



Rigera & another v BOM Munithu Girls Secondary School (Cause E008 & E012 of 2023 (Consolidated)) [2024] KEELRC 2136 (KLR) (31 July 2024) (Judgment)

Neutral citation: [2024] KEELRC 2136 (KLR)

**REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NYERI
CAUSE E008 & E012 OF 2023 (CONSOLIDATED)**

ON MAKAU, J

JULY 31, 2024

BETWEEN

PHINEAS KAIMENYI RIGERA 1ST CLAIMANT

ISABELLA KURI KUNGA 2ND CLAIMANT

AND

BOM MUNITHU GIRLS SECONDARY SCHOOL RESPONDENT

JUDGMENT

1. The Claimants filed the said suits separately but on 6th February 2024, the parties agreed to consolidate the same under this file. The 1st claimant's case is that he employed by the respondent as an Accounts Clerk in the year 2002 and worked until 15th May 2020 when he was forcefully thrown out of office by the respondent and thereafter he received a dismissal letter. He averred that the dismissal was unfair and unlawful and prayed for the following reliefs:
 - a. Pay in lieu of one month notice amounting to Kshs 32,814.
 - b. 12 months' salary as compensation for unlawful summary dismissal being Kshs 393,768.
 - c. Gratuity for 18 years being Kshs 1,017,234.
 - d. Certificate of service.
 - e. Costs of this suit plus interest.
 - f. Any further relief that this Honourable Court may deem fit to grant in the interest of justice.
2. The 2nd Claimant's case is that she was employed by the respondent as a Copy Typist in January 1988 and worked until December 2020 when she was issued with a deployment letter to serve as Matron under a new contract and on 8th January 2021 she was summarily dismissed. She averred that the dismissal was unfair and unlawful and prayed for the following reliefs:



- a. Pay in lieu of one month notice amounting to Kshs 24,905.
 - b. 12 months salary as compensation for unlawful summary dismissal being Kshs 298,860.
 - c. Gratuity for 32 years being Kshs 1,120,725.
 - d. Certificate of service.
 - e. Costs of this suit plus interest.
 - f. Any further relief that this Honourable Court may deem fit to grant in the interest of justice.
3. By Response dated 18th September 2023 the Respondent admitted that it employed the claimants but denied that it unlawfully dismissed them from employment. It averred that it dismissed them for gross misconduct after giving them an opportunity to be heard. Therefore, it prayed for the suits to be dismissed with costs.

Evidence

4. The 1st Claimant testified as CW1. He adopted his written statement and a bundle of 12 documents as part of his evidence. In brief, he stated that he worked for the Respondent for 18 years until his dismissal on 16th December 2020. He stated that the dismissal letter raised several allegations being: refusal to submit school petty cash for confirmation, refusal to provide complete list of debtors and creditors, refusal to provide school finance statements etc.
5. He further stated that he was neither given warning letters nor accorded a hearing prior to dismissal for the said allegations. He contended that on 15th May 2020, he was called before the board and allegations were read out to him, and when he denied, he was asked to hand over his office keys and leave the school. However, he declined to handover casually and explained how delicate his docket was. The board rejected the explanation and threw him out of the office but he went with the keys. Thereafter he received a letter on 18th May 2020 requiring him to respond to the allegations which he did and delivered the same to the school. The secretary received on behalf of the school and he signed the delivery book. He never received any other communication until December 2020 when he received the dismissal letter via G4S courier.
6. He stated that he reported dismissal to his Union and was invited for conciliation meeting on 28th May 2021 at the labour office. The meeting was also attended by the chairman of the Board Ms Kaimuri, BOM member Mr. Mwongera and the principal Mrs Njagi. During the meeting before the Labour officer, an agreement was signed between the the Union and the respondent in the sum of Kshs 574,262.50. The sum was payable in four equal instalments starting July 2021 but, he never received a dime. Therefore, he prayed for compensation for unlawful dismissal, salary in lieu of notice and terminal dues for the 18 years worked.
7. On cross examination he stated that he had a membership card from the union, but he did not have any document from the school to prove that he was a member of the union. He contended that he left all the documents in the office.
8. He admitted that his job entailed preparation of financial statements, and bank reconciliation and give the documents to the secretary for typing. He denied ever receiving any warning letter for failure to submit the financial statements. He stated that when he gave the documents to the principal on 14th May 2020, she stated that she was not satisfied and threatened to report the matter to the board. He contended that all was well until 31/12/2019 when the principal was posted to the school and started complaining about his work and accusing him of arrogance.



