



Lomari & 4 others v County Government of Turkana & 4 others (Cause E010, E011, E012, E013 & E014 of 2023 (Consolidated)) [2025] KEELRC 312 (KLR) (7 February 2025) (Judgment)

Neutral citation: [2025] KEELRC 312 (KLR)

REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT KITALE
CAUSE E010, E011, E012, E013 & E014 OF 2023 (CONSOLIDATED)
MA ONYANGO, J
FEBRUARY 7, 2025

BETWEEN

JEREMIAH APALIA LOMARI CLAIMANT

AND

COUNTY GOVERNMENT OF TURKANA 1ST RESPONDENT

THE COUNTY SECRETARY, TURKANA 2ND RESPONDENT

TURKANA COUNTY PUBLIC SERVICE BOARD 3RD RESPONDENT

AS CONSOLIDATED WITH

CAUSE E011 OF 2023

BETWEEN

AUGUSTINE LOKWNG EKITELA CLAIMANT

AND

COUNTY GOVERNMENT OF TURKANA 1ST RESPONDENT

THE COUNTY SECRETARY, TURKANA 2ND RESPONDENT

TURKANA COUNTY PUBLIC SERVICE BOARD 3RD RESPONDENT

AS CONSOLIDATED WITH

CAUSE E012 OF 2023

BETWEEN

STELLA LOCHODO CLAIMANT



AND

COUNTY GOVERNMENT OF TURKANA 1ST RESPONDENT
THE COUNTY SECRETARY, TURKANA 2ND RESPONDENT
TURKANA COUNTY PUBLIC SERVICE BOARD 3RD RESPONDENT

AS CONSOLIDATED WITH
CAUSE E013 OF 2023

BETWEEN

DR. LOLELEA JACOB NATADE CLAIMANT

AND

COUNTY GOVERNMENT OF TURKANA 1ST RESPONDENT
THE COUNTY SECRETARY, TURKANA 2ND RESPONDENT
TURKANA COUNTY PUBLIC SERVICE BOARD 3RD RESPONDENT

AS CONSOLIDATED WITH
CAUSE E014 OF 2023

BETWEEN

ESTHER IKARU CLAIMANT

AND

COUNTY GOVERNMENT OF TURKANA 1ST RESPONDENT
THE COUNTY SECRETARY, TURKANA 2ND RESPONDENT
TURKANA COUNTY PUBLIC SERVICE BOARD 3RD RESPONDENT

JUDGMENT

Introduction

1. The Claimants filed individual claims under ELRC Cause No. E010 of 2023, E011 of 2023, E012 of 2023, E013 of 2023 and E014 of 2023. All the claims are against the Respondents. The suits relate to similar facts and the same event arising out of a series of terminations of employment on similar grounds hence the consolidation herein for purposes of this judgment only. The suits were heard together but under each separate file.
2. The 1st Respondent is the County Government of Turkana. The 2nd Respondent is the officer in charge of County Public Service while the 3rd Respondent is an office established under the *County Governments Act*, responsible for the management of the County's Human Resource.



3. In ELRC No. E011 of 2023, the Claimant in his Amended Memorandum of Claim dated 18th April 2023, avers that he was appointed as the County Chief Officer vide a letter dated 3rd December 2020 and thereafter, by a letter dated 26th July 2022, his contractual term was extended up until 10th August 2025.
4. In Kitale ELRC No. E010 of 2023, the Claimant contends that by a letter dated 22nd February 2018, he was appointed as the County Chief Officer in charge of the Department of Finance and that thereafter, vide a letter dated 11th February 2022, his contractual term was extended up until 25th February 2024.
5. In Kitale ELRC No. E012 of 2023, the Claimant averred that by a letter dated 6th January 2022, she was appointed as the County Chief Officer on a contractual basis and that as per her employment contract, her contract was to lapse on 5th January 2024.
6. In Kitale ELRC No. E013 of 2023, the Claimant states that by a letter dated 26th February 2020, he was appointed as the County Chief Officer in charge of the Department of Finance and thereafter vide a letter dated 26th February 2022, the Claimant's contractual term was extended until 25th February 2024.
7. In Kitale ELRC No. E014 of 2023, the Claimant states that she was appointed as the County Chief Officer vide a letter dated 3rd December 2020 and on 26th July 2022, her contractual term was extended to 10th August 2025.
8. From a perusal of the Amended Memorandums of Claim in the suits above, the causes of action arose from the letters dated 18th October 2022 issued to the Claimants by the Respondents sending them on compulsory leave. The letters are similar in content. The letter addressed to the Claimant in E011 of 2023 reads:

18th October 2022

Augustine Lokwang Ekitela

Id No.22665406

Re: Compulsory Leave

The above matter refers.

