



Kenya Union of Domestic,Hotels, Educational Institutions and Hospital Workers (KUDHEIHA) v St Angela Mumias Secondary Vocational School for Deaf Girls Board of Management (Employment and Labour Relations Claim 43 of 2018) [2022] KEELRC 3996 (KLR) (22 September 2022) (Judgment)

Neutral citation: [2022] KEELRC 3996 (KLR)

**REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT BUNGOMA
EMPLOYMENT AND LABOUR RELATIONS CLAIM 43 OF 2018**

**JW KELI, J
SEPTEMBER 22, 2022**

BETWEEN

**KENYA UNION OF DOMESTIC,HOTELS, EDUCATIONAL INSTITUTIONS
AND HOSPITAL WORKERS (KUDHEIHA) CLAIMANT**

AND

**ST ANGELA MUMIAS SECONDARY VOCATIONAL SCHOOL FOR DEAF
GIRLS BOARD OF MANAGEMENT RESPONDENT**

JUDGMENT

Issue

Unlawful and unfair termination of employemen

1. The Claimant, a trade union registered in the Republic of Kenya to represent domestic, hotels, educational institutions and hospital workers, *vide* a Memorandum of Claim dated July 20, 2017 and amended on the August 6, 2018 against the Respondent , on behalf of the grievants (Agnes Mang'eni and Everlyne Imungu), and sought for the unconditional reinstatement of the grievants to their previous jobs as per their appointment letters forthwith without loss of benefits and allowances and in the alternative payment of terminal dues listed as payment of service gratuity as per the CBA, notice pay for 3 months as per the CBA and compensation for loss of employment under section 49(1)(c) of the [Employment Act](#) of 2007. The Claimant also sought underpayment compensation in its prayers.
2. In addition, the Claimant filed together with the statement of claim dated July 19, 2017 verifying affidavit of Albert Njeru, the Secretary General of the Claimant, the Claimant's list of witnesses, witness statements by Mary Omulama, the Claimant's list of documents and the bundle of documents.



A further list of documents by the Claimant was received in court on the September 28, 2017. The Claimant on the January 25, 2022 lodged in court undated document titled additional documents being its memorandum of agreement with the Ministry of Education, Science and Technology and another document titled Ministry of Public Service, Youth and Gender Affairs , Implementation of Job Evaluation Results Phase 1 Salary Review for Civil Servants effective July 1, 2017.

3. The Claim is opposed by the Respondent who filed replying Affidavit by Sis Margaret Sirengo sworn on the July 27, 2017 annexing bundle of documents relied on. The Respondent further filed witness statement of Sis Margaret Sirengo received in court on the November 26, 2021 and dated December 3, 2019 together with salary schedules. The Respondent also filed on March 21, 2022 witness statements of Nixon Mulakayi and Pauline Cherop and a further witness statement of Sister Margaret Sirengo.

Hearing and Evidence

4. The Claimant's case was heard on the November 30, 2021 with witness of fact under oath Agnes Okutoyi (1st Grievant)(CW1) and produced as evidence of the Claimant exhibits marked appendix 1,2 and 5 and was cross-examined by counsel for the Respondent, Mr Ombito.
5. The Claimant called a second witness of fact Everlyne Imungu (2nd Grievant)(CW2) who testified on oath and produced her documents filed with the claim. The witness was cross-examined by counsel for the Respondent.

The Defense

6. The Respondent's case was heard on the March 29, 2022 with the defence calling witness of fact Sister Margaret Sirengo(RW1) who testified on oath, adopted her witness statement dated December 3, 2019, produced the defence exhibits marked 1 to13 and was cross-examined by the representative of the Claimant Mr Justin Wangu Kamuye. The witness was stood down and defence case marked as part heard.
7. The defence on the May 11, 2022 called two other witnesses of fact Pauline Cherop (RW2) and Nixon Mulakayi (RW3)who gave sworn evidence under sign language interpretation by Abel Ouma and adopted their written witness statements both filed on March 21, 2022. The Claimant did not cross-examine these two witnesses. Defence case closed.
8. After closure of the Defence case the court directed the parties to file written submissions. The Claimant's written submissions drawn by Justin Wangu Kamuye are dated May 30, 2022 and filed in court on the June 28, 2022. The Respondent's written submissions drawn by G. Ombito Advocate are dated June 23, 2022 and filed in court on the June 27, 2022. The Respondent on the July 25, 2022 filed further written submissions dated July 21, 2022 in response to the Claimant's submissions.