9. He admitted that the allegations against him were already typed and then read to him on 15th May 2020 by Mr. Elijah Mwongera. He reiterated that he refused to hand over the keys and after the Board meeting, he was thrown out of the office like a dog. He confirmed that 15th May 2020 was his last working day.
10. The 2nd claimant testified as CW2. She also adopted her written statement dated 11th October 2023 and produced a bundle of 17 documents as part of her evidence. She then stated that she worked as a copy typist for the Respondent until 8/1/2021 when she received her dismissal letter. Before the dismissal she had worked for 32 years and her last salary was Kshs 24,905.
11. She stated that the dismissal letter outlined the reason for dismissal as: general poor performance, absconding duty, breach of confidentiality, and gross misconduct. She was given 3 warning letters on 17/12/2020 in one envelope and she responded on the same date but she was not accorded any hearing before the board. After receiving the warning letters, she continued working until her dismissal.
12. She added that vide a letter dated 28/11/2020, she was deployed to work as a Matron but she never signed the deployment letter because she was not given reason for the deployment. She stated that she was not fit to be a Matron because of her professional training and thus continued working as a Copy Typist and as a result she was served with the said warning letters. Nonetheless, she continued with her job until she received the dismissal letter enclosing a cheque of Kshs 24,905. She contended that the BOM members stormed into her office and surrounded her and ordered her to leave the office immediately. Consequently, she signed a handover document and left.
13. She contended that the principal had refused to recognize her union but she reported the matter to the union and it lodged a dispute at the labour office. The matter was then referred for conciliation on 28th May 2021 and a settlement agreement was entered for payment of Kshs 1,555,368.50, but the respondent failed to honour the same. She therefore urged the court to award her a certificate of service, gratuity for 32 years and compensation for unlawful termination plus costs of the suit.
14. On cross examination, she stated that she had documents of union membership but she had not filed same before court. She confirmed that she was a Copy Typist and her role included typing minutes and denied ever failing to type minutes for the meeting held in March 2020. She contended that she typed the minutes but principal failed to proof reading them after vacating the office due to Covid-19 pandemic.
15. She clarified that page 2 of her statement had a typing error that she wished to correct. She stated that she never appeared before the board on 8/1/2021 and the warning letters never invited her for any hearing. She denied ever telling the principal to type the minutes herself. She faulted the warning letters on grounds that she was diligent in her duties. She stated that NSSF was deducted from her pay slip but the office never submitted the same to NSSF. She verified the same when she went to NSSF and was informed that the money was not remitted.
16. The Respondent's witness Mr. Elijah Mwongera, a Board member testified as RW1. He confirmed that the Claimants were employees of the Respondent and added that they were neither diligent nor good performers of their duties. He stated that they were both answerable to the principal and stated that the 1st Claimant failed to submit the financial reports to the principal and the principal reported the matter to the board.
17. He stated that the Board vide a letter written to the Claimant by the principal, summoned him to explain his part. He stated that the Claimant explained himself but the Board was not satisfied with the explanation as his reports also fell short of the required standard. As such, the board decided to dismiss



him and the decision was communicated during the meeting and he was therefore asked to hand over the office. He stated that the Claimant refused to hand over and carried away some official documents which he later handed over to the chief. He stated that they were later called to the labour office but they never agreed on various issues but signed the agreement nonetheless. He added that the agreement was never ratified by the board.

