



**Kenya Concrete, Structural, Ceramic Tiles, Wood Plys and Interior
Design Workers Union v Kenya Builders and Concrete Co Ltd (Cause
E723 of 2022) [2025] KEELRC 2557 (KLR) (25 September 2025) (Judgment)**

Neutral citation: [2025] KEELRC 2557 (KLR)

**REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI
CAUSE E723 OF 2022
HS WASILWA, J
SEPTEMBER 25, 2025**

BETWEEN

**KENYA CONCRETE, STRUCTURAL, CERAMIC TILES, WOOD PLYS AND
INTERIOR DESIGN WORKERS UNION CLAIMANT**

AND

KENYA BUILDERS AND CONCRETE CO LTD RESPONDENT

JUDGMENT

1. The Claimant instituted this claim vide a Statement of Claim dated 12th October 2022 on grounds that the Respondent wrongfully, unfairly and unlawfully terminated Mr. Bernard Wanyama and 5 others, being members of the Claimant from their employment on account of redundancy and has failed, ignored and refused to pay final dues as per the law. It prays for judgment and declaration against the Respondent for orders that: -
 - a. For a declaration to issue to the effect that the termination of the Claimant members contract of employment herein was un procedural, wrongful and unfair hence null and void.
 - b. The seven members of the Claimant herein be reinstated unconditionally to their occupations prior to termination/ redundancy.
 - c. The Honorable issue an order adopting the recommendations of the conciliator as orders of court.
 - d. In the alternative of prayers "2" & "3" above the Respondent herein be ordered to pay all the terminal dues of the grievants as tabulated.
 - e. The Respondent do meet the costs of this suit.



- f. The Respondent do pay interest on 4 and 5 above at court rates from the date of filing suit till payment in full.
- g. This Honourable court be pleased to issue any other further and better relief that it may deem just and fit to grant.

Claimant's Case

2. The Claimants avers that it is a trade union duly registered as such pursuant to the provisions of the *Labour Relations Act* whose mandate under her constitution is to create and sustain good employment and labour relations between her members and their employers.
3. It is the Claimant union's case that the Respondent unfairly, wrongfully, unlawfully and illegally terminated its members, Mr. Bernard Wanyama and 5 others, from their employment on account of redundancy and has failed, ignored and/or refused to pay their final dues as per the law.
4. The Claimant union avers that the Respondent's action is largely aimed at frustrating its efforts in achieving a Recognition Agreement; actions which is against the International Labour Conventions/Declarations, Article 14 of the *Constitution* as well as the supportive legislations.
5. The Claimant union avers that the right to association entrenched in Article 36 of the *Constitution* cannot be limited unless the limitation is by law and in accordance with Article 24. Therefore, the rights granted under Article 41 on unionization read together with Article 36 are further regulated under the *Labour Relations Act* to give further meaning, effect and realization to these rights. The regulation of the right to associate and unionize under the *Labour Relations Act* is not a derogation from the constitutional provisions under the Bill of Rights and as such are lawful.
6. The Claimant union avers that its aggrieved members are in financial distress and their lives and activities have been put on hold due to the unfair, un-procedural, unlawful and illegal actions of the Respondent. Thus, it has moved diligently and expeditiously to safeguard the grievants' employment rights, benefits and interests.
7. The Claimant union avers that the Respondent has refused, declined and ignored the findings and recommendations of the appointed Conciliator issued on 5th September 2022 in which the Conciliator observed, found and recommended as follows:

“Findings:

I perused through the written and verbal submission by the parties and established as follows: -

- i. That the management failed to produce a copy of their said CBA and a corresponding recognition agreement with Kenya Quarry and allied workers union. The claim was thus not authenticated.
- ii. The management failed to prove availability of a dispute on demarcation or claim of membership to the said Kenya Quarry and allied workers union.
- iii. I assumed membership of the employees to the claimant union based on the verbal confirmation by the employees that they joined the claimant union in order to enjoy their freedom of association under article 36 and 41 of the Kenya Constitution.



- iv. There is no doubt that the aggrieved employees were employed by the management. They were indeed employees as consented by both parties in their respective memoranda.
- v. The terminal dues processed by the employer have no indication of the occupation of employees. It is therefore not possible to ascertain payment of correct wages.
- vi. The management failed to produce full record of the affected employees making it difficult to confirm that the leave processed was correct.
- vii. The management further failed to produce a copy of the contract with the employees who purportedly refused to sign.
- viii. There was no evidence of disciplinary procedures instituted against the employees who purportedly failed to sign new contracts.
- ix. There is no evidence of certificate of service issued or pending collection by the aggrieved employees
- x. The claims on leave only are not sufficient as the only terminal dues to the aggrieved employees.

