



**Kenya Union of Domestic, Hotels, Educational Institutions and Hospital  
Workers v Board of Management, Murera Secondary School (Cause  
E230 of 2024) [2025] KEELRC 2442 (KLR) (18 September 2025) (Judgment)**

Neutral citation: [2025] KEELRC 2442 (KLR)

**REPUBLIC OF KENYA  
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI  
CAUSE E230 OF 2024  
S RADIDO, J  
SEPTEMBER 18, 2025**

**BETWEEN**

**KENYA UNION OF DOMESTIC, HOTELS, EDUCATIONAL INSTITUTIONS  
AND HOSPITAL WORKERS ..... CLAIMANT**

**AND**

**BOARD OF MANAGEMENT, MURERA SECONDARY  
SCHOOL ..... RESPONDENT**

**JUDGMENT**

1. The Kenya Union of Domestic, Hotels, Educational Institutions & Hospital Workers (the Union) sued the Board of Management of Murera Secondary School on 25 March 2024, and it stated the Issue in Dispute as:

Refusal by the Board of Management to honour payment of terminal benefits and other accrued benefits for Mr Edward Karanja, contrary to the parties’ CBA, the Laws of Kenya and Guidelines from the Ministry of Education.

2. According to an affidavit of service filed in Court on 6 April 2024, the Respondent was served and acknowledged service of Notice of Summons on 4 March 2024 through a Secretary who did not sign or stamp to confirm receipt.

3. On 17 February 2025, the Court directed that service be effected through the Court Bailiff/Process Server, and the Court Bailiff filed an affidavit of service sworn on 24 February 2025, attesting that he served the Deputy Principal of the School, Ms Jane, on 20 February 2024, but she accepted the service but declined to acknowledge receipt.

4. Being satisfied that service had been made, the Court directed on 11 March 2025 that the Cause proceed to formal proof on 20 May 2025.



5. The Cause was heard as scheduled, and Edward Karanja (the Grievant) testified.
6. The Union filed submissions on a date which is not discernible from the CTS system.
7. The Court has considered the Memorandum of Claim, evidence and submissions.

### **Service gratuity**

8. The Grievant was employed by the Respondent as an ICT Teacher/Officer on 9 February 2004. On 27 June 2022, the Grievant gave notice of resignation to the Respondent and requested to be paid his terminal dues.
9. The Respondent did not pay the dues, and the Grievant reported to the Union, of which he was a member. The Union reported a trade dispute to the Cabinet Secretary, Labour, who in turn appointed a Conciliator.
10. The Conciliator took submissions from the parties and issued a report dated 4 September 2023, in which he made a finding that the Grievant had worked with the Respondent for 17 years and recommended that the Respondent pay the Grievant gratuity.
11. The Conciliator was performing a statutory duty.
12. In Court, the Grievant testified that he was entitled to service gratuity under clause 31 of the Collective Bargaining Agreement between the Union and the Ministry of Education.
13. The Grievant's letter of appointment incorporated the terms of agreement between the Union and the Ministry of Education.
14. Clause 31 of the Collective Bargaining Agreement between the Union and the Ministry provided for payment of service gratuity to employees who retire and had continuously served for 10 years and attained 50 years of age.
15. Apart from the agreement, the Union sought to rely on clause 20 of the Guidelines on Personnel in Government Maintained/Assisted Secondary and Special Schools issued by the Ministry of Education Circular issued on 27 June 1996.
16. The Circular made service gratuity part of the employment terms after a minimum of 5 years' service, but after reaching 55 years, at the rate of one month's basic salary.
17. The Circular is silent on whether an employee who resigns is entitled to service gratuity.
18. The Grievant resigned but did not retire. The question is, therefore, whether an employee who retires should be treated differently from one who resigns?
19. The Respondent did not attend the hearing nor file submissions to give its views on the question.
20. Without any insights from the Respondent, and based on the recommendations of the Conciliator and clause 20 of the Guidelines, the Court is of the view that there should be no differentiation on payment of gratuity where it is provided for, depending on how one separates from the employer.
21. The Court will consequently allow this head of the claim in the sum of Kshs 408,000/- (the Grievant was earning a basic salary of Kshs 24,000/- and he served for 17 years).



### **House allowance**

22. The Union claimed house allowance totalling Kshs 115,200/- on behalf of the Grievant. A Circular dated 11 August 2015 from the Salaries and Remuneration Commission was produced in Court.
23. House payment is payable every month, and when not paid, constitutes an injury falling within the sphere of continuing injury. In actions asserting continuing injury, legal proceedings should be commenced within 12 months of the cessation of the injury.
24. The Grievant resigned effective 30 September 2022, and the limitation period lapsed on 29 September 2023. The instant action was commenced outside the prescribed limitation time for continuing injury, and the Court cannot therefore entertain this head of the claim.

### **Leave allowance**

25. The Union prayed that the Grievant be awarded Kshs 72,000/- (varied to Kshs 73,740/- in the submissions) on account of leave allowance, and a basis was founded upon an undisclosed clause in the collective bargaining agreement.
26. The Collective Bargaining Agreement does not provide for any special payment apart from the monthly salary, and the Court declines to grant this head of relief.

### **Leave travelling allowance**

27. The Union called to aid Circular DPM/2/BA VOL.III/(165) to claim leaving travelling allowance of Kshs 9,000/- on behalf of the Grievant.
28. The Circular directed that employees within the public service proceeding on annual leave be paid leave allowance according to their respective grades.
29. The Court will allow this head of the claim.

### **Unpaid commuter allowance**

30. On account of commuter allowance, the Union prayed for the grant of Kshs 144,000/- for 3 years.
31. The Union cited a Circular from the Salaries and Remuneration Commission. A copy of the Circular was not produced in Court, and relief is declined.

### **Conclusion and Orders**

32. Flowing from the above, the Grievant is awarded:
  - i. Service gratuity Kshs 408,000/-
  - ii. Leave travelling allowance Kshs 9,000/-Total Kshs 417,000/-
33. All the other heads of claims are dismissed.
34. Due to the social partnership between the parties, no order on costs.

**DELIVERED VIRTUALLY, DATED AND SIGNED IN ISIOLO ON THIS 18<sup>TH</sup> DAY OF SEPTEMBER 2025.**

**RADIDO STEPHEN, MCIARB**



## **JUDGE**

Appearances

For Claimant Mr Maina, Industrial Relations Officer

Respondent did not participate

Court Assistant Wangu

