



**Migiro & 15 others v Registered Trustees of National Council of Churches of Kenya & another (Cause E175 of 2021) [2025] KEELRC 2994 (KLR) (30 October 2025) (Judgment)**

Neutral citation: [2025] KEELRC 2994 (KLR)

**REPUBLIC OF KENYA  
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI  
CAUSE E175 OF 2021  
CN BAARI, J  
OCTOBER 30, 2025**

**BETWEEN**

**DR. MARGARET MIGIRO ..... 1<sup>ST</sup> CLAIMANT  
MBAABU BARINE ..... 2<sup>ND</sup> CLAIMANT  
JANE CLAIRE MUTHONT W ANYEKI ..... 3<sup>RD</sup> CLAIMANT  
MASELLA ACHIENG BARAZA ..... 4<sup>TH</sup> CLAIMANT  
ANNE NYAMBURA OCHANDA ..... 5<sup>TH</sup> CLAIMANT  
CHRISTINE WANJA ..... 6<sup>TH</sup> CLAIMANT  
NEHEMIAH MISATI BUNDI ..... 7<sup>TH</sup> CLAIMANT  
IRENE BETTY SUNGU ..... 8<sup>TH</sup> CLAIMANT  
MARGARET MUSUME ..... 9<sup>TH</sup> CLAIMANT  
ALFRED MUTWIRI NJERU ..... 10<sup>TH</sup> CLAIMANT  
CHRISTINE MAKENA GITARI ..... 11<sup>TH</sup> CLAIMANT  
ELENA WANJA ..... 12<sup>TH</sup> CLAIMANT  
LEAH WANGECHI GACHOKA ..... 13<sup>TH</sup> CLAIMANT  
BEYERLY NASAMBU KICHANA ..... 14<sup>TH</sup> CLAIMANT  
ANNE NJERI MUREITHI ..... 15<sup>TH</sup> CLAIMANT  
COLLINS SIMIYU MUTEKA ..... 16<sup>TH</sup> CLAIMANT**

**AND**

**THE REGISTERED TRUSTEES OF NATIONAL COUNCIL OF CHURCHES OF  
KENYA ..... 1<sup>ST</sup> RESPONDENT**



## JUDGMENT

### Introduction

1. This judgment relates to the Claimants' Memorandum of Claim dated 16<sup>th</sup> February, 2021. Under the claim, the Claimants seek the following reliefs: -
  - i. A declaration that the act of the Respondents to declare the Claimants redundant was unlawful
  - ii. Days worked up to 9<sup>th</sup> March, 2020;
  - iii. Pending leave days;
  - iv. One month notice
  - v. 15 days severance pay for each completed year of service; and
  - vi. Pension as per RBA Guidelines.
2. The Respondents filed a joint Statement of Response to the claim dated 6<sup>th</sup> July, 2021, admitting that the Claimants were employees of the 2<sup>nd</sup> Respondent, a subsidiary of the 1<sup>st</sup> Respondent, but deny that they were unfairly terminated and instead, aver that they were procedurally declared redundant.
3. The Claimants' case was first heard by Hon. Justice Rika on 6<sup>th</sup> March, 2024, when Dr. Margaret Migiro, the 1<sup>st</sup> Claimant testified on behalf of all the Claimants. The Respondents' case was later heard on 21<sup>st</sup> June, 2021 and concluded by this court on 3<sup>rd</sup> March, 2025 with the evidence of one Edith Njeri, the Human Resources Manager of the 2<sup>nd</sup> Respondent.
4. Submissions were filed for all the parties.

### The Claimants' Case

5. The Claimants' case is that they were long serving employees of the Respondents, working at the Respondents' Huruma, Nairobi branch in various positions including Senior Administrative Officer, Medical Officer, Clinical Officer, Nursing Officer, Cashier, and Receptionist. They aver that their employment was on permanent and pensionable terms of service, and had served diligently for periods ranging between 2 to 20 years.
6. It is their case that on 9<sup>th</sup> March 2020, the Respondents terminated their employment, citing severe financial difficulties and the need to scale down operations. The Claimants argue that the termination allegedly due to redundancy, was unlawful, unprocedural, and violated *the Constitution* of Kenya (2010), the *Employment Act* (Cap 226), and ILO Convention No. 158.
7. It is the Claimants' case that there was no valid justification for declaring redundancies, as the Respondents immediately re-advertised the same positions just days after terminating their services, showing the hospital remained operational.
8. The Claimants aver that the redundancies were declared before the onset of COVID-19, yet the Respondents falsely cited it as the cause of the redundancy. They aver that the Respondents failed to issue prior notice to both the Claimants and the Labour Officer, as required by law.



