



**Kamwaro v Narok County Assembly (Cause E015 of 2024)  
[2025] KEELRC 2386 (KLR) (29 August 2025) (Judgment)**

Neutral citation: [2025] KEELRC 2386 (KLR)

**REPUBLIC OF KENYA  
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAKURU  
CAUSE E015 OF 2024  
J RIKA, J  
AUGUST 29, 2025**

**BETWEEN**

**RICHARD KOTENE KAMWARO ..... CLAIMANT**

**AND**

**NAROK COUNTY ASSEMBLY ..... RESPONDENT**

**JUDGMENT**

1. The Claimant was employed by the Respondent as a personal assistant to the speaker, Narok County Assembly.
2. The letter of appointment is dated 14th May 2013. The effective date was 5th March 2013.
3. He initially earned a basic monthly salary of Kshs. 42,800, house allowance at Kshs. 21,000, and commuter allowance at Kshs. 8,000.
4. He was issued a release letter [in common parlance a letter of termination], dated 8th July 2017.
5. The letter is signed by the Respondent's clerk. The reason justifying termination, was that a vacancy in the office of the speaker had been declared, and a new speaker elected, on 7th day of September 2017. He was told that he had been discharged from his duties and responsibilities, as a personal assistant to the speaker. The effective date of termination [EDT] was stated to be 8th September 2017.
6. At the time of discharge, he earned a basic monthly salary of Kshs. 61,990, house allowance of Kshs. 24,000 and commuter allowance of Kshs. 8,000.
7. He initiated this Claim through a Statement of Claim, dated 26th May 2020. The Claim was initially registered as Cause No. 67 of 2020.
8. His grievance is that termination was without reasonable cause. He was denied his rights to fair labour practices and fair administrative action, under Articles 41 and 47 of *the Constitution*.



9. He avers that termination was unfair under Section 45 of the *Employment Act*.
10. He avers that his position was declared redundant unlawfully and unfairly. The Respondent did not adhere to Section 40 of the *Employment Act*.
11. He was subjected to discrimination. All the other staff attached to the outgoing speaker, were redeployed. He put out a request to the Respondent to be redeployed. There was no response.
12. His prayers are : -
  - a. Declaration that termination was unfair and unlawful.
  - b. Reinstatement without loss of benefits.  
Alternatively,
  - c. Compensation for unfair termination at Kshs. 1, 112,400.
  - d. Service pay at Kshs. 463,512.
  - e. 3 months' salary in lieu of notice at Kshs. 278,100.
  - f. 30 days' accrued annual leave at Kshs. 92,700.
  - g. Leave traveling allowance at Kshs. 92,700.
  - h. Gratuity for 5 years' service in accordance with SRC guidelines.
  - i. Salary for 15 days worked in September 2017 at Kshs. 46,350.
  - j. Interest.
  - k. Certificate of service.
  - l. Costs.
  - m. Any other suitable relief.
13. The Respondent filed its Statement of Response, dated 6th March 2024. It is conceded that the Respondent engaged the Claimant as a personal assistant to the sitting speaker. He was not dismissed; his contract lapsed through effluxion of time. The contract was tied down to the term of the speaker. The term ended in August 2017. A new speaker was elected on 8th September 2017.
14. The Claimant's contract did not expressly or impliedly suggest that it would be renewed.
15. The Claimant is not entitled to any of his prayers. The Respondent prays for dismissal of the Claim, with costs.
16. The Claimant gave evidence, and rested his case, on 8th October 2024. The clerk to the Respondent, Joseph Kasaine, gave evidence on 14th March 2025, closing the hearing.
17. The Claimant relied on his witness statement, and 4 documents comprising the appointment letter, release letter, letter requesting for deployment and a reminder letter on request for deployment. He restated his employment history, his grievance, and prayers to the Court, in his evidence-in-chief.
18. Cross-examined, he told the Court that he was the personal assistant to the speaker, effective 5th March 2013. He made pension contributions. He was permanent and pensionable. His service was tied to the tenure of the speaker. He did not have a document showing that he was permanent and pensionable.



