



**REPUBLIC OF KENYA**  
**IN THE INDUSTRIAL COURT AT MOMBASA**  
**CAUSE NUMBER 609 OF 2014**

**BETWEEN**

**KENYA PLANTATION AND AGRICULTURAL WORKERS UNION.....CLAIMANT**

**VERSUS**

**KENYA AGRICULTURAL & LIVESTOCK RESEARCH ORGANIZATION.....RESPONDENT**

*Rika J*

*Court Assistant: Benjamin Kombe*

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*Ms. Dalphine Muunde, Branch Secretary Mombasa, for the Claimant*

*Ms. Okata Advocate instructed by V.N.Okata & Company Advocates for the Respondent*

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**ISSUE IN DISPUTE: UNFAIR AND UNLAWFUL TERMINATION**

**AWARD**

**[Rule 27 [1] [a] of the Industrial Court [Procedure] Rules 2010]**

1. The Claimant filed its Statement of Claim on the 3<sup>rd</sup> December 2014. The Claim is made on behalf of the Claimant's Member, and a former Employee of the Respondent, Mr. Francis Mbingo Mutua [Grievant]. The Claimant states the Grievant was employed by the Respondent as a Plumber in the year 2000. He was deployed to work at the Respondent's Mtwapa Station. He earned Kshs. 180 per day, payable at the end of the month. In September 2013, he was assigned the additional role of unblocking the sewerage system. He was to earn an extra Kshs. 70 daily for the sewerage duty. The Grievant was asked by the Assistant Farm Manager, on the 1<sup>st</sup> October 2013, to take a break. He would be recalled. The Respondent did not recall the Grievant. His last salary was Kshs. 415 per day, payable monthly. The Claimant states the Respondent's action amounted to unfair and unlawful termination, and seeks the following orders against the Respondent:-

- a. Unconditional reinstatement of the Grievant, without loss of benefits.
- b. Payment of the Grievant's salary from the date of termination to the date of reinstatement.

c. Alternatively, the Respondent to pay to the Grievant Kshs. 8,000 for service rendered but unpaid for; 1 month salary in lieu of notice; annual leave pay for the period worked; gratuity/ service pay; all rest days and public holidays worked; 12 months' salary in compensation for unfair termination; costs; interest; and any other relief the Court deems fit to grant.

2. The Respondent filed its Statement of Response on the 30<sup>th</sup> January 2015. It concedes to have employed the Grievant on 11<sup>th</sup> January 2003 at a daily rate of Kshs. 180. This rose to Kshs. 415 daily rate, which was paid at the end of the month. He worked as a Piping and Water Technician. He left employment on 1<sup>st</sup> September 2013. He worked on casual terms. His duties were: to switch the water pump at the well, at 6.00 a.m.; inspect all the water points between 6.00 a.m. and 9.00 a.m. ensuring all had water supply and return to switch off the water pump at around 5.00 p.m. He worked for 5 hours in a day. He agreed with the Farm Manager in August 2013, that the Grievant would be unblocking sewerage system, at a pay of Kshs. 70 per day. Added to his regular rate of Kshs. 415, the Grievant was to earn Kshs, 485 per day. The Grievant however changed his mind, and while the Farm Manager was on leave, told the Assistant Manager he would not unblock the sewerage system. This was around end of September 2013. The Assistant Manager was compelled to hire another Employee to carry out the task. The Grievant never went back to work. He left of his own volition. The Respondent prays for dismissal of the Claim with costs to the Respondent.

3. The Grievant testified on 2<sup>nd</sup> June 2015. The Respondent testified through Farm Manager William Stevenson Mwinga; Assistant Farm Manager William Mwandaza Lugwe; and Administrative Officer Hamida Atilala Suleiman, on the 9<sup>th</sup> October 2015 and 8<sup>th</sup> December 2015. The dispute was last mentioned in Court on the 17<sup>th</sup> February 2016, when Parties confirmed the filing of their Closing Submissions and the decision of the Court set for delivery on the 31<sup>st</sup> May 2015.

#### Claimant's Case

4. The Grievant stated he was employed by the Respondent in May 2000. He was not issued a written contract of employment. He was a Plumber. He would repair broken pipes and equipment; pump water to the irrigation areas; and unblock the sewerage system.

