



**Marango v Kedong Ranch Limited (Petition E009 of 2020)
[2022] KEELRC 1091 (KLR) (31 May 2022) (Judgment)**

Neutral citation: [2022] KEELRC 1091 (KLR)

**REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAKURU
PETITION E009 OF 2020**

**HS WASILWA, J
MAY 31, 2022**

BETWEEN

GEORGE MARANGO & 122 OTHERS PETITIONER

AND

KEDONG RANCH LIMITED RESPONDENT

JUDGMENT

1. Through an Amended petition dated 8th November, 2021 the Petitioners sought orders among others:-
 - a. A declaration that the Respondent is bound to recognize the Petitioners as permanent employees having worked for the Respondent continuously for between 1year and 46years.
 - b. A declaration that the Respondent's decision to convert the Petitioners employment contracts from permanent to fixed contract term without consultation violated the Petitioners right to fair labour practices as guaranteed under Article 41(1) of *the Constitution* and is therefore null and Void.
 - c. A declaration that the Respondent violated the Petitioners rights to fair remuneration and reasonable working conditions as guaranteed under Article 41(2)(a) &(b) of *the Constitution* when it he failed to pay the Petitioners over time, house allowance, holiday allowance, salary underpayments as per the analysis schedule attached to the affidavit in support of this Petition.
 - d. A permanent Order do issue restraining the Respondent either by themselves, servants or agents or any other person acting on their behalf from changing or converting the terms of employment or declaring redundant the Petitioners herein.
 - e. An Order do issue restraining and prohibiting the Respondent its servants, agents or any person acting on its behalf from harassing, victimizing, threatening, dismissing, terminating



or declaring redundant the Petitioners from the Respondent's employment without following due process.

- f. An Order do issue compelling the Respondent to release forthwith to the Petitioners the appointment letters which are in their custody.
 - g. An Order do issue directing the Respondent to allow the Petitioners to join trade union of their choice with immediate effect.
 - h. The Honourable Court do make an order compelling the Respondent to pay the Petitioners an amount of Kshs. 20,495,828 being unpaid overtime for all the day and night watchmen, house allowance for 24 Petitioners who are not housed by the Respondent, and underpaid salaries for those Petitioners whose occupation is not covered under the agricultural wages order as shown in the payment schedule attached to the further affidavit in support of the petition plus interest at 14%pa.
 - i. The Honourable Court do condemn the Respondent to pay General Damages to the Petitioners for unlawfully withholding the appointment/employment letters for a period of between 1year and 46years.
 - j. Any other further and better orders as this Court may deem just and fit to grant.
 - k. An order that the Respondent do bear the costs of this Petition.
2. The petition was supported by the facts inter alia:
- a. That the Petitioners herein have been working for the Respondent on permanent terms for years ranging between 1 year and 46 years. Upon their recruitment they were issued with appointment letters which were retained by the Respondent as such they were not informed of the terms and conditions governing their employment. They contend that the only way they knew their job position was through their pay slips which are the only documents in their possession affirming their employment relationship.
 - b. Sometime on the 5th November, 2020 the Respondent unilaterally changed the Petitioners terms of engagement and prepared short term contract of 3 years. This change was done without any consultation between the Petitioners and the Respondent.
 - c. On 26th November, 2020 a meeting was convened by the Respondent's senior management officers, Mr. Tom Kaitany and Daniel Mulwa, where the change of their employment terms were communicated to them.
 - d. The next day on the 27th November, 2020, the Respondent's managing director, Pascal Babuwood convened another meeting with the Petitioners herein and conveyed the message of the Board that their contract had been converted from permanent to a fixed term contract.
 - e. The Petitioners then rejected the new terms of service and sought to be engaged before their terms could be converted. Subsequently, the Respondent convened another meeting in Nairobi between the chairperson of the Respondent's board Ms. Christine, Mr. Pascal, Daniel Mulwa, Muya Wangai maina and three representatives of the Petitioners being , George Marango, Peter sukuta and Morgan sosmokin, where the issue was raised however the Respondent maintained that their decision to reduce their terms of employment to a fixed terms contract was final and any employee who failed to sign the new contract was to be fired.