The *County Governments Act* under Sections:59, 74 & 75 clearly provides for the functions, powers and roles of the County Public Service Board.

The said provisions empower the County Public Service Board to investigate a matter/ contract, and if satisfied that the irregularity or fraud has occurred shall revoke the decision; direct the concerned head of department or lawful authority to commence the process afresh; and or take any corrective action including disciplinary action: -

1. The Turkana County Public Service Board (TCPSB) has commenced the review and investigation of County Chief Officers contracts;
2. Similarly, a Pending Bill Committee (PBC) has been established to verify, scrutinize and analyse all the existing stock of Turkana County Pending Bills with a view of, and more specifically identify cases where there may have been corrupt, fraudulent and false claims against the County Government of Turkana; and
3. Finally, the TCPSB and the Pending Bill Committee is expected to make appropriate recommendations to the Governor.



In view of the above it has been decided that you proceed on One (1) Month Compulsory Leave effective on Wednesday, the 19th day of October, 2022, to pave way for TCPSB and the Pending Bills Committee to conclude their investigations and findings without any form of interference.

While on your compulsory leave you will be entitled to your full salary, allowances and other benefits.

You are therefore required to prepare a comprehensive handover report to the Director Human Resource Management Mr. Locheria Chris.

Signed

Peter Eripete

County Secretary/head Of County Public Service

Copy to:-

H.E. The Governor

H.E. The Deputy Governor

County Executive-Public Service, Administration & Disaster Management

9. Aggrieved by the decision to send them on compulsory leave, the Claimants moved to Court via Nairobi Constitutional Petition No. E179 of 2022 which was later transferred to Eldoret and issued a new number, Eldoret ELRC Constitutional Petition No. E025 OF 2022.
10. The contracts of the Claimants were terminated during the pendency of the Petition. They consequently filed separate claims in the instant suits seeking compensation for the alleged unfair and illegal termination of their employment.
11. In his Amended Memorandum of Claim dated 18th April 2023, the Claimant in E011 of 2023 avers that the Court in Eldoret ELRC Constitutional Petition No. E025 OF 2022 rendered its judgment on the issues that had been raised in the Petition, including the legality of the compulsory leave and subsequent termination where it pronounced that due process was not followed in sending the Petitioners on compulsory leave and that the Respondents violated the Petitioners' right to fair hearing under Article 47 of *the Constitution*, their right to due process of the law under Article 236 and their right to fair labour practice under Article 41 of *the Constitution*.
12. It is the Claimants' position that the decision in Eldoret Constitutional Petition Number E025 of 2022 remains unchallenged, and the reasons therein form the basis of the present Claims.
13. The Claimants aver that the termination of their employment contracts did not outlay the reasons for the termination and only stated that the Claimants' contracts had been terminated pursuant to Clause 14 of the Employment Contract.
14. It is further contended that the Claimants were not invited to answer to any impropriety, nor were they heard on any acts of misconduct or insubordination before their termination. On this basis, the Claimants state that the termination of their employment by the Respondents was discriminatory, malicious, a clear breach of the employment contract, and unlawful.
15. The Claimants have in their respective Amended Memorandums of Claim sought to be compensated on the basis of the unlawful and unfair termination. They sought the following reliefs against the Respondents:



1. A declaration that the decision dated the 18th October, 2022 placing him on compulsory leave is unfair and unlawful and amounts to an unfair labour practice and a breach of fair administrative action under articles 41 and 47 of *the Constitution* of Kenya 2010 respectively coupled with an award of damages for the breach of the right to fair labour practices and fair administrative action.
2. An order of certiorari to issue to remove into this court and quash the decision to place her on compulsory leave as made and communicated the 18th October, 2022.
3. A declaration that the termination of employment as a Chief Officer of the Turk-ana County Government was unfair unlawful wrongful and a breach of his rights under articles 41, 47 and 236 of *the Constitution* of Kenya,2010 coupled with an award of general damages for the breach of the rights to fair labour practices, fair administrative action and protection against removal from office without due process.
4. Damages for unfair wrongful and unlawful termination of the employment contract as the Chief Officer is as follows: -
 - a. Salary for the remainder of the contract
period ending 26th February 2024
@ sh. 288,330 for 16 months sh.4,613,280
 - b. 12 months compensation based on salary
for unfair, and unlawful termination of
employment @ sh. 288,330 sh.3,459,960
 - c. 1 month salary on account of notice pay sh.288,330
 - d. 1 year annual leave @ sh. 288,330 sh. 288,330
 - e. Gratuity at the rate of 31% of the annual
basic salary thus 31% of sh. 1,935,960 x
16 months sh.800,196.80
 - f. Medical cover entitlement annually@
sh. 2,400,000 x 1 year sh.2,400,000
 - g. Annual training benefits of 1 month
Senior Leadership Development Programme,
6 weeks Senior Management Course and
1 month project management@
sh. 150,000 x 1 Sh.150,000
 - h. Airtime entitlement of sh. 10 000
monthly for 16 months sh. 160 000
sh.12,160 096.80