9. The Claimants state that despite the declaration of redundancy, Severance pay and other dues remain unpaid. It is their case that the Certificates of Service issued were also non-compliant.
10. It is the Claimants' position that although the Respondents had promised to pay salaries up to the termination date, pending leave, one-month notice pay, and pension dues, they failed to fulfil these promises despite repeated reminders.
11. The Claimants assert that this failure has caused them psychological anguish, financial loss, and distress. They aver further that the Respondents' actions are malicious, wrongful, and made in bad faith, and therefore seek just compensation for the unlawful termination.
12. The Claimants further argue that the Respondents maintained a toxic work environment, where employees were barred from joining or forming trade unions, in violation of Article 41 of *the Constitution* of Kenya (2010), which protects the right to fair labour practices and union participation.
13. The Claimants further claim that the Respondents breached Article 41 by denying them fair labour relations and fair remuneration. They aver that despite repeated requests, the Respondents have unreasonably delayed payment of their dues, causing them prolonged hardship and suffering, which compelled the Claimants to file this suit.
14. It is the Claimant' prayer that the Court awards them the reliefs listed in their memorandum of claim.

### **The Respondents' Case**

15. The Respondents' case is that the Claimants were employees of the 2<sup>nd</sup> Respondent, and deny that they were employed by the 1<sup>st</sup> Respondent, asserting that the 2<sup>nd</sup> Respondent is a separate legal entity and a subsidiary of the 1<sup>st</sup> Respondent. They aver that the 1<sup>st</sup> Respondent was wrongly sued and will seek to be struck off the proceedings for misjoinder.
16. The 2<sup>nd</sup> Respondent admits that the Claimants worked in various positions, but denies that their employment was permanent and pensionable, stating instead, that their contracts were for a fixed term of two years, and were renewable based on performance and funding availability.
17. The Respondents maintain that the termination of Claimants' employment was due to redundancy caused by financial constraints, worsened by the harsh economic climate, the outbreak of COVID-19, and a reduction in donor funding.
18. It is their case that the process followed complied with Section 40 of the *Employment Act*, 2007, and deny that the redundancy was unlawful or malicious.
19. The 2<sup>nd</sup> Respondent also denies that it failed to pay the Claimants' dues, explaining that it engaged them to develop a payment plan for outstanding sums, but was hindered by cash flow challenges and disputes any claim of bad faith or malice.
20. The Respondent further denies claims that it restricted union membership, asserting there were no contractual terms preventing the Claimants from joining a trade union.
21. On the redundancy process, the 2<sup>nd</sup> Respondent avers that it notified the County Labour Officer via a letter dated 28<sup>th</sup> February 2020, and delivered on 11<sup>th</sup> March 2020, and that it held a meeting with affected staff to explain the redundancy and proposed payment plan, and finally issued termination letters specifying dues and mode of payment.
22. The Respondents contend that the Statement of Claim contains misstatements and omissions intended to mislead the court and therefore urge the court to dismiss the Claim with costs.



