



REPUBLIC OF KENYA

IN THE EMPLOYMENT AND LABOUR RELATIONS COURT OF KENYA

AT KERICHO

CAUSE NO. 171 OF 2016

(Before D. K. N. Marete)

KENYA PLANTATION & AGRICULTURAL WORKERS UNIONCLAIMANT

VERSUS

FINLAYS FLOWERS (K) LIMITED.....1ST RESPONDENT

JAMES FINLAYS (K) LIMITED.....2ND RESPONDENT

JUDGEMENT

This matter was originated by way of an Amended Memorandum of Claim dated 30th September, 2017. The issue in dispute is therein cited as;

“Wrongful dismissal of Nicholas Ouko and 285 other employees’

The respondents in a Memorandum of Defence and Counterclaim dated 16th November, 2017 deny the claim and pray that it be dismissed with costs.

The claimant’s case is that she and the 1st respondent have a Recognition Agreement and also have concluded an individual CBA. The 2nd respondent is a member of Kenya Tea Growers Association and has a group Recognition Agreement and has equally concluded a group CBA with the claimant.

The claimant’s further case is that the Directors and Managers of the 1st and 2nd respondent deal with the administrative aspects of the 1st and 2nd respondent’s companies respectively.

The claimant’s other case is that during negotiations to review separate Collective Bargaining Agreements covering the period 2014 – 2015 which affect both companies, parties deadlocked on a few of the clauses that included General Wages increase which led to the institution of ELRC No.1997 of 2014 between KPAWU and Kenya Tea Growers Association in Nairobi and ELRC No.2 of 2015 between KPAWU and Finlay Flowers (K) Limited in Kericho where the courts respectively awarded a 30% salary increase against the respondents. Subsequently, the 2nd respondent obtained a stay of execution in Civil Application No.NAI.159 of 2016 (UR.123/2016) at the Court of Appeal in Nairobi.

The claimant’s further case is that upon delivery of the judgement of court on 30th June, 2016, the 1st respondent by their conduct and actions demonstrated reluctance to comply and implement the court orders prompting the grievants in this cause to seek audience with her on 5th December, 2016. Further, on 6th December instant the claimant contacted the respondents in an effort to contain the situation but was locked out of her premises. A meeting under the chairmanship of KTGA was scheduled and agreed on for 7th December, 2016 but here the respondent’s declined signing a return to work formulae.

The claimant’s other case is that on 9th December, 2016 the Claimant was compelled to move the Court under ELRC No.171 of 2016 between **Kenya Plantation & Agricultural Workers Union v Finlay Flower (K) Limited & Another** whereupon the Court issued interim orders restraining the 1st and 2nd Respondents their agents, assigns, servants, and or representatives from victimizing, intimidating, coercing, terminating, suspending, dismissing, evicting, locking out, prohibiting and or barring any employee from returning to work pending hearing and determination of this application.

Her further case is that the orders of court were served on the respondents on 9th instant but never complied with the request to respond to the application and suit but instead violated, disregarded and acted in contempt of the court orders. This was the reason for the claimant’s position that the dismissal of Nicholas Ouko Owino and 285 others is against natural justice, unprocedural, unfair and a violation of section

45 (1), (2), (4) and (5) of the Employment Act, 2007 for the following reasons;

- i. The grievants were dismissed on grounds of gross misconduct without being accorded an opportunity to be heard and or challenge the allegations raised against them contrary to the rules of natural justice set out in the provisions of the Employment Act, 2007.
- ii. Prior to the dismissals nor explanation was offered neither were the grievants accorded an opportunity to have another employee or a shop floor union representative of their choice present during such explanation which is mandatory.
- iii. That the facts giving rise to the dismissal is disputed and the matters mentioned in paragraph 1 and 2 of the summary dismissal letters in particular contravention of Section 78 and 80 of the Labour Relations Act, 2007 and Section 44(4), (a), (c) and (e) of the Employment Act, 2007 Laws of Kenya, Clause 25 of the CBA are unjustified and the Respondent is held to strictly prove to the contrary.
- iv. The dismissal was an outright violation of the interim orders dated 9th December, 2016 restraining the Respondent from dismissing, terminating, suspending, evicting, locking out, prohibiting and or barring any employee from returning to work pending hearing and determination of the application and the Respondent is held to prove to the contrary.

