sup> August, 2022 and averred inter alia as follows;
- i. The Respondent averred that the validity period of the CBA has since expired since Article 50 of the CBA provides for a validity period of 4 years from 1/07/2013 to 30/06/2017.
  - ii. The Respondent admitted to having employed the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup>, 6<sup>th</sup>, 7<sup>th</sup>, 8<sup>th</sup>, 9<sup>th</sup>, 10<sup>th</sup>, 13<sup>th</sup> and 14<sup>th</sup> Grievants and denied employing the 11<sup>th</sup> and 12<sup>th</sup> Grievants.
  - iii. The Respondent averred that the Grievants under its employment were on deployment as per terms and conditions of the employment contracts and denied the secondment of the Grievants who were under its employment to Walter Reed Project. That it confirmed employment of 11 employees.
  - iv. The Respondent averred that US National Institute for Health awards funds to various medical research agencies/programs including the US Military HIV Research program(USMHRP) which is under US department of Army.
  - v. That the USMHRP is in collaboration with Henry M.Jackson Foundation Medical Research International(HJF MRI) through a cooperative agreement with the US department of Defense.
  - vi. The Respondent averred that through this collaboration HJF MRI oversees aspects of USMHRP'S program operations including managing finances, directing communication and managing international laboratory and clinical operations.
  - vii. The Respondent averred that Walter Reed Project was an international HIV Vaccine research program that was launched by USMHRP in collaboration with the Respondent, resulting in to the KEMRI Walter Reed project Clinical Research center based at Kericho.
  - viii. The Respondent averred that all activities in Kenya were conducted under US Army Medical Research Directorate-Africa/Kenya. That the relationship between KEMRI, the Respondent and the US Army Medical Research Directorate-Africa/Kenya was governed by a Cooperative Agreement(CA signed between the US government and the Kenyan Government through the Respondent. That in the agreement KEMRI was to provide personnel to USAMRD A/K to carry out medical research, particularly for the Walter Reed Project.
  - ix. The Respondent averred that under the said project there were various studies/ programs being undertaken including the SSC1576(RV217) HIV program based in Kericho to which the 11 Grievants were deployed. That this study was further supported by a cooperative agreement between the HJF MRI and US Department of the Army.



- x. The Respondent further averred that the funding for study together with salaries for the 12 Grievants came from the US Division of Aids of the US National Institutes of Health through USHMRP. That all USHMRP activities in Kenya were conducted under the US Army Medical Research Directorate-Africa/Kenya and HJF MRI oversees aspects of USMHRP'S program operations including managing finances.
- xi. The Respondent averred that it did not declare the Grievants under its employment redundant within the meaning of redundancy under section 2 of the [Labour Relations Act, 2007](#) and the [Employment Act, 2007](#).
- xii. The Respondent further averred that the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup>, 6<sup>th</sup>, 7<sup>th</sup>, 8<sup>th</sup>, 9<sup>th</sup>, 10<sup>th</sup> and 13<sup>th</sup> Grievants were not terminated from employment unfairly or wrongly and averred that the said Grievants contracts had come to an end and were not renewed as per the provisions of their employment contracts with the Respondent while, the employment of the 14<sup>th</sup> grievant was terminated in line with the terms and conditions of her employment contract with the Respondent.
- xiii. The Respondent further averred that the Grievants' employment contracts stipulated under clause 1(iv) of the schedule that employment was contingent upon receiving funding for the project. That finances for payment of salary would be provided by USAMRD-K.
- xiv. The Respondent averred that their terms being fixed term contracts and being contingent on funding the Respondent proceeded to issue notices of non-renewal of the contracts prior to expiry of the said contracts and informed the Grievants that the non-renewal was necessitated by lack of funding. That fixed term contracts carry no rights, expectations or obligations beyond the date of expiry. That the non renewal of the Grievants' contracts was lawful and justified.
- xv. The Respondent further averred that the end of fixed term contracts and their non-renewal cannot be equated to redundancy as stipulated by the Claimant. The Respondent denied violating section 40(1) and Article 11 of the expired CBA.
- xvi. The Respondent averred that that it provided evidence of reduced funding for the projects to which the 1<sup>st</sup>, 2<sup>nd</sup>, 3<sup>rd</sup>, 4<sup>th</sup>, 5<sup>th</sup>, 6<sup>th</sup>, 7<sup>th</sup>, 8<sup>th</sup>, 9<sup>th</sup>, 10<sup>th</sup>, 13<sup>th</sup> and 14<sup>th</sup> Grievants were engaged.
- xvii. The Respondent admitted that the matter was reported and underwent process of conciliation before cabinet Secretary Ministry of Labour. That the evidence of funding for the project to which they were was not requested for by the conciliator.
- xviii. The Respondent averred that it did produce the Henry M. Jackson Foundation memo dated 30/04/2018 being evidence of reduced funding and denied intentions of misleading the conciliator and that HJF MRI which was a collaborative partner of the Walter Reed project and the Respondent,



