



REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT
AT NAIROBI
CAUSE NO. 1069 OF 2017

(Before Hon. Lady Justice Hellen S. Wasilwa on 1st September, 2017)

JOHN K. BIYCLAIMANT

VERSUS

SETH PANYAKO1ST RESPONDENT
MAURICE OPETU.....2ND RESPONDENT
ASHA ALI IDO.....3RD RESPONDENT
JOSEPH NGWASI4TH RESPONDENT
AGNES MUNDERU.....5TH RESPONDENT
KENYA NATIONAL UNION OF NURSES.....6TH RESPONDENT

AND

MINISTRY OF HEALTH.....1ST INTERESTED PARTY
THE COUNCIL OF GOVERNORS.....2ND INTERESTED PARTY

RULING

1. The Application before Court is one dated 9th June, 2016, brought under Sections 16 and 20 of the Employment and Labour Relations Court Act, Rule 12 of the Employment and Labour Relations Court Rules, Sections 78 (1) (b) (c), (e), (g), of the Labour Relations Act, Sections 41 (1) and 132 of the County Governments Act, Sections 19 and 20 of the Intergovernmental Relations Act and all other enabling provisions of the law.

2. The Applicant seeks for orders:

1. THAT this Application be certified urgent and heard ex parte in the first instance and that the same be heard immediately in view of its urgency, grounds whereof are detailed in the Certificate of Urgency filed herewith.

2. ***THAT the Honourable Court be pleased to order the 1st to 6th Respondents and/or their agents or servants to immediately call off the ongoing strike by the members of the 6th Respondent declared on 5th June, 2017 pending the hearing and determination of this Application.***
3. ***THAT the Honourable Court be pleased to order the 1st to 6th Respondents and/or their agents or servants to immediately call off the ongoing strike by the members of the 6th Respondent declared on 5th June, 2017 pending the hearing and determination of this Claim.***
4. ***THAT the Honourable Court be pleased to issue an injunction to restrain the Interested Parties from taking any disciplinary action against the members of the 6th Respondent on account of the strike declared on 5th June, 2017 pending the hearing and determination of this application.***
5. ***THAT the Honourable Court be pleased to issue an injunction to restrain the Interested Parties from taking any disciplinary action against the members of the 6th Respondent on account of the strike declared on 5th June, 2017 pending the hearing and determination of this claim.***
6. ***THAT the Honourable Court be pleased to issue an Injunction to restrain the 1st to 6th Respondents and/or their agents or servants from interfering with the smooth Running of the Health Care Services in the Country through declaration of illegal strikes pending the hearing and determination of this Application.***
7. ***THAT the Honourable Court be pleased to issue an Injunction to restrain the 1st to 6th Respondents and or their agents or servants from interfering with the smooth Running of the Health Care Services in the Country through declaration of illegal strikes pending the hearing and determination of this Claim.***
8. ***THAT the Honourable Court be pleased to issue an Injunction to restrain the 1st to 6th Respondents and/or their agents or servants from interfering with the smooth running of ongoing Nurses Collective Bargaining Agreement Negotiations between the 6th Respondent and the 1st and 2nd Interested Parties as provided for in the recognition agreement dated 14th December 2016 pending the hearing and determination of this Application.***
9. ***THAT the Honourable Court be pleased to issue an Injunction to restrain the 1st to 6th Respondents and/or their agents or servants from interfering with the smooth running of ongoing Nurses Collective Bargaining Agreement Negotiations between the 6th Respondent and the 1st and 2nd Interested Parties as provided for in the recognition agreement dated 14th December 2016 pending the hearing and determination of this claim.***
10. ***THAT the Honourable Court be pleased to issue an injunction to restrain the 1st to 6th Respondents and/or their agents or servants from victimizing and or inciting the members of the 6th Respondent against the Claimant through the media including social media on account of this cause pending the hearing and determination of this Application.***
11. ***THAT the Honourable Court be pleased to issue an injunction to restrain the 1st to 6th Respondents and/or their agents or servants from inciting the members of the 5th Respondent against the Claimant through the media including social media on account of this cause pending the hearing and determination of this cause.***
12. ***THAT the Honourable Court be pleased to issue an order that the Claimant be reinstated into the Negotiating Team of the CBA between the 6th Respondent and 1st and 2nd Interested***

Parties pending the hearing and determination of this Application.

13. THAT the Honourable Court be pleased to issue an order that the Claimant be reinstated into the Negotiating Team of the CBA between the 6th Respondent and 1st and 2nd Interested Parties pending the hearing and determination of this claim.