- f. Subsequently, a circular dated 18th December, 2020 was issued to the Petitioners herein affirming the decision of the Respondent to convert their terms of employment and indicating the date of commencement of the new contracts as 1st January, 2021.
- g. It is contended that the Petitioners were not afforded an opportunity to even read through the terms indicated in the new contract rather that they were only directed to sign the same.
- h. The Petitioners aver that they managed to get hold of one of the contracts and the said contract at paragraph 16 nullified all previous agreements and in the new contract there was no mention of overtime pay, job titles, house allowances payable for those not housed by the Respondent, group insurance for those working in the most risk parts of the ranch and also the issue of underpayment was not addressed.
- i. It is stated that the Respondent was paying the Petitioners salary in accordance with legal notice number 3 of 19th December, 2018, which was regulations of wages on Agricultural industry Amendment Order 2018, which Order only governed 10 categories of workers leaving out a majority number of the Petitioners. They added that the only job titles recognized under the Agricultural Orders are unskilled employee, stockman, herdsman, watchman, house servant or cook, farm foreman, farm clerk, senior farm clerk, farm artisan, tractor driver, combine harvester driver, lorry driver and car driver, while the job titled for the majority of the Petitioner not covered under the Order are; plant and pump operator, storekeeper, bush camp attendant, day and night watchman(guard), general workers, general laborers, masons, cattle supervisors, watchmen supervisors, tipper driver, pickup driver, carpenter, radio operator and controllers and horse riders.
- j. The Petitioners aver that some of them worked overtime and illustrated the same as follows; that the day watchmen clocked in at 6:30am and clocked out at 6:30 pm working for 12 hours similar to the night guard who clocked in at 6:30pm and clocked out at 6:30 am therefore that the watchmen are entitled to 4 hours overtime pay each; the bush camp attendant work from 8am to 11pm clocking 13 hours as such they are entitled to 5 hours of overtime;; the cattle herders work from 6:30 am to 6:30 pm clocking 12 hours per days s such are entitled to 4 hours overtime; the herders guard work from 6am to 7pm clocking 13 hours are entitled to 5 hours of overtime. It is stated that the Respondent has refused to pay overtime to these category of employees contrary to the provisions of Article 41(2)(a) of *the Constitution* as to fair remuneration.
- k. Some of the Petitioners such as the 1st, 14th, 27th, 28th, 31st, 32nd, 39th, 43rd, 46th, 50th, 57th, 59th, 60th, 67th, 79th, 89th, 107th, 108th, 111th and 123rd Petitioners were not housed by the Respondent neither were they paid house allowance contrary to the provision of section 31(1) of the *Employment Act* and the Article 41(2)(b) of the Constition.
- l. Further that some of the Petitioners were under paid such as; Raphael Wakisi (2nd Petitioner)th Petitioner) -Kshs. 121,056/=Kimani Mburu (108 Petitioner)-Kshs.57,864/5, Paul Twei (70th Petitioner)-Kshs. 64,008/=, Epur Ewoli (82nd Petitioner)- Kshs.272,376/=, John Kanali Amunya (97th Petitioner) -Kshs.453,960/=, Alfred Wanjala Wanyama (104th Petitioner)- Kshs. 183,4565, Josiah Mwangi (107th Petitioner)-Kshs.165,792 = and Peter Kshs.555,600/=, Dominic Langat (62nd Petitioner)-Kshs. 121.1045, Zakayo Mahindi (69th(40th Petitioner)-Kshs. 211,848/= Joseph Wachira(41s! Petitioner)-Kshs. 19,560/=, Kennedy Juma Modi (44th Petitioner)-Kshs. 18,800/=, Peter Kimani(46th Petitioner)-Kshs-121.056/=, Lorinyo Erot Lutuai(48th Petitioner)-Kshs. 151,320/=, Paul Wesonga



(50th Petitioner)-Kshs.54,264/=, Beth Ruguru Gitau(51st Petitioner)-Kshs.325,584/=, Violet Chao Mwangemi (52nd Petitioner)-Kshs. 170,688/=, Kennedy Miyesu (56th Petitioner)-Kshs. 38,100/=, Musa Egsa Ewue (61st Petitioner)- (34th Petitioner)-Kshs.272,376/=, David Ekautu (36th Petitioner)-Kshs.75,168/=, Sarirwa Wanjoi(32nd Petitioner)-Kshs.90,792/=, David Wanjala (32nd Petitioner)-Kshs.575,016/=, Alphonse Ouma Kshs. 152,064=, Nicholas Chepkwony (4th Petitioner) Kshs.54,264/=, Paul Njoroge (10th Petitioner) Kshs. 56,772/=, Jackson Chege Ngugi (131h Petitioner)-124,632/=, James Abonga (19th Petitioner) Kshs. 121,056/=, John Chepkwony (31st Petitioner – Kshs.90,792/=, Joseph Mukoiyo