oversaw aspects of the SSC 1576(RV 217) HIV program operations including managing finances.

- xix. The Respondent admitted that it had other sites in western Kenya and that the 12 Grievants were terminated in line with their employment contracts and its actions did not amount to redundancy. That the Respondent did not engage the 11<sup>th</sup> and 12<sup>th</sup> Grievants. The Respondent admitted the Grievants' last salary package.

4. Parties agreed to dispense this matter by documentary evidence.

#### **Claimants' Submissions**

5. The Claimant filed written submissions dated 29<sup>th</sup> March, 2024. On the issue of whether the Respondent acted illegally, unlawfully and unfairly in declaring the Grievants redundant, the Claimant submitted that this was a classic case of termination on account of Redundancy.
6. It was the Claimant's submissions that the Claimant produced several termination letters of the Grievants handed to them by the Respondent. In the said termination letters and the response to claim the Respondent decried lack of funds.
7. The Claimant submitted that Section 40 of the [Employment Act](#) caters for the procedure to be adopted by an employer who intends to terminate an employee on account of redundancy and various court decisions are available on the substantive and procedural fairness in terminating on redundancy.
8. It was the Claimant's submission that the Claimant did not receive 30 days' Notice of intention to declare their members redundant nor did the Respondent send a letter to the labour office as envisioned in the above provision of the law.
9. The Claimant relied on the case of *Faiza Mayabi v First Community Bank Limited* [2019] eKLR and submitted that an employer cannot be denied their right to reorganization or declaring a redundancy if the situation arises. The employer must however follow the law.
10. The Claimant submitted that the Respondent did not take and follow the laid down procedure in terminating the grievants on account of redundancy as expressed in Section 45(5) of the [Employment Act](#) and thus the Respondent's actions were unprocedural.
11. On the issue of whether the Claimant's members were entitled to reliefs sought, it was the Claimant's submission that the reasons given by the Respondent for terminating the grievants employment were not valid reasons within the meaning of section 40 of the [Employment Act](#), 2007 which imposes a duty on an employer to prove the reasons for the employee's termination on account of redundancy were valid and that the procedure to declare them redundant was followed.
12. The Claimant submitted that failure of an employer to prove that the reasons for the termination were valid and failure to follow due process in the termination makes the same unfair and accordingly the grievants were entitled to not only terminal benefits but also compensation for unfair termination of employment. The Claimant relied on the case of *Mary Nyawira Karimi v Pure Circle (K) Limited* [2018] eKLR and submitted that the summary action taken by the Respondent to terminate employment of the grievants even where there was an underlying reason of redundancy lacked procedural fairness.
13. It was the Claimant's submission that its members were terminated unfairly and unprocedurally and the grievants were entitled to 12 months Compensation for unfair termination compensation.