18. As for the 2nd Claimant, he testified that she was not doing her work including typing of minutes and one time asked the principal to do it herself because she also knew how to type. He testified that the reports for typing were routinely required by the Ministry of Education and thus failure to type them would cause problems. As such, the principal was forced to perform the Claimant's duties to protect the school's image.
19. He stated that the Claimant was summoned by the principal to the Board and she attended. The meeting was cordial and they discussed her failure to perform her duties and the failure to obey command to perform her duty.
20. On cross examination he admitted that the appointment letter for CW2 indicated that her appointment was subject to the agreement between KUDHEIHA, the Ministry of Education and the Board. He further admitted that he did not know of any other appointment letter for CW2.
21. He contended that he had been in the Board for 8 years during which time both the Claimants had a case of theft of cement but the same was settled amicably when they paid for the stolen cement.
22. He contended that both Claimants were accorded fair hearing but admitted that the invitation letter dated 1st May 2020 was not addressed to anyone and neither was there evidence that it was received by 1st claimant. However, he clarified that it had reference of 1st claimant. He confirmed that minute 2 of the Board meeting of 15th May 2020 indicated that there was a financial crisis and board staff earning over Kshs 15,000/= would take 70% pay cut whereas those earning below that would take 50% pay cut, but he denied that the reason for dismissal of the Claimants was financial crisis.
23. He admitted that on 28th May 2021 he attended conciliation meeting at the Labour Office together with the Principal and the board chairperson and they discussed a settlement agreement. The principal and Board Chairperson signed an agreement on behalf of the board. He testified that he was present when the agreement was discussed and confirmed that the signatories understood the agreement and promised to adhere to the same. However, the board never ratified the agreement and therefore it was not bound by the agreement.

Claimant's submissions

24. It was submitted for the claimants that RW1 rightfully stated that the issue on stolen cement was settled amicably and thus no employee ought to be punished twice. It was argued that the dismissal was unfair, unprocedural and unlawful because there was no valid reason proved and procedural fairness was not observed. It was further submitted that the 1st claimant was not served with notice to show cause and neither was he given an option to be accompanied by a union representative. It was contended that the letter of 1st May 2020 did not invite him for the meeting as it only stated that the next steps would be communicated on 15th May 2020.
25. It was argued that the 1st claimant was not granted a chance to defend himself and thus it was evident that the decision was made immediately. Reliance was placed on the case of *Galgallo Jarso Jillo v Agricultural Finance Corporation* [2021] eKLR and the case of *Matsesho v Newton* (Cause 9 of 2019) [2022] KEELRC 1554 (KLR) (29 July 2022) (judgment).



26. It was submitted that the 2nd claimant was transferred to position of matron with new terms and upon refusal to sign the transfer, she was served with 3 warning letters on different issues. It was submitted that she continued to work as a Copy Typist until her dismissal. Reliance was placed on sections 41 and 43(1) and 47 (5) of the *Employment Act* and the case of *Oute v County Government of Siaya & another* (Employment and Labour Relations Cause E059 of 2021) (2022) KEELRC 13206 (KLR) (17 November 2022) (judgement) and the case of *Cooperative Bank of Kenya Limited v Yator* (Civil Appeal 87 of 2018) (2021) KECA (KLR) (22 October 2021) (judgment) to urge this court to find that the termination was unfair.
27. As regards the conciliation agreement, it was argued that the agreement entered on 28th May 2021 was binding upon parties as the signatories to the agreement were legally recognized to make the decision on behalf of the board. For emphasis, reliance was placed on the definition of the word head of institution as per the *Basic Education Act* No 14 of 2013 and the case of *Godfrey Allan Tolo v Tobias T. Otieno & another* (2022) eKLR.
28. With respect to the reliefs sought, it was submitted that the claimants are entitled to salary in lieu of notice by dint of section 35(1) (c) of the *Employment Act*. Further that, they are entitled to the claim of compensation for unlawful termination, considering that claimants were at advanced age. In support of that submission, reliance was placed on the Cooperative Bank Case, supra.
29. It was further submitted that the 1st claimants were entitled to salary from 15th May 2020 until 16th December 2020 when he received his dismissal letter. Reliance was placed on section 48(1) of the *Labour Institution Act*.
30. With respect to service gratuity, it was submitted that the claimants were entitled to gratuity as stipulated under clause 31 of the CBA, as recognized in their letters of appointment as no other superior document was produced by the respondents. Reliance was placed on section 18 of the *Basic Education Act* and the case of *Board of Management Ng'araria Girls Secondary School v KUDHEIHA workers* [2017] eKLR.
31. Finally, it was submitted that the claimants are entitled to certificate of service, under section 51 of the *Employment Act*. Consequently, the court was urged to enter judgement in favour of the Claimants.

Analysis

32. Having considered the pleadings, the evidence and the parties' arguments, the issues that arise for determination by this Court are as follows:
 - a. Whether the Claimant's termination was unfair and unlawful.
 - b. Whether the Claimants are entitled to the reliefs sought.