5. He was to be paid Kshs. 8,000 monthly for unblocking the sewerage. This was over and above his regular pay of Kshs 415 per day. This was discussed between the Grievant and the Farm Manager. He was offered Kshs. 70 daily for the sewerage work. There was no agreement. Termination followed in October 2013. He was asked to cease working for 1 month by the Farm Manager. He was not invited back at the end of the month. He went back on his own, and found another Employee had been recruited to perform his role. He was told there was no work for him. He did not go on annual leave. He never agreed to the offer of Kshs. 70 daily for the additional work.

6. On cross –examination the Grievant testified he is a Member of the Union. He was employed in the year 2000, not 2003. It was his first appointment. He trained on the job. He reported to the Farm Manager. His day started at 6.00 a.m. He worked continuously for 24 hours. He never took a break, or went on leave.

7. He signed the muster roll. In February 2013, he was shown not to have worked for 7 days. There were days someone else signed the muster roll on his behalf. March 2013 shows the Grievant did not work for 4 days. April 2013 shows a total of 23 days not worked. This was not the correct position; the Grievant worked throughout, even when ill.

8. He signed casual engagement contracts. These could be terminated without notice. He was subscribed to the National Social Security Fund, and would not be eligible for service pay. He discussed sewerage duty with the Farm Manager. He did not have anything to show he was to be paid extra money for this work, outside his regular pay. The Farm Manager proposed an additional sum of Kshs. 70 per day, bringing the total daily rate to Kshs. 485. The task was a very difficult one. The Grievant did this work in September 2013. The Grievant was asked to stop working because he had served for too long. The Farm

Manager confirmed termination by word of mouth. The Grievant resided at the Respondent's staff houses. He left of his own volition; he was not evicted. He restated on redirection that he worked for 24 hours a day. He could be called by the Employer at any hour, to perform his role. He would be asked to send someone to sign for him the muster roll. He was not on casual terms. He worked continuously and was paid monthly. He was not paid for work on the sewerage in September 2013. He left the residential premises voluntarily because there was no more work for him to perform. His relationship with the Employer had been cordial.

9. The Claimant submits its Member was dismissed by the Respondent. He did not desert. If he deserted, the Respondent still had the obligation to look for the Grievant, charge the Grievant and formally bring the relationship to an end. The Claimant relies on the Court's decision in ***Juma Mwachidudu Mwazarakwe v. Rea Vipingo [2015] e-KLR*** and ***Nairobi Industrial Court Cause Number 958 of 2010 between Kenya Plantation and Agricultural Workers Union v. Rea Vipingo***. Section 43 of the Employment Act requires the Employer to prove the reason for termination. The Respondent did not do this. Dismissal was unfair and unlawful. The Grievant was not heard as required under Section 41 and 45 of the Employment Act. The Grievant worked continuously, and was not in casual employment. He would not be deemed in casual employment under Section 37 of the Employment Act 2007. He merits his prayers.

#### Respondent's Case.

10. Manager Mwinga stated the Grievant was employed by the Respondent around 2003. He was employed on casual terms. He maintained water services. He did not work throughout. He had periodic contracts of 3 months. He rested every day, on completion of his schedule. He was not compelled to unblock the sewerage system in August 2013. The role was discussed and agreed to between the Manager and the Grievant. The Grievant was to receive an allowance of Kshs. 70 per day. Unblocking was not done daily. The Manager went on annual leave in September 2013. He returned in October 2013, to find the Grievant had stopped working. He left voluntarily, stating he could not undertake the sewerage work. If he had declined the task, another Employee could have been engaged. Questioned by the Claimant's Representative, the Manager informed the Court the Respondent's Farm is about 600 acres. It is a Research Centre. There is a borehole. The Grievant would switch on the water pump, and then inspect livestock. Before the agreement between the Manager and the Grievant, sewerage was unblocked through contracted labour. Mwinga joined Management in 2012. He never saw the Grievant unblock the sewerage system. The Grievant used to hang around the Farm after he had finished with his routine. He lived within. He was granted 3 months' contracts. It was stated engagement was daily, but for 3 months, and confirmation was not guaranteed. The contracts further stated there would be no annual leave and no gratuity for the Grievant. These were denied to the Grievant because of the casual nature of his employment. The Manager did not recall when N.S.S.F deductions started to be made. The Manager was told the Grievant left while the Manager was on leave. The Farm Manager stated in his Witness Statement that the Grievant had signed a contract committing himself to perform the sewerage role. If there was an opening, the Respondent would consider re-employing the Grievant. The Grievant's role was an activity carried out continuously, including on public holidays. Water is required continuously. The Farm Manager concluded his evidence on redirection, with the evidence that the Grievant left of his own volition. He has not returned, and should have consulted the Respondent if there was a problem. The Conciliator advised service pay was not payable, because the Grievant was a member of the N.S.S.F. He agreed to unblock the sewerage system. The contracts were in general terms.

