



**Sasai & 8 others v Narok County Government & another (Cause E050 of 2023) [2025] KEELRC 2298 (KLR) (31 July 2025) (Judgment)**

Neutral citation: [2025] KEELRC 2298 (KLR)

**REPUBLIC OF KENYA  
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAKURU  
CAUSE E050 OF 2023**

**J RIKA, J  
JULY 31, 2025**

**BETWEEN**

**JULIUS SASAI ..... 1<sup>ST</sup> CLAIMANT  
ELIZABETH LOLCHOKI ..... 2<sup>ND</sup> CLAIMANT  
EVERLINE KOYIAN ..... 3<sup>RD</sup> CLAIMANT  
JOSEPH KOILA ..... 4<sup>TH</sup> CLAIMANT  
GEORGE SUPEYO ..... 5<sup>TH</sup> CLAIMANT  
EZEKIEL RONOH ..... 6<sup>TH</sup> CLAIMANT  
CECILIA WAUPARI ..... 7<sup>TH</sup> CLAIMANT  
JOHANA CHERUYIOT ..... 8<sup>TH</sup> CLAIMANT  
FRED NTEKEREI ..... 9<sup>TH</sup> CLAIMANT**

**AND**

**NAROK COUNTY GOVERNMENT ..... 1<sup>ST</sup> RESPONDENT  
NAROK COUNTY PUBLIC SERVICE BOARD ..... 2<sup>ND</sup> RESPONDENT**

**JUDGMENT**

1. Judgment was delivered for all the Claimants, except the 2<sup>nd</sup> Claimant, on 28<sup>th</sup> February 2025.
2. The Claimants were awarded gratuity against the Respondents in the sum of Kshs. 4,511,430 each.
3. The Court found that, while the 4<sup>th</sup> Claimant, Joseph Koila could give evidence on behalf of the other Claimants, he could not do so on behalf of the 2<sup>nd</sup> Claimant.



4. Order [d] of the Judgment granted the 2<sup>nd</sup> Claimant leave, to formally prove her case separately, since her contract of employment was different, from those of her Co-Claimants.
5. She gave evidence on 1<sup>st</sup> July 2025. She testified that she was employed by the Respondents as County Secretary. She earned a monthly salary of Kshs. 281,250.
6. Her contract entitled her gratuity at the end of service at the rate of 31%, of her monthly basic salary. She worked for a period of 5 years from 12<sup>th</sup> September 2018 to 11<sup>th</sup> September 2023.
7. The total gratuity stood at Kshs. 5,231, 250. She was paid a total amount of Kshs. 2,232,279, with a balance of Kshs. 2,998,971 yet to be paid.
8. Her prayer is for payment of gratuity balance at Kshs. 2,998,971.

**The Court Finds : -**

9. The 2<sup>nd</sup> Claimant exhibits her appointment letter; ID card; sample pay slips; oath letter; and certificate of service.
  10. The appointment letter / contract dated 13<sup>th</sup> September 2018, does not contain any clause on gratuity.
  11. Paragraph 8 of the Judgment made on 28<sup>th</sup> February 2025, where she was granted leave to formally prove her case separately, observed that her contract, providing for gratuity was not placed before the Court.
  12. She did not exhibit any contract showing that she was entitled to gratuity, even after she was granted leave, to formally prove her case separately.
  13. She stated that she was paid a sum of Kshs. 2,232,279, and the balance is Kshs. 2,998,971. There are no documents on payment, and in support of the balance claimed.
  14. The other Claimants' contracts had an express clause, providing for gratuity. The 2<sup>nd</sup> Claimant has not supplied the Court with such a document, even after the Court highlighted this omission, in the Judgment delivered in February 2025.
  15. The upshot is that the 2<sup>nd</sup> Claimant has failed to formally prove her Claim.
- it is ordered : -
- a. The 2<sup>nd</sup> Claimant's Claim is declined.
  - b. No order on the costs.

**DATED, SIGNED AND RELEASED TO THE PARTIES ELECTRONICALLY AT NAKURU, THIS 31<sup>ST</sup> DAY OF JULY 2025.**

**JAMES RIKA**  
**JUDGE**

