



**Kenya Engineering Workers Union v Bhachu Industries Ltd (Cause E657 of 2024) [2026] KEELRC 68 (KLR) (26 January 2026) (Judgment)**

Neutral citation: [2026] KEELRC 68 (KLR)

**REPUBLIC OF KENYA  
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI  
CAUSE E657 OF 2024  
S RADIDO, J  
JANUARY 26, 2026**

**BETWEEN  
KENYA ENGINEERING WORKERS UNION ..... CLAIMANT  
AND  
BHACHU INDUSTRIES LTD ..... RESPONDENT**

**JUDGMENT**

1. The Kenya Engineering Workers Union (the Union) sued Bhachu Industries Ltd (the Respondent) on 16 August 2024, and it stated the Issue in Dispute as:  
  
Unlawful, unfair and unprocedural termination on account of redundancy of Francis Kyalo Kisua and Nicholas Munywoki.
2. The Respondent filed a Response on 4 September 2025, and the Cause was heard on 11 November 2025. Nicholas Munywoki (the Grievant) and a Manager with the Respondent testified.
3. The Union filed its submissions on 16 December 2025, while the Respondent had filed its submissions on 4 December 2025.
4. The Court has considered the pleadings, evidence and submissions.

**Unfair termination of employment**

5. The Respondent issued a show cause notice dated 19 April 2024 to Nicholas Mbatha (the Grievant). The allegation was, working with the Respondent's competitors, and the Grievant was requested to respond within 7 days. The show cause was copied to the Union, amongst others.
6. On 25 April 2024, the Respondent wrote to the Union informing it that the Grievant had declined to acknowledge receipt of the show cause and had caused disturbance in the workplace on the said date.



7. The Respondent then invited the Grievant to a disciplinary hearing through a letter dated 30 April 2024, which letter was copied to the Union and Labour Office.
8. The Union acknowledged receipt of the invitation the same day.
9. The disciplinary hearing was held on 3 May 2024.
10. The Respondent thereafter dismissed the Grievant through a letter dated 7 May 2024.
11. The Union was not satisfied, and it reported a trade dispute to the Cabinet Secretary, Labour. A Conciliator was appointed, and he issued a report dated 30 July 2024, finding that the dismissal was unfair.
12. Before the Court, the Grievant testified that the Respondent's Managing Director called him and another employee to his office on 8 April 2024 and informed them that their services were no longer required and they should leave. The Grievant further testified that they were not allowed into the workplace after that day.
13. The Respondent's witness testified that a show cause was issued to the Grievant and a colleague, but they failed to respond and that he attended the disciplinary hearing on 3 May 2024. A copy of the minutes was produced in Court.
14. There is evidence on record that the Respondent issued show cause notices to the Grievant. There is also evidence on the record that the Respondent copied the Union on the notice and also informed it of the disciplinary hearing.
15. A copy of the invitation to the hearing was acknowledged by the Union. Minutes of the hearing indicate that a shop steward with the Union was present but declined to sign the minutes.
16. The documentary evidence (show cause notices, invitation to attend a disciplinary hearing and minutes of the hearing) produced by the Respondent discounts the Grievant's testimony that the Respondent's Managing Director dismissed him and a colleague on 8 April 2024.
17. In the instant case, the Respondent afforded the Grievants an opportunity to be heard. They snubbed the opportunity to make a written response. The Respondent gave them another chance, and they explained themselves. A representative of the Union was present.
18. The Union was expected to establish at the first instance that an unfair termination of employment had occurred before the Respondent would be called upon to justify the termination.
19. The Union did not discharge that burden.

### **Breach of contract**

### **Severance pay**

20. The Union did not prove redundancy, and severance pay is not available as a remedy.

### **Accrued leave and earned pay**

21. The Respondent's witness testified (reiterated in the submissions) that it was ready to pay the Grievants any accrued leave and earned pay.
22. The Union tabulated the accrued leave days and earned wages, but the Respondent did not interrogate the figures.



23. The Respondent should compute and pay any accrued leave and earned wages.

### **Gratuity**

24. Clause 33 of the Collective Bargaining Agreement between the Union and Respondent provided for gratuity.

25. Because of the findings on unfair termination of employment, the Grievants are not eligible for gratuity.

### **Salary arrears and underpayments**

26. The Union did not lay an evidential foundation to the claim for salary arrears and underpayments, and relief is declined (the Respondent had conceded that it would pay any salary arrears and underpayments subject to proof).

### **Certificate of Service**

27. A Certificate of Service is a statutory entitlement, and the Respondent should issue the same to the Grievants.

28. The Court finds no merit in the Cause.

29. The delivery of this judgment was brought forward with notice to the parties.

### **Conclusion and Orders**

30. The Court finds and declares:

- i. That the Union did not prove unfair termination of employment.
- ii. That the Grievants are entitled as of right to accrued leave and earned wages which the Respondent should compute and pay within 30 days from today.
- iii. That the Grievants are entitled to Certificates of Service which should be issued within 30 days.

31. Save for the above, the Cause is dismissed with no order on costs, considering the social partnership between the parties.

**DELIVERED VIRTUALLY, DATED AND SIGNED IN NAIROBI ON THIS 26<sup>TH</sup> DAY OF JANUARY 2026.**

**RADIDO STEPHEN, MCIARB**

**JUDGE**

Appearances

For Union Mr Makale, Industrial Relations Officer

For Respondent Mr Kosi instructed by K. Mberia & Partners Advocates LLP

Court Assistant Wangu