11. Assistant Farm Manager confirmed the Grievant dealt with water services. The Grievant was on casual terms, working continuously at most, for 3 months. He earned Kshs. 415 per day, later raised to Kshs. 485 per day.

12. At the end of September 2013, the Grievant informed the Assistant Manager the Grievant had discussed and agreed with the Manager, that the Grievant would take the additional duty of unblocking the sewerage system. The Grievant told the Assistant Manager Lugwe, that the Grievant would not continue unblocking the sewerage system. The Manager Mwinga was at this time on leave. The Grievant worked up to the end of September 2013. From October of that year, the Assistant Manager ceased to see

the Grievant at the workplace. The Respondent did not terminate the Grievant's contract of employment; if this was the case, a letter of termination would have ensued. Lugwe testified he did not know what were the terms agreed between the Manager and the Grievant, with regard to the additional role of unblocking the sewerage.

13. Cross-examined, Lugwe stated he was employed by KARI [predecessor to KARLO], in 1993. He worked with the Grievant for long. The Grievant resided nearby. Lugwe did not know exactly where nearby was. He did not know where the Grievant went at the end of his 3 months' contracts. The Witness did not know if the Grievant had any skills in unblocking sewerage systems. It is true the Grievant agreed with the Manager on the additional role, at an additional rate of Kshs. 70 per day. The muster roll however indicates the Grievant continued to earn Kshs. 415 per day. The Grievant told Lugwe he could not continue to do this work. Lugwe acted in the place of the Manager, when the Manager was on leave. He did not write a letter of termination of employment. The Grievant did not tell Lugwe he was quitting. The Assistant Manager did not know the Grievant lived within the Staff Houses. Watering the plantations was a daily activity. An Employee merits terminal benefits at the end of service. Lugwe was not able to say how much the Grievant was entitled to. Redirected, the Witness stated the Grievant was absent for 6 days in September 2013. He was paid the full salary for the entire month. He did not inform Lugwe he was quitting, and the letter of termination could therefore not issue.

14. Hamida confirmed the Grievant was Respondent's Plumber. She was contacted by the Claimant Union, with the demand that the Grievant is reinstated. There was a consultative meeting between the Claimant and the Respondent. There was no agreement. The Grievant is not entitled to gratuity. He was not sacked by the Respondent. He did not work in continuity. The Respondent is not aware of services rendered to it by the Grievant, over which he claims to be owed Kshs. 8,000. He left without notice to the Respondent. He did not work on public holidays. There was no termination made by the Respondent.

15. Hamida testified on cross-examination that she visited the Claimant's Offices for consultation. There was no agreement. There were 3 conciliation meetings. The Respondent demanded the Grievant produces his letter of appointment. He failed to do so. He was on casual engagement, as shown in the contracts signed from 2005. Casual Employees are engaged by the Respondent as the need arises. The Grievant's role was carried out in continuity. He was not subscribed to the N.S.S.F initially. Hamid did not know when he became subscribed. In the Statement of Response, the Respondent states it employed the Grievant in January 2003. It is stated the Grievant did not work January to May 2010; January – October 2011; May, and August 2012. The muster rolls for these years were not availed to the Court. The Respondent did not deliberately leave them out. The Grievant lived in the staff houses. When the Respondent learnt the Grievant had deserted, it engaged another Employee. The Respondent would have considered paying the Grievant his terminal dues, if he had issued notice of termination to the Respondent. Hamida concluded her evidence with the clarification that the Respondent was not aware how the Grievant left employment: he was not dismissed; his contract was not terminated; and he did not retire.