19. He was issued a release letter, saying he had been discharged, upon election of a new speaker. He did not agree with the stated reason. He was attached to the speaker's office, not the individual speaker. He was in charge of the speaker's diary, meetings, travel and domestic needs. If he was removed, the Claimant would continue working. He was permanent and pensionable. Others, older than him, went on working.
20. He received half of his lapfund benefits, but did not receive pension under the N.S.S.F. Not all prayers in the Statement of Claim, are supported by his contract. There were no proper structures when he joined the Respondent. Transitional Authority gave directives on employment at the time. The Claimant was paid nothing, on termination.
21. Redirected, he told the Court that his employment was not on fixed-term. He was having pension deductions, and considered himself permanent and pensionable.
22. The clerk, Joseph Kasaine, relied on his witness statement and 2 documents filed by the Respondent, in his evidence-in-chief. The documents are Claimant's release letter dated 8th September 2017, and gazette notice 4823, dated 30th August 2017, declaring vacancy in the office of the Respondent's speaker. He reiterated that the Claim has no foundation, and ought to be dismissed.
23. Cross-examined, he confirmed that the letter of appointment did not state any period of employment. Termination was not preceded by any notice. Redirected, the clerk told the Court that the letter of appointment indicated that the Claimant's contract was subject to terms and conditions of service, as may be determined by the County Assembly Service Board.
24. The Claim was last mentioned before the Court on 20th June 2025, when parties were directed to file and exchange their submissions.
25. The issues are, whether termination of the Claimant's contract was procedurally and substantively fair and lawful; and whether he merits the prayers sought.

**The Court Finds: -**

26. The answer to the first issue, rests on the nature of the Claimant's contract of employment.
27. Parties agree that the Claimant was employed through a letter of appointment dated 14th May 2013.
28. The letter was issued by the Respondent, Narok County Assembly, Office of the Clerk. The Claimant was appointed personal assistant to the speaker of the Respondent.
29. Although the letter refers to other terms and conditions of service, as may be determined by the County Assembly Service Board, no such other terms and conditions of service were exhibited before the Court.
30. The sole contract of employment placed before the Court is the letter of appointment, dated 14th May 2013, which was effective from 5th March 2013.
31. The letter did not specify the period of service. There is nothing in it, to suggest that the Claimant was assigned to the sitting speaker, or that his service was tied down to the tenure of the sitting speaker.
32. The declaration of a vacancy in the office of the speaker, communicated through the gazette notice exhibited by the Respondent; and the exit of the old speaker and election of a new speaker; did not have any effect on the Claimant's contract.
33. He was employed by Narok County Assembly, as a personal assistant to the speaker, not a specific speaker. For as long as there would be a speaker, the Claimant would remain a personal assistant.