3. The Legal foundation of the Petition was stated to include: -
 - a. Section 9(2)(3) &(4) of the Employment Act that requires the employer to draw up a contract stating the particulars of the employment , which contract must be consented by the employee and incase an employee is illiterate the contents of the contract should be explained to them. The Petitioner avers that most of them were illiterate and the contents of the contract were never explained to them therefore the Respondent violated the above provision of the law. Further that the Respondent violated the provisions of section 10(1) & (5) of the Employment Act when the Respondent failed to consult the Petitioners before changing the terms of employment.
 - b. It was stated that section 31(1) of the Employment Act mandated an employer to provide reasonable housing to an employer and in the alternative the employer to pay house allowance, however that 24 of the Petitioners were neither housed nor paid house allowance.
 - c. The Petitioner also stated that section 46 of the Labour Institution Act, mandates the cabinet secretary for labour and social protection to set minimum monthly wages, while section 48(2) of the Act makes it a criminal offense to pay an employee lower than what is provided for under the Act. In this case the Respondent allegedly underpaid the Petitioners contrary to the law.
 - d. It is averred that the alteration of the terms of employment without consulting the Petitioner is contrary to the provisions of Articles 3,10,20,22,23,27(1)&(2), 41(1), 47(1)&(2) of the Constitution and fair Administrative Actions Act. In this he explained that Article 3 of the Constitution implores upon all person to respect and uphold the Constition, Article, 10, binds all states officers, organs and Article 20 to interpret the constitution in such a way that is promotes the enforcement of the rights and fundamental freedoms.
 - e. Article 47 protects the right to fair administrative action and provides that every person has the right to administrative action that is expeditious, efficient, lawful, reasonable and procedurally fair.
4. In Response to the petition, the Respondent filed a replying affidavit, deposed upon on 3rd March, 2020 by Stanley Kinyanjui, the chairperson of the Respondent’s Board of directors. He stated that the Respondent is a ranching company dealing with both animal keeping and crop farming as such they it is a fully fletched member of Agricultural Employers Association.
5. The Respondent affiant avers that the issue giving rise to the Petitioner herein emanated sometime in November, 2020 when the Respondent resolved to reduce the terms of engagement between it and its employees in to writing.
6. It is stated that the Respondent had initially issued to all its employees appointment letters which only indicated their position, their salaries and allowances but did not give particulars of the employment and the terms and conditions of services. Subsequently, that the Petitioners signed the said employment contract and returned copies to the Respondent for safe keeping and not withheld as alleged.



Further that the Petitioners were each issued with a pay slip which indicated that the salary given was consolidated and inclusive of house allowance, traveling allowance, overtime pay together with statutory deductions made.

7. The Respondent avers that to capture all the terms of engagement between it and the Petitioner, a meeting was convened by the Respondent's management in November, 2020 to communicate the intention of the Respondent to reduce the terms of engagement into writing. Due to the disagreement by the employees, the meeting was held in abeyance and the Respondent engaged the Petitioners further and even sought for services of Human resource consultant who would consider the interest of both the Employer and the employees.
8. The Respondent maintain that there was no conversion of contract unilaterally as alleged rather that the Respondent was merely reducing their oral contracts to writing in accordance with the provisions of the Employment Act.
9. It was also averred that the applicable wage Order is the Regulations of wages (Agricultural industry) Order and not the Regulations of wages (General) (Amendment) Order, 2018 since all the Petitioners work in a ranch. Consequently, that all the Petitioners have been paid in accordance With the law and none has been underpaid.
10. On the issue of housing it was stated that most Petitioners are housed by the Respondent and the Petitioners who are not housed are paid a consolidated salary which is inclusive of house allowance.
11. On the overtime sought, the Respondent avers that the Respondent pays its employee overtime earned and that the same is reflected in their payslips.
12. The Respondent then maintained that it consulted the Petitioners in both meeting and its need to reduce the oral contract into writing cannot be any way prejudicial to the Petitioners.
13. It is also averred that the General wage Order came into force in the year 2015 therefore it cannot govern the Respondent herein.

Petitioners' submissions.