16. The Respondent submits that Ms. Daulphine Muunde was not competent to swear the Verifying Affidavit, and the Grievant did not show his Trade Union Membership Card, to prove he was a Member of the Claimant Union. The Grievant was engaged as a Casual Employee on 11<sup>th</sup> January 2003. He worked from 6.00 a.m. to 9.00 a.m. and from 4.00 p.m. to 5.00 p.m. He agreed with the Farm Manager to unblock the sewerage system, for an additional wage of Kshs. 70 per day. He signed the contract on this on the 1<sup>st</sup> September 2013. He changed his mind, told Lugwe about this at the end of September 2013, and thereafter left employment voluntarily. He did not leave at the prompting of the Respondent. The Respondent relies on ***Industrial Court at Nairobi Cause Number 1050 of 2012 between Pius Machafu Isindu v. Lavington Security Guards Limited*** where the Employee was found to have absconded and not therefore, entitled to claim he was unfairly dismissed and entitled to compensation. The Grievant in the present case was not forced out of employment. He left the staff house voluntarily. If the Court finds he was dismissed by the Respondent, the Respondent submits, without prejudice, that dismissal was fair under Section 44 of the Employment Act, the Grievant having absented himself from duty without leave or lawful cause. He did not show he is entitled to Kshs. 8,000 for sewerage services; he is not entitled to notice pay, having absconded; he does not merit leave pay, having worked on casual terms; he was

subscribed to the N.S.S.F and not eligible for service pay; he did not work continuously so as to claim rest days and public holidays; and does not deserve compensation, having deserted.

*The Court Finds:-*

17. The Respondent is a State Corporation dealing with agricultural research. In ***Dock Workers Union v. Kenya Ferry Services (2015) e-KLR***, the Court observed that Public Bodies must lead the way in decasualization of labour. The Grievant states he was first engaged by the Respondent as a Casual Employee in the year 2000. The Respondent agrees to have engaged the Grievant as a Plumber on casual terms, in the year 2003.

18. The Court upholds the position of the Grievant on the year of the first engagement. Nothing was given by way of documentation by the Employer, who has the custody of all employment records, to show the Grievant first worked in 2003.

19. It is agreed the Grievant left employment in the year 2013. The circumstances of his departure are disputed, and shall be examined in the subsequent paragraphs. It is the position of the Respondent that even in 2013, 13 years after the first engagement; the Grievant was still in casual employment.

20. To buttress this position, the State Corporation attached to its Statement of Response Casual Engagement Forms for various periods of time. The Grievant was offered in these Forms casual employment on the following grounds:-

1. That engagement is on daily basis and can be terminated at any time without prior notice.
2. That the payment is required to be paid daily, but [I] agree to be paid on monthly basis.
3. I am aware this engagement does not guarantee confirmation to permanent establishment.
4. I am aware that I am not entitled to leave or any service gratuity.
5. I agree to abide by KARI regulations regarding casual engagement.

21. Most of these Forms were executed between the years 2006-2013. A majority of them fall within the constitutional era beginning August 2010, when the idea of unfair labour practices became rooted in our constitutional thinking. Almost all fall under the Employment Act 2007, which comes out very strongly in favour of decasualization of labour, under Section 37.

22. It is difficult to see how a State Corporation involved in very important scientific work, and which can be presumed to be managed by enlightened Public Officers, can fail to move its labour policy in the direction which the law demands it must move. A contract which considers an Employee who has worked for 13 years, or even the 10 years conceded by the Respondent, to be a casual Employee, is not worth the paper it is written on.

23. The fact that the Grievant may have missed out working on various days of the month during the 13 years, would not make him a Casual Employee.

24. Even before the advent of Section 37 of the Employment Act, the Industrial Court had established in a catena of its decisions, that in determining whether an Employee should be characterized as casual, the period worked should be examined in its aggregate.

25. Section 37 [1] which adopted this judicial thinking, states:

***“Notwithstanding any provisions of this Act, where a Casual Employee –***

***a. Works for a period of continuous working days which amount in the aggregate to the***

***equivalent of not less than one month; or***

***b. Performs work which cannot reasonably be expected to be completed within a period, or a number of working days amounting in the aggregate to the equivalent of 3 months or more, the contract of service of the Casual Employee shall be deemed to be one where wages are paid monthly and section 35 [1] [c] shall apply to that contract of service. ‘***

26. Section 37 [3] states where the casual contract is converted in accordance with the above provisions, and the Employee works continuously for 2 months or more from the date of employment as a Casual Employee, the Casual Employee shall be entitled to such terms and conditions of employment as he would have been entitled under the Act, had he initially not been employed as a Casual Employee. Notwithstanding any provisions of the Act, this Court has the power under Section 37[4] to vary terms of service of a Casual Employee, and declare the Employee to be employed on terms and conditions of service consistent with the Act.

