



Muriki v Methodist Church in Kenya Registered Trustees & 2 others (Cause 853 of 2016) [2022] KEELRC 4146 (KLR) (29 September 2022) (Judgment)

Neutral citation: [2022] KEELRC 4146 (KLR)

**REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI
CAUSE 853 OF 2016
J RIKA, J
SEPTEMBER 29, 2022**

BETWEEN

JULIUS LIMBIINE STANLEY MURIKI CLAIMANT

AND

**METHODIST CHURCH IN KENYA REGISTERED TRUSTEES 1ST
RESPONDENT**

**THE CONFERENCE OF THE METHODIST CHURCH IN
KENYA 2ND RESPONDENT**

METHODIST CHURCH IN KENYA NYAMBENE SYNOD . 3RD RESPONDENT

JUDGMENT

1. The Claimant filed his Statement of Claim on May 13, 2016.
2. He states that he was employed by the Respondents as a Reverend and rose to the rank of Superintendent, until the Respondents terminated his contract unfairly and unlawfully.
3. He was employed in January 1995 at Ithima, Nyambene Synod. He had just completed his theological studies at Kaga Institute, which is currently the Methodist University. He served in various circuits as instructed by the Respondents.
4. On March 20, 2014, he was summoned to a meeting by the Bishop Nyambene Synod, attended by other Church Officials. The Claimant was dismissed and told to go back to M C K Nkoe, as he was no longer needed.
5. Dismissal was not in accordance with the standing orders of the Church and the *Employment Act*. He was denied part of his stipends, and the Respondent failed to remit in full, his pension contributions to the Methodist Church Staff Pension Fund.



6. The Claimant wrote to the Presiding Bishop demanding all stipends / salary arrears. He was advised that the internal dispute resolution mechanism had not been exhausted.
7. The Claimant states that he earned Kshs 40,127, at the time of termination.
8. He claims salary arrears, pension dues and compensation for unfair termination, tabulated at Kshs 3,127,505.15; costs; interest; and any other relief the Court deems fit to grant.
9. The Respondents filed their Statement of Response on August 8, 2016. They hold that the Claimant was never their Employee. The position of a Reverend is not one of employment. It is a calling to serve God, and the Church merely regulates service and offers doctrinal guidance. The circuit where a Minister works is responsible for his stipends. The Trustees, Conferences and /or the Synods are not responsible for remuneration of the Minister. The Respondents are strangers to the claims presented by the Claimant. The Claimant was rejected by his circuit for gross misconduct. He was advised to attend a meeting convened by the Pastoral Advisory Committee, where his rejection would have been discussed. He refused to attend the meeting. As the Superintendent of various circuits, he was responsible for submission of his pension to the relevant pension office. The Respondents did not direct or control collection and submission of pension. The Respondents pray that the Claimant is compelled to hand over Church property in his possession, and that the Claim is dismissed with costs.
10. The Claimant gave evidence, and rested his Claim on December 9,2021. The Respondents opted not to give evidence, and rested their case on March 24,2022. The Claim was last mentioned in Court on June 7, 2022.
11. The Claimant adopted his Witness Statement and his 14 Documents on record, in his evidence-in-chief. He restated that he was employed by the Respondents on 1st January 1985 as a Minister. His contract was terminated on March 20, 2014. He was at the time, a Superintendent Minister, earning a monthly salary of Kshs 40,127. Trustees paid his salary. The salary was not paid consistently. He was not told why his contract was terminated. He was not formally invited for hearing, in accordance with standing orders. There were no accusations presented against the Claimant. He did not attend any hearing in the company of his representative.
12. Cross-examined, he told the Court that the Respondents employed him. He was issued a letter of employment. He was issued employment card. The standing orders refer to God's calling. He was called and the Church trained him. He was transferred to various circuits. The Conference Office was responsible for his stipends. The circuit was responsible for his stipends. There was a meeting at the circuit. The Claimant banged the table. The meeting was on March 15, 2014. He did not anger the congregants. The Chairman postponed the meeting against the wishes of the Preachers. The circuit did not write a letter, asking for transfer of the Claimant. He did not recall invitation to the Pastoral Advisory Committee meeting. He was not invited for reconsideration of transfer. He was dealing with a land dispute on the day he was supposed to attend the meeting. The Minister, is responsible for pensions under the standing orders. Redirected, the Claimant told the Court that he did not see the letter dated December 30, 2014. It is a post-dated termination letter. The Bishop called the Claimant, and with the circuit members, terminated Claimant's contract.
13. The issues as understood by the Court are whether the Claimant was employed by the Respondents; whether his contract was terminated unfairly or at all by the Respondents; and whether he merits the remedies pleaded against the Respondents.