She prays as follows;

16. The Court do find that the summary dismissal of Nicholas Ouko Owino and 285 others was unprocedural, wrongful therefore unfair both in procedure and substance.

17. The Court do issue an award and order the Respondents to immediately reinstate Nicholas Ouko Owino and 285 others into their employment and or re-engage the grievants in work comparable to that in which the grievants were employed prior to their dismissal or other suitable work without loss of benefits and privileges'

18. That in the alternative if reinstatement is not practicable

- i. Notice in lieu of pay
- ii. Days worked and not paid
- iii. Leave earned and not paid
- iv. One way travelling allowance
- v. Overtime worked and not paid
- vi. Gratuity for each completed year of service
- vii. 12 months gross monthly wages as compensation for wrongful loss of employment

The respondent's case is a denial of the claimant is entitled to the orders sought in the claim for the following reasons;

- i. The employees in flagrant disregard of CBA and applicable provisions of the law refused to perform their allocated tasks as instructed and unlawfully absented themselves from work. As such, the employees' behavior constituted gross misconduct and their summary dismissal were warranted and justified.
- ii. The Memorandum of Claim is misrepresentation of the facts and the contents thereof are misleading and calculated to deceive this Honorable Court.
- iii. The employees dismissals were carried out in accordance with the applicable provisions of the law and the Collective Bargaining Agreement (hereinafter "CBA").
- iv. This cause is brought in bad faith and the Claimant's claims in these proceedings are false and fraudulent.
- v. The Claimant is not entitled to the orders sought herein.

The respondent's further case is that the claimant's members participated in an unprotected strike from 5th December, 2016 in demand of the immediate implementation of 15%:15% wage increment in respect of the 2014/2015 CBA as per the judgements in Nairobi ELR No.1997 of 2014 and Kericho ELR No.3 of 2015.

The respondent's further case is as follows;

6. The aforementioned Judgments of the Employment and Labour Relations Court were stayed by the Court of Appeal on 7th October 2016 and 17th November 2016 in Civil Application No.Nai 159 of 2016 and Civil Application No.46 of 2016. The Court of

Appeal's stay was conditional on the Respondents paying to their employees as 15% wage increment in respect of the year's 2014/2015 pending the hearing and determination of the Appeal. The 15% increment payment had been agreed upon by the parties in return to work formulas signed on 4th and 5th July 2016.

7. The Respondents herein complied with the conditions set by the Court of Appeal and paid the 15% increment pending the hearing and determination of the Appeal in July 2016. The strike by the Claimant's members in December 2016 was therefore in contempt of the Court of Appeal's stay of execution order dated 7th October, 2016.

8. During the course of the strike, the employees barricaded roads and destroyed the Respondents property including signs, gates, leaf shelters and logs. They also issued threats to their supervisors and managers. They stoned buses that were ferrying other employees to work. The strike paralyzed the Respondents business operations.

9. The Respondents deny the contents of Paragraph 11 and state the Claimant Union abdicated on its duty to advise its members to resume work and that the strike was in contempt of the court of appeal stay orders.

10. In further response to paragraph 11 the Respondent state that instead of calling off the strike sign a return to work the Claimant put pressure on the Respondents to sing a return to work formula in which the Respondents was to pay additional increments to the Union's members contrary to the Court of Appeals orders. The Respondents had already entered into a Return to Work Formula with Union on 4th July 2016 and 5th July 2016 when the employees had gone on the first strike in June 2016 demanding the implementation of the Judgment. It is the terms of these agreements that formed the basis for the stay of execution orders granted by the Court of Appeal. The Respondents had already paid out the increments pursuant to the agreements and the court of appeal orders. It was therefore dishonest and illegal for the Union to attempt to blackmail the Respondents.

11. In response to paragraph 13 of the Amended Memorandum of Claim, the Respondents aver that the Union instituted the suit herein on 9th December 2016 and obtained ex parte orders on the same date that restrained them from terminating and/or summarily dismissing the employees. The order was served upon the Respondents on 9th December 2016 in the afternoon. The Respondent had summarily dismissed the employees on 7th and 8th December 2016. Consequently, the orders were served upon them after the employees had been dismissed. It is trite law that Employees cannot be reinstated at an interlocutory stage and the orders did not provide for reinstatement. The Respondents complied with the orders and did not dismiss any other employees who participated in the strike and allowed the employees who had not been dismissed to resume their duties at the end of the strike.

