



**Kenya Union of Pre-Primary Education Teachers v Bridge International Academies  
(Cause E914 of 2022) [2026] KEELRC 1134 (KLR) (30 April 2026) (Judgment)**

Neutral citation: [2026] KEELRC 1134 (KLR)

**REPUBLIC OF KENYA  
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI  
CAUSE E914 OF 2022**

**J RIKA, J**

**APRIL 30, 2026**

**BETWEEN**

**KENYA UNION OF PRE-PRIMARY EDUCATION TEACHERS ..... CLAIMANT**

**AND**

**BRIDGE INTERNATIONAL ACADEMIES ..... RESPONDENT**

**JUDGMENT**

1. The Claimant Union filed its Statement of Claim, on 8th December 2022.
2. The Claim is brought on behalf of Claimant's member [Grievant], Angela Wafula, a former Employee of the Respondent.
3. The Claimant states that the Grievant was employed by the Respondent in April 2019, as an ECD teacher, on a monthly gross salary of Kshs. 15,610.
4. This salary was below the minimum wage of a certificate holder, under gazetted minimum wages [general] order, 2018. She ought to have been paid Kshs. 30,627 monthly.
5. The Claimant avers that the Grievant was denied her annual leave entitlement.
6. The Grievant's salary was illegally slashed to Kshs. 1,300 for 8 months, from April 2020, in violation of her rights to fair labour practices and fair remuneration under *the Constitution*.
7. The Claimant states, that the Grievant was summarily dismissed for reporting a case of sexual harassment against her, perpetrated by a colleague, to the Respondent.
8. The Claimant avers that the Respondent did not take the Grievant through a fair procedure under Section 41 and 45 of the *Employment Act*, and did not establish valid reason, under Sections 43 and 45 of the Act.
9. The Claimant prays that Grievant is granted: -



- a. Leave for 3 years at Kshs. 30,627.45 x 3 = Kshs. 91,882.35.
  - b. Ex-gratia terminal benefits at 15 days' salary, at Kshs. 46,941.20.
  - c. Compensation for unfair termination, equivalent of 12 months' salary, at Kshs. 245, 019.60.
  - d. 1-month salary in lieu of notice at Kshs. 30,627.45
  - e. Underpayment of salary for 28 months, at Kshs. 15,017.45 monthly, amounting to Kshs. 420,488.60.
  - f. Withheld salary for the period April 2020 to November 2020, at Kshs. 234,619.60.
  - g. Costs.
10. The Respondent filed its Statement of Response dated 28th August 2023. It is conceded that the Grievant was employed by the Respondent as an ECD teacher.
  11. The Respondent disputes that she was a member of the Claimant Union. There was no recognition agreement between the parties. The Respondent never deducted and remitted trade union dues in favour of the Claimant, with regard to the grievant.
  12. She earned a monthly salary of Kshs. 15,610, which the Respondent states, was not below the minimum wage for a certificate holder.
  13. As the Claimant was not a trade union recognized by the Respondent, the Respondent had no obligation to engage the Claimant, and participate in any dispute resolution mechanisms involving the Claimant.
  14. The Grievant utilized her annual leave.
  15. She was dismissed fairly, for valid reason in accordance with the Employment Act and staff handbook.
  16. She failed to substantiate her allegations about sexual harassment, leading to her dismissal.
  17. Her claim that her rights to fair labour practices, and fair remuneration were violated is unfounded.
  18. The Parties' contract was frustrated by Covid-19 pandemic. Schools were closed, and the Respondent had no obligation to pay the Grievant for services she did not render.
  19. The Respondent states, rather ambiguously, that it is ready to "discharge its burdens, as imposed under Section 43 of the Employment Act."
  20. She was paid annual leave entitlement. She was subscribed to N.S.S.F and is not entitled to gratuity. The wage orders do not apply to teachers. Her salary was negotiated and agreed through her contract.
  21. The Respondent urges the Court to dismiss the Claim with costs.
  22. Angela the Grievant, and Respondent's human resource manager Ezekiel Oketch Otuoma, gave evidence, closing the hearing, during the Nairobi E&LRC service week, on 2nd February 2026.
  23. The Grievant told the Court that she is a diploma-holder. She was employed on 8th April 2019. She restated details of her employment as summarized in her pleadings above.
  24. She explained that she was issued a warning by the assurance officer, on the ground that her pupils were not wearing protective masks, during the Covid-19 pandemic, in accordance with public health policy.