The Claimant's Case

9. The Claimant's Case was that while the grievants were in employment the Respondent issued them with new contract forms to sign without taking into consideration the duration they had been in employment which they term as unfair labour practice.
10. That the Respondent failed to consider the Collective Bargaining Agreement between the Claimant and the Ministry and the recognition agreement signed between the parties. The Claimant seeks compensation as stated in the amended claim of August 7, 2018 and submit that they have abandoned the prayer for reinstatement. The Claimant submits that the disciplinary Case against the grievants was ignited by their refusal to sign new contract of service in place of their open ended terms of service.



The Respondent's Case

11. The Respondent's case was as per witness statement of Sister Sirengo of December 3, 2019. That Agnes Mang'eni(1st Grievant) was under disciplinary proceedings for absenteeism without permission but was retired on attaining mandatory age. The 1st Grievant case was that her termination was caused by her refusal to sign contract of service in place of her open ended terms of service.
12. The 2nd Grievant Evelyn Imungu was given temporary suspension after show cause where she admitted the incident and apologised. That she rushed to court before completion of the disciplinary proceedings by the school and that the Respondent was paying half salary for sometime. RW1 produced payroll for August 2021 to December 2017.
13. RW1 denied existence of a recognition agreement with the Claimant.

Determination

Issues for determination

14. The Claimant addressed the question as to whether the grievants were entitled to the reliefs sought of service gratuity, Notice pay, underpayment and compensation for loss of employment.
15. The Respondent in written submissions identified the following as the issues for determination:-
 - a. Whether the union has a recognition agreement with the Respondent.
 - b. Whether the disciplinary process against the grievants was illegal.
16. The court having heard the case by both parties and considering the issues addressed by the parties in the written submissions is of the considered view that the issues placed before court by the parties for determination of the dispute as follows:-
 - a. Whether the union has a recognition agreement with the Respondent.
 - b. Whether the disciplinary process against the grievants was illegal
 - c. Whether the grievants were victimised for failure to sign new contracts
 - d. Whether the Claimant is entitled to the reliefs sought

The relevant law

17. Section 43 of the *Employment Act* addresses proof of reasons for termination of employment as follows:-
 - a. "(a) in any claim arising out of termination of contract, the employer shall be required to prove the reason or reasons for the termination and where the employer fails to do so, the termination shall be deemed to have been unfair within the meaning of Section 45.
 - (b) The reasons or reasons for termination of contract are the matters that the employer at the time of termination of the contract genuinely belief to exist and which caused the employer to terminate the services of the employee."
18. Section 44 (4) of the *Employment Act* provides for justifiable and lawful grounds for dismissal from employment, inter alia to be if:-



- (a) Without leave or other lawful cause, an employee absents himself from the place appointed for the performance of work,
 - (c) an employee willfully neglects to perform any work which it was his duty to perform or if he carelessly and improperly performs any work which was his duty under his contract to have performed.....” c
19. Section 45 (2) of the [Employment Act](#) provides that a termination of employment by an employer is unfair if the employer fails to prove:-
The reason for the termination is a fair reason:-
- a) Related to the employees conduct, capacity or compatibility or
 - b) Based on the operational requirements of the employer.
20. Section 46 of the [Employment Act](#) provides for reasons that do not constitute fair reasons for dismissal.
21. Section 47 (5) of the [Employment Act](#) provides for burden of proof in claims for wrongful dismissal as follows:-
- a. “(5) For any complaint of unfair termination of Employment or wrongful dismissal the burden of proving that unfair termination of employment or wrongful dismissal has occurred shall rest on the employee, while the burden of justifying the grounds of the termination of employment or wrongful dismissal shall rest on the employer.”
22. Thus, the obligation of the employee is discharged upon proving wrongful dismissal has occurred and the burden then shifts to justify the grounds of termination.
23. Section 41 of the [Employment Act](#) provides for procedural fairness as follows:- ‘41. (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.’”

(a) Whether the union has a recognition agreement with the respondent.