14. THAT the Honourable Court be pleased to issue an injunction to restrain the Respondents and or their agents and or servants from blocking and or preventing the Claimant from accessing the 6th Respondent Offices and or participating in all Union activities pending the hearing and determination of this application.

15. THAT the Honourable Court be pleased to issue an injunction to restrain the Respondents and or their agents and or servants from blocking and or preventing the Claimant from accessing the 6th Respondent offices and or participating in all Union activities pending the hearing and determination of this claim.

16. THAT pending the hearing and determination of this application the Honourable Court be pleased to order that the Union Account numbers 2027765079 held at Barclays Bank Queensway Branch Nairobi and account number 011203099515200 held at Co-operative Bank Agha Khan walk Nairobi be frozen pending the hearing and determination of this Application.

17. THAT pending the hearing and determination of this Claim the Honourable Court be pleased to order that the Union Account numbers 2027765079 held at Barclays Bank Queensway Branch Nairobi and account number 011203099515200 held at Co-operative Bank Agha Khan walk Nairobi be frozen pending the hearing and determination of this Claim.

18. THAT cost of this Application be borne by the Respondents.

3. The Application is premised on the grounds that:

a. The Claimant is the National Chairman, whereas the 1st to 5th Respondents are the General Secretary, Deputy General Secretary, Assistant General Secretary, Deputy National Chairman and National Treasurer respectively of the 6th Respondent.

b. The 6th Respondent is a Union Governed by the National Executive Council comprising of the Claimant as the National Chairman, the 1st to 5th Respondents among other National officials including the Union Trustees.

c. Chapter VII of the Union Constitution requires/stipulates the National Executive Council shall be responsible for the management of the affairs of the union and exercise control over the individual officers of the union. In other words, the said Constitution does not in any way whatsoever grant any of the officials any unfettered powers and the same requires consultation with the National Executive Council and the National Governing Council.

d. Chapter XX of the union constitution requires the National Governing Council resolution to call upon all members of the union to withdraw their labour in a trade dispute.

e. On 5th December, 2016 the 5th Respondent went on strike seeking for harmonization of Collective Bargaining Agreement.

f. The strike of 5th December 2016 lasted for six days and on 11th December, 2016 the Negotiated return to work agreement was duly signed by the Claimant in his capacity as the National Chairman of the 6th Respondent and the 2nd Respondent in his capacity as the Deputy General Secretary in the absence of the 1st Respondent who could not be traced.

- g. Immediately after the signing ceremony, the 1st Respondent resurfaced and denounced the return to work agreement signed on 11th December, 2016 allegedly on the grounds that the people who signed were not authorized and directed that the strike continues.*
- h. On 14th December, 2016 the 1st Respondent and the Claimant signed the same return to Work negotiated agreement on behalf of the 6th Respondent with the Interested Parties without any alteration and officially the members of the Union were asked to go back to work which they did, despite the fact that the 1st Respondent had denounced the same.*
- i. The Return to Work Agreement provided for payment of Nursing Service Allowance of between Kshs. 15,000/= and Kshs 20,000/= payable as from January, 2017, signing of Recognition Agreement on 14th December, 2016 between the various County Governments representatives and the 5th Respondent and a framework for Collective Bargaining Agreement negotiations to be conducted between 1st January, 2017 and not later than 2nd March, 2017.*
- j. The Recognition Agreement as provided for in the return to work agreement was duly signed by both parties on 14th December, 2016*
- k. The negotiated Return to Work Agreement which was duly signed by the parties on 14th December, 2016 provided for a Collective Bargaining Agreement framework which was agreed upon to commence on 1st January, 2017 and not later than 2nd March, 2017.*
- l. The negotiation process started in Ernest, though late, and was still on going before the current unprotected/illegal strike was called arbitrarily by the 1st Respondent without a Resolution of the National Executive Council as required by Chapter VII of the Union Constitution.*
- m. Although the negotiation process had commenced, the 1st Respondent arbitrarily removed the Claimant without notice from the Negotiating team even as he is a key member of the National Executive Council as well as National Governing Council by virtue of his position as the National Chairman of the 6th Respondent.*
- n. On 31st May, 2017 the 2nd Interested Party wrote to the Salaries and Remuneration Commission seeking for a “NO OBJECTION LETTER” to enable the parties to conclude the process of signing and registering the CBA in Court for it to be implemented.*
- o. On 5th June, 2017 the 1st Respondent without any consultation or committee resolution or the claimant’s knowledge as the National Chairman declared a strike of members of the 6th Respondent Union on the grounds of failure of the Interested parties to sign a proposed draft Collective Bargaining Agreement without issuing a mandatory strike Notice to the interested parties and left the Country for International Labour Organization meeting in Geneva Switzerland after illegally purporting to appoint Asha Ali Ido to act as the General Secretary of 6th Respondent.*
- p. As the unprotected/illegal strike was ongoing, the Salaries and Remuneration Commission publically pronounced on 5th June, 2017 its resolution declining to give a “NO OBJECTION LETTER” as the proposed draft was economically unsustainable.*
- q. The strike declared by the 1st Respondent is illegal and the Claimant has rejected it by going public through a media briefing dated 6th June, 2017 because it has a very serious implications on citizens of this Country who have been left with no medical attention thereby causing total paralysis in the Health Sector which is an essential sector in the society as well as exposing the members of the 5th Respondent to disciplinary actions by the interested parties.*