Recommendations

In view of the above findings, and considering that the management failed to provide employment records to assist the conciliator in computing the final dues, I hereby recommend as follows:

- i. That the Union to compute and submit the legal claims of their members as claimed herein to the management for settlement within thirty (30) days from the date of this report and the certification of full settlement be deposited with the conciliator immediately upon settlement.
 - ii. That any amount already paid by the management to be offset from the final dues
 - iii. That the affected employees to be provided with certificate of service in accordance with section 51 of the [Employment Act](#) 2007 or otherwise to enable them further their careers.
 - iv. That the parties accept these recommendations as a basis of final settlement of this trade dispute.
 - v. That any aggrieved may pursue this dispute further through any available legal means.
 - vi. That my case file be deemed closed.”
8. It is the Claimant union’s case that it computed and tabled before the Conciliator and the Respondent, the grievants terminal dues. However, the Respondent has ignored, neglected and refused to pay them the same as required under the law and the Conciliator’s recommendation.
 9. The Claimant union avers that the Respondent’s decision to stop the employment of the grievants without valid reasons amounts to discrimination contrary to the provisions of Section 5(2) (3) of the [Employment Act](#) and the mandatory provisions of Article 27(4) of the [Constitution](#).
 10. It is the Claimant union’s case that the Respondent’s actions did not observe the mandatory requirements of Article 47 of the [Constitution](#) and Section 4 of the [Fair Administrative Actions Act](#) on efficiency and fairness in their internal disciplinary process.



Respondent's Case

11. In opposition, the Respondent filed a Memorandum of Response dated 27th May 2023.
12. The Respondent avers that they were engaged with the six grievants, Felix Mutuku, Boniface Amuhua, Felix Kithaka, Patrick Wambua, Bernard Wanyama and Peter M Mutisya, on diverse dates as casuals for a fixed period of 2 months under terms of service that were guided by their respective Casual Employment Contract Forms as read together with the [Employment Act](#), 2007 and relevant company rules, regulations, and policies.
13. It is the Respondent's case that at the time of the grievants' separation from the company, they were engaged as casuals in the General Worker Department and had their salaries computed daily but paid out weekly.
14. The Respondent avers that Felix Mutuku was engaged as a casual on 14th October 2015 and paid a daily rate of Kshs.503.00; Boniface Amuhua was engaged on 4th January 2017 and paid a daily rate of Kshs. 503; Felix Kithaka was engaged on 7th August 2018 and paid a daily rate of Kshs. 572; Patrick Wambua was engaged on 28th January 2017 and paid a daily rate of Kshs. 503; Bernard Wanyama was engaged on 13th July 2016 and paid a daily rate of Kshs. 503; and Peter M. Mutisya was engaged on 14th May 2016 and paid a daily rate of Kshs. 503.
15. It is the Respondent's case that on or about November 2020, it decided to offer some of its casual employees permanent employment; however, out of the 23 casual employees, the grievants were the only employees who rejected this conversion.
16. The Respondent avers that the grievants refused to be converted from casual to regular employees in compliance with section 37(1) of the [Employment Act](#) and as a result it had to separate with them. The respondent computed and paid out full and final dues of the grievants and they accepted the same.
17. The Respondent aver that at all material times to this suit, it had a valid Recognition Agreement and CBA with Kenya Quarry ESZ Mines Workers Union and that the claimant union is a stranger to the Respondent.
18. It is the Respondent's case that Section 27 of the [Employment Act](#) gives the employer the mandate to set out hours of work. This can be construed to mean that the employer has the prerogative to set the terms and conditions of service as long as the provisions of section 10 of the [Employment Act](#) with respect to consultation is adhered to.
19. A service contract like any other contract is subject to the twin parameters of offer and acceptance.
20. The Respondent avers that it offered the grievants enhanced terms of service based on operational requirements as it sought to convert their casual employment to regular engagement. However, for reasons best known to themselves, they decided to reject the appointment letters, necessitating their separation from the Respondent who was complying with section 27 of the [Employment Act](#).
21. The Respondent aver that the issue of unfair termination does not arise for reasons that the separation was occasioned by the refusal of the grievants to accept an enhanced service contract.
22. It is the Respondents' case that no notice is due to a casual employee under the provisions of the [Employment Act](#). Additionally, no leave days, leave travelling allowance, overpayment and underpayments are due to the grievants.