24. The Claimant produced in court a recognition agreement with the Respondent dated May 19, 2009(KW4).
25. The Respondent disputed the validity of the recognition agreement (KW4) and produced a letter dated October 30, 2017 allegedly authored by a compliance secretary of the National Development Fund For Persons with Disabilities whose identity was not disclosed. The said letter addressed to the Principal of the Respondent states:-

“our attention has been drawn to a purported enforcement of recognition agreement dated 2009 purported enforcement against your disabled staff. We wish to draw your attention to section 11 as read with section 17 of [Persons with Disabilities Act](#) No 14 of 2003. Please note that our board is mandated to keep record and have input in such agreements and exercise which was not the case hereby. kindly notify the union.

Urgently ensure compliance.

Yours faithfully,



Compliance secretary.”

Court decision on the issue

26. The Court has considered the letter dated October 30, 2017 authored by a compliance secretary of the National Development Fund For Persons with Disabilities and found it concerned the staff living with disabilities (the court finds words used in the letter of ‘disabled staff’ insensitive) and further did not invalidate the said recognition agreement.
27. RW1 told the court that the Respondent does not make any remittances to the union (exhibit 13). She told the court that the check off list dated August 26, 2015 did not have a stamp that it was ever received at the school.
28. The process of recognition of union by employer is provided for under section 54 of the Labour Relations Act as follows:- “54 (1) An employer, including an employer in the public sector, shall recognise a trade union for purposes of collective bargaining if that trade union represents the simple majority of unionisable employees.”
29. The Labour Relations Act provides for elaborate criteria before the signing of the recognition agreement including meeting of threshold of simple majority of unionisable employees (section 54(1)). The court finds and determines that the issue of whether or not the Respondent has been remitting dues to the union is irrelevant in determining whether there exists a recognition agreement. The criteria is as provided for under section 54(1) of the Labour Relations Act.
30. The court finds no material evidence placed before it to challenge the validity of the recognition agreement. The Court finds and determines that the recognition agreement between the Claimant and the Respondent dated May 19, 2009 (KW4) is valid.

b. Whether the termination process against the grievants was illegal

1st Grievant - Agnes Okotonyi Mangeni (CW1)

31. The Claimant’s case was that CW1 was victimised for failure to sign new contract.
32. During cross-examination CW1 told the court she received letter of retirement on the December 31, 2019 on attaining 60 years old which was her mandatory retirement age. CW1 told the Court during interdiction she received half salary upto December 2019 when she retired.
33. CW1 told the Court that the show cause letter dated March 29, 2019 was issued because she refused to sign a new contract. CW1 admitted that she did not mention the issue of new contracts in her response.
34. CW1 told the court that she further received notice of show cause dated April 11, 2017 for absence from duty without leave. CW1 told the court that she could not recall if she responded to the Notice to show cause.
35. The Respondent told the court that CW1 was interdicted for absence from duty without leave vide letter dated August 9, 2017 and requested to put response. CW1 could not recall if she responded to the interdiction letter.
36. CW1 told the court she only received letters to show cause but was never called for hearing.



Court decision on 1st grievant

37. The court considered the letter of interdiction of the 1st grievant dated August 9, 2017. The it is stated in the body of the letter as follows:-

‘Reference is made to ours dated March 29, 2017 seeking your showing of cause why there should be no action for your absence without leave. You responded by yours dated March 30, 2017. We regret to note that again you have been away without leave as from July 31, 2017 and reported on August 7, 2017. You are hereby interdicted in view of the foregoing pending the Board’s final consideration in the matter on December 7, 2017. Do put in your response for your absence foregoing and as you keep off the school premises, you will be entitled to ½ salary pending final outcome’

38. CW1 could not recall whether she responded to the above letter.

39. The court finds and determines that the 1st grievant (Agnes) exited from service on basis of attaining mandatory retirement age of 60 years during the pendency of the instant suit.

40. The court notes that under the CBA clause 12 the interdiction period should not exceed 6 months. The 1st grievant was subjected to unfairness in breach of the CBA terms of interdiction. The court finds that the 1st grievant is entitled to compensation for the prolonged period of interdiction.

Claim of 2nd Grievant Everlyne Imungu

41. The Claimant’s case for the 2nd Grievant was that she was issued with a letter of temporary termination (appendix 5) following her refusal to sign new contract form while on service. That no reasons were given for the termination.

42. The Respondent produced show cause letter dated April 11, 2021 for which CW2 told the court that she delegated duties. On another show cause letter dated May 29, 2017 on stale food, CW2 told the court that she responded but did not produce the letter in court.