r. Prior to his removal from the Negotiating team, the Claimant had already obtained a Court Order in Cause No. 12 of 2017 against the 1st to 6th Respondents maintaining the status quo meaning that he continues being the Chairman of the 6th Respondent until he lawfully exits from office which order is still in force

s. The Claimant's removal from the negotiating team is subject to contempt proceedings in Cause number 12 of 2017.

t. On 12th April, 2017 the Claimant protested his exclusion from the negotiating team of the CBA by writing a letter to the Chairman Council of Governors.

u. The 1st Respondent replied to the Claimant vide his letter dated 19th April, 2017 where he categorically stated that the Claimant was supposed to work at his mercy and that the Union had already commenced the process to remove the Claimant describing him as a former Chairman of the Union from Office in contempt of the Court Order.

v. The 1st Respondent has been and continues misusing and misappropriating union funds and assets which he is using in his campaigns as a Kakamega County Senatorial candidate

w. The ongoing strike declared by the Respondents on 5th June, 2017 is illegal, unlawful, unconstitutional null and void.

x. As a result of the said strike, the members of the public and the citizens have suffered and continue suffering lack of provisions for health services which essential services are touching on the lives of people.

y. The strike also risks unnecessarily exposing the members of the 6th Respondent into eminent adverse disciplinary action including dismissal for absconding from duties.

z. Unless the orders sought are granted the claimant and the members of the 6th respondent are likely to suffer substantially.

aa. The Claimant has a prima facie case and the balance of convenience is in his favour.

4. The application is also supported by the Claimant's affidavit sworn on 9th June, 2017, wherein he reiterates the grounds on the face of the Application.

5. The 2nd to 5th Respondent also filed a Replying Affidavit wherein they state that the Claimant is no longer the Chairman of the 6th Respondent and there is already a case in this Honourable Court Cause No. 12 of 2017 in which the Claimant is challenging his removal.

6. They deny that the Return to work formula was signed by unauthorized people as it was never signed at all as it did not adequately represent the grievances of the members of the 6th Respondent.

7. They state that the instant Application is an attempt by the Claimant to settle scores with the 1st Respondent to the detriment of the members of the 6th Respondent.

8. It is the contention of the 2nd to 5th Respondents that the officials of the 6th Respondent and the 1st and 2nd Interested Parties held negotiations pursuant to the Consent Order recorded on 14.12.2016 in Cause No. 2450 "B" of 2016 and on 29.3.2017, they finalized with the CBA Agreement.

9. That it is not true that negotiations were still ongoing as the parties had already reached an agreement and the only thing they were waiting for was a letter of no objection from SRC or in the alternative give guidance on what needed to be done before signing of the CBA.

10. That the strike is legal as it is a continuation of the strike that was suspended on the 14.12.2016 after recording a consent in Cause No. 2450”B” of 2016 and the members of the 6th Respondent do not need consent from the Claimant to participate in the strike.

11. They further contend that the Claimant has no *locus standi* to file this cause until cause no. 12 of 2017, is heard and determined.

12. The Respondents also deny that there is misappropriation of funds of the 6th Respondent and in any event it would be in the 6th Respondent’s best interest if one of its own would become a member of the Senate.

13. The Respondents also aver that the strike is lawful and as such the members of the 6th Respondent cannot be victimized for participation in a strike to champion their rights. They pray for the Application to be dismissed with costs.