14. The Petitioner submitted largely on the fact that the Respondent had not filed a response to Amended petition and prayed for the Petition to be allowed as unchallenged. In support of its argument the Petitioners relied on the case of Kennedy Otieno Odiyo & 12 Other V Kenya Electricity Generating Company limited [2010] eklr and the case of *Mohammed and another V Haidara [1972] EA.166*.
15. The Petitioners then submitted on the issue raised in the petition and submitted that the Respondent violated their right under the Constitution to fair labour practices when it failed to consult them before developing the policy that changed their terms of engagement from permanent to a 3 year fixed term Contract. This according to the Petitioners was in violation of Section 10(5) of the Employment Act and Article 232(d) of the Constitution of Kenya. In support of their argument the Petitioner relied on the case of James Angawa Atanda & 10 others V Judicial Service Commissions [2017] eklr. It was further argued that the meeting held in Nairobi on the 8th December, 2020 was not meaningful in the sense that the employees views were not considered rather that the Respondent was merely using the meeting to communicate its decision as such the meeting cannot be termed as consultative. In support



of their argument, they relied on the case of Amos Kium and 19 others V Cabinet secretary ministry of Interior & coordination of national government & 8 others [2014] eKLR where the Court held that;

“Although views expressed by stakeholders are not binding, public involvement cannot be meaningful if there is no willingness to consider those views.”

16. The Petitioners then submitted that the Respondent violated their right when it underpaid them and refused to pay their allowances both housing allowance and overtime. It then argued that the employer is mandated under section 31(1) of the *Employment Act* to either provide housing for its employees or pay them house allowance. On the underpayment it was submitted that section 48(2) of the Labour Institutions Act, 2007, makes it a criminal offense to underpay an employee and on the overtime pay it was submitted that the law provides for 8 working hours in a day and any time outside this ought to be paid as overtime and to fail to do so would be in violation of right to fair remuneration and right to fair working conditions guaranteed by Article 41(1),(2)(a)&(b) of *the Constitution*.
17. The Petitioner in conclusion, submitted that they have proved their case to the required standard and urged this Court to allow the Petition as prayed.

Respondent's Submissions.

18. The Respondent submitted from the onset that the Petition as drafted does not meet the legal threshold of a constitutional petition. It was argued that the Petitioners have not demonstrated with precision the provisions of the Constitution that have been violated and how the same were violated, rather that the Petitioners have merely listed articles of *the Constitution*. In support of its case the Respondent relied on the case of Anarita Karimi Njeru V Republic [1979] eKLR and the case of Mumo Matemo V Trusted Society of Human Rights Alliance 7 5 others [2013] eKLR.
19. On whether the Respondent violated the Petitioners' rights by reducing their oral agreement into writing, it was submitted that the Respondent was merely reducing terms which were already in place in writing as provided for under section 10 (5) of the *Employment Act*. He argued further that the Respondent consulted its employees on two meetings and even involved the expertise of a human Resource consultant to ensure the rights of all parties are secured. It was thus submitted that, there was no wrong doing on the part of the Respondent when it reduced the oral terms into writing. In support of its case the Respondent relied on the case of Emmanuel Wambua Muthusi & 6 others V Khoja Shia Ithna Ashari Education Board t/a Jaffery Academy [2020] eKLR where the Court held that;

“Section 10 [5] does not require that there is agreement on revision of contract, between an Employer and an Employee, as the Petitioners submit. It states, “Where any matter stipulated in subsection [1] changes, the Employer shall, in consultation with the Employee, revise the contract to reflect the change and notify the Employee of change in writing.” The provision does not require, that consultation ends up in agreement. All that the Employer is required to do, in changing terms of the contract, is to consult the Employee; revise the contract to reflect the change; and notify the Employee about the change. The word ‘agreement’ does not feature in Section 10 (1) of the *Employment Act*. There would be no requirement for notification, if agreement has already been reached. The Employee is free to take the revised contract, or reject it. It is not correct that if the Employee declines the revised terms, termination would invariably amount to constructive dismissal.”
20. It was also submitted that the Petitioners herein without exhausting internal dispute resolution mechanism rushed to Court and filed this Petition when negotiations on the issue was still ongoing.