43. The Respondent’s counsel, during cross-examination referred CW2 to letter dated July 20, 2016 being invitation to appear before the Board of which she admitted to have attended for disciplinary meeting. CW2 confirmed there were several incidents of which she apologised for and she was remorseful. CW2 said she was not guilty of indiscipline. CW2 confirmed to the court that she wrote a letter of apology dated August 14, 2017 and as at that time the issue of signing new contract had not come up. That the issue of new contract came up when the instant case was in court.

44. During re-examination CW2 told the court that when she appeared before the Board for hearing she was not accompanied by a union official or work colleague.

45. On the July 21, 2017, Hon Lady Justice Maureen Onyango issued an order restraining the Respondent from changing the terms of engagement of the grievants and from interfering with their terms of engagement pending the interpartes hearing of the application. The Claimant submits that since the termination took place during pendency of this Order the consequence of compensation must follow.

46. The court upon perusal of the impugned Order of the court finds that it emanated from the Notion of Motion Application dated July 19, 2017 and concerned only the signing of new contracts and not the disciplinary issues.



Court's decision on 2nd grievant's termination from employment.

47. The court faults the process of termination of employment of the 2nd Grievant for failure to accord her the right of representation at the Board hearing as provided for under section 41 of the [Employment Act](#) and under the CBA. The Respondent did not provide any evidence that the 2nd Grievant was represented by the union representative or fellow employee at the Board hearing. Production of the minutes of the Board would have been helpful. Section 41 of the [Employment Act](#) is couched in mandatory terms. The employee must be afforded right of representation by the union representative or be accompanied by fellow employee at the hearing.
48. The court finds and determines that the termination process of the 2nd Grievant employment was procedurally unfair.

Whether the grievants were victimised for failure to sign new contracts.

49. The term victimization is not defined under the [Labour Relations Act](#), 2007 or the [Employment Act](#), 2007. The [Black Law Dictionary](#) defines term "Victimize" to mean "to treat someone abusively or unfairly"(10Ed Bryan A Garner).

The Supreme Court (India) in [Bharat Bank Ltd vs Employees of Bharat Bank Ltd](#) (1950) LLJ has defined the word "Victimization" to mean:- "a certain person has become a victim in other words, that he has been unjustly dealt with".

The above meaning was followed in [Bharat Iron Works vs Bhagubhai Balubhai Patel](#) CSC (India) AIR 1976 5C 98 cited in "[Industrial Relations and Labour Laws](#) by SC Scrivastava (6th Ed. 2012) where the Supreme Court of India said that :- "Victimization may partake various types . For example pressurizing an employee to leave the union or union activities, treating an employee unequally, or in an obviously discriminating manner for the sole reason of his connection with union or his particular union activity, inflicting a grossly monstrous punishment which no rational person would impose upon an employee and the like"(page 164).

The court adopts with approval the aforesaid meaning attributed to the term victimization by the Supreme court of India.

Proof of victimization .

50. Victimization is a serious charge by an employee against an employer considering the provisions of Articles 27 and 41 of the [Constitution](#) and the violation ramifications and therefore , it must be properly and adequately pleaded giving all particulars upon which the charge is based to enable the employer fully meet them.

The burden of proof of victimization is upon the person alleging the act. Victimization must be directly connected with the activities of the concerned employee inevitably leading to the penal action without the necessary proof of a valid charge against the employee.

In Bharat Iron Works case the Supreme court of India observed that a proved misconduct is antithesis of victimization as understood in industrial relations (page 165, SC Srivastava)

The court adopts the foregoing jurisprudence to apply in determination of the claim of victimization by the grievants.

51. The Court did not find evidence of victimisation in the termination process as the grievants were given reasons in the respective show cause letters as to why the employer was contemplating disciplinary action against them. These reasons were related to the grievants' employment as contemplated



under Section 45 (2) of the *Employment Act*. Further, both the CW1 and CW2 admitted during cross-examination that their termination letters were based on reasons related to their conduct as employees and arose before the Respondent introduced the issue of signing new contracts. The court upholds the decision of SC India in *Bharat Iron Works (Supra)* and finds that the Claimant has not proved victimization of the Grievants. The Grievant's misconduct was antithesis for their claim of victimization.

