



**Odhiambo v University of Nairobi Enterprises & Service Board (Cause E497 of 2021) [2023] KEELRC 1321 (KLR) (23 May 2023) (Ruling)**

Neutral citation: [2023] KEELRC 1321 (KLR)

**REPUBLIC OF KENYA  
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI  
CAUSE E497 OF 2021  
NZIOKI WA MAKAU, J  
MAY 23, 2023**

**BETWEEN**

**BURT AGGREY ODHIAMBO ..... CLAIMANT**

**AND**

**UNIVERSITY OF NAIROBI ENTERPRISES & SERVICE BOARD ..... RESPONDENT**

**RULING**

1. The respondent was to compute the terminal dues the claimant is entitled to including the gratuity for years worked. The respondent has computed a sum of Kshs. 82,282.68 as gratuity, payment in lieu of Notice – Kshs. 123,596/-, pro rata salary for June (3 days) – Kshs. 12,360/- making the sum payable as Kshs. 177,486.60 after tax. The claimant on his part computes as a sum of Kshs. 1,210,822/- as the sum due. Gratuity is Kshs. 1,029,547.85, payment in lieu of notice – Kshs. 123,596/-, unutilized leave days are 11 days amounting to Kshs. 45,319/- and pro rata salary for June (3 days) Kshs. 12,360/-.
2. The gratuity due is 31% of basic pay per the HR Manual of the respondent. The gratuity due is earned each month worked and is not for one month. It is the total income for the year in question multiplied by the rate (31%). The calculation by the respondent is so erroneous it is laughable. I concur with the claimant that the amount due is Kshs. 1,210,822.85 as the final pay comprising of Kshs. 1,029,547.85 as gratuity, Kshs. 123,596/- as notice, leave dues 45,319/- and salary for June (3 days) Kshs. 12,360/-.

It is so ordered.

**DATED AND DELIVERED AT NAIROBI THIS 23<sup>RD</sup> DAY OF MAY 2023**

**Nzioki wa Makau**

**JUDGE**