5. Costs of the claim and interests on prayers 4 (a) - (h) above at court rates from the date of instituting the claim based on rule 29 (3) of the Employment and Labour Relations Court (Procedure) Rules, 2016 and on prayers 1 and 3 from the date of judgment.

16. In the Response to the Claimants averments made in their separate Amended Memorandums of Claim, the Respondents filed responses dated 15th December 2023 which are similar in content. In their defence, the Respondents denied the contents of the claims and averred that the employment contracts of the Claimants were renewed illegally. According to the Respondents, the employment contracts of the Claimants were renewed in a fraudulent, illegal manner as they had been secured fraudulently without following the laid down guidelines in the [County Governments Act](#).
17. The Respondents averred that every elected Governor comes into office with a manifesto to fulfil as part of the campaign promises to his constituents and the Governor is allowed to restructure the ministries in the effort to serve the constituents fully.
18. According to the Respondents, the Press Statement issued by the Governor dated 30th August, 2022 invited all the eligible Applicants including but not limited to the chief officers in office at the time, who included the Claimants herein, to apply for consideration for the said posts. The Respondents denied that the Claimants were authorized to take up any new roles in the new Governors government. In this regard, the Respondents denied that the Claimants were deemed and constituted as the new County Chief Officers.
19. In response to the allegation made by the Claimants with regard to the contents of the letter dated 18th October 2022, the Respondents admitted to issuing the said letters and averred that this was after the Respondents took notice of the manner in which the previous government issued renewals of contract to the chief officers without consultations with the Turkana County Public Service Board as provided in Sections 56, 59, 74, and 75 of the [County Governments Act](#).
20. While defending their actions of sending the Claimants on Compulsory leave, the Respondents maintained that it was a procedural step for the purposes of investigating fraud in the renewal of the subject contracts, a function which is granted to the 3rd Respondent by Sections 56 and 59 and further reinforced by Sections 74, 75, and 77 of the [County Governments Act](#).
21. The Respondents therefore denied the Claimants assertion that the action of sending them on compulsory leave was unconstitutional and discriminatory. The Respondents maintained that the decision to send the Claimants on compulsory leave was justified and procedural as it was done in accordance with Section 59 of the [County Governments Act](#).
22. The Respondents further maintained that the employment contracts of the Claimants were renewed in a fraudulent and illegal manner and as such they are not entitled to compensation as their Claims are based on a fraudulent contract.
23. The Respondents urged the court to dismiss the Claimants cases for lacking merit.

The Evidence

24. For purposes of this judgment, I will analyse the evidence tendered in court in Cause No. E011 of 2023 which evidence is by and large similar to that tendered in the E010, E012, E013 and E014 of 2023.
25. The Claimant in E011 of 2023 testified on 11th April 2024 as CW1. He adopted his witness statement recorded on 18th April 2023 as his evidence in chief. He also relied on his bundle of documents filed in support of his case. In his testimony, the Claimant stated he joined the County Government of