14. The 6th Respondent opposed the Application by filing grounds of opposition wherein they raised the grounds:

1. The Notice of Motion has no merits and the grounds set out therein do not meet the threshold for the grant of prayers sought.

2. That the Claimant’s prayer to call of the strike was the same prayer in Cause 2450 “B” of 2016 in which parties filed a consent to suspend the strike that was resumed on the 5th of June, 2017, by members of the 6th Respondent.

3. That the Claimant is seeking orders that “the Union account number 2027765079 held at Barclays Bank Queensway Branch Nairobi and account number 011203099515200 held at Cooperative Bank Agakhan Walk Nairobi be frozen”, which prayers have already been sought in Cause No. 1447 of 2014 consolidated with cause No. 1454 of 2014, which suit has been dismissed via the Judgment delivered on 15th July, 2016.

4. That the issue of Union account number 2027765079 held at Barclays Bank Queensway Branch Nairobi and account number 011203099515200 held at Cooperative Bank Agakhan Walk Nairobi be frozen has also been raised in Petition No 142 of 2016 which is ongoing before Lady Justice Ndolo and it is coming up for highlighting of submissions on 18th July, 2017.

5. That the Claimant filed a similar matter (Cause No. 12 of 2017) which is ongoing before the able Hon. Lady Justice Monica Mbaru. The issues raised in the Claimants Application, in Cause No. 12 of 2017 and 2nd February, 2017, are the same issues raised in current application and the same are yet to be determined. The Court cannot proceed with the trial of issues which are directly and substantially an issue in other proceedings.

6. That the Prayers sought by the Claimant are a clear indication that the Clamant has colluded with the 2nd Interested Party to file this Application and suit.

7. That the Claimant’s Application is frivolous, vexatious and an abuse of the process and integrity of this Court.

15. The 1st interested Party has also opposed the Application by filing a Replying affidavit sworn by one Julius Korir wherein he states that the 1st to 5th Respondents in their capacity as the National Officials of the 6th Respondent called for a nationwide strike without issuing a statutory strike notice and a resolution of the National Executive Council as well as National Governing Council of the 6th Respondent’s Union as required by the Union Constitution and Labour laws.

16. That as a result of the Industrial action called by the 1st to 5th Respondent's Health care services have been crippled exposing the public to undue suffering and thus infringing on their right to life and right to health care services.

17. They also aver that the said industrial action is premature since negotiation of the CBA is still ongoing and any action jeopardizing conclusion of the same must be discouraged at the earliest opportunity. They state that it is premature because the parties sought advise of SRC on the parameters of negotiation which advise came by letter dated 9th June, 2017. They pray that the Claimant's application be allowed especially in terms of calling off the strike so as to safeguard public interest.

18. The 2nd Interested Party has also sworn a replying affidavit wherein they state that the Union signed a Return to Work Formula which contained a Recognition Agreement with the various County Governments in December 2016, to end the nurses' strike that had ensued.

19. They also state that the 2nd interested party coordinates the activities of the 47 counties to ensure a harmonized approach to devolved functions but does not employ nurses and therefore has no capacity to take any administrative action against members of the 6th Respondent participating in a strike. Further that the 2nd Interested Party is not aware of any labour relations procedures, including filing a notice followed by officials of the 6th Respondent in declaring the strike neither are they aware of any trade dispute filed by the Union with the Cabinet Secretary, Labour.

20. That the 1st Respondent was invited for a consultative meeting at the 2nd interested party's offices to which he declined stating that they would only attend a meeting convened to sign the CBA. As a result of failed negotiations the 2nd interested party wrote to the Cabinet Secretary East African Community Labour and Social Protection requesting for initiation of conciliation process to which they are awaiting directions from the Cabinet Secretary on the way forward.

21. It was submitted on behalf of the Applicants that the Respondents never issued any strike notice thus the strike is illegal and unsupported in law. Further that the National Executive Council never sat and passed a resolution to go on strike which fact is evidenced by the fact that the Chairman of the Union was not even aware that a strike was being called.

22. The Applicants also contend that the Respondents had called for a strike in November 2016 which was called off in favour of negotiations. On 14.11.2016, a recognition agreement was signed between the Union and the County Governments and the parties were awaiting signing of the Collective Bargaining Agreement (CBA). The Applicants submit that a CBA cannot be signed without the input of Salaries and Remuneration Commission and as a result the CBA was sent to SRC for approval but the Respondents rushed to call for a strike prematurely.

23. Further that in the Recognition Agreement there was a provision that no industrial action could be taken as the parties continue with negotiations.