Whether the Claimant is entitled to the reliefs sought

52. The Claimant abandoned the prayer for reinstatement of the grievants to pursue the alternative prayer for compensation. The Claimant relies on the Collective Bargaining Agreement between the Ministry of Education, science and Technology and the Claimant signed on March 18, 2018 (CBA) and the DPM Circular of 2017.
53. The letter of appointment of 1st Grievant (Agnes Mang'eni) (App 1) indicates her employment is subject to terms of any agreement between the Ministry of Education and the Domestic and Hotel Workers union for the time being in force on the terms and condition of service of persons employed by Boards of Governors established under the Education (Board of Governors) Order 1964.
54. The Claimant to buttress their position relies on the decision of Lady Justice Wasilwa in Industrial Court of Kenya at Kisumu Cause No 156 of 2013 *Kudheiba V Sinaga Girls Secondary School* (unreported) where the Court upheld the impugned CBA by the Ministry of Education and awarded notice pay and gratuity as per the terms therein. The Claimant further relies on decision of the Industrial Court of Kenya in Nairobi Cause No 291 of 2010 *Kudheiba Workers V Muranga High School* (unreported) where the court upheld the application of the CBA between the Claimant and the Ministry of Education and awarded dues and compensation to the grievants.
55. The Respondent in further submissions dated July 21, 2022 submits that clause 31 of the CBA is disputed as it was sneaked in with mischievous intentions. That the parties ought to negotiate and agree voluntarily and that the Claimant is taking advantage of the disabilities of the Respondent's staff. That the Respondent did not cross examine on the CBA and that it was illegally sneaked into the record. The Respondent further submits that The DPM Circular was not produced in court as part of evidence and is strange and ought to be expunged from the record.
56. The Respondent further submits that the prayers sought under the Claimant's written submissions are different from those in the statement of claim amended and filed in court on the June 4, 2018 and invites the court to look into the original statement of claim filed in Kisumu court on the July 20, 2017.
57. This court is a court of record. On the September 25, 2018 the record is as follows:-

 " Before Hon Justice N Nduma – Judge
 CA: CHRISPO
 Parties: Mr Kamuye for the Claimant
 Mr Ombito of the Respondent.
 Order : Application dated July 4, 2018 is granted.
 Amended Memorandum filed on the August 7, 2018 to be responded to within 21 days."
58. The court finds and determines that the correct amended Claim is one filed in court on the August 7, 2018 and that the Claimant's submissions are proper. The allegations by counsel for the Respondent



of strange prayers can only be attributed to their lack of diligence taking into consideration the Court Order of September 25, 2018 made in the presence of Mr Ombito Advocate.

59. The court finds that the Respondent's act of invoking the CBA by the Ministry of Education in the contract of employment with the Claimant means that the CBA terms and conditions were incorporated into the contract of employment of the grievants. The Respondent having invoked the CBA cannot be heard to say the document was not produced in court by the Claimant. The court upholds the cited decisions of the court Industrial Court of Kenya in Nairobi Cause No 291 of 2010 *Kudbeiba Workers V Muranga High School* and Industrial Court of Kenya at Kisumu Cause No 156 of 2013 *Kuedbeiba V Sinaga Girls Secondary School* (unreported) as in all the cases it was the decision of the Board of Governors challenged for non-compliance with the CBA.
60. The court further finds that the CBA concerns staff of the Respondent and not its students hence the submissions of the Claimant taking advantage of disabled staff is hollow as the two grievants were not certified as disabled. They are workers entitled to labour rights like their counterparts working in all other public schools and benefiting from the aforesaid CBA.
61. The Respondent submitted that the DPM Circular was not produced in court as part of evidence and is strange and ought to be expunged from the record. The court on perusal of the amended claim did not find any pleading on the underpayment outside the prayers and on the alleged circular. The Circular was also not produced in court during the hearing. The court finds and determines that the alleged DPM circular is a strange document and expunges the same from the court record.

Appropriate remedy

62. Having made the above findings the court then considers the appropriate remedy.

1st Grievant Agnes Mangéni

63. The 1st Grievant was engaged by the Respondent from July 1, 2004 and retired on age ground on the December 31, 2019 while still on interdiction.
64. The Claimant claims gratuity for the 13 years. No evidence to rebut the period of service was tendered by the Respondent. As at time of retirement the 1st grievant was earning gross salary of Kshs 7693/- (court considered full basic salary to be Kshs 2,959/-x2 as per the payroll produced by Respondent of February 2019 under statement of defence filed in court on the April 16, 2019). The CBA Clause 31 provides for gratuity of one twelfth of each completed months of completed months based on current salary. One of the conditions for its application is minimum of ten years of continuous service. The court already determined the 1st Grievant was entitled to full gross salary of Kshs 7693/- based on the February 2019 payroll and for lack of contrary evidence. Thus $1/12 \times 7693 \times 13 \times 12 = \text{kshs } 100,009/-$
The court awards 1st Grievant gratuity of Kshs 100,009/-.