The Court Finds

14. The Claimant has not established that he was employed by any, or all, of the Organs / Institutions named as Respondents above.
15. There is no contract document exhibited by the Claimant, establishing that he was in an employee-employer relationship with any of the Respondents.
16. The documents exhibited by the Claimant, suggest that he was a Minister serving M.C K Kangeta Circuit. If he was an Employee of any colour, shade or hue, he would in the view of the Court be deemed to be, an Employee of M C K Kangeta Circuit.
17. He has exhibited Working Programs for M C K Kangeta Circuit. He has exhibited a cheque dated December 5, 2013, issued to him by M C K Kangeta Circuit. The Bank Statements exhibited by the Claimant are for an account held by M C K Kangeta Circuit. The meeting held on March 15, 2014, where the Claimant was summoned over his lack of seriousness in his ministerial function, and where he admittedly banged tables demanding to be paid his stipends, involved a Committee of M C K Kangeta. Similarly, the meeting of March 22, 2014, which resolved that the Circuit was not ready to continue working with the Claimant, involved M C K Kangeta Finance Committee.
18. The Claimant did not show what was the involvement of the Respondents in his ministry, that would evince an employee-employer relationship.
19. He was under the control of M C K Kangeta Circuit. The Circuit paid his stipends, and determined his work program. It oversaw his performance, and determined whether he should continue working for the Circuit. Eventually, it was the Circuit, which determined that the Claimant ceases working.
20. The Court agrees with the position of the Presiding Bishop Rev Joseph Ntombura in his letter to Caimant's Advocates dated July 31, 2015, that the Respondents do not employ Ministers. The Church trains Ministers, and recommends them to various Circuits. The Circuits are responsible for payment of the Minister's stipends. S Q 132 of the standing orders states that, the Ministers are entitled to receive from the Circuit to which they are stationed, minimum stipends and allowances. The Circuits are at liberty to retain or reject Ministers. The standing orders state further that the Conference reserves its right to withdraw a Minister from a Circuit which fails to pay the Minister's dues for 6 consecutive months. The Claimant did not clarify over what period the arrears of stipends accrued, and whether he sought the intervention of the Conference.
21. Once the Claimant was rejected by his Circuit, he ought to have submitted himself to the Pastoral Advisory Committee. He did not do so, when invited to its meeting. The Court did not find the Claimant to be a credible witness, when he told the Court that he did not recall if he was invited to the Pastoral Advisory Committee meeting. His claim that he was involved in another meeting relating to a land dispute, suggests that he did not give much weight to his own dispute, relating to his rejection by Kangeta Circuit.
22. The standing orders made it, the responsibility of the Superintendent Minister, to ensure monthly pension contribution and remittance was made. The Claimant was the Superintendent Minister, and it is illogical for him to expect the Respondents to have fulfilled the pension obligation on his behalf. His prayers for pension has no merit.
23. His prayer for accumulated stipends similarly has no merit. First, he did not show that the Respondents employed him, so as to assume responsibility over his remuneration. He did not show that in event the Circuits failed to pay his stipends, payment could be enforced against the Respondents. Second,



the figures claimed, have not be supported by any document. Even if it was shown that Respondents employed the Claimant, and were obliged to pay his stipends, there is no evidence at all, to establish that the pleaded amounts were due to the Claimant.

24. The Respondents have not shown that the Claimant retains any Church property, and the alleged counterclaim equally lacks merit. There was no evidence adduced by the Respondent.

It Is Ordered

- a. The Claim is declined.
- b. The counterclaim is declined.
- c. No order on the costs.

Dated, signed and released to the Parties electronically, at Nairobi, under the Ministry of Health and Judiciary Covid-19 Guidelines, this 29th day of September 2022.

James Rika

Judge

