



**Kenya Engineering Workers Union v Metalart Engineers Limited (Cause 643 of 2019) [2025] KEELRC 944 (KLR) (27 March 2025) (Judgment)**

Neutral citation: [2025] KEELRC 944 (KLR)

**REPUBLIC OF KENYA  
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI  
CAUSE 643 OF 2019  
L NDOLO, J  
MARCH 27, 2025**

**BETWEEN**  
**KENYA ENGINEERING WORKERS UNION ..... CLAIMANT**  
**AND**  
**METALART ENGINEERS LIMITED ..... RESPONDENT**

**JUDGMENT**

1. The dispute between the parties, as disclosed by the Claimant in its Memorandum of Claim, relates to deduction and remittance of union dues. Declaration of redundancy affecting some of the Claimant's members is stated as a collateral issue.
2. The Claimant states its case in a Memorandum of Claim as amended on 18<sup>th</sup> March 2024. Despite due service, the Respondent did not respond to the Claimant's claim.

**The Claimant's Case**

3. The Claimant states that it has an existing Recognition Agreement with the Respondent. The Claimant accuses the Respondent of frustrating negotiation of a Collective Bargaining Agreement, by severally terminating the employment of unionisable employees recruited by the Union.
4. The Claimant claims to have recruited 23 of the Respondent's employees, with check off forms being forwarded to the Respondent, who declined to deduct and remit union dues as required by Section 48 of the *Labour Relations Act*.
5. The Claimant avers that on 12<sup>th</sup> October 2019, the Respondent went ahead to declare the Claimant's members; Milton Warinda Wangili, Geoffrey Masagwe Araka, Dennis Okanga, Isaac Itimo and Jonathan Muasya (the Grievants), redundant.



6. The Claimant accuses the Respondent of coercing the Grievants to sign contracts which ran contrary to the parties' Collective Bargaining Agreement. The Grievants are said to have been issued with fixed term contracts which were not renewed upon expiry, but the Grievants continued working.
7. The Claimant reported a trade dispute to the Ministry of Labour, upon which Mercy Maingi was appointed as Conciliator. The parties were invited for conciliation meetings and the Conciliator prepared a report with recommendations but the Respondent failed to implement the recommendations.
8. The Claimant accuses the Respondent of declaring the Grievants redundant in violation of the law. The Claimant adds that the Respondent did not pay the Grievants house allowance.
9. The Claimant seeks the following remedies:

- a. An order directing the Respondent to pay 2% of the gross salaries of the Claimant's members from the month of August 2019, from its own funds;
- b. A declaration that the Respondent's action of declaring the Grievants redundant was unlawful, unfair and unprocedural, therefore null and void;
- c. An order of reinstatement of the Grievants or in the alternative, payment of terminal benefits as follows:

Milton Warinda

- i. Notice pay (1 month).....Kshs. 25,665
- ii. House allowance (36 months).....162,690
- iii. Severance/service pay @ 20 days a year.....43,500
- iv. 12 months' salary in compensation.....33,495

Geoffrey Masagwe Araka

- i. Notice pay (1 month).....Kshs. 22,125
- ii. House allowance (24 months).....81,000
- iii. Severance/service pay @ 20 days a year.....25,000
- iv. 12 months' salary in compensation.....265,500
- v. Accrued annual leave.....44,250

Dennis Okanya

- i. Notice pay (1 month).....Kshs. 23,780
- ii. House allowance (24 months).....18,900
- iii. 12 months' salary in compensation.....285,360
- iv. Prorata leave.....11,363

Isaac Itimo

- i. Notice pay (1 month).....Kshs. 21,240
- ii. House allowance (24 months).....77,760
- iii. Severance/service pay @ 20 days a year.....24,000



iv.	12 months' salary in compensation.....	254,880
v.	Accrued annual leave.....	42,480
Jonathan Muasya		
i.	Notice pay (1 month).....	Kshs. 23,010
ii.	House allowance (60 months).....	210,600
iii.	Severance/service pay @ 20 days a year.....	65,000
iv.	12 months' salary in compensation.....	276,120
v.	Accrued annual leave.....	138,060

### **Findings and Determination**

10. By its Memorandum of Claim as amended on 18<sup>th</sup> March 2024, the Claimant seeks a wide range of remedies, spanning from deduction and remittance of union dues, relief for alleged unlawful redundancies and payment of terminal benefits.
11. In spite of these wide-ranging claims, the Claimant chose not to call any witnesses in support of its case. The Court therefore had no basis upon which it could grant any of the prayers sought.
12. In the result, the Claimant's entire claim fails and is dismissed with no order for costs.
13. Orders accordingly.

**DELIVERED VIRTUALLY AT NAIROBI THIS 27<sup>TH</sup> DAY OF MARCH 2025**

**LINNET NDOLO**

**JUDGE**

Appearance:

Mr. Makale (Union Representative) for the Claimant

No appearance for the Respondent