21. On whether the Petitioners were, Underpaid, the Respondent submitted in the negative. It argued that the Respondent relied in the Regulation of wages (Agricultural industry) Amendment Order, 2018 which is tailor made for agricultural companies as theirs. Variably, that the Petitioners relied on the wrong General wage Order. To support its case the Respondent cited the case of Kenya Union of Commercial and allied Workers V Superior Highlands Dairy and Feeds Limited [2020] eKLR and the case of Josphat Gichau Waihenya & 6 Others V IGI Holdings Limited t/a/ Kirimiri Estate [2016] eKLR where the learned Justice Ongaya held that;-

“Each claimant pegged the claim to salary underpayment on the Regulation of Wages (General) (Amendment) Order 2013. The Respondent submitted that they paid well above the minimum wages in the Regulation of Wages (Agricultural Industry) (Amendment) Order, 2013 which was applicable to the agricultural workers like the claimants. There is no doubt that the claimants worked on a farm or agricultural enterprise and as submitted for the Respondent, the prayer for underpayment will fail. The Court has further found that the parties had agreed on the pay and there were no disputes on the same.”
22. Additionally, it was submitted that even if the Petitioners were to rely on Regulation of wages amendment Order, 2018, the same came in force after the agricultural one and the Respondent cannot be compelled to pay back wages as the law does not operate retrospectively. It then cited the Supreme Court case of Samuel Kamau Macharia & Another V Kenya Commercial Bank of Kenya Limited & 2 Others [2012] eKLR.
23. The Respondent in conclusion submitted that the Petitioners have not demonstrated any breach of their rights to warrant the issuance of the Orders sought as such, it urge this Court to dismiss the Petition for want of proof.
24. I have examined all the evidence and submissions of the parties herein. The main contention by the Petitioners herein is that the Respondents altered their permanent and pensionable terms of employment and converted them into term contracts without due consultation and this interfered with their rights provided for under Article 41(1) and (2) of *the constitution*.
25. The Petitioners also sought an order of this Court to compel the Respondents to issue them with appointment letters.
26. Having considered the prayer sought, the issues for this Court’s determination are as follows;
 1. Whether the Petitioners had been employed by the Respondents and when and on which terms.
 2. Whether the Respondents breached the Petitioners rights by their acts or omission.
 3. Whether the Petitioners are entitled to the remedies sought.

ISSUE NO. 1

27. The Petitioners submitted that they are employees of the Respondent having worked for them on permanent terms for periods between 1 year and 46 years.
28. To prove these, the Petitioners attached some copies of their NSSF and payslips as Exh. GMII. There are also some payslips attached for several of the Petitioners herein vide their replying affidavit filed on 14/1/2021 in response to an application Notice of Motion dated 16/12/2020.



29. The Respondents admitted that the applicants/Petitioners are employees of the Respondents employed on various dates and were engaged by way of appointment letters signed by each employee upon their employment.
30. The Respondents indicated that they wished to streamline their HR operations and so communicated to the applicants of their intention to reduce the employees engagement into written contracts and fully comply with the requirements of the Employment Act 2007. They however deny that there was any indication of change in terms of their respective engagements.
31. The Respondents also deponed that they have always made statutory deductions and paid out as evidenced by annexure GM2. The NSSF deduction made to the deponents emoluments.
32. The Respondents also averred that they have always paid out house allowance to the Petitioners and that 70 of the Petitioners are housed by the Respondent at its expense. They referred Court to annexure CC3.
33. Having considered the annexures herein, I note that the annexure produced by the Respondents in terms of payslips are of the year 2020 December and November.
34. All the employee Petitioners were employed way before 2020 as evidenced from the appointment letters of Joseph Leketon (2017) and of George Andulu (2002).
35. The Respondents also filed a replying affidavit to the petition dated 8th November 2021, on 10th March 2021. They contended that upon employment the Petitioners were each issued with appointment letters which stipulated their consolidated salaries and the different allowances. However they were not issued with a written contract.
36. They denied that they had withheld letters of appointment to them. They aver that to streamline their HR operations, the Respondents resolved to codify the terms and benefits of all its employees by proposing a comprehensive written contract and engaged their employees by communicating this proposal for discussion.
37. They aver that by introducing contracts they were introducing best practices to reduce oral contracts into written contracts.
38. They deny they intended to change the terms of employment of the Petitioners.
39. Having considered the responses by the Respondents in relation to the Petitioner's prayers, it follows that the Respondents have not yet and do not intend to alter the terms of engagement of the Petitioners which terms remains permanent and pensionable.

ISSUE NO. 2

40. The Petitioners have alleged that the Respondents have breached their rights as employees in various ways.
41. The Petitioners contend that though the Petitioners were employed under various categories, the Respondents have paid them majority under Legal Notice No.3 of 19th December 2018 on Agricultural Industry Amendment Order 2018, yet the Agricultural Wages Order which Respondents have been using has listed 10 different occupation.
42. It follows that over 100 Petitioners do not appear among the occupations gazetted.