Unfair and unlawful termination

33. The 1st Claimant's case is that his dismissal was unfair and unlawful. Section 45 (1 & 2) of the *Employment Act* provides as follows:
 - (1) No employer shall terminate the employment of an employee unfairly.
 - (2) A termination of employment by an employer is unfair if the employer fails to prove:
 - (a) that the reason for the termination is valid;
 - (b) that the reason for the termination is a fair reason—



- i. related to the employee's conduct, capacity or compatibility; or
- (ii) based on the operational requirements of the employer; and
- (c) that the employment was terminated in accordance with fair procedure.”

34. In *George Musamali v G4S Security Services Kenya Ltd* [2016] eKLR stated that:

“ 14. A termination of employment takes two stages. First there must be a valid and justifiable reason for termination and once this is established, the termination must be carried out in accordance with the procedure laid down in the employers' human resource manual or as set out in the *Employment Act* or both. The most important thing to be ensured is that there is a valid or justifiable reason for termination and that the termination must be conducted by following a fair procedure. This includes furnishing the employee with the charges he or she is facing and affording them an opportunity to defend themselves. It does not matter whether the employee's guilt is apparent on the face of the record. He or she must be heard no matter how weak or useless his or her defence might seem to be. However, the conduct of the disciplinary hearing does not have to take the rigour of a Court trial. It suffices that the employee was notified of the charges and afforded an opportunity to respond before the decision to dismiss is made.”

35. Flowing from the foregoing provision and the judicial precedent, it is clear that fair termination of employment has two ingredients, namely, a valid reason and fair procedure. The said provision basically codifies the principles of fair administrative action as envisaged under Article 47 of the *Constitution* and magnified by the *Fair Administrative Action Act*. In this case, the Claimants' case is that they were summarily dismissed unfairly without any valid reasons and without being heard, while the Respondent contends that the dismissal was grounded on valid reasons and the Claimants were granted hearings.

Reason for the termination

36. The dismissal letter dated 15th May 2020 set out the reasons for dismissing the 1st claimant in the following:

“We note that you failed to take lawful instructions from the Principal: a person placed in authority over you.

Namely:

1. Refused to submit school petty cash for confirmation
2. Refused to provide complete list of debtors and creditors as at 31.3.2020
3. Refused to provide her with school's financial statements/documents in the accounts Clerk office
4. Failed to prepare and provide bank reconciliations of all school's bank accounts
5. Refused to open the above office to allow access by school management, and indeed left your place of work with school keys in total deviance. [sic]
6. Failed to perform your duties to the satisfactory standards



The Board of management deliberated in detail your behavior and actions on that material day and unanimously concluded that your total disregard of the authority and mandate of your employer who is the Board of Management amounted to gross misconduct, and therefore summary dismissal.”

37. The 1st claimant denied the above allegations and the respondent called RW1 as the only witness against him. The correct person to testify on allegation number 1,2,3,4, and 6 was the Principal because she was the complainant but she was not called as a witness. As such, I do not hesitate to hold that the said allegations have not been substantiated by the hearsay evidence of RW1. However, RW1 ably testified on allegation number 5 to the effect that the 1st claimant conducted himself in a disrespectful manner before the Board Members and disobeyed their lawful command.
38. The claimant denied the said offence and stated that he just explained to Board that his docket was delicate and he could not just handover casually. He further stated that after the Board meeting, the RW1 and the PTA chairperson followed and threw him out of the office like a dog and he left with the keys.
39. Having considered the foregoing matters, I am satisfied that the respondent has proved on a balance of probability that the 1st claimant refused to open accounts Clerk office to the school management and left with the keys in defiance of authority. The said conduct amounted to insubordination which entitled the employer to summarily dismiss the 1st claimant under section 44(4) of the [Employment Act](#).
40. As regards the 2nd claimant, the reasons cited in the letter dated 8th January 2021 included:
 - a. General poor performance of her role as Copy Typist including record keeping and filing. Specifically, she failed to copy type minutes of the Parents Association meeting held in March 2020 and asked an unauthorized member of teaching staff to type the same in November 2020.
 - b. Absconding duty on numerous occasions.
 - c. Breach of confidentiality by sharing official information with official of KUDHEIHA Union and causing books of account and financial statements for typing to go to the staff room.
 - d. Gross insubordination by refusing to type financial report for submission to the County Auditors and telling the principal to do the work.
41. The 2nd claimant denied the above allegations and testified that she typed the said minutes but the principal was not available to proof read the same because she was away due to covid-19 pandemic. Further that the principal allocated to her the duties of the Accounts clerk after the CW1 was sent away and when she raised concern over the volume of work, she was redeployed to work as a Matron. Again, she protested the said change of her roles with a reduced pay and she was served with three warning letters in December 2020 enclosed in one envelop followed by a dismissal letter on 8th January 2021.
42. The principal who was her accuser was not called to give evidence and instead RW1 was called to testify on things reported by the principal. Having considered the evidence before the court, I am satisfied that the evidence by the 2nd claimant on the reasons for dismissal is unshaken by the hearsay evidence of RW1. Although she admitted that she declined to sign a new contract to serve as a Matron, I agree with her that she was being exposed to work which was not hers by the principal. First, was the duties of the Accounts Clerk with no skills and the second, was the redeployment to the position of Matron at a lower pay.
43. All this was happening without prior consultation, as required under section 10(5) of the [Employment Act](#), and the work assigned had no relation to she was employed to do or related to professional