25. Her position is that she was handling 3 -year olds, and they were not required to wear masks under the policy. The assurance officer gave her several warnings. She escalated the matter to her manager. The quality assurance officer told her that he would make her work environment difficult. He kept pointing out many mistakes. He asked her for her phone number, which she interpreted as amounting to sexual harassment.
26. She received a letter to show cause, alleging that she illegally administered corporal punishment to a pupil. She was suspended for 30 days with pay, but was not paid her salary. The parent discounted the allegation. There was no outcome of the complaint, communicated by the Respondent to the Grievant.
27. She was dismissed in March 2022, on the issue of sexual harassment. It was alleged that she made false sexual harassment allegation against the assurance officer.
28. Her salary was drastically reduced on account of Covid-19. N.S.S.F deductions were not remitted. She was not paid terminal dues. She was issued her certificate of service.
29. Cross-examined, the Grievant told the Court that she signed a written contract. Salary was Kshs. 15,610. She was given a tablet and the school handbook. It contained policy on sexual harassment. The assurance officer sexually harassed her. She made a formal complaint. She did not have the complaint before the Court. The handbook has procedure on filing of complaints.
30. She was issued warning concerning her pupils not wearing masks. She had an obligation to keep the pupils safe. She did not implement school policy on masks. She tried, but it did not work.
31. Assurance officer asked for her phone number. She considered this to amount to sexual harassment. The complaint was investigated. She was heard, and her complaint dismissed. She did not appeal against the decision. She is a member of the Claimant Union. She did not have evidence of membership.
32. She worked during school holidays. She did not have the attendance register. Her pay slips showed that her annual leave, was paid.
33. She was victimised because she reported sexual harassment. She was not paid terminal benefits. N.S.S.F contributions were deducted, but not remitted. From April to November 2020, she was only paid Kshs. 1,300 monthly salary. Schools were not fully operational.
34. Redirected, she told the Court that she reported sexual harassment to her supervisor. The complaint was dismissed. She did not agree to deduction of her salary. Leave paid was not her full entitlement.
35. Human resource manager Ezekiel, relied on his witness statement and exhibited 11 documents [1-11], filed by the Respondent. He confirmed that the Grievant was employed by the Respondent as an ECD teacher. She was dismissed on 22nd March 2022. She reported a false complaint of sexual harassment. The Respondent investigated, and established that the complaint was false. False reporting, was an act of gross misconduct under the handbook.
36. The handbook has a procedure on report and handling of sexual harassment. Complaint must be made in writing. Evidence must be attached. Human resource department investigates. The Respondent followed this procedure, concluding that the complaint was false.
37. Her salary was Kshs. 15,610 monthly. She utilized all her annual leave. Leave was organized around the school holidays. N.S.S.F deductions were remitted. She did not lodge any complaint with the N.S.S.F about her contributions. The Respondent did not receive any notice from the N.S.S.F concerning



default in contributions. There was no evidence of union membership, and the Respondent has not executed recognition agreement with the Claimant.

38. Cross-examined, Ezekiel told the Court that he keeps personnel records, including annual leave records. The Respondent did not exhibit these records before the Court. She was dismissed for making a false sexual harassment complaint. This amounted to gross misconduct under the handbook. Complaint about corporal punishment administered by the Grievant to a pupil, was not a reason in justifying dismissal. A complaint concerning sexual harassment would be investigated, and sustained or dismissed, depending on the evidence available.
39. Redirected, Ezekiel told the Court that false report of sexual harassment, was an act of gross misconduct, over which the Grievant was dismissed. Her N.S.S.F deductions were remitted.
40. The issues are whether: the Grievant was summarily dismissed following a fair procedure, in accordance with Sections 41 and 45 of the *Employment Act*; was dismissed on account of a valid reason, or reasons, under Sections 43 and 45 of the Act; and, is entitled to the remedies claimed.