23. It is the Respondents' prayer that the Claimant's claim herein be dismissed with costs.

### **The Claimant's submissions**

24. It is the Claimants' submission that the impugned decision was procedurally unfair since the Respondent failed to issue the first notice of impending redundancy. They had reliance in the case of *Betty Chemurgor vs. Laico Regency Hotel Limited* [2021] eKLR where the court held that in compliance with Section 40[1] [b] of the Act, an employer is under an obligation to issue a Claimant with a one month's notice of the intended redundancy.
25. The Claimants further submit that the requirement to notify the Labour Office is not merely for information or cosmetic purposes, but to safeguard the interest of a Claimant noting that the decision by an employer is not an employee's fault but on reasons that must be well grounded and proved by the employer.
26. The Claimants submit that their termination is unfair for want of pre- redundancy consultations. They sought to rely in the Court of Appeal decision in *Cargill Kenya Limited vs. Mwaka & 3 others* [2021] eKLR, for the holding that consultation is now specifically required by Article 47 of *the Constitution* and the *Fair Administrative Action Act*, and that administrative action is defined under the Act to include any act, omission or decision of any person, body or authority that affects the legal rights or interests of any person to whom such action relates, and further that employers fall within the category of persons whose action, omission or decision affects the legal rights or interests of employees.
27. It is their submission that to complete the process of redundancy, an employer is required to pay to an employee declared redundant severance pay at the rate of not less than fifteen days' pay for each completed year of service and other dues, which have to date not been paid to them. They submit that the Respondents did not comply with the redundancy process.
28. They submit that the impugned decision to declare them redundant was made in bad faith and was unreasonable as no financial report was produced to demonstrate the true financial position of the facility at the material time.
29. It is their submission that the Respondents did not provide evidence on the criteria used to select the 16 of them as candidates for declaration of redundancy considering that most of them were holding senior positions with specialized skills in their areas of work.
30. The Claimants further submit that contrary to the Respondents' position, all positions held by the Claimants herein were unionisable, hence the decision by the Respondents to bar them from joining a Trade Union was unjustified in the circumstances.
31. They submit that the Respondents violated their right to join a trade union contrary to Article 41 (2) (c) of *the Constitution*.
32. The Claimants finally submit that they are entitled to the reliefs sought and further pray that they are awarded costs of this suit.

### **The 1<sup>st</sup> Respondent's Submissions**

33. Although the 1<sup>st</sup> Respondent filed submissions, their submissions only concerned the application seeking that it be struck out of these proceedings, which application was heard and determined before the hearing of this suit. The submissions filed are therefore moot.



## **The 2<sup>nd</sup> Respondent's Submissions**

34. The 2<sup>nd</sup> Respondent submits that the reasonableness of the decision has to be judged by the circumstances prevailing at the time the decision was made, and it is not for the Court to substitute its judgment for that of the employer. It had reliance in the case of *Nation Media Group Limited v Munene* (Civil Appeal E603 of 2021) [2025] KECA 114 (KLR) (24 January 2025) for the holding that:-
- “The role of the court in this regard needs to be restated. While the decision to declare a redundancy is indeed one that can only strategically be made by an employer, and the courts cannot substitute their judgment with that of an employer, the Court should be satisfied that the employer genuinely believed that there was a redundancy situation and proceeded to exercise the redundancy discretion properly and legally.”
35. The 2<sup>nd</sup> Respondent further submits that the aspect of issuing a notice in writing was overtaken by events on the basis that in its letter to the labour officer, it had budgeted to pay one month's salary in lieu of notices to all the 33 employees.
36. It is its submission that clause 10.1 of the contract of employment, which applied *mutatis mutandis* to all the Claimants' contracts, provided for termination with one month's salary in lieu of notice.
37. It submits that a total of 17 employees out of 33 were paid their dues, while the rest opted to sue, holding out for maliciously unjustifiably higher dues. It submits further that it was only prudent for the 2<sup>nd</sup> Respondent at that point to put their payment on hold until the determination of this matter.
38. The 2<sup>nd</sup> Respondent submits that the claims that a not-so-suitable criterion was applied falls on the Claimants' failure to substantiate the same, and the fact that a specific model cannot be imposed on a party. It placed reliance in the case of *Kenya Airways Limited v Aviation & Allied Workers Union Kenya & 3 others* [2014] KECA 404 (KLR) to support this position.
39. It is the 2<sup>nd</sup> Respondent's submission that it was not obligated to conduct pre-redundancy consultations, considering the fact that it was about to declare more than half of its employees redundant, which was quite a big number as per their operations; nonetheless, for inclusivity, they still conducted a representatives Board meeting.
40. It submits further that the tabulated amounts by the Claimants are a misrepresentation of facts and a clear aspect of unjust enrichment. It submits further that a true representation of the dues owed to the Claimants at the time of termination is that found in their letter to the labour officer.
41. The Respondent finally submits that the declaration of redundancy was informed by the then prevailing circumstances, and the Claimants were thus not unfairly declared redundant.

## **Analysis and Determination**

42. I have carefully considered the pleadings, the witnesses' oral testimonies and the rival submissions. The issues for determination are:-
- i. Whether the Claimants were unfairly terminated on account of redundancy
  - ii. Whether the Claimants are entitled to the remedies sought
  - iii. Who bears costs.