- Turkana in May 2015 as a Security Advisor and worked in the same capacity until August 2018 when he expressed interest to become a County Chief Officer.
26. The Claimant testified that in 2020, he was taken through a recruitment process, was vetted and sworn as the County Chief Officer for Public Works. He stated that he worked in that capacity until his contract expired. According to the Claimant, after his contract expired, it was renewed for three years effective 10th August 2022 to 10th August 2025.
 27. It was the Claimant's evidence that after the August 2022 elections, the new governor assumed office and on 10th August 2022, he was sent on compulsory leave and asked to hand over the office vide the letter dated 18th October 2022. He stated that his contract was terminated while still on compulsory leave and that he was not taken through a disciplinary hearing nor given a reason why his contract was terminated.
 28. The Claimant stated that the Respondent made an arbitrary decision to send him on compulsory leave and went ahead to terminate his employment contract maliciously. The court was asked to make a finding that the Claimant was unfairly and unlawfully terminated and grant the reliefs sought in the Amended Memorandum of Claim.
 29. On cross examination by the Respondents' counsel, the Claimant admitted that he had lodged an appeal to the Public Service Commission against the decision to terminate his contract and that the Commission had made a determination on the matter.
 30. On re-examination, the Claimant maintained that he had not received any letter from the Public Service Commission communicating its decision on his appeal.
 31. On its part, the Respondent called Ekai Emmanuel Nabenyio who testified as RW1 on 28th May 2024. Mr Ekai adopted his witness statement recorded on 15th December 2023 as his evidence in chief.
 32. Upon being cross-examined by the Claimant's counsel, RW1 conceded that no hearing was conducted before the Claimant's employment was terminated. Mr Ekai also stated that the termination letter did not state that the Claimant was guilty of any misconduct and did not indicate that the contract of employment was entered into illegally.
 33. He further stated that the employment relationship between the parties was governed by the *Employment Act*.
 34. On re-examination, the Respondents' witness stated that the termination of the Claimant's employment was based on the operational requirements and the Governor's executive orders. He maintained that the Claimant's conduct was not in issue at any time.
 35. At the close of the Respondents case, the court directed parties to file written submissions. I have perused the record and found that the Claimants filed two sets of submissions. The submissions dated 5th June 2024 and the supplementary submissions dated 22nd July 2024. The Respondents' submissions are dated 14th June 2024.
 36. The evidence of the Claimants and Respondent's witness in the other suit herein was also taken. The evidence material to the decision herein was similar in all the suits.

Analysis and Determination

37. Having considered the pleadings, the evidence tendered in court as well as the written submissions of the parties, the issues for determination are:



- i. Whether the Claims are properly before the Court
- ii. What reliefs should issue

Whether the claims are properly before court

38. It was the submission of the Respondents that this court does not have jurisdiction to hear and determine the claims herein as there is a decision by the Public Service Commission dated 8th December, 2023 pursuant to the appeal filed by the Claimants, which captures every prayer of the Claimants herein. That should this court render a decision the Respondents would be at a loss regarding which of the two decisions to implement.
39. For the Claimants it was submitted that the remedies sought by the Claimants transcend the scope of the mandate of the Public Service Commission and its powers as they involve the enforcement of fundamental rights and freedoms under the Bill of Rights being Articles 41, 47 and 236 of *the Constitution*. The Claimants submitted that section 85(d) of the *Public Service Commission Act* has a restricted application on the matters it can deal with in an appeal.
40. Section 85(d) of the *Public Service Commission Act* provides-
85. Appeal from County Government public service
- The Commission shall, in order to discharge its mandate under Article 234(2)(i) of *the Constitution*, hear and determine appeals in respect of any decision relating to engagement of any person in a County Government, including a decision in respect of—
- (a) recruitment, selection, appointment and qualifications attached to any office;
 - (b) remuneration and terms and conditions of service;
 - (c) disciplinary control;
 - (d) national values and principles of governance, under Article 10 and values and principles of public service under Article 232 of *the Constitution*;
 - (e) retirement and other forms of removal from the public service;
 - (f) pension benefits, gratuity and any other terminal benefits; or
 - (g) any other decision the Commission considers to fall within its constitutional competence to hear and determine an appeal in that regard.
41. According to the Claimants, the mandate of the Public Service Commission to handle constitutional violations was limited to matters relating to national values and principles of governance under Article 10 and values and principles of public service under Article 232 of *the Constitution*. That the Public Service Commission has no mandate to handle the constitutional violations set out in the claims herein being Articles 41, 47 and 236 of *the Constitution*.
42. The Claimants relied on the decision in *William Odhiambo Ramogi & 3 Others v Attorney General & 4 Others: Muslims for Human Rights & 2 Others (Interested Parties)* [2020] eKLR where the court outlined the exceptions to the doctrine of exhaustion as follows:
- “ 60. As observed above, the first principle is that the High Court may, in exceptional circumstances consider, and determine that the exhaustion requirement would not serve the values enshrined in *the Constitution* or law and allow



the suit to proceed before it. It is also essential for the Court to consider the suitability of the appeal mechanism available in the context of the particular case and determine whether it is suitable to determine the issues raised.