12. In response to Paragraph 15 of the Amended Memorandum of Claim, The Respondents deny that the grievants summary dismissal were unlawful, illegal and unfair as alleged for the following reasons:

i. The Company issued various notices on 5th and 6th December 2016 to the striking employees requesting them to resume their duties. The employees were also warned that their continued absence from work would be grounds for disciplinary action against them. Some of the employees failed, refused and or neglected to return to work and continued with the strike.

ii. That since the strike was illegal and also unprotected under the provisions of the Labor Relations Act the Respondents took disciplinary action against the employees who participated in it. The Respondents actions were justified, under the law and the terms of the CBA.

iii. The Respondents issued notice to show cause letters to those employees who failed to report to work on 5th and 6th December 2016. The employees in those letters were requested to give their written reasons for absconding work and/or participating in the strike. They were also requested to attend disciplinary hearings which were scheduled on 7th December and 8th December 2016. They were requested to attend the hearings with a fellow employee.

iv. Employees who absconded work during that period and did not have reasonable explanation as to why they did so were summarily dismissed from their employment.

v. The employees were also given an opportunity to appeal the dismissals. Many of the employees who failed to attend in the notice to show cause hearings took the opportunity to appear before the appeals disciplinary panel.

vi. The employees whose dismissals were upheld were paid their terminal dues. The dismissal were all finalized on 7th and 8th December 2016.

The respondent's further case is one of a counterclaim of Kshs.39,542,806.07 occurring as a result of hiring police officers to protect and safeguard their property and also lost income in respect of flowers and tea which remained unpicked between 5th and 9th December, 2016.

She prays as follows;

- a. Compensation for the Security costs incurred of Kshs.2,561,807.22
- b. Compensation for lost income of 39,542,806.07
- c. Interest on (a) and (b)

d. Costs

e. Any other order or relief the Honourable Court may deem fit to grant

The issues for determination are;

1. Whether the summary dismissal of Nicholas Ouko Owino & 285 others was unprocedural, wrongful, unfair and unlawful?
2. Whether Nicholas Ouko Owino & 285 others should be reinstated to employment without loss of benefits and privileges?
3. Whether the Claimant is entitled to the relief sought?
4. Whether the respondent is entitled to the counterclaim?

The 1st issue for determination is whether the summary dismissal of Nicholas Ouko Owino & 285 others was unprocedural, wrongful and unfair. The claimant in her written submissions dated 28th July, 2018 submits that the reason for dismissal of the grievants as illustrated in letters to the individual grievants and the respondents dated 6th December, 2016 were for gross misconduct as per clause 25 of the subsisting CBA and section 44 (a), (c) and (e) of the Employment Act, 2007. This was for knowingly participating in an unprotected strike from 5th to 6th December, 2016 and refusing to heed instructions to return to work. The other reason was desertion of work.

The claimant faults the respondent's allegations at paragraphs 12 (iii), (iv) and (v) that the issued show cause letters and requested the employees to attend disciplinary proceedings on 7th and 8th December, 2016 in the company of a fellow employee. The respondent do not offer any proof of service of the purported show cause letters and therefore cannot accuse the grievants of not attending a disciplinary hearing they were not notified of. Evidence of service of the show cause letters is critical in establishing the culpability of the grievants in the matter.

The claimant's further case is evidenced through the sworn witness statement of Daniel Ondieki, a grievant, dated 2nd June, 2018 where he testifies that he and others were not afforded an opportunity to be heard in the presence of a shop floor representative of his choice or at all served with the show cause letter. He also refutes the respondent's allegations of participating in an unprotected strike or even absence from work on 5th to 6th December, 2016.

The claimant through the witness statement of the said Daniel Ondieki and also the court record submits that there is absolutely no evidence of desertion of duty as alleged by the respondent as follows;

- i. There is no attendance register before the Court adduced by the Respondents to confirm employees present or absent at work on the 5th and 6th December, 2016 the grievants are alleged to absent from work.
- ii. There's no report from the County Labour Officer adduced by the Respondents attesting to an industrial unrest and or absence from work on the 5th and 6th December, 2016.
- iii. There's no Return to work formula affirming that the grievants were engaged in an unprotected strike and absent from work on the 5th and 6th as alleged by the Respondents.