23. The Respondent avers that severance pay is only applicable in redundancy cases, and this claim was not for redundancy.

Evidence in Court

24. The Claimant union's witness, Bernard Wanyama (CW1) adopted his witness statement dated 28th October 2024 as his evidence in chief.
25. CW1 testified that when they were sacked, he was not give a termination letter.
26. He further testified that they were not paid although the Respondent wrote to a report indicating they were paid.
27. During cross examination, CW1 testified that he has no evidence that they were paid travel allowance and neither have they submitted any CBA.
28. CW1 testified that he has a casual employee and he was not offered permanent employment and he did not refuse to a permanent employee.
29. CW1 testified that he has no authority to testify for the other employees.
30. CW1 testified that there was no recognition agreement between the Claimant union and the Respondent
31. The Respondent's witness, Jeremiah Nzioka, (RW1) testified that he works as the Respondent's Human Resource Manager. He adopted his witness statement dated 5th July 2025 as his evidence in chief and produced the Respondent's bundle of documents dated even date as his exhibits.
32. During cross-examination, RW1 testified that the grievants were casuals and used to paid on casual basis.
33. RW1 testified that the grievants were its employees from 2015 to 2021.
34. RW1 testified that the grievants were going on leave and when they declined to sign up as permanent employees, their employment was dismissed.

Claimant's Submissions

35. The Claimant union submitted on four issues: - Whether the grievants were still casuals at the time of termination; whether the Respondent had a valid reason to terminate the grievants; whether the Respondent adhered to the due procedure before dismissing the grievants; and whether the grievants are entitled to the reliefs sought in the statement of claim.
36. On the first issue, the Claimant union submitted that grievants were employed on diverse dates on fixed term contracts of two months to which Felix Mutuku was employment in October, 2015, Boniface Amuwa in January, 2017, Felix Kithaka in August, 2018, Patrick Wambua in January, 2017, Bernard Wanyama in July, 2016, and Peter M. Mutisya in May, 2016 respectively.
37. The Claimant union submitted that the grievants were not casual employees within the meaning of the *Employment Act*, as they were engaged on fixed term contract of two months which were renewable after 2 months. The fact that the grievants were engaged by the Respondent continuously for years, stops the Respondent from referring them as casual employees.
38. It is the Claimant union's submission that the grievants were not casual employees but were regular employees of the Respondent originally engaged on fixed term contracts, however, the said contracts



were not renewed and the Respondent has not filed any evidence of re-engaging them as casuals after the expiry of said two months.

40. The Claimants submitted that there would be no need for restructuring and terminating services of any consultant were they not full-time employee. The existence of an employment engagement coupled with monthly salary payments remitted by the 1st Respondent which was not controverted that they were remitted for any other service is a prima facie confirmation that the Claimants were employees of the 1st Respondent.
41. On the second issue, the Claimant union submitted that the grievants were not casual employees as confirmed by the employment contracts filed by the Respondent, therefore, it is not true that the contracts of employment allegedly issued to them and which they refused to sign were to convert their employment from casuals to permanent employees.
42. It is the Claimant union's submission that the Respondent maintained the grievants' employment after the expiry of their original two months' contracts without renewal of the said contracts and thereafter they worked continuously for years without any intermittent break. Therefore, their contracts were impliedly converted from fixed term to open end terms for the intervening period between the expiry of the original fixed term contracts up to the time of their dismissal, and, there was nothing to be changed contrary to the Respondent's allegations.
43. The Claimant union submitted that the Respondent had no valid reason to dismiss the grievants' employment since the terms of engagement between the Respondent and the grievants had impliedly been converted by circumstances. The Respondent was only obligated to formalize the grievants' open-ended engagement and backdate the changes from the time the fixed term contracts expired.
44. On the third issue, the Claimant union submitted that the Respondent produced in court dismissal letters dated 2nd January 2021 state that the grievants were dismissed following their refusal to sign the purported employment contracts issued to them in November 2020 and which contracts the Respondent allege were meant to convert their employment terms of from casual to permanent employees. However, the Respondent failed to disclose to this court if it subjected the grievants to any disciplinary process before dismissing their services as required under the law.
45. The Claimant union submitted that the Respondent has not filed any evidence in form of minutes to prove it had disciplinary meetings as contemplated under Section 41 of the *Employment Act*.
46. On the fourth issue, the Claimant union submitted that the grievants are entitled to payment in lieu of annual leave pursuant to the provisions of Section 28 of the *Employment Act*. The Respondent failed to grant annual leave to the grievants for the entire period of their employment periods. Further, the Respondent has not filed any evidence in form of employment records which it is required to keep pursuant to Section 74 of the *Employment Act*, to prove that the grievants utilized their leave days while in employment.
47. It is the Claimant union's submissions that the Respondent's failed to adhere to the due procedure before dismissing the grievants, thus, the said dismissals were unfair, and they are entitled to compensation pursuant to the provisions of Section 49 (1) (c) of the *Employment Act*.
48. The Claimant union submitted that the grievants are equally entitled to payment of service for reasons that the Respondent was not remitting NSSF contributions for them. This right is derived from on the provisions of Section 35 (5) and (6) of the *Employment Act*.