### Whether the Claimants were unfairly terminated on account of redundancy

43. It is not disputed that the Claimants were terminated on account of redundancy. The Claimants fault the redundancy process on various grounds, arguing firstly, that there was no valid justification for declaring redundancy, as the Respondents immediately re-advertised the same positions just days after terminating their services.
44. The Claimants further contend that the redundancy was declared before the onset of COVID-19, yet the Respondents falsely cited it as the cause of the redundancy. They aver that the Respondents failed to issue prior notice to both the Claimants and the Labour Officer, as required by law.
45. On their part, the Respondents maintain that the termination of the Claimants' employment was due to redundancy caused by financial constraints, exacerbated by a harsh economic climate, the outbreak of COVID-19, and a reduction in donor funding.
46. The 2<sup>nd</sup> Respondent asserts that it notified the County Labour Officer of their intention to declare redundancies via a letter dated 28<sup>th</sup> February 2020, and delivered on 11<sup>th</sup> March 2020, and that it held a meeting with the affected staff to explain the redundancy and proposed a payment plan, and finally issued termination letters specifying dues owed and the mode of payment.
47. The general rule is that redundancy is a legitimate ground for terminating an employment relationship for as long as the employer can show that actual redundancy was the reason for the termination, and further show that it complied with the redundancy procedure spelt out under Section 40 of the [Employment Act, 2007](#).
48. Under Section 40(1) of the [Employment Act](#) an employer must adhere to the following procedure in a redundancy situation: -

“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.”
49. On the issue of procedural fairness, the question is whether the Claimants were issued with redundancy notices and whether the notices were issued to the Labour office. The 2<sup>nd</sup> Respondent's position is that it issued the Claimants redundancy notices and which were also served on the Labour Office on 11<sup>th</sup> March, 2020.
50. The Claimants maintain that the letters they received were only termination letters date 9<sup>th</sup> March, 2020 and no notices were issued before then as alleged.
51. In her oral testimony, RW2, Ms. Edith Njeri, told court that the Claimants were issued with termination notices which she confirmed were to take effect immediately on 9<sup>th</sup> March, 2020. She further corroborated the Claimants' evidence that the notice to the Labour Office was received on 11<sup>th</sup> March, 2020, two days after the redundancy had taken effect.
52. It is therefore clear that the one month notice of intended declaration of redundancy to the employees informing them of the impending redundancy, and the requirement for a simultaneously one month notice of intended declaration of redundancy to the Labour Office were not issued as envisaged under Section 40(1)(b). In the case of Kenya Airways Limited vs. Aviation & Allied Workers Union Kenya & 3 others [2014] eKLR the Court of Appeal held that when an employer contemplates redundancy, he should first give a general notice of that intention to the employees likely to be affected or their union.
53. On the issue of prior consultation and the criteria used, the Claimants assert that they were not at all consulted on the redundancy, and neither were they informed of the criteria applied in the decision to declare them redundant.
54. The Respondents insist that due to the huge number of employees declared redundant, it was not possible to apply a particular criterion and in respect of consultation, it argued that it was not obligated to conduct pre-redundancy consultations due to the fact that it was about to declare more than half of its employees redundant. The 2<sup>nd</sup> Respondent further told court that it held a Board meeting with representatives of the employees that were to be affected by the redundancy.
55. The 2<sup>nd</sup> Respondent's witness in her oral testimony told court that she had no Board resolution or minutes in respect of the discussions on the redundancy. It is therefore evident that the Respondents did not attempt consultations on the redundancy, and neither was criteria a concern for them. The redundancy procedure under Section 40 was simply thrown out the window and the Respondents did not seem to have put much thought into the redundancy. They seem to have woken up one morning and simply declared employees redundant.
56. In the case of Joseph Macharia Warutere & 3 Others v. Saab Kenya Ltd (2017) eKLR, the court held thus:-
- “The selection criteria must be objective and where questioned; the employer should be able to show that there was a criterion in place.”
57. On whether the grounds for the redundancy was justified, RW2, testifying on behalf of the 2<sup>nd</sup> Respondent told this court that the position previously held by the 1<sup>st</sup> Claimant (Head of clinical services) has since been filled.



58. It is now settled that redundancy must be based on the employer's operational requirements and should not be used to disguise a dismissal. In the Kenya Airways v. Aviation & Allied Workers case (supra), the court went on to say that to terminate on the ground of redundancy, the employer must show that the services of the employee have been rendered superfluous.
59. To have proceeded to fill the positions already declared redundant, only goes to say that the redundancy was not just unprocedurally executed, but may also not have been necessary.
60. By dint of the foregoing analysis, it is clear that the termination of the Claimants on account of redundancy, does not satisfy the mandatory requirements of Section 40(1) of the Employment, 2007, and did not also satisfy the test of reasonableness. The terminations were therefore unfair, and so I hold.