The claimant further faults the disciplinary process adopted by the respondent in the grievants cases as follows;

- The respondent issued show cause letters dated 6th December, 2016 and requiring a response to be submitted not later than 1230 hours on the same day.
- The show cause letter also demanded the grievants attend a disciplinary meeting on 7th December, 2016, without fail.
- Summary dismissal letters dated 7th December, 2016 addressed to each individual grievant were issued and dismissed them from employment with immediate effect.

It is her submission that these letters were conveniently written on a predetermined action to summarily dismissed the grievants. The absence of acknowledgement of the private and confidential letters proofs constructive dismissal which was unfair unprocedural contrary to provisions of section 45 (2) (c) of the Employment Act, 2007.

Further, the reasons for dismissal of the grievants under section 44 (a), (c) and (e) of the Employment Act, 2007 remain and stand disapproved within the meaning of section 43 of the said act for the following reasons;

- i. There's no an iota of evidence on record that the grievants were absent from their place appointed for the performance of their work within the meaning of Section 44(4), (a) of the Employment Act, 2007 and the Respondent is strictly held to prove to the contrary.
- ii. There's nothing on record to demonstrate the grievant willfully neglected to perform any work which was their duty to perform work which it was their duty to perform and the Respondent is strictly held to prove to the contrary.
- iii. Equally there's absolutely no evidence on record on demonstrating that the grievants herein knowingly failed or refused to obey a lawful and proper command which it was within their scope to obey and the Respondent is strictly held o prove to the contrary.

The claimant further buttresses his case by relying on the authority of **Abisalom Ajusa Magomere v Kenya Nut Company Limited (2014) eKLR** where Ndolo J. observed in paragraph 16 to 18 that:-

16. The procedure for terminating employment of an employee on ground of misconduct, poor performance or physical incapacity is contained in section 41 of the Employment Act, 2007 which provides 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.

(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.

Further, section 12 of the Act, an employer with more than 50 employees in her employment is mandated to document internal disciplinary rules for use during disciplinary proceedings. The authority of **Shankar Saklani v DHL Forwarding (K) Limited (2012)eKLR** emphasizes the import of section 41 of the Act that even in cases of summary dismissal, a hearing and notification is a mandatory and necessary prerequisite.

The respondent's in opposition to the case of unprocedural and unfair dismissal seeks to rely on the authority of section 44 (4) (a), (b) and (c) of the Employment Act, 2007 as follows;

44 (4) Any of the following matters may amount to gross misconduct so as to justify the summary dismissal of an employee for lawful cause, but the enumeration of such matters or the decision of an employer to dismiss an employee summarily under subsection (3) shall not preclude an employer or an employee from respectively alleging or disputing whether the facts giving rise to the same, or whether any other matters not mentioned in this section, constitute justifiable or lawful grounds for the dismissal if:-

- a. without leave or other lawful cause, an employee absents himself from the place appointed for the performance of his work;
- b. during working hours, by becoming or being intoxicated, an employee renders himself unwilling or incapable to perform his work properly;
- 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 from its nature it was his duty, under his contract, to have performed carefully and properly;

This tallies with section 25 of the subsisting CBA which cite the same verbatim.

The respondent's grounds the grievants absents from work on a memo issued on the 5th of December, 2016 which the grievants refuse to heed. This justified the summary dismissal of the grievants.

I may not agree with the conduct of the grievants. I may also not agree with the case and submissions of the claimant of there not having been a strike on the material dates complained of by the respondent. What is in issue however is the process through which the respondents came up with summary dismissal of the grievants.

