



REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT
AT NAIROBI

CAUSE. NO. 147 OF 2014

KENYA NATIONAL PRIVATE

SECURITY WORKERS' UNION.....CLAIMANT

VERSUS

BOB MORGAN

SECURITY SERVICES LIMITED.....RESPONDENT

JUDGMENT

Introduction

1. This is a claim for terminal benefits brought by the claimant union on behalf of the Lilian Ouma (herein after called the grievant). It is the claimant's case that the grievant was unlawfully terminated on account of redundancy and the respondent refused to pay her accrued benefits including one month salary in lieu of notice, accrued leave plus transport allowance, Gratuity for the 7 years worked, 4 public holiday worked, uniform refund, 2 days accumulated rest/off days, days worked from 21st – 30th May 20-13 and certificate of service.

2. The respondent never filed any defence despite service of summons and the claim and as such, the suit proceeded exparte by formal proof. Thereafter the claimant filed written submissions which I have carefully considered herein.

Claimant's Case

3. The grievant testified that she was employed by the respondent on 27.2.2006 as a Security Guard earning Kshs.8,000 per month which was later increased to Kshs.15,000. She worked until 30.5.2013 when she was served with a Redundancy notice but no terminal benefits were paid to her she reported the matter to the Labour Offices and the union calculated her terminal dues. The respondent failed to attend the conciliation at the Labour office and the claimant brought this suit.

4. The grievant prayed for one month salary in lieu of notice, accrued leave and transport allowance gratuity, 4 public holidays worked, uniform refund of Kshs.3,000, 2 rest days worked up to 30.5.2013 plus certificate of service as assessed by the union in Appendix 1 in the claim.

Analysis and Determination

5. There is no dispute that the claimant was employed by the respondent on 27.2.2006 as a Security Guard and worked until 30.5.2013 when she was terminated on account of redundancy. The only issue for determination here is what quantum of terminal benefits is payable to the grievant.

Quantum of benefits

6. The claimant quantified the grievants benefits vide her letter to the respondent dated 7.6.2013 and the respondent by her letter dated 10.6.2013 admitting all the items raised by the claimant's said letter save for leave allowance and salary for the days worked from 21st – 30th May 2013. The claimant's suit is

therefore allowed in terms of the admission made by the respondent's letter dated 10.6.2013 because there is nothing pleaded different from which the respondent admitted. Consequently I award the grievant the sums admitted by the respondent vide the said letter as follows:

(a) One month salary in lieu of notice..... Kshs. 9,781

(b) Accrued leave Kshs.12,746

(c) Uniform refund..... Kshs. 3,500

(d) 4 Public holidays worked Kshs. 3,739

(e) Gratuity for 7 years $\times \frac{18}{30} \times 9,781$

= Kshs.41,080 Kshs.70,846

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Conclusion and Disposition

7. In view of the foregoing, I enter judgment for the claimant on behalf of the grievant in the sum of Kshs.70,846 plus interest at Court's rate from the date of filing this suit. No orders as to costs.

Dated, Signed and Delivered in Open Court at Nairobi this 31st day of July, 2018

ONESMUS N. MAKAU

JUDGE