14. On severance pay, the Claimant submitted that having proved that the legally provided procedure was not followed by the Respondent in declaring the grievants redundant, they were entitled to severance pay for the years worked as prayed in the statement of claim and as per section 40 of the [Employment Act](#).
15. On the issue of who should bear the costs of the suit the Claimant submitted that the Claimants members were unfairly declared Redundant and were not paid the terminal dues owed to them by the Respondent despite having worked diligently and faithfully for the Respondent.
16. The Claimant submitted that the Respondent was served with a demand letter seeking payment of the grievants terminal dues but the Respondent neglected and refused to make good the Claimants claim and the matter was subjected to reconciliation under the stewardship of the ministry of labour where also the Respondent refused settling the matter.
17. The Claimant submitted that the honorable court should award the claimant's costs of this suit and interest from the date of filing this suit as the claimant has incurred costs to prosecute this matter.

### **Respondent's Submissions**

18. On the other hand, the Respondent filed its written submissions dated 9<sup>th</sup> May 2024 and on the issue of the applicability of the CBA submitted that the CBA registered by this court vide entry RCA No. 225 of 2014 had ceased to be valid since the same had expired and further that the CBA was not applicable as it had no legal and contractual effect upon the parties herein.
19. On the issue of whether the 11<sup>th</sup> and 12<sup>th</sup> Grievants were employees of the Respondent the Respondent submitted that having denied the same, the duty was bestowed upon the Claimant to prove that the 11<sup>th</sup> and 12<sup>th</sup> Grievants were employed by the Respondent in accordance with Section 107(1) of the [Evidence Act](#) which duty they failed to discharge. The Respondent relied on the case of Martin Juma Kundu Vs KEMU Salt Packers Production Limited (2016) eKLR. The Respondent also relied on the case of [Kaiga vs Das \(Employment and Labour Relations Claim 2 of 2023\)](#)(2023).KEELRC 2194 (KLR) (22 September 2023) (Judgment) and submitted that the existence of employer-employee relationship is primal to any employment claim and the jurisdiction of the court flowing from Article 162(2)(b) of [the Constitution](#) and Section 12 of the [Employment and Labour Relations Court Act](#) is premised on the existence of employer-employee relationship.
20. The Respondent submitted that there being no proof of employment and the Claimant having not established the ingredients necessary to determine the existence of an employer-employee relationship the claim could not succeed as concerns 11<sup>th</sup> and 12<sup>th</sup> grievant.
21. On the issue of the nature and period of engagement of the 1<sup>st</sup> to 10<sup>th</sup>, 13<sup>th</sup> and 14<sup>th</sup> grievants, the Respondent submitted that the contracts annexed as KEMRI 1(a)-(1) show that the 1<sup>st</sup> to 10<sup>th</sup>, 13<sup>th</sup> grievants were contracted for a fixed period of 7 months from 1/3/2018 to 30/9/2018 and clause 1(i) of the schedule to the agreement stated that the contract was renewable at the employer's option but subject to appropriation and availability of funds.
22. It was the Respondent's submission that the 14<sup>th</sup> grievant had been contracted from 1/10/2017 to 30/9/2018 and as per clause 6(i) of the contract, the project to which she was deployed, through the Respondent, could at any time terminate by issuing a month's notice or pay in lieu.
23. The Respondent submitted that the contracts of the 1<sup>st</sup> to 10<sup>th</sup>, 13<sup>th</sup> and 14<sup>th</sup> grievants were all fixed term contracts with a start and end date and lawful in accordance with section 10 (3)(c) of the [Employment Act](#) and the same could not be renewed automatically.