#### **Whether the Claimants are entitled to the remedies sought**

61. The Claimants sought a declaration that the act of the Respondents to declare them redundant was unlawful, payment for days worked up to 9<sup>th</sup> March, 2020, payment for pending leave days, one month notice, 15 days severance pay for each completed year of service; and Pension as per RBA Guidelines.
62. The Claimants contention that their dues were not paid as had been promised, remains uncontroverted. It is also evident that in the Respondents' tabulation of the dues payable, severance pay was not factored even when the termination was said to have been based on redundancy.
63. In the circumstances, I find and hold that the Claimants are entitled to severance pay (15 days' pay for every year served), one month salary in lieu of notice and payment on account of leave not taken.

#### **Pension as per RBA Guidelines**

64. It is now settled that pension claims under the RBA Act fall under the jurisdiction of the Retirement Benefit Authority and not this court. The Claimants can therefore pursue payment of their pension contribution through the RBA.
65. It is also safe to mention that though the Claimants asked the court to declare their termination by redundancy unfair, they did not proceed to seek damages/compensation for the unfair termination. As always, parties are bound by their pleadings and this court will be in error to award that which was not prayed for.
66. In whole, I find that the Claimants' claim merited, and grant orders as follows:-
  - i. A declaration that the Claimants were unfairly terminated
  - ii. An order that the Respondents pays the Claimants one month salary in lieu of notice
  - iii. Salary for the 9 days worked in March, 2020
  - iv. Severance pay (15 days' pay for every year served)
  - v. The awards herein are subject to statutory deductions.
  - vi. Costs shall be borne by the Respondents.
67. The awards above are as tabulated below:-
  1. Dr. Margaret Migiro
    - i. Monthly Salary Gross salary Total = Kshs. 228,750/=



- ii. Leave pay:  $30 \times 7,625 = \text{Kshs. } 228,750/=$
  - iii. Severance Pay period of severance from their last contracts  
Severance Pay ( $7,625 \times 1 \text{ year} \times 15 \text{ days}$ ) =  $\text{Kshs. } 114,375/=$
  - iv. Total 9 days' pay =  $\text{Kshs. } 68,625.00/=$
2. Mbaabu Barine
- i. Gross salary Total  $\text{Kshs. } 90,000/=$
  - ii. No pending leave days
  - iii. Severance Pay ( $3,000 \times 19 \text{ years} \times 15 \text{ days}$ ) =  $\text{Kshs. } 855,000/=$
  - iv. 9 days' pay =  $\text{Kshs. } 27,000.00/=$
3. Jane Claire Muthoni Wanyeki
- i. Total Gross Monthly Salary:  $\text{Kshs. } 135,000/=$
  - ii. Leave Pay =  $\text{Kshs. } 94,500/=$
  - iii. Severance Pay ( $4500 \times 1 \text{ year} \times 15 \text{ days}$ ) =  $\text{Kshs. } 67,500/=$
  - iv. 9 days' pay =  $\text{Kshs. } 40,500.00/=$
4. Masella Achieng Baraza
- i. Gross salary Total  $\text{Kshs. } 29,999.15/=$
  - ii. Leave pay:  $13.44 \times 999.97 = 13,438.61/=$
  - iii. The 4<sup>th</sup> Claimant, having only worked for 9 months is not entitled to severance pay as she has not completed a year of service.
  - iv. 9 days' pay is  $\text{Kshs. } 8,999.73.00$
5. Anne Nyambura Ochanda
- i. Gross salary Total  $\text{Kshs. } 30,000/=$
  - ii. Leave pay:  $58 \times 1000 = \text{Kshs. } 58,000/=$
  - iii. Severance Pay ( $1000 \times 1 \text{ year} \times 15 \text{ days}$ ) =  $\text{Kshs. } 15,000/=$
  - iv. Total 9 days pay =  $\text{Kshs. } 9,000/=$
6. Christine Wanja
- i. Gross salary Total =  $\text{Kshs. } 40,000.05/=$
  - ii. Leave pay:  $38 \times 1333.33 = \text{Kshs. } 60,666.54/=$
  - iii. Severance Pay ( $1,333.33 \times 1 \text{ year} \times 15 \text{ days}$ ) =  $\text{Kshs. } 19,999.95/=$
  - iv. Total 9 days' pay =  $\text{Kshs. } 11,999.97.00$
7. Nehemiah Misati Bundi
- i. Gross salary Total =  $\text{Kshs. } 44,999.55/=$