61. The second principle is that the jurisdiction of the Courts to consider valid grievances from parties who lack adequate audience before a forum created by a statute, or whom may not have the quality of audience before the forum which is proportionate to the interest the party wishes to advance in a suit must not be ousted. The rationale behind this precept is that statutory provisions ousting Court's jurisdiction must be constructed restrictively. This was extensively elaborated by Mativo J in *Night Rose cosmetics (1972) Ltd v Nairobi County Government & 2 others* [2018] eKLR."

43. It was further the submission of the Claimants that the Public Service Commission further did not pronounce itself on all the reliefs sought by the Claimants, citing the claims in the Amended Claims.

44. I have had the advantage of perusing the decision of the Public Service Commission dated 6th December 2023, attached to the Respondents' bundle of documents. As at the time of writing this judgment, no evidence had been tendered to show that either of the parties had preferred an appeal against the decision of the Public Service Commission rendered on 6th December 2023

45. Section 77 of the County Government Act provides:

'77. Appeals to the Public Service Commission

1. Any person dissatisfied or affected by a decision made by the County Public Service Board or a person in exercise or purported exercise of disciplinary control against any county public officer may appeal to the Public Service Commission (in this Part referred to as the "Commission") against the decision.
2. The Commission shall entertain appeals on any decision relating to employment of a person in a county government including a decision in respect of—
 - a. recruitment, selection, appointment and qualifications attached to any office;
 - b. remuneration and terms and conditions of service;
 - c. disciplinary control;
 - d. national values and principles of governance, under Article 10 and values and principles of public service under Article 232 of *the Constitution*;
 - e. retirement and other removal from service;
 - f. pension benefits, gratuity and any other terminal benefits;
 - g. or any other decision the Commission considers to fall within its constitutional competence to hear and determine on appeal in that regard.
- 5). Any person dissatisfied or affected by a decision made by the Commission on appeal in a decision made in a disciplinary case may apply for review and the Commission may admit the application if—
 - a. the Commission is satisfied that there appear in the application new and material facts which might have affected its earlier decision, and if adequate reasons for the non-disclosure of such facts at an earlier date are given; or



- b. there is an error apparent on record of either decision.” There was no evidence of such application for review of the Commission decision. The decision of the Commission remains valid.
46. By dint of Section 77(2) of the County Governments Act, an issue relating to the recruitment, remuneration and conditions of service that fall within the ambit of the County Public Service Board are appealable to the Public Service Commission on the first instance.
47. In this case, it is an undisputed fact that the Claimants appealed to the Public Service Commission and the Public service Commission rendered its decision on the matters. The Public Service Commission has therefore already exercised its statutory mandate and determined the causes of action before them with finality. There being no application for review or an appeal against the decision of the Public Service Commission, the instant suit is res judicata in so far as they relate to the issues that were subject to the decision of the Public Service Commission on the appeals filed by the Claimants. The claims are however properly before this court on the issues that were not subject of the said decision.
48. The prayers sought in the appeal before the Public Service Commission as set out in the decision of the Commission are the following:
- a. A declaration that the Respondents be their several letters dated 17th November, 2022 termination the appellants’ employment contracts violated the appellants’ fundamental rights to a fair hearing and fair labour practices as guaranteed by the Constitution of Kenya.
 - b. A declaration that the meetings held by the Respondents to discuss the dismissal or removal of the appellants form office are null and void to the extent of violation of the appellant’s rights to due process prescribed under Section 45 of the Employment Act, Sections 40 and 45 (6) (a) (b) of the County Governments Act.
 - c. A declaration that the Respondents’ meetings held to interview candidates to assume the appellants’ offices as County Chief officers is in violation of the Articles 27(1), 41(1), 50 and 236(a) and appoints made or to be made thereof are null and void.
 - d. A mandatory order of injunction compelling reinstatement of the Appellants into their respective offices as county chief officers and an injunction do issue restraining the Respondents their representatives, servants or agents form howsoever presenting or restricting the appellants’ unhindered access, entry or exit from their offices.
 - e. The appellants have been kept out of their offices by the Respondents’ unlawful and unconstitutional actions and decisions and have been denied enjoyment of rights and privileges attended to their contracts of service and have therefore been denied their monthly basic salaries and allowances form November, 2022 as follows:
 - i. Monthly Basic pay minimum Ksh. 154,170/= Maximum Ksh. 197,800/= per month.
 - ii. House allowance Ksh. 52,000/= per month
 - iii. Other allowances Ksh. 20,000/= per month
 - iv. Other allowances Kshs 20,000/= per month
 - v. Leave allowance Ksh. 10,000/= per month