24. The Respondent submitted that the contracts being fixed term in nature and not indefinite and the respondent did not promise the grievants of renewal of their fixed term contracts therefore there was no legitimate expectation of renewal of contract upon their expiration. The Respondent relied on among others the Court of Appeal case of Transparency International Kenya Vs Teresa Carlo Omondi (2023) eKLR and submitted that fixed term employment contract does not create a legitimate expectation of renewal and further on case of Centre for African Family studies (CAFS) Vs Jonathan Spangler (2019) eKLR and submitted that non-renewal of a fixed term contract due to financial constraints is not the same as termination of employment on redundancy and does not fall within the ambit of redundancy.
25. On the issue of whether the 1<sup>st</sup> to 10<sup>th</sup>, 13<sup>th</sup> and 14<sup>th</sup> grievants were terminated by way of redundancy the Respondent submitted that the grievants were not terminated by way of redundancy but rather by effluxion of time as their contracts ran into full term.
26. On the issue of whether the 1<sup>st</sup> to 10<sup>th</sup>, 13<sup>th</sup> and 14<sup>th</sup> Grievants were terminated illegally, unlawfully and unfairly the Respondent submitted that 11<sup>th</sup> and 12<sup>th</sup> grievants could not be said to be terminated unlawfully or at all as they were never employed by the Respondent. The Respondent relied on the case of *Wachira V Mbote & Another (Cause 821 of 2018)* 420221KEELRC 12992 (1CLR)(28 October 2022) (Judgment) and submitted that having found that there was no employment relationship, it was not logical to determine the next issue as the same dependent on the existence of an employment relationship.
27. Regarding the 1<sup>st</sup> to 10<sup>th</sup>, 13<sup>th</sup> and 14<sup>th</sup> grievants, the respondent submitted that they were employed on fixed term contracts in accordance with section 10 (3)(c) of the *Employment Act* and ended by effluxion of time on 30-9-2018, the Respondent communicated to them that it will not be renewing their contracts.
28. The Respondent submitted that section 40 of the *Employment Act* did not apply and the Claimant's reliance on the Respondent's letter to the Ministry of Labour dated 20<sup>th</sup> March 2019 to claim redundancy while ignoring the primary documents herein was wrong.
29. The Respondent submitted that the non-renewal of their fixed term employment does not amount to unfair termination of employment warranting compensation. It was the Respondent's submission that the grievants having been on fixed term contracts with an ascertained date of expiry were not entitled to notice of termination and relied on the case of Stephen M. Kitheka Vs Kevita International Limited (2011)eKLR.

### **Determination**

30. I have reviewed and considered the pleadings and submissions by the Claimant's and Respondent's counsels in support of the case as well as authorities relied.
31. I have I have come up with Four main issues;
  - a. Whether the CBA herein was applicable
  - b. Whether the 11<sup>th</sup> and 12<sup>th</sup> Grievants were Respondent's employees
  - c. Whether the Grievants were unfairly and wrongfully terminated or their contracts expired Automatically
  - d. Whether the Claimant is entitled to the reliefs sought.



### **Whether the CBA herein was applicable**

32. The Respondent alleged that the CBA herein was not applicable after its expiry of four years from 1/7/2013 to 30/6/2017 as per article 50 of the CBA. The said CBA was registered by this court as RCA No. 225 of 2014. The court notes that the said article 50 of the said CBA provided that the CBA would be effective from 1<sup>st</sup> July,2013 and to remain in force for a period of four years to expire on 30<sup>th</sup> June,2017. The court further notes that although the Grievants were employed by the Respondent in diverse dates from 2001 to 2008 the contract in question at Walter Reed project was designed to take place from 1<sup>st</sup> March,2018 to September,2018. By the time the grievants were employed, the CBA in issue had expired but it is industry practice that an expired CBA remains in force until a new one is negotiated, signed and registered. The CBA registered as RCA No. 225 of 2014 remained applicable.

### **Whether the 11<sup>th</sup> and 12<sup>th</sup> Grievants were Respondent's employees**

33. The Respondent alleged that it did not have any contract with the 11<sup>th</sup> and 12<sup>th</sup> Grievants which fact was acknowledged by the Claimant who alleged that since the said HJF MRI was based in foreign country then its agent was the Respondent herein in Kenya. The Court notes that the Respondent did not issue contracts to the said 11<sup>th</sup> and 12<sup>th</sup> grievants. Their minutes attached herein referred to the rest of the grievants apart from the two. This therefore meant that they were not the Respondent's employees. Nothing stopped the Claimant from suing the said HJF MRI if it was the employer of the two grievants even if they were based in a foreign country. It was the duty of the Claimant to sue the right party instead of requiring the Respondent to initiate third party proceedings for something it had no obligation for. In the case of *Kaiga vs Das KEELRC 2194 (KLR) (22 September 2023)* the court held that;

The courts holds that the existence of employer-employee relations is primal to any employment claim and the Jurisdiction of the court flowing from Article 162(2)(b) of *the Constitution* and Section 12 of the *Employment and Labour Relations Court Act* is premised on the existence of employer-employee relationship....The burden of proof of the employment relationship lay with the claimant.