27. The Court is convinced the Grievant worked for the aggregate number of continuous working days, meriting conversion into regular employment under Section 37 [1] [a] and 37 [3] of the Employment Act. Even if this test was disregarded, and the nature of the work done by the Grievant looked at under Section 37 [1] [b] the conclusion would still be the same; the Grievant was not a Casual Employee of any shade by the time he left in 2013. His work involved supply of water to the Respondent's plant, human and animal life. This was continuous work which was not completed in less than 3 months. He worked for over a decade. The nature of his work furthermore was central to the agricultural research activities carried out by the Respondent. It was not a transient function to be discharged by temporary labour.

28. The Grievant worked over 10 years. The contracts told him his engagement was on daily basis, and termination could be at any time without notice. He was paid at the end of the month. To obscure the monthly interval of his pay, he was told he was required to be paid daily, *'but agree to be paid on monthly basis.'* To deny him the right of conversion under Section 37 of the Employment Act, he was expressly told his engagement did not *'guarantee confirmation to permanent establishment.'* And to ensure he was completely placed outside the benefits conferred by the Employment Act, he was told he is not entitled to leave or any gratuity. These contracts were openly in violation of the Employment Act, and contravened the Grievant's right against unfair labour practices under the Constitution. The Court finds the Grievant was in regular employment as at the time of his departure in 2013, and was entitled to the full gamut of employment rights and protections granted under the Employment Act 2007. The contracts were unlawful.

29. The Grievant and the Farm Manager discussed adding the role of sewerage unblocking to the Grievant's plumbing role. There was disagreement which seems to have led into the exit of the Grievant from employment.

30. The Court formed the view that the Farm Manager made a proposal to pay the Grievant Kshs. 70 per day for the additional duty. The Grievant did not entirely agree with the rate offered. He did not however, communicate his disagreement on the rate to the Farm Manager, before the latter went on annual leave. In the mind of the Grievant, he merited an additional Kshs. 8,000 per month, which is the rate he is pursuing for the work done in the month preceding his exit. The grievant changed his mind about working on the rate of Kshs. 70 per day. He had been asked by the Assistant Manager to take a break, and decide. He did not report back, and considering him to have deserted, the Respondent engaged another Employee willing to do the dirty work.

31. Going by the past decisions of this court cited by the Parties, the Court is persuaded the Respondent had the obligation to pursue the Grievant, hear him out on why he had absented himself, and made termination formal. He was resident at the staff houses, and within plain sight. He was available for disciplining. Employers must not leave employment contracts open-ended, or make conclusion such as is frequently made, that an Employee has dismissed himself. There was need to summon the Grievant, give him audience at a disciplinary platform, and terminate employment, with all terminal dues made known and paid to the Employee.

32. The route taken by the Respondent resulted in breach by the Respondent, of Sections 41, 43 and 45 of the Employment Act. There was no reason given for termination, and procedure was not fair. As stated in ***Industrial Court Cause Number 958 of 2010 between KPAWU v. Rea Vipingo Plantations Limited***, where an Employee deserts or absconds, the Employee is deemed to have repudiated his contract of employment. The Employer must accept repudiation, and give the Employee the opportunity to explain repudiation, for termination to take effect. Termination was unfair having not conformed to these provisions.

33. That said, the Grievant was wrong in first accepting the sewerage task, and changing his mind in the absence of the Farm Manager, with whom the discussion on the task had been held. Secondly, he did not make effort to pursue discussion with the Manager after the Manager was back from leave. He in the end left the staff house voluntarily, ending any hope that the employment relationship could be mended. He encouraged the Respondent to hold this mistaken view, that the Grievant had terminated his own contract of employment. The compensation due to the Grievant must therefore reflect the extent of his contribution in his loss of employment. ***It is declared the Grievant's contract was unfairly terminated, and that the Grievant played a substantial role in the circumstances giving rise to the unfair termination. He is granted a minimal 2 months' salary at Kshs. 415 x 26 days X 2 = Kshs. 21, 580, in compensation for unfair termination.*** The prayer for notice pay is without merit and is rejected.