#### **The Court Finds : -**

41. The Grievant was employed by the Respondent School as an Early Childhood Development Teacher [ECD], in April 2019.
42. She earned a monthly gross salary of Kshs. 15,610.
43. She was summarily dismissed by the Respondent on 2nd March 2022. Dismissal was based on the ground that the Grievant made false accusation of sexual harassment against the Respondent's assurance officer.
44. The accusation was deemed by the Respondent to amount to an act of gross misconduct, warranting summary dismissal.
45. On procedure, there is no record of a disciplinary hearing conducted by the Respondent, against the Grievant, on the specific charge of gross misconduct.
46. The record does not show that there was an invitation extended to her, to attend any disciplinary hearing. There are no minutes placed before the Court, showing that there was a disciplinary hearing, where charges were read to the Grievant, and her response to those charges sought.
47. What the Respondent dedicated most of its pleadings and evidence to, concerned other disciplinary processes and issues, including warnings and letter to show cause, for allegations unrelated to the allegation over which she was dismissed.
48. There were accusations that she was not ensuring her young pupils wore protective masks, during Covid-19 scourge. She was alleged to have administered corporal punishment to a pupil, contrary to the prevailing law and policy. These allegations were dealt with one way or the other, and did not feature, in justifying dismissal.
49. The Grievant lodged a complaint on sexual harassment against the assurance officer, which was investigated, the accuser and the accused heard, and the complaint dismissed in accordance with the Respondent's Human Resource Policy and Procedures Manual.
50. After the complaint was dismissed, there is no evidence that the Grievant was informed of any charges against her, arising from her perceived false sexual harassment complaint, and taken through a disciplinary hearing. The hearing on her allegation of sexual harassment, was not a disciplinary hearing



against the Grievant, for an act of gross misconduct. It was confined to an investigation of a sexual harassment complaint.

51. She was not advised on her right to be accompanied by a colleague or trade union representative, under Section 41 of the *Employment Act*, to any disciplinary hearing. Procedure was faulty.
52. The Court does not attach much weight to the objection by the Respondent, on the Claimant's capacity to represent the Grievant in these proceedings. It is not important that the Respondent does not have a recognition agreement with the Claimant. In issue is not negotiation of a collective agreement, which is statutorily preceded by recognition agreement; in issue is the summary dismissal of the Grievant.
53. The Claimant is a registered trade union, which represents ECD teachers. It represented the Grievant at conciliation. The Grievant claims, that her constitutional right to fair labour practices was infringed by the Respondent. The Claimant has the associational capacity to represent the Grievant, under Article 22 of *the Constitution*, read with Rules 8 and 10 of the E&LRC [Procedure] Rules, 2024.
54. The Respondent did not raise any preliminary objection against the Claimant, on the right of representation under Rule 63 of the E&LRC [Procedure] Rules.
55. The Respondent's Disciplinary Procedure contained in the Handbook, has two categories of offences: misconduct; and gross misconduct.
56. Gross misconduct, the offence over which the Grievant was summarily dismissed, includes gross negligence, sexual harassment and infliction of bodily harm or threatened infliction of bodily harm.
57. The assurance officer, was accused by the Grievant of sexual harassment, and if investigation established that there was sexual harassment, he would have been taken through a disciplinary hearing, and probably dismissed for an act of gross misconduct.
58. There is nothing in the sexual harassment policy in the handbook, which states that a complainant shall be dismissed for gross misconduct, if her complaint is not substantiated. The *Employment Act* imposes an obligation on the Employer to investigate reports of sexual harassment, and to take disciplinary action against perpetrators. It does not discourage complaints, by imposing sanctions on complainants, where investigations do not establish culpability.
59. Retaliation against complainants is discouraged, and only where it is established that the complaint was fabricated and maliciously initiated, does the Respondent retain the right to take disciplinary action against the complainant, under the Respondent's sexual harassment policy.
60. The Respondent never took the Grievant through a disciplinary hearing. It was never established that her complaint was fabricated or initiated maliciously, to result in an act of gross misconduct. Without a disciplinary hearing, it is hard to justify that the Grievant engaged in act of gross misconduct, warranting summary dismissal.
61. She told the Court that the assurance officer had made various unfounded allegations against her, and asked for her mobile phone, which she thought, amounted to sexual harassment.
62. While her complaint was investigated, there was no hearing, to establish that the complaint was malicious, warranting summary dismissal.
63. The Court is of the view that the standards of substantive justice, under Sections 43 and 45 of the *Employment Act*, were not met. The Respondent appears to have been persuaded to dismiss the Grievant on account of a succession of complaints against her – failure to ensure her pupils wore masks,