I agree with the claimant, the disciplinary process leading to these massive dismissals was unprocedural. It did not comply with section 41 of the Employment Act, 2007 which provides for the mandatory requirement in a case of termination of employment. It is not convincing and like is submitted by the claimant, there is absolutely no evidence of effective service or any service of all the processes of the disciplinary process, to wit, the show cause letter and also letters inviting the grievants to the disciplinary hearing. Again, the respondent does not demonstrate service of the letters of summary dismissal. This is an affront to law and procedure and is not sustainable. I therefore find the summary dismissal of the grievants unprocedural, wrongful, unfair and unlawful

The 2nd issue for determination is whether Nicholas Ouko Owino & 285 others should be reinstated to employment without loss of benefits and privileges. The claimant supports a case for reinstatement and submits a reliance on section 45 (5) of the Employment Act, 2007 as follows;

45 (5) In deciding whether it was just and equitable for an employer to terminate the employment of an employee, for the purposes of this section, a labour Officer, or the Industrial Court shall consider-

- a. the procedure adopted by the employer in reaching the decision to dismiss the employee, the communication of that decision to the employee and the handling of any appeal against the decision;
- b. the conduct and capability of the employee up to the date of termination;
- c. the extent to which the employer has complied with any statutory requirements connected with the termination, including the issuing of a certificate under section 51 and the procedural requirements set out in section 41;

- d. the previous practice of the employer in dealing with the type of circumstances which led to the termination; and
- e. the existence of any previous warning letters issued to the employee.

I agree with the claimant. Non compliance with these aspects of statute renders termination naked. It becomes effectless.

With the establishment of a case of unlawful termination of employment section 50 of the Employment Act, 2007, which encompasses section 49 of the Act in sustaining a case of reinstatement of the grievants. This is as follows;

50. In determining a complaint or suit under this Act involving wrongful dismissal or unfair termination of the employment of an employee, the Industrial Court shall be guided by the provisions of section 49.

It is the claimant's case that section 49 (c) of the Employment Act, 2007 provides for reinstatement where employees have not been replaced. This is the case here as there is no evidence of such replacement.

The respondents in opposition to the relief of reinstatement sought to rely on the authority of **Churchil Ongalo v Kenya Kazi Security Services Limited Cause No.741 of 2014**; where the Court held thus;

“The negative consequences of keeping an employee who the employer does not desire for operational purposes coupled with simmering acrimony between the employee and senior management... outweigh the gain of allowing the employment relationship to remain in place. In any event, the damage if any to the employee is remediable by way of general damages/compensation.”

The respondent's further in their opposition to the claim by submitting and relying on the authority of **Mohamed Yakub Athman & 29 Others v Kenya Ports Authority [2016]eKLR** where Rika, J. stated as follows;

“Unions shall discourage any breach of the peace or civil commotion by their members; and every employee has the right to approach management on grievances, but such grievances should not be communicated violently. Grievances should be handled through the existing industrial relations machinery... Trade Unions representing Employees must be involved from beginning, before resort to any industrial action. There is no place in our Constitution for outlaw strikes.”

The respondents further seek to rely on the authority of **Supreme Spring, A Division of Metindustrial Ltd vs Mewusa & Others Case Number J2067/10** where in Labour Court of South Africa held as follows with regard to the duty imposed upon Trade Unions in controlling the behavior of their members in the course of industrial action;

“The Respondent's thesis that a trade union, as a matter of principle, has a duty to curb unlawful behavior by its members indeed enjoys merit. Indeed the principle of union accountability for its actions of omissions is beginning to gain recognition.”

Again, the respondents relied on the authority of **Lamathe Hygiene Food v Wesley Patrick Simasi & 8 Others [2016]eKLR** in support of their case of dismissal for the grievants. Here, the court observed as follows;

“As observed by this Court in the case of **Maseno University v Universitis Academic Staff Union [2014]Eklr**, the court stated the following in this regard:

“As observed by this Court in the case of **Maseno University v Universities Academic Staff Union [2015]eKLR**, an employer is entitled to summarily dismiss a worker who engage in an illegal strike and in the process, absconds duty. Indeed, the provisions of **section 44** of the Employment Act as aforesaid provides for summary dismissal. For clarity, summary dismissal takes place when an employer, for valid reason as provided for under **Section 44** of the Employment Act, terminates the employment of an employee without notice or with less notice than that to which the employee is otherwise entitled by any statutory provision or contractual term.”