training. Consequently, I find and hold that the respondent has failed to prove that the reasons cited for dismissing the 2nd claimant were valid and fair as required under section 43 (1), 45(2) and 47 (5) of the Employment Act.

Procedure followed

44. Section 41 of the Employment Act provides that:

“ 41. Notification and hearing before termination on grounds of misconduct

- (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.
- (2) Notwithstanding any other provision of this Part, an employer shall, before terminating the employment of an employee or summarily dismissing an employee under section 44(3) or (4) hear and consider any representations which the employee may on the grounds of misconduct or poor performance, and the person, if any, chosen by the employee within subsection (1), make.”

45. In the case of 1st Claimant, Rw1 testified that the claimant was invited to a hearing by the Board of Management on 15th May 2020 and he attended but failed to give satisfactory explanation to exonerate himself from the allegations made against him. The 1st claimant admitted that he was called to the board meeting and written charges were read to him but he denied them. He said that he had no prior notice of the hearing and after denying the charges he was thrown out like a dog. He was then followed to the office and again thrown out without any handing over. On 18th May 2020, he received a letter requiring him to respond to allegations and he complied but thereafter he received no response until December 2020 when he received a dismissal letter through G4S courier.

46. Having considered the foregoing evidence on record, I would agree with the 1st claimant that fair procedure was not followed before his dismissal. A prior notice of the hearing on 15th May 2020 was necessary considering the allegations set out in the dismissal letter. He was also not given a chance to call another employee to accompany him to the hearing. The letter dated 1st May 2020 which the RW1 produced as the hearing notice was not addressed to anyone and there is no proof that it was served on the 1st claimant.

47. Secondly, although the notice convening the BOM meeting of 15th May 2020 indicates agenda number 4 as disciplinary hearing of the 1st claimant, the said agenda never featured in the list of the five agenda of meeting in page 1 of the Minutes. If the minutes are indeed true that the hearing was scheduled, then they confirm the claimant’s allegation that he was not accorded a fair hearing after denying the charges and instead he was thrown out. I say so because the minutes do not show any proceedings after the listed charges. If there was hearing, the same would be reflected in the minutes.