49. The Claimants submitted that the claim for leave travelling allowance is derived from the provisions of Clause No. 9 of the CBA that took effect from the month of June, 2018. Additionally, the grievants are entitled to payment in lieu of underpayments based on the applicable legal notices.

Respondent's Submissions

50. The Respondent submitted on three issues: whether the Claimant's witness had authority to testify on behalf of other grievants; whether the grievants were unlawfully and unfairly terminated; and whether the Claimant is entitled to the remedies sought.
51. On the first issue, the Respondent submitted that Rule 23 of the *Employment and Labour Relations Court (Procedure) Rules, 2024* refers to suits by several persons where one person on behalf of others is required to file a letter of authority signed by all parties. The requirement is couched in mandatory terms, and failure to do so renders the suit defective.
52. The Respondent submitted that Rule 23 (3) stipulates that the statement of claim must be accompanied by a schedule of names of the other grievants, addresses, descriptions, details of wages etc. These are material aspects to a representative suit that renders the suit unmaintainable for lack of particularity. Therefore, to purport to dispense with this requirement after the hearing disentitles the Respondent a defence as established by the law and consequently occasions injustice.
53. The Respondent relied in *Ndungu Mugoya & 473 others v Stephen Wangombe & 9 others* [2005] KEHC 2260 (KLR) wherein the court cited *John Kariuki & 347 Others –versus John Mungai Njoroge & 8 others* Nakuru HCCC No. 152 of 2003 (unreported) at page 9:
- “The plain reading of the above rule (Order 1 rule 12 Civil Procedure rules) is that where a party requires another party to appear, plead, or act on his behalf he has to give the authority in writing before such a person filing suit can claim to be representing such person. The said written authority has to be signed by the person giving the authority and must be filed in court where the suit is to be filed. The mischief that the said rule was meant to address, in my humble view, is to prevent a situation where a party may become bound by a court decision without his having any knowledge of the suit that led to the said decision. The court can envisage a scenario, where, lets say, after the dismissal of a suit, such a plaintiff whose name has been included declines to settle the costs on the pretext that he did not authorise the suit to be filed in his name. In my considered view, this requirement is mandatory. A party cannot be condemned or enjoy a benefit from a court process without his say so.”
54. The Respondent submitted that in the absence of the signed authority to act, the Claimant's witness lacked the authority to act on behalf of the other grievants, and would render their claims as against the Respondent herein incompetent for failure to comply with the mandatory provisions of Rule 23 of *ELRC (Procedure) Rules, 2024*.
55. On the second issue, the Respondent submitted that it offered to change the terms of engagement of several of its employees including the grievants from casual engagement to regular employment, the grievants declined and instead opted to request for payment of their dues. This was confirmed by CW1 during cross examination who acknowledged writing to the Respondent declining conversion of his terms from fixed term to regular/open end contract. Its actions followed the provisions of Section 37 of the *Employment Act*.
56. The Respondent submitted that an employer has the prerogative to set the terms and conditions of service in strict compliance with the provisions of Section 10 (6) of the *Employment Act*, 2007. That