2nd grievant

65. The 2nd Grievant led evidence that she was employed in 2010 and her services terminated on the August 9, 2017. The court finds that the 2nd Grievant did not meet the condition under the CBA of minimum ten years of service hence not entitled to gratuity.

Whether the grievants deserve compensation for loss of employment.



66. The Claimant relies on the court order(supra) of Lady Justice Maureen Onyango which preserved terms of service. The court already found the failure to sign new contracts was not invoked during the disciplinary process of the grievants hence not relevant to the claim.

1st Grievant (Agnes Mangeni)

67. The court found the interdiction period of the 1st grievant exceeded the 6 months provided under clause 12 of the CBA hence there was violation of her employment rights. The court, in application of section 49(1)(c) of the *Employment Act*, considered the conduct of the 1st grievant of being absent without leave and of failing to respond to the accusation as required under the interdiction letter, the fact she was on half pay until retirement date and was entitled to gratuity. The court finds that compensation of the equivalent of 3 months gross salary, for violation of the interdiction period clause of the CBA, is adequate of Kshs 23, 079/-

Compensation of the 2nd grievant, Everlyne Imungu

68. The court found unfair process leading to her termination from employment for lack of compliance with the mandatory provision of section 41 of the *Employment Act* and of the CBA being that the union representative be invited during the disciplinary hearing.

69. The court applying the provisions of Section 49(1)(c) finds that the 1st grievant contributed to the termination of her services on loss of the 25 kg of rice as admitted in her letter of August 4, 2017 and offered to compensate, got a new equivalent job at Ingoste secondary school in August 2018 and was not entitled to gratuity under the CBA. The court in the circumstances finds and determines that an award of the equivalent of 6 months salary is adequate compensation.

70. The 1st Grievant told the court that as at time of leaving she was earning Kshs 12000/-. The employer has a duty to provide records to court under section 74 of the *Employment Act*. The Respondent produced payroll August 2017 when the 2nd grievant was terminated from service (exhibit 13.) RW1 under her witness statement indicated that the 2nd grievant was on half salary on the temporary termination for some period. The court has no reason to doubt that the 2nd grievant gross salary as at time of termination was Kshs 12,000/- as stated during her evidence in chief as this was not rebutted by the Respondent during the cross-examination.

71. The court awards the 2nd grievant compensation of equivalent of 6 months salary thus 12000 x 6 to wit Kshs 72,000/-

Notice pay.

72. The 1st Grievant having retired on reaching mandatory retirement age is not entitled to notice pay.

73. The 2nd grievant is entitled to notice pay under clause 6 of the CBA having completed 5 years on service of 3 months notice thus Kshs. 12,000 x 3 total award of Kshs 36,000/-

Conclusion And Disposition

74. The Claimant has partially succeeded in their claim. The court enters judgment for the Claimant against the Respondent as follows:-

Award for 1st Grievant Agnes Mang'eni

a. Award of Gratuity for 13 years worked total sum of Kshs 100,009/-



- b. Award of compensation for breach of CBA by extension of interdiction period of the equivalent of 3 months salary for the total sum of Kshs 23, 079/-
Award for 2nd grievant Everlyne Imungu Ilaria
- C. Compensation for unfair termination the equivalent of 6 months gross salary @12,000 x 6 total award of Kshs 72,000/-
- d. Notice pay for 2nd grievant equivalent of 3 months gross salary to wit Kshs 12000x3 total award of Kshs 36,000/-
(above awards in a,b,c and d above payable subject to statutory deductions)
- e. Interest is awarded at court rates from date of judgment until payment in full.
- f. The Respondent to issue the claimant with the certificate of service for the 1st and 2nd grievants within 14 days of Judgment in terms of section 51 of the Employment Act.

75. No order as to costs.

76. It is so ordered.

DATED, SIGNED & DELIVERED IN OPEN COURT AT BUNGOMA THIS 22ND DAY OF SEPTEMBER, 2022.

**J. W. KELL,
JUDGE.**

In The Presence Of:-

Court Assistant : Brenda

For Claimant:- Kamuye

For Respondent: Absent