24. The Claimant also raised an issue as to whether he was excluded in the signing of the CBA to which he answers that he was. He states that the Counties are individual employers for the nurses and each County is supposed to sign the CBA on its own behalf and not the National Government as the Respondents seem to be doing.

25. The Claimant also seeks for the 1st Respondent to be refrained from applying union funds and property for his own personal use which in this case is campaigning for Senator.

26. The Applicant prays for the application to be allowed and the Respondents to be ordered to call off the strike.

27. The Respondents submit that the strike is legal as a strike notice was issued vide a letter to the 1st and

2nd Interested Parties dated 23.5.2017. They claim that the application is not founded on evidence and that the Applicant is infamous for his litigiousness and he has had several matters against the Respondents in Court which are still pending or otherwise been dismissed. They pray for the instant application to be equally dismissed for want of merit.

28. The 1st Interested Party on their part submit that the Council of Governors and the County Public Service Boards were in the process of concluding a CBA but Respondents called for industrial action which jeopardized conclusion of the same. They further submit that the Respondent actions are infringing on the right to life and provision of health services. It is the 1st Interested Party's submission that the strike is illegal by virtue of Section 78(1) (f) which excludes parties engaged in essential services from going on strike.

29. The 2nd Interested Party submits that the strike is a violation of the recognition agreement signed by the 1st and 2nd Respondents wherein it was agreed that the nurses go back to work pending negotiation of the CBA within 2 months.

30. That the Council of Governors wrote to 1st Respondent severally to attend negotiation team to discuss recommendations by the SRC but the Respondents called for a strike before the negotiations could be complete. They pray for the Application to be disallowed.

31. I have considered the submissions and averments of all parties through the Notice of Motion and various affidavits filed herein. The issues for determination are as follows:-

1. What is the status of the Claimant herein in relation to the 6th Respondent?

2. If Claimant is still Chairman of the 6th Respondent, whether he was included in the process of calling for a strike by the 6th Respondent as envisaged by law.

3. Whether the 6th Respondent followed due process in calling for the strike of 5th June 2017.

32. On the 1st issue, it is apparent that the Claimant is the Chairman of the 6th Respondent though being referred to as "former Chairman". In Cause No. 12/2017, the Claimant filed an application to determine his position in the Union which was being challenged by the 1st to 5th Respondents.

33. In her ruling of 6/4/2017 Justice Mbaru stated as follows:

"On the above submissions, I have obtained the returns with regard to the 3rd Respondent and find that the Claimant, JOHN BIIY is the National Chairman of the 3rd Respondent Union. Such position is regulated under the union constitution and I take it that due process for election to such office was adhered to for the 2nd Respondent to take such note and confirm. Unless the position has since changed from the filing of this claim, the Claimant should continue to be accorded his position, the benefits and facilities of his position as the National Chairman of the 3rd Respondent. Unless there are orders preceding this ruling that change the Claimant's position, he is entitled to his monthly allowance and due benefits for holding his current position with the 3rd Respondent".

34. Thus the position of the Claimant as National Chairman of 6th Respondent was determined and I hold that he is still the Chairman of 6th Respondent and should remain such Chairman unless other processes of his removal have been initiated changing this position. As at the time of filing this claim, the Claimant was a bona fide National Chairman of 6th Respondent and I hold it as such.

35. On the 2nd issue, the Claimant has submitted that he was not part of the Executive Committee that called for this strike and as such the issuance of strike notice was illegal. It is apparent that indeed the

decision if any made to call the strike on 5th June 2017, the Claimant was not part of the same.

36. Chapter 5(3) of the 6th Respondent's Constitution provide as follows

“The National Governing Council shall be composed of:

- i. National Chairperson***
- ii. Deputy National Chairperson***
- iii. Assistant National Chairperson***
- iv. Secretary General***
- v. Deputy Secretary General***
- vi. Assistant Secretary General***
- vii. National Treasury***
- viii. Deputy National Treasury***
- ix. Chief National Trustee***
- x. Deputy National Trustee***
- xi. Assistant National Trustee***
- xii. Branch Secretaries, Branch Chairpersons and Branch Treasurers***
- xiii. National Organizing/Recruitment Secretary***
- xiv. Deputy National Organizing Secretary***

37. Section 5 (4) & (6) provide as follows:

4) ..“The National Governing Council may conduct any business, including laying down the policy of the Union giving directions regarding the organization of the Union. Matters for discussion at the National Governing Council shall be sent to the Secretary General not later than four weeks before the date of the national meeting.