- the grievants having rejected the proposed changes in their terms of engagement left the Respondent with no option but to separate with the grievants.
57. The Respondent further submitted that a service contract is like any other contract and is subject to the twin parameters of offer and acceptance. In this case, the grievants were offered terms which they declined to accept necessitating separation. The Claimant has not made out a case for unfair termination and as such the claim ought to be dismissed with costs to the Respondent.
 58. It is the Respondent's submissions that it had a valid ground for separation with the grievants who declined or refused to accept the new terms of engagement.
 59. On the third issue, the Respondent submitted that the grievants were all paid their terminal dues at the time of their separation with the Respondent as evidenced by copies of discharge and petty cash vouchers with respect to payments made to them at the time of separation.
 60. It is the Respondent's submissions that the grievants did execute discharge vouchers confirming receipt of the sums of money. In the vouchers, the grievants indicate that they have no further claims as against the Respondent.
 61. On the legal effect of the signed discharge voucher, the Respondent submitted that in Kenyan employment law, a signed discharge voucher, or settlement agreement, generally acts as a binding contract, barring further claims against the employer for matters related to the employment, unless it can be proven to be invalid.
 62. The Respondent submitted that the grievants willfully signed the discharge voucher upon payment of the terminal. The Claimant never challenged the admissibility of the discharge voucher at the hearing nor in its submissions. There is no proof of coercion to sign the discharge voucher, therefore, it is clear that the grievants received and acknowledged receipt of final dues and waived any further claims against the employer arising from the employment relationship. Therefore, the Claimant is not entitled to any of the reliefs sought.
 63. The Respondent submitted that the Claimant has not made a case for unlawful and un-procedural dismissal. The grievants requested the Respondent to pay their terminal dues, which were paid out, prior to the separation. Therefore prayer (a) is without merit and should be dismissed.
 64. The Respondent submitted that the claim for reinstatement is overtaken by events as it is trite law that an order for reinstatement can only be done within 3 years of separation as provided under Section 12(3) of the *Employment and Labour Relations Court Act*. It further relied in *Chris Oanda v Kenya Airways* [2021] KEELRC 765 (KLR)
 65. The Respondent submitted that this court is not bound to adopt the recommendations of the conciliator. Rule 8 (1) (b) (i) of the *ELRC Procedure Rules, 2024* provides that the conciliator's report shall not be binding upon this court and that the court has powers to exercise its discretion upon hearing parties and arrive at its own decision.
 66. It is the Respondent's submissions that the issue of unfair termination does not arise for reasons that the separation was occasioned by the grievants refusal to accept enhanced service contracts. Further, all terminal dues were paid out to the grievants at the time of their separation. Therefore, the Claimant is not entitled to prayer (d).
 67. The Respondent submitted that it has no Collective Bargaining Agreement in place with the Claimant Union to warrant an award by this court. The Claimant Union did not produce any CBA to prove entitlement of the claims pursuant to the CBA such as notice, compensation for unfair termination/ dismissal, payment of leave days, leave travelling allowance should be dismissed for want of proof. It



further submitted that there is a valid Recognition Agreement and CBA between it and Kenya Quarry & Mines Workers Union, therefore, it lacks capacity to negotiate any CBA with the Claimant Union.

68. On the issue of NSSF, the Respondent submitted that the grievants were members of NSSF and that all statutory deductions were made and remitted to NSSF. Under Section 35 (5) of the [Employment Act](#), the grievants are not entitled to service pay. Further, the Claimant has not tendered any evidence to support their claim of non-remittance of NSSF deductions.
69. I have examined all the evidence and submissions of the parties herein. The grievants testified they had been casual labourers but were dismissed unprocedurally. The respondents denied dismissing the grievants but averred that they offered them permanent employment and they refused. This offer of employment was not exhibited before this court.
70. The grievants sought to be paid herein terminal dues as recommended by the conciliator. They also sought to be reinstated to employment. However, given the length of time from the time of dismissal to date the prayer for reinstatement is not tenable.
71. The grievants however having been casuals for over 3 years they were eligible for permanent employment as per section 37 of the [employment act](#) 2007 which states as follows:
- (1) Notwithstanding any provisions of this Act, where a casual employee—
 - (a) works for a period or a number of continuous working days which amount in the aggregate to the equivalent of not less than one month; or
 - (b) performs work which cannot reasonably be expected to be completed within a period, or a number of working days amounting in the aggregate to the equivalent of three months or more, the contract of service of the casual employee shall be deemed to be one where wages are paid monthly and section 35(1)(c) shall apply to that contract of service.
 - (2) In calculating wages and the continuous working days under subsection (1), a casual employee shall be deemed to be entitled to one paid rest day after a continuous six days working period and such rest day or any public holiday which falls during the period under consideration shall be counted as part of continuous working days.
 - (3) An employee whose contract of service has been converted in accordance with subsection (1), and who works continuously for two months or more from the date of employment as a casual employee shall be entitled to such terms and conditions of service as he would have been entitled to under this Act had he not initially been employed as a casual employee.
 - (4) Notwithstanding any provisions of this Act, in any dispute before the Industrial Court on the terms and conditions of service of a casual employee, the Industrial Court shall have the power to vary the terms of service of the casual employee and may in so doing declare the employee to be employed on terms and conditions of service consistent with this Act.
 - (5) A casual employee who is aggrieved by the treatment of his employer under the terms and conditions of his employment may file a complaint with the labour officer and section 87 of this Act shall apply.
72. The grievants could thus be terminated only after following due process as envisaged under section 41 of the [Employment Act](#) 2007 which states 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.