- f. The Respondents be compelled by a mandatory order of junction on to pay the Appellants the unpaid basic salary and allowances monthly as they fall due pending hearing and determination of the appeal.
49. I therefore agree with the Respondents that the Claimants cannot be allowed to have a second bite at the issues that were before the Public Service Commission, as they have not applied for review or appealed against the decision. For the foregoing reasons the prayers 1, 2 and 3 of the Claims are res judicata.
50. The only prayers for consideration are therefore prayers 4 and 5 of the Claim. I consider the prayers below:
- a. Salary for remainder of contract
- The Claimants' contracts came to an end on the date indicated in their letters of termination of contract. They are thus not entitled to any further payment of salary for the period when they were not employees and did not render any service to the Respondents. This prayer is declined.
- b. 12 months compensation for unfair, wrongful and unlawful termination
- The Claimants have already been awarded compensation by the Public Service Commission which they did not contest by way of appeal or review. The compensation as awarded in the appeal is confirmed and adopted as an order of this court.
- c. 1 month salary in lieu of notice
- The Claimants have already been awarded pay in lieu of notice in the decision of the Public Service Commission which they did not contest by way of appeal or review. The compensation as awarded in the appeal is confirmed and adopted as an order of this court.
- d. 1 year annual leave
- The Claimants are entitled to pay in lieu of any leave earned but not taken as at the time of termination of their employment. The same is awarded to be computed by the Respondent based on the employment records of the Claimants.
- e. Gratuity
- The Claimants have already been awarded gratuity by the Public Service Commission which they did not contest by way of appeal or review. The compensation as awarded in the appeal is confirmed and adopted as an order of this court.
- f. Medical cover entitlement
- The Claimants' contracts came to an end on the date indicated in their letters of termination of contract. They are thus not entitled to any further payment of medical benefits for the period when they were not employees and did not render any service to the Respondents. This prayer is declined.
- g. Annual training benefits
- The Claimants' contracts having come to an end on the date indicated in their letters of termination of contract, they are not entitled to any training or payment in lieu thereof for the period when they were no longer employees and did not render any service to the Respondents. This prayer is declined.
- h. Airtime entitlement



The Claimants' contracts having come to an end on the date indicated in their letters of termination of contract, they are not entitled to payment of airtime for the period when they were not employees and did not render any service to the Respondents. This prayer is declined.

51. For the avoidance of doubt, the Claimants having prayed for pay in lieu of notice, compensation, gratuity and certificate of service, the awards by the Public Service Commission on these heads are hereby adopted as orders of this court and judgment entered for the Claimants against the Respondents in terms thereof as follows:
1. To Augustine Lokwang Ekitela
 - a. An equivalent of one (1) months' salary in lieu of Notice.
 - b. An equivalent of six (9) months' salary for unfair termination of employment before lapse of the contractual period.
 - c. Service gratuity for the period served as stipulated in her employment contract.
 2. To Stella E Lochodo
 - a. An Equivalent of one (1) month's salary in lieu of Notice.
 - b. An equivalent of six (6) months' salary for unfair termination of employment before lapse of the contractual period.
 - c. Service gratuity for the period served as stipulated in her employment contract.
 3. To Jeremia Apalia Lomari
 - a. An Equivalent of one (1) month's salary in lieu of Notice.
 - b. An equivalent of three (3) months' salary for unfair termination of employment before lapse of the contractual period.
 - c. Service gratuity for the period served as stipulated in her employment contract.
 4. To Dr. Jacob Lolelea Natade
 - a. An Equivalent of one (1) month's salary in lieu of Notice.
 - b. An equivalent of six (6) months' salary for unfair termination of employment before lapse of the contractual period.
 - c. Service gratuity for the period served as stipulated in her employment contract.
 5. To Esther Ikaru
 - a. An Equivalent of one (1) month's salary in lieu of Notice.
 - b. An equivalent of nine (9) months' salary for unfair termination of employment before lapse of the contractual period.
 - c. Service gratuity for the period served as stipulated in her employment contract.
52. Each Claimant is awarded 50% of taxed costs in view of the fact that they have only partially been successful.
53. Orders accordingly.



DATED, SIGNED AND VIRTUALLY AT ELDORET ON THIS 7TH DAY OF FEBRUARY 2025

MAUREEN ONYANGO

JUDGE