Liking or disliking of employers or employees is one side of the coin. The rights of the parties are another. This matter can only be fairly determined on the basis of the conduct of the parties in the entire set up. Whereas I would not entertain a case of disruption and destruction at the work place: a case of undue industrial unrest, several factors must be looked at when this arises. In the 1st instant, one scrutinizes at the circumstances and the environment in which this commotion is founded. In the instant case, there is evidence of prolonged tension arising out of disagreements *inter partes* on the Collective Bargaining Agreement. When this is resolved by orders of court, the acrimony does not end. The issue of implementation and its consequence disagreements surface and rear its ugly head. A strike ensues.

The evidence of the claimant in explanation of the events leading to the strike is more palpable. The grievants were forced into a strike due to the respondent's inaction in the implementation of the court orders awarding a 15%:15% salary increment. This is not lawful but understandable. The parties could have managed the matter differently but no opportunities were afforded by the respondents. When all is said and done, I find a case of reinstatement of Nicholas Ouko Owino and the 275 other grievants and members of the claimant union.

The 3rd issue for determination is entitled to the relief sought. She is. The claimant having won on a case of unprocedural and unlawful termination of the 286 grievants, she becomes entitled to the relief sought.

The 4th and last issued for determination is whether the respondent is entitled to the counterclaim. The claimant in opposition to the counterclaim submits as follows;

i. There's absolutely no evidence on record from the Respondents mentioning or singling out any employee and or any of the grievants herein purportedly as alleged who barricaded roads, destroyed the Respondents property including signs, gates, leaf shelters and log, threatened supervisors and managers or stoned busses ferrying workers to work and the Respondent is held to strict proof thereof.

She further relies on the authority of **Kipkebe Limited v Peterson Ondieki Tai (2016)eKLR** where the court observed thus;

‘It is trite law in evidence that he who asserts must prove his case. No evidence was adduced by the plaintiff. In such cases the burden of proof lies with whoever would want the court to find in his favour in support of what he claims.

Further, section 108 of Evidence Act, states thus;

‘The burden of proof in a suit or proceeding lies on that person who would fail if no evidence at all were given on either side’

ii. The Claimant further vehemently denies the allegations of deteriorating security situation in the tea and flower estates as alleged by the Respondent and avers that there is absolutely no intelligence report and or police report from the security administrative organs of the county and or national level demonstrating a deteriorating security situation in the tea and flower estates that would require Police to provide the Respondent with extra security and the assertions are but mere unsubstantiated allegations being made from the bar.

iii. The Claimant reiterates the contents and averments contained in paragraph 5 to 7 of its response to the counter-claim and submit that the National Police Service Act provides in Section Part V of the Act that an application for private use of police force must be made in writing in a form contained in the Fourth Schedule to the Commissioner through the gazetted officer in charge of county where the police officers are needed.

iv. Further the National Police Service Act requires that all moneys received in respect of private use of police officers shall be paid to a consolidated fund.

She therefore discounts the counterclaim and deems the payment to the police as irregular and illegal and amounting to inducement and promotion of corruption contrary to Article 244 of the Constitution of Kenya, 2010.

The respondents in her written submissions dated 18th January, 2019 reiterates the counterclaim and justifies this on the claimant's inaction in not stopping the grievants from going on strike and therefore occasioning costs in terms of security and loss of earnings. I do not agree. The claimant's case in rebuttal of the counterclaim overwhelms the said counterclaim and the rationale for it. One, no clear evidence of the counterclaim is adduced by the respondents. This is also not linked to the claimant. The claimant's case of impropriety by the respondent in irregularly making payments for police security, if at all, speaks volumes on grand mastery at the work place. I therefore find that the respondent is not entitled to the counterclaim.

At the close of the day, I allow the claim and order relief as follows;

i. That Nicholas Ouko Owino and the 285 grievants be and are hereby reinstated into employment without loss of emoluments, promotion and benefits.

ii. That Nicholas Ouko Owino and the 285 grievants resume work on 8th February, 2019 so as to afford the respondents a seven (7) day window to organize and actualize the massive reinstatement of the grievants.

iii. That the costs of the claim shall be borne by the respondents.

Delivered, dated and signed this 1st day of February, 2019.

D.K. Njagi Marete

JUDGE

Appearances

1. Mr. Khisa for the claimant union

2. Mr. Koech holding brief for Mrs. Opiyo instructed by Kaplan & Stratton Advocates for the respondents.