73. The envisaged process was never followed and therefore the termination of the grievants was unfair and unjustified.

74. I therefore find for the grievants and direct that they be compensated for unfair dismissal and be paid their terminal dues as per the conciliators findings and submissions by the claimant as follows:

1. Felix Mutuku

Employed on 14th October 2015 and terminated on 2nd December 2020:

Be paid as follows:

- a. Service for 5 years (15 days x 5 yrs x 600) =45,000/-
- b. Notice for one month (26 Days x 600=15,600/-
- c. leave for 5 yrs (21 days x 5yrs x 600=63,000/-
- d. Underpayment 653-600=53/-x 26days x 60 months=83,680/-

Total =Kshs 206,280/-

2. Patrick Wambua

Employed as a casual worker on 28th January 2017 and terminated on 2nd December 2020.

Be paid as follows:

- a. Service of 3 years and 11 months (15 days x 3 years & 11 months x 623=29,063.8
- b. Notice of one month (26 days x 623=16,198/-
- c. Leave of 3 years & 11 months (21 days x 3 yrs & 11 months x 623=40,688.17/-
- d. Underpayment 653-623=30(30 x 26 days x 3 yrs & 11 months=36,660/-

Total. Total kshs 122,608/-

3. Amuwa Bonface

Employed as a casual worker on 4th January 2017 and terminated on 2nd December 2020

Be paid as follows:

- a. Service of 3 years and 11 months (15 days x 3 years & 11 months x 623=29.062.8
- b. Notice of one month (26 days x 623=16 198/-
- c. Leave of 3 years & 11 months (21 days x 3 yrs & 11 months x 623=40,688.1/-
- d. Underpayment 653-623=30 (30 x 26 days x 3 yrs & 11 months 36,660/-

Total kshs 122,608/-



4. Bernard Wanyama

Employed as a wash sand operator on 13th July 2016 and terminated on 2nd December 2020.

Be paid as follows:

- a. Service of 4 yrs (15 days x 4 yrs x 629=41,520/-
- b. Notice of one month 26 days x 4 yrs x 692=17,992/-
- c. Leave of 4 yrs (21 days x 4yrs x 692=58,128/-
- d. Underpayment 880-692=188 (188x26 days x48-months=23,624/-

Total 352,264/-

5. Peter M. Mutisya

Employed as load photographer on 14th May 2016 and terminated on 2nd December 2020.

Be paid as follows:

- a. Service of 4yrs 6months (15 daysx4 yrs 6 monthsx623=42,987/
- b. Notice of one month 26days x 623 = 16,198/.
- c. Leave of 4 yrs 6 months (21 days x4 yrs 6 months x 623=60,181.8/-
- d. Underpayment 625-623=30 (30x 26days x 42 months=32,760/-

Total 152,126/-

6. Felix Kitheka

Employed as a casual worker on 17th August 2018 and terminated on 2nd December 2020,

Be paid as follows:

- a. Service of 2yrs = 15 days x2yrsx 623=18,690/-
- b. Notice of one month-26 days x 623=16,198/-
- c. Leave of 2yrs (21 days x 2yrs x 623=26,166/-

Underpayment 653-623-30(30 x26 days x 24months= 18,720/-

Total 79,774/-

Grand total = 1,035,660 /-

75. 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 25TH DAY OF SEPTEMBER 2025.

HELLEN WASILWA

JUDGE