48. Having considered the totality of the evidence presented, I find that the respondent has failed to prove that the dismissal of the 1st claimant was in accordance with a fair procedure. For a procedure to be fair, it must accord with justice and equity.
49. As regards the second claimant, she contended that on 28th November 2020, she received a letter deploying her as Matron and declined and continued with her role. Thereafter she received three warning letters in one envelop and she responded. On 8th January 2021 at 10. Am, BOM members went to surround her in the office and ordered her to leave the office immediately. She then signed a handing over document and left. She was also given a cheque for Kshs 24,905 but she never knew its purpose. She denied having been invited to the BOM meeting on 8th January 2021.
50. In response, Rw1 testified that the 2nd claimant was summoned to the Board meeting but failed to give satisfactory explanation for her misconduct. I have considered the letter dated 18th December 2020 inviting the 2nd claimant to a disciplinary hearing before the Executive Board. There is no proof of service on the claimant. Secondly the list of agenda for the meeting on page 1 and 2 of the Minutes does not include disciplinary hearing for the 2nd claimant. But minute 3 on matters arising from minutes of a previous full Board meeting, there is indication that the 2nd claimant be issued with a termination letter and be paid kshs 24,905 as one-month salary in lieu of notice. There is nothing to show that the claimant was accorded hearing before the termination. Contrary to the said express resolution, the principal issued the 2nd claimant with a summary dismissal letter.
51. In the case of *Kenfreight EA Limited v Benson K. Nguti* [2016] eKLR, the Court of Appeal held that:
- “ Apart from issuing proper notice according to the contract (or payment in lieu of notice as provided) an employer is duty bound to explain to the employee in the presence of another employee or a union official, in a language the employee understands, the reason or reasons for which the employer is considering termination of the contract. In addition, the employee is entitled to be heard and his representations if any, considered by an employer before the decision to terminate his contract of service is taken.”
52. Guided by the above binding authority, I find and hold that the claimants were summarily dismissed from employment without being accorded a fair hearing and as such the dismissal was unfair and unlawful within the meaning of section 45 of the *Employment Act*. The unfairness was even worse in the case of the 2nd claimant because the dismissal was not grounded on a valid and justifiable reason.

Reliefs sought

53. Having found that claimants’ dismissal was unfair and unlawful I proceed to hold that they are entitled to salary in lieu and compensation for unfair termination under section 49 of the *Employment Act*. The 1st claimant is entitled to Kshs 32,814 as salary in lieu of notice but the 2nd claimant will not be awarded the same because she acknowledged receipt of kshs 24,905 which was as per the Board’s resolution aforesaid.
54. As regards to compensation, the 1st claimant is awarded six (6) months’ salary considering his long service of 18 years and the possibility that he may not easily secure another job in his current age. Further he contributed to the termination through misconduct. He will get Kshs 196,884 as compensation. The 2nd claimant worked for 32 years with no warning letter except during her last month of her employment. No offence was proved against her and the procedure followed to dismiss her did not befit her long service of 32 years. At her age she stands no chance of securing another job.



Consequently, I award her 12 months gross salary as compensation for the unfair termination Kshs 298,860.

55. As regards the claim for gratuity, only the 2nd claimant's contract of service was governed by the CBA between KUDHEHIA and the Ministry of Education, which provided for payment of gratuity. Clause 31 of the CBA entitled an officer to payment of gratuity upon retiring at the age of 50 or 55 years. The 2nd claimant worked for 32 years. She must have been above 18 years when she joined the respondent, which means she was dismissed when she was over 50 years old. She was prevented from normal retirement by the unlawful dismissal. Consequently, I award her gratuity at the rate of one twelfth of each completed month of service based on the last salary. Hence $Kshs\ 24,905 \times 32 \times 12 \times 1/12 = Kshs\ 796,960$. However, the 1st claimant is not entitled to payment of gratuity since his appointment letter never applied the said CBA to his contract of service.
56. The prayer for certificate of service is granted because the claimants are entitled to the same under section 51 of the *Employment Act*.
57. In conclusion, I enter judgment for claimants in the following terms:

Phineas Kaimenyi Ringera

One month salary in lieu of notice Kshs 32,814.00

6 months' salary as compensation Kshs 196,884.00

Total Kshs 229,698.00

Certificate of service.

Cost of the suit and interest at Court rate from the date of the judgment

The award is subject to statutory deductions.

Isabella Kuri Kunga

One month pay in lieu of notice Kshs 24,905.00

12 months' salary as compensation Kshs 298,860.00

Gratuity for 32 years Kshs 796,960.00

Total Kshs 1,120,725.00

Certificate of service

Cost of the suit and interest at Court rate from the date of this judgment.

The award is subject to statutory deductions.

DATED, SIGNED AND DELIVERED AT NYERI THIS 31ST DAY OF JULY, 2024.

ONESMUS N MAKAU

JUDGE

Order

This judgment has been delivered to the parties via Teams video conferencing with their consent, having waived compliance with Rule 28 (3) of the ELRC Procedure Rules which requires that all judgments and rulings shall be dated, signed and delivered in the open court.



ONESMUS N MAKAU
JUDGE