6) The quorum for the National Governing Council shall be two thirds (2/3) of the members entitled to attend and vote”.

38. It is not clear whether the National Governing Council and National Executive Committee of the 6th Respondent sat to decide on whether to call a strike or not. However if that was done the Claimant was not part of it and this renders any such decision illegal.

39. Section 76 of Labour Relations Act also state as follows:

“Protected strikes and lock-outs

A person may participate in a strike or lock-out if:-

- a) the trade dispute that forms the subject of the strike or lock-out concerns terms and conditions***

of employment or the recognition of a trade union;

b) the trade dispute is unresolved after conciliation:-

(i) under this Act; or

(ii) as specified in a registered collective agreement that provides for the private conciliation of disputes; and

c) seven days written notice of the strike or lock-out has been given to the other parties and to the Minister by the authorised representative of:-

(i) the trade union, in the case of a strike;

(ii) the employer, group of employers of employers' organisation, in the case of a lock-out”.

40. Subsection (c) above indicates that a strike can only be called if a 7 day notice has been given. It is apparent that no such notice was given to the Minister for Labour. The Respondent had indicated that there was no need to give such notice as it was a continuation of a previous notice given prior to the strike of 14th November 2016. This in my view is not true because the strike of 14th November 2016 was called off by consent in case No.2450 'B'/2016.

41. The consent read as follows:-

“By consent this matter is marked as settled in the following terms:-

1. The Industrial action, strike and/or withdrawal of labour called by the Respondent by a letter dated 14th November, 2016 be and is hereby suspended today, the 14th day of December 2016.

2. County Governments and the Kenya National Union of Nurses shall immediately sign a Recognition Agreement today the 14th day of December 2016 to lay basis for engagement of the parties on the labour relations.

3. The County Governments shall not discipline any nurse or union official on the account of participation on the said Industrial action, strike and/or withdrawal of labour.

4. All Court proceedings against the Kenya National Union of Nurses on account of the Industrial action, strike and/or withdrawal; of labour called by a letter dated 12th November 2016 be and is hereby marked as withdrawn.

5. The County Governments (under the facilitation of the Council of County Governors) and the Kenya National Union of Nurses shall form a joint team of given representatives each to develop a Collective Bargaining Agreement on the terms of Employment and conditions of service for nurses.

6. Any party is at liberty to apply.

Dated at Nairobi this 19th day of December 2016.

Signed:- Lumallas Achieng & Kavere Advocates for the Council of County Governors (Claimant)

Signed:- Eshiwani Ashubwe & Company Advocates for the Kenya National Union of Nurses (Respondent) “.

42. There is no indication that the suspended strike was to resume if certain conditions were not complied with and this is why the consent says that “the matter is settled

43. The notice of that period could therefore not have been relied upon to continue a strike in June 2017.

44. It is therefore my finding that the strike of 5th June 2017 is an illegal strike and I declare it so.

45. On issues of prayer No. 16 & 17 sought in this Petition therein, I find this is an issue which is subjudice before Hon. Justice Mbaru in Case No. 12/2017 and as such I will not delve into it.

46. The upshot is that I grant the following orders:

1. THAT the Honourable Court be pleased to order the 1st to 6th Respondents and/or their agents or servants to immediately call off the ongoing strike by the members of the 6th Respondent declared on 5th June, 2017 pending the hearing and determination of this Claim.

2. THAT the Honourable Court be pleased to issue an Injunction to Restrain the 1st to 6th Respondents and/ or their agents or servants from interfering with the smooth Running of the Health Care Services in the Country through declaration of illegal strikes pending the hearing and determination of this Claim.

3. THAT the Honourable Court be pleased to issue an order that the Claimant be reinstated into the Negotiating Team of the CBA between the 6th Respondent and 1st and 2nd Interested Parties pending the hearing and determination of this claim.

47. These orders take effect immediately and in any case not later than 7 days with effect from the date of this ruling.

48. Costs in the cause.

Read in open Court this **1st day of September, 2017.**

HON. LADY JUSTICE HELLEN WASILWA

JUDGE

In the presence of:

Wairegi holding brief for Miss Ngania for 2nd to 5th Respondents – Present

Kioko for 1st Interested Party – Present

Mageto for Claimant – Present

Eshiwani holding brief Ashubwe for 6th Respondent – Present

Eshiwani holding brief Ashubwe for 2nd Interested Party – Present