- ii. Leave pay:  $15 \text{ days} \times 1500 = \text{Kshs.}22,500/=$
  - iii. Total 9 days pay =  $\text{Kshs.}13,500.00$
8. Irene Betty Sungu
- i. Gross salary Total =  $\text{Kshs.}20,000/=$
  - ii. No pending leave days
  - iii. Severance Pay ( $666.67 \times 1 \text{ year} \times 15 \text{ days}$ ) =  $\text{Kshs.}10,000/=$
  - iv. Total 9 days pay =  $\text{Kshs.}6,000$
9. Margaret Musume
- i. Gross salary Total =  $\text{Kshs.}37,045/=$
  - ii. Leave pay:  $21 \text{ days} \times 1,234.83 = \text{Kshs.}25,931.5/=$
  - iii. Severance Pay ( $1,234.83 \times 1 \text{ year} \times 15 \text{ days}$ ) =  $\text{Kshs.}18,522.45/=$
  - iv. Total 9 days' pay =  $\text{Kshs.}11,113.47/=$
10. Alfred Mutwiri Njeru
- i. Gross salary Total =  $\text{Kshs.}50,000/=$
  - ii. The Claimant took leave, therefore leave pay does not arise.
  - iii. Severance Pay ( $1,666.66 \times 4 \text{ years} \times 15 \text{ days}$ ) =  $\text{Kshs.}100,000/=$
  - iv. Total 9 days' pay =  $\text{Kshs.}14,994/=$
11. Christine Makena Gitari
- i. Gross salary Total =  $\text{Kshs.}30,000.1/=$
  - ii. Leave pay entitlement =  $\text{Kshs.}32,000/=$
  - iii. Severance Pay ( $1,000 \times 1 \text{ year} \times 15 \text{ days}$ ) =  $\text{Kshs.}15,000/=$
  - iv. Total 9 days pay =  $\text{Kshs.}9,000/=$
12. Elena Wanja
- i. Gross salary Total =  $\text{Kshs.}92,350/=$
  - ii. Leave pay entitlement =  $\text{Kshs.}107,741.67/=$
  - iii. Severance Pay ( $3,078.33 \times 1 \text{ year} \times 15 \text{ days}$ ) =  $\text{Kshs.}46,170/=$
  - iv. Total 9 days' pay =  $\text{Kshs.}27,704.97/=$
13. Leah Wangechi Gachoka
- i. Gross salary Total =  $\text{Kshs.}40,000.05/=$
  - ii. No pending leave days.
  - iii. Severance Pay ( $1,333.33 \times 1 \text{ year} \times 15 \text{ days}$ ) =  $\text{Kshs.}20,000.25/=$



- iv. Total 9 days' pay is Kshs.11,999.97/=
- 14. Beverly Nasambu Kichana
  - i. Gross salary Total = Kshs.20,000.2/=
  - ii. No pending leave days
  - iii. Severance Pay (666.67X 1 year X 15 days) = Kshs.10,000.1/=
  - iv. 9 days' pay = Kshs. 6,000/=
- 15. Anne Njeri Mureithi
  - i. Gross salary Total = Kshs.37,045/=
  - ii. Leave Pay: Kshs.43,219.166/=
  - iii. Severance Pay (1,234.83X 1 year X 15 days) = Kshs.18,510 /=
  - iv. 9 days' pay = Kshs.11,113.47/=
- 16. Collins Simiyu Muteka
  - i. Gross salary Total = Kshs.39,499.7/=
  - ii. Leave Pay = Kshs.72,416.11/=
  - iii. Severance Pay (1,316.66X 1 year X 15 days) = Kshs.19,749/=
  - iv. 9 days' pay = Kshs.11,849.94/=

68. Judgment of the Court.

**DATED, SIGNED, AND DELIVERED BY VIDEO-LINK AND IN COURT AT NAIROBI THIS 30<sup>TH</sup> DAY OF OCTOBER, 2025.**

**C. N. BAARI**

**JUDGE**

Appearance:

Mr. Midenga present for the Claimant

Ms. Kagendo present for the Respondent

Ms. Esther S - CA

