



**Banking, Insurance and Finance Union (K) v Jubilee Holdings Ltd (Cause E257 of 2024) [2025] KEELRC 2869 (KLR) (23 October 2025) (Judgment)**

Neutral citation: [2025] KEELRC 2869 (KLR)

**REPUBLIC OF KENYA  
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI  
CAUSE E257 OF 2024  
S RADIDO, J  
OCTOBER 23, 2025**

**BETWEEN  
BANKING, INSURANCE AND FINANCE UNION (K) ..... CLAIMANT  
AND  
JUBILEE HOLDINGS LTD ..... RESPONDENT**

**JUDGMENT**

1. The Banking, Insurance & Finance Union [K] [the Union] sued Jubilee Holdings Ltd [the Respondent] on 8<sup>th</sup> August 2024, alleging violation of its organisational rights.
2. The prayer sought by the Union were:
  - i. That the Respondent is compelled and/or directed to sign the Collective Bargaining Agreement for the period 01.01.2021 to 31.12.2022 as negotiated and agreed by the parties within fourteen [14] days from the date of the judgment.
  - ii. The Respondent to pay costs of the Claim/suit.
3. The Respondent filed a Memorandum of Reply on 22 October 2024, and the Cause was heard on 27<sup>th</sup> May 2025.
4. The Deputy Secretary General of the Union and the Group Head of Human Resources with the Respondent testified.
5. The Union filed its submissions on 30 June 2025 and the Respondent on 22<sup>th</sup> September 2025.
6. The Union outlined the Issues in contention as:
  - i. Whether the parties have a valid and binding recognition agreement?



- ii. Whether the Respondent should sign the Collective Bargaining Agreement for the period 01.01.2021 to 31.12.2022?
- iii. Who bears the cost of the Claim/suit?
7. The Respondent on its part, identified one substantive issue:
  - [i] Whether the Respondent should sign the Collective Bargaining Agreement for the period 01.01.2021 to 31.12.2022?
8. The Court has considered the pleadings, evidence and submissions.

### **Valid recognition agreement**

9. It is not in dispute that the Union and Respondent signed a recognition agreement on 19 February 2018.
10. The Respondent issued a termination notice seeking to revoke the recognition agreement on 17 June 2022.
11. At the same time, the Respondent filed an application seeking the revocation of the recognition agreement before the National Labour Board.
12. The National Labour Board declined the revocation application on 21 May 2024.
13. The mandate to revoke a recognition agreement at the first instance is reserved for the National Labour Board, and it declined to revoke the recognition agreement between the parties.
14. The Court, therefore, holds that there is a valid and binding recognition agreement between the parties.

### **Collective Bargaining Agreement**

15. The Union and Respondent signed a Collective Bargaining Agreement on 17 January 2020. The agreement was to last for 2 years and continue in force until amended or terminated.
16. The agreement has not been amended nor terminated.
17. Around 19 January 2021, the Union invited the Respondent to consider its proposals for a new or amended Collective Bargaining Agreement.
18. The Respondent did not respond, and the Union reported a trade dispute to the Cabinet Secretary for Labour on 19 October 2021.
19. Conciliation commenced, and the Union stated that an agreement was reached on 6 July 2022, but the Respondent declined to execute, and a Certificate of Unresolved Dispute was issued on 12 April 2023.
20. The Respondent's case is that it could not enter into a Collective Bargaining Agreement with the Union because the level of membership had gone below the simple majority threshold envisaged by section 54[1] of the *Labour Relations Act*, and it had moved the National Labour Board to revoke the recognition agreement, which serves as the anchor to the Collective Bargaining Agreement.
21. The Respondent further urged that the employees the Union considered as unionisable were outsourced from third parties, while the other employees were in management.
22. At the time of this judgment, there is a valid recognition agreement between the Union and the Respondent. Until revoked, the Union has the organisational right to represent the interests of its 1



member admitted by the Respondent to be in its employment. With the Union having such a right, the Respondent, as an employer, has a legal duty to bargain.

23. The assertion by the Respondent that it cannot negotiate or execute a Collective Bargaining Agreement with the Union because the Union has only 1 member among its employees would be to curtail the right of the 1 employee to join and participate in the activities of the Union, and the organisational rights of the Union within the context of Article 41[1],[2] and [4][b] of *the Constitution* [see Kenya Union of Domestic, Hotels, Educational Institutions and Hospital Workers [KUDHEIHA Workers] v Gurunanak [Ramgarhia] Sikh Hospital [2025] KEELRC 946 [KLR]].
24. Any other interpretation, in the Court's view, would be a derogation of the single employee's right to join and participate in the activities of the Union, and of the Union to organise.
25. In this Court's view, the only legal avenue available to the Respondent to refuse to negotiate and execute a Collective Bargaining Agreement with the Union is to have the recognition agreement revoked.
26. Before the recognition agreement is revoked, the Respondent has a legal duty to respect the Union's and its members' Constitutional rights to fair labour practices.
27. The Court does not understand what legal injury or wrong the Respondent would suffer if it negotiated with the Union in good faith considering that it stands to suffer no financial/economic prejudice, or work environment disturbance, since the terms and conditions of service agreed with the Union would not affect the staff in management.

### **Conclusion and Orders**

28. Flowing from the above, the Court declares:
  - [i] That the Respondent has violated the Union's Constitutional right to organise and collective bargaining.
29. The Court orders:
  - [i] The Respondent to conclude and execute a Collective Bargaining Agreement with the Union within 60 days.
30. Because of the ongoing social partnership between the parties, no order on costs.

**DELIVERED VIRTUALLY, DATED AND SIGNED IN NAIROBI ON THIS 23<sup>RD</sup> DAY OF OCTOBER 2025.**

**RADIDO STEPHEN, MCIARB**

**JUDGE**

Appearances

For Claimant Mr Munoru, Industrial Relations Officer

For Respondent Oraro & Co. Advocates

Court Assistant Wangu