43. They submitted that the categories listed in Wages Order are unskilled employee, Stockman, Herdsman, Watchman, House Servant or Cook, Farm Foreman, Farm Clerk, Services Foreman, Farm Artisan, Tractor Driver, Combine Harvester Driver and Lorry Driver and Car Driver.
44. They contest that the Respondent created other job titles on occupations but continued paying the Petitioners using the Agricultural Wages Orders and yet these job titles are gazetted under a different Wages Orders.
45. The question then is under which Wages Order the Petitioners were to be paid given that the Respondents are in the Agricultural Industry and there is a specific Wages Order in relation to this industry and that the Respondents must pay according to regulation of wages (Agricultural/Industry/Order 2013).
46. The Petitioner submitted that there were other categories of employees not covered in the Regulation of Wages (Agricultural/Industry/Order) and so should have been paid according to the other wages order where they fail i.e. Regulation of Wages General (Amendment) Order 2018.
47. This argument by the Petitioner cannot however lie because one – the Orders cannot apply retrospectively having come in place way after some of the Petitioners were employed.
48. Secondly since there is a specific wages order in relation to employees on the Agricultural Industry, the Petitioner’s wages should be paid under the Agricultural(Industry)Wages Orders.
49. In any case, the categories of workers with titles not appearing under the Agricultural(Industry)Wages Order can have their titles interpreted as much as possible using the ejusdem genesis rule to apply under the Agricultural Wages Order.
50. A title like General workers or General labourer fit under unskilled employee and day watchman (Guards) and night watchman (Guards) fit under watchman. It is also true that cattle supervisor, slaughter house attendants can fit within Herdsmen, or Farm artisan as the case may be.
51. I therefore find the Petitioners contention not viable on issue of breach of their rights under this head and I reject it accordingly.
52. The Petitioner also argued that the Respondent failed to pay them overtime pay for hours per day.
53. The Respondents on their part have averred that they paid the Petitioners all their dues. They contend that the Petitioners paid overtime as per their payslips.
54. It is indeed true that as per the payslips adduced in Court, the payment for overtime was included therein. The Petitioners have also not produced any other evidence to prove that they worked over and above the 8 hours and were not compensated at all.
55. The claim for overtime therefore also fails.
56. As for the claim for house allowance, the Petitioners aver that they were never paid the same.
57. The Respondents aver that this was paid to the employees who were never housed by the Respondents.
58. The Respondents also contend that payment for house allowance was paid as a consolidated pay. Whereas the Respondent contend that the house allowance was paid as part of the consolidated pay there is no evidence adduced by the Respondents that this issue was part of the letter of appointment issued to the Petitioner.



59. The Respondents aver that they also housed some of the Petitioners within their premises and therefore they could not pay house allowance.
60. Again, the Respondents failed to produce any evidence on how they allocated the Petitioner houses. The allocation schedule signed by each Petitioner would have sufficed in the circumstances.
61. The Petitioners set out a schedule of the unpaid house allowance in their submissions at pages 12 to 14 which I find is undisputed in view of the evidence by the Respondent which is a mere denial.
62. In view of my analysis above, I find no constitutional breach established save for the breach of the employment contract for not paying house allowance and an attempt to change the terms of the contract between the Respondent and Petitioners which was forestalled by this Court.
63. I therefore find that there was ultimately no clear constitutional breach by the Respondents on the rights of the Petitioners.

ISSUE NO. III: REMEDIES

64. Having established as above, I find that the Petitioners are entitled to 2 remedies.
 - a. An order that the attempt by the Respondent to alter the terms of their employment from permanent and pensionable to short term contracts is illegal, null and void and I issue a permanent injunction against the Respondents from changing the contract terms to term contracts.
 - b. If the Respondents so wish, they are free to issue the Petitioners with the elaborate letter of appointment indicating the permanent & pensionable nature of the contracts with attendant benefits attached thereto.
 - c. The Respondents should hence forth pay the unpaid house allowance to the Petitioners as per the schedule submitted by the Petitioners in their submissions which totals 3,549,270/= for all Petitioners as at the time of filing the said submissions and thereafter continue to pay house allowance or allocate houses to the Petitioners as the case may be.
 - d. The Respondents will pay costs of this suit plus interest at Court rates with effect from the date of this Judgment.

DATED, SIGNED AND DELIVERED IN OPEN COURT THIS 31ST DAY OF MAY, 2022.

HON. LADY JUSTICE HELLEN WASILWA

JUDGE

In the presence of:

Njeri for Respondents – present

1st Petitioner – present

No appearance for the other Petitioners

Court Assistant - Fred