34. It is therefore clear that there being no employer-employee relationship between the 11<sup>th</sup> and 12<sup>th</sup> Grievants and the Respondent the said grievants had no claim against the Respondent herein.

Whether the Grievants were unfairly and wrongfully terminated or their contracts expired Automatically

35. The Grievants alleged that they were terminated by the Respondent on grounds of redundancy for reduced donor funding. The Respondent on the other hand alleged that the Grievants were hired on fixed term contracts hence there was no legitimate expectation to renew them. The court notes that the Grievants contracts were fixed term contracts running from 1<sup>st</sup> March,2018 to 30<sup>th</sup> September,2018 the same were renewable at the option of the employer with agreement of the person engaged subject to appropriation and availability of funds in the Project. This goes in tandem with Section 10(3)(c) which provides that;

where the employment is not intended to be for an indefinite period, the period for which it is expected to continue or, if it is for a fixed term, the date when it is to end;

36. The court in addition notes that the grievants were notified on 18<sup>th</sup> July,2018 that their contracts will not be renewed. Ms Breda Chiboli was also notified by a letter dated 24<sup>th</sup> September,2018 of intention to terminate her contract due to expiry of her contract as well as reduced donor funding.



37. The contracts of employment provided that the activities would be funded by US Army Medical Research Directorate-Kenya(USAMRD-K) where the same would provide funds for salaries. Further the HJF MRI had a cooperative agreement with US National Institute for Health which awarded funds to Research Agencies including the US Military HIV Research Program which was under the US Department of the Army. The Respondent put it clear that the HJF MRI oversaw aspects of funding. It was therefore clear that the grievants having fixed term contracts, the same could only be renewed at the discretion of the respondent and upon availability of funding. The respondent informed the grievants that the funding from which their salaries were drawn had become unavailable. This was provided for under clause 1(i) of the schedule to the employment contracts. In the case of *In REGISTERED TRUSTEES OF THE PRESBYTERIAN CHURCH OF EAST AFRICA & ANOTHER VERSUS RUTH GATHONI NGOTHO KARIUKI 2017 EKLR* it was stated thus:

‘Bearing the foregoing in mind, we note that fixed term contracts carry no rights, obligations, or expectations beyond the date of expiry. Accordingly, any claim based after the expiry of the respondent’s contract ought not to have been maintained. This is in relation to the salary for the months of April up to 5th May, 2010. Similarly, since the respondent’s contract came to an end by effluxion of time any claim for wrongful termination could not be maintained....Such fixed term contracts are self-terminating and requires no intervention by either party’.

38. In conclusion the grievants employment contracts were not unfairly terminated on the grounds of redundancy but through effluxion of time. The claim for unfair termination is therefore found without merit and is hereby rejected.

**Whether the Claimant is entitled to the reliefs sought.**

39. Aa. aa.WhetherWheHaving found that the Grievants were terminated due to effluxion of time were their contracts expired this court proceeds to find that the Claimant is not entitled to the prayers sought.

40. The upshot of the foregoing is that the Grievants were not unfairly terminated and as such not entitled to the reliefs sought from court as their contracts simply terminated by affluxion of time.

41. In conclusion the claim in its entirety is found without merit and is hereby dismissed with costs

PARA 42.

It is so ordered.

Dated at Nairobi this 12<sup>th</sup> day July, 2024

**Delivered virtually this 12<sup>th</sup> day of July, 2024**

**Abuodha Nelson Jorum**

**Judge**