34. His role included managing the speaker's diary, overseeing meetings and travel. This role did not become redundant or diminish, with the exit of the old speaker and election of a new one.
35. The release or termination letter, did not disclose a valid reason, to justify termination. The duties and responsibilities of the Claimant, alluded to in the release letter, did not cease, with the transition. The letter described the Claimant's duties and responsibility, as residing in the office of the state officer [speaker]. He was not a domestic servant of the outgoing speaker, and did not have a contract of employment, with the outgoing speaker.
36. The procedure adopted by the Respondent in terminating the Claimant's contract was not in conformity with the minimum standards of fairness, under Sections 41 and 45 of the *Employment Act*.
37. It was the Respondent's obligation under Section 43 of the *Employment Act*, to show valid reason, justifying termination.
38. If the Respondent considered that the Claimant's position had become redundant as suggested by the Claimant, it ought to have resorted to redundancy law under Section 40 of the *Employment Act*.
39. The Court does not think however, that there was a redundancy situation, and the Respondent never communicated to the Claimant, that his position had been rendered redundant.
40. Instead, he was told that his contract had lapsed, because the tenure of the speaker has lapsed, and a new speaker elected. The Respondent pleads that the Claimant's contract lapsed through effluxion.
41. There is no support for this reason. The letter of appointment does not show that the Claimant was appointed for a fixed-term, tied to the tenure of the speaker.
42. His position, which ought to have been disproved through employment records by the Respondent, was that he was indeed permanent and pensionable, and was paying pension contributions. Without a contract exhibited by the Respondent to the contrary, showing that his term was limited, the Court upholds his position that he was in a term-indefinite contract.
43. Under Section 10 [2] [d] and [e] of the *Employment Act*, it is the duty of the Employer to state the date of commencement of employment, and the form and duration of the contract of employment.
44. Section 10[7] provides that where the Employer fails to produce a written contract or the written particulars, the burden of proving or disproving an alleged term of contract shall be on the Employer.
45. The Respondent did not exhibit written particulars, showing the Claimant's contractual duration. It was not shown that his service was dependent on the tenure of a specific speaker.
46. If it was the view of the Respondent that the new speaker deserved a fresh personal assistant, then it ought to have considered redeploying the Claimant, as the Claimant had requested, and as others serving in the old speaker's office, had been redeployed. There was no reason to terminate the Claimant's contract, more so without a hearing and notice, simply because a new speaker was in office.
47. The Respondent did not notify him of termination, and did not give him a hearing, before termination.
48. The Court is persuaded that termination was not in accordance with the minimum standards of procedural and substantive fairness, under Sections 41, 43 and 45 of the *Employment Act*. It was unfair and unlawful.
49. The Claimant prays for a broad range of remedies. The prayer for reinstatement is not practicable, reasonable and is statutorily stale, termination having taken place 8 years ago, in 2017.



50. It is declared that termination of the Claimant's contract was unfair and unlawful.
51. He worked for a period of 4.5 years. He did not cause or contribute to the circumstances leading to termination of his contract. He did not disclose in his evidence, if he secured alternative employment after termination. He was paid nothing by the Respondent on termination, not even salary for the 8 days worked in September 2017. His contract was term-indefinite and he expected to serve until retired.
52. His monthly gross salary on exit, was Kshs. 93,990. He is granted equivalent of 5 months' gross salary in compensation for unfair termination, at Kshs. 469,950.
53. The Court declines the prayer for redundancy benefits. It was never communicated to the Claimant by the Respondent, that termination was on account of redundancy.
54. Notice is pleaded at equivalent of 3 months' salary. There was no provision in the Claimant's contract for 3 months' in lieu of notice. Termination was however abrupt, and notice pay is merited. He was paid a monthly salary. He is granted the minimum notice of 1 month, under Section 35 [1] [c] at Kshs. 93,990.
55. He did not establish the prayer for annual leave and leave traveling allowance. He did not tell the Court when his annual leave accrued, or show a clause in his contract, granting to him leave traveling allowance as claimed. Neither did he establish the prayer for gratuity at the rate of 31% of the monthly consolidated salary, which he pleads is payable in accordance with guidelines from the SRC, which he did not exhibit before the Court.
56. He prays for salary of 15 days worked in September 2017. The letter of termination was effective on 8th September 2017, and he would only be entitled to 8 days' salary. He is granted salary for 8 days worked in September 2017, at Kshs. 28,920.
57. Certificate of service to issue.
58. Costs to the Claimant.
59. Interest granted at court rate, from the date of Judgment, till payment is satisfied in full.

In sum, it is ordered: -

- a. It is declared that termination of the Claimant's contract, was unfair and unlawful.
- b. The Respondent shall pay to the Claimant: equivalent of 5 months' gross salary in compensation for unfair and unlawful termination at Kshs. 469,950; 1-month salary in lieu of notice at Kshs. 93,990; and 8 days' salary for work done in the month of September 2017, at Kshs. 28,920 – total Kshs. 592,860.
- c. Certificate of service to issue.
- d. Costs to the Claimant.
- e. Interest granted at court rate, from the date of Judgment, till satisfaction of the Judgment in full.

**DATED, SIGNED AND DELIVERED ELECTRONICALLY AT NAKURU, THIS 29TH DAY OF AUGUST 2025.**

**JAMES RIKA**

**JUDGE**