- administering corporal punishment to a pupil and, her complaint on sexual harassment against the very assurance officer who had been making various allegations against the Grievant - being the last straw.
64. On remedies, the Court is not persuaded that her monthly salary of Kshs. 15,610 was an underpayment.
  65. Her claim, that she ought to have been paid Kshs. 30,627 monthly, because she was a 'certificate holder,' has no support in the law and her contract.
  66. The General Wage Order, 2018 [Kenya Gazette Supplement No.1 of 8th July 2019] took effect on 1st May 2018.
  67. The salary claimed at Kshs. 30,627, applied to Graded Artisan 1. Was the Grievant a Graded Artisan 1? Was she tested and graded by the National Industrial Authority [NITA]?
  68. She was not. She is not a technical worker, such as a mason, plumber, electrician or carpenter, officially tested and graded by NITA, but an ECD teacher, whose salary structure would be governed by some other professional human resource instrument, rather than by a wage order.
  69. Section 43 of the *Labour Institutions Act*, 2007, mandates the Cabinet Secretary for Labour, to establish wage councils, where he is of the opinion that remuneration and other terms of any category of employees, in any sector is not adequately regulated by collective agreements; and where it may be expedient to set minimum wages in those sectors.
  70. The wage councils come up with wage orders in different sectors, which as shown in Section 48 of the *Labour Institutions Act*, apply to specific categories of Employees.
  71. Teaching is not among the occupations included in General Wage Order, 2018, and the Grievant was never a Graded Artisan 1, to claim a monthly salary of Kshs. 30, 627.
  72. ECD teachers are mostly employed by County Governments, and their terms and conditions of service are determined at that level. A national scheme of service has been mooted, but none was shown to be applicable to the Grievant, equating her to a Graded Artisan 1, at the time she worked for the Respondent.
  73. The Claimant ought to have argued the issue of underpayment from other comparable human resource instruments in the sector, instead of straining the argument for recognition of the Grievant, as a Graded Artisan 1.
  74. The Court would endorse the argument by the Respondent that the Grievant was not entitled to a monthly salary of Kshs. 30,627. Her monthly salary of Kshs. 15,610, was negotiated in keeping with the ECD sectoral practice. It is upheld.
  75. She does not merit annual leave pay for a period of 3 years. There is evidence that the school was closed for holidays in certain months of the year, during which the Grievant was not teaching, but resting at home.
  76. In *Bins [Nairobi] Services Limited v. Hardard Macharia Kariamburi* [2025] KECA 1726 [KLR], the Court of Appeal upheld the position that annual leave should be utilized within 18 months from the date of its accrual, under Section 28[4] of the *Employment Act*. If not utilized, the Court held that it is forfeited. This decision appears not to support the Grievant's entitlement to 3 years of annual leave.
  77. In any event there is evidence that she was not at school teaching, during school vacations. Her prayer for annual leave is declined.



78. The prayer for ex-gratia payment is baseless. It is not supported by her contract or the law, and is declined.
79. She worked for 3 years. She told the Court that she is an ECD-trained teacher, and a diploma-holder. Although she did not disclose if she secured an alternative position after she left the Respondent, her qualifications suggests she is employable. She did not cause or contribute to the circumstances surrounding her dismissal.
80. She is granted equivalent of 5 months' gross salary in compensation for unfair termination at Kshs. 78,050.
81. She is granted 1-month salary in lieu of notice, at Kshs. 15,610.
82. There was no basis for the Respondent to retain the Grievant in employment, for the period April to November 2020, if the Respondent was not able to pay her monthly salary, on account of the economic hardships caused by Covid-19.
83. The Respondent alleges that the contract was 'frustrated,' but even if this was correct, why retain the Grievant as an Employee, on a monthly stipend of Kshs. 1,300 only? What was she supposed to do with Kshs. 1,300 monthly?
84. There was no explanation to the Grievant that the balance of her monthly salary would not be paid. There is no contractual variation on record, placing the Grievant, on a monthly salary of Kshs. 1,300.
85. She merits and is granted, the balance of her salary, of Kshs. 14,310 for 8 months, amounting to 114,480.
86. The Claimant is granted costs of the Claim.
- It is ordered:-
- a. It is declared that termination was unfair.
  - b. The Respondent shall pay to the Grievant through the Claimant: compensation equivalent of 5 months' gross salary at Kshs. 78,050; notice at Kshs. 15,610; and balance of salary at Kshs. 114,480 – total Kshs. 208,140.
  - c. Costs to the Claimant.

**DATED, SIGNED AND DELIVERED ELECTRONICALLY AT NAIROBI, UNDER RULE 68[5] OF THE E&LRC [PROCEDURE] RULES, 2024, THIS 30TH DAY OF APRIL 2026.**

**JAMES RIKA**

**JUDGE**