34. The Grievant asks for Kshs. 8,000 for sewerage work he claims to have done, and which the Respondent did not pay him for. The Court is not convinced there was an agreement the Grievant would be paid Kshs. 8,000 per month for the additional work. This was the amount he demanded to be paid, but there was no agreement. What the Respondent offered was Kshs. 70 in addition to the daily rate of Kshs. 415, to bring the total daily rate to Kshs. 485. The Court has taken note that sewerage work was not carried out every day. The additional Kshs. 70 discussed and tentatively agreed to between the Manager and the Grievant, not the Kshs. 8,000 per month demanded by the Grievant, should be the base rate in redressing this claim. ***The Grievant is allowed Kshs. 70 x 26 days = Kshs. 1,820 for the sewerage work rendered.***

35. The claim for leave allowance from the date of employment to the date of exit was not established. The Claimant was not clear if this item was meant to be a claim for annual leave pay or leave travelling allowance. Annual leave pay is not an allowance. It is the worth in terms of number of days due in annual leave to an Employee, sold to the Employer based on the rate of the Employee's monthly salary. Leave allowance is a specified amount given in the contract of employment, availed to the Employee on taking annual leave, to ease the Employee's travel expenses during leave. There was nothing shown to the Court to justify leave travelling allowance. No specific amount is claimed. If it was intended to claim annual leave pay for the entire period worked, the Claimant did not give the exact number of annual leave days sought. Furthermore, it is clear the Grievant was absent on a considerable number of days, which he did not attempt to factor in, in claiming annual leave pay. The item is unsupported in law and fact and is declined.

36. The Court is disinclined to grant the claim for rest days and public holidays. This is in part on the ground stated above: that there were many days when the Grievant did not report to work as borne out in the muster rolls. While this absence does not affect his claim to have worked in aggregate for a period justifying his decasualization, it affects the claim for rest days and public holidays. It would be wrong to award the Grievant rest days and public holidays, while he does not justify his absence from work, on the various days captured in the muster rolls. The second ground why these claims are declined is based on the hours of work. It is clear the Grievant did not work throughout the day, or in clearer language, did not work 8 hours a day. He switched on the water pump, went around inspecting the flow of water to various facilities, checked on the animals, and was through with his day's routine mid- morning. He would return at around 5.00 p.m. to turn off the pump. There were large sections of the day when he seems to have been in the role of a practiced idler. He resided at the farm. He rested every day. He is not entitled to claim rest days and public holiday.

37. The Respondent did not have records on the Grievant's N.S.S.F status. The Witnesses for the Respondent acknowledged the Grievant was unregistered for some years. They were not able to say

unequivocally, when he was registered. It was left to speculation, if he was registered at all. The Court shall allow the claim for service pay based on 10 years of service. To peg this on the entire 13 years claimed would, be in disregard of the days of absenteeism. 10 years is a reasonable period in recognizing and rewarding the Grievant's years of service. **He is allowed Kshs. 415 x 15 days x 10 years Kshs. 62,250 in service pay.**

38. Under the prayer for any other suitable relief, the Court grants the **Grievant general damages of Kshs. 250,000 for denial over the years, of fair labour practices by the Respondent.** The contracts under which the Grievant served were appalling. The Respondent as discussed above, is a Public Body, which should set a good example to the labour market, in designing of its Employees' Contracts. It subjected the Grievant to service under unlawful contracts. The Respondent continuously violated the principle of fair labour practices. It would be irresponsible of the Court not to offer some form of redress to the Grievant for the 13 years of abuse. A modest sum of general damages is therefore merited and granted as detailed above.

39. Reinstatement is not an appropriate remedy in the case of an Employee who is shown to have contributed significantly, in the termination of the contract of employment. As seen above, the Grievant walked out of the staff house voluntarily, and made no attempt to engage the Farm Manager once the Farm Manager returned from annual leave. He does not merit reinstatement. Payment of back-wages in the circumstances is similarly rejected.

IN SUM, IT IS ORDERED:-

*a. Termination was unfair.*

*b. The Grievant made significant contribution in the termination of his contract of employment.*

*c. He is granted 2 months' salary in compensation at Kshs. 21,580; unpaid wages at Kshs. 1,820; Kshs. 62,250 in service pay; and Kshs. 250,000 in general damages - total Kshs. 335,650.*

*d. The full amount shall be paid to the Grievant through his Union, by the Respondent, within 30 days of the delivery of this Award.*

*e. No order on the costs.*

Dated and delivered at Mombasa this 27<sup>th</sup> day of June, 2016

James Rika

Judge