



**Kenya Union of Domestic, Hotels, Educational Institutions and Hospital
Workers [KUDHEIHA] v Board of Management, Motigo Secondary School
(Cause E003 of 2024) [2025] KEELRC 1200 (KLR) (30 April 2025) (Judgment)**

Neutral citation: [2025] KEELRC 1200 (KLR)

**REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT KERICHO
CAUSE E003 OF 2024**

J RIKA, J

APRIL 30, 2025

BETWEEN

**KENYA UNION OF DOMESTIC, HOTELS, EDUCATIONAL INSTITUTIONS
AND HOSPITAL WORKERS [KUDHEIHA] CLAIMANT**

AND

**BOARD OF MANAGEMENT, MOTIGO SECONDARY
SCHOOL RESPONDENT**

JUDGMENT

1. The Claimant filed its Statement of Claim dated 13th February 2024.
2. The orders sought are: -
 - a. The Respondent is compelled to sign a recognition agreement with the Claimant, within 30 days of the Judgment.
 - b. Parties to negotiate and conclude a collective bargaining agreement within 90 days of the Judgment.
 - c. Costs of the Claim.
3. The Claimant states that it is a registered trade union. It represents non-teaching staff in private and public educational institutions. The Respondent is such an institution.
4. The Claimant recruited 11 out of 11 of the Respondent’s non-teaching staff. It forwarded check-off list to the Respondent, who acted on the list, by deducting and remitting trade union dues to the Claimant, in compliance with Section 48 of the *Labour Relations Act*.



5. The Claimant forwarded a copy of recognition agreement to the Respondent, which the Respondent did not sign.
6. The Respondent's Board invited the Claimant for a meeting to discuss the matter. The meeting was held on 1st October 2021. The Respondent advised the Claimant that the Board would deliberate, and revert to the Claimant. However, the Board's tenure lapsed in February 2021, without any communication on the subject, made to the Claimant.
7. The dispute was reported to the Ministry of Labour on 31st July 2023. A Conciliator was appointed. The Claimant made its representation before the Conciliator, while the Respondent kept away.
8. The Conciliator issued certificate of unresolved dispute, dated 23rd October 2023, paving way for presentation of this Claim.
9. The Respondent did not enter appearance or file response, and the Claim was scheduled for formal proof, on 19th March 2025.
10. Mr. Simiyu for the Claimant made brief submissions, relying on the pleadings and documents filed by the Claimant.

The Court Finds: -

11. There is no response to the Claim.
12. The dispute went before the County Labour Office, Bomet for conciliation.
13. Parties were invited by the Conciliator to make their representations, but the Respondent kept away, as it has kept away, from the proceedings herein.
14. There is no dispute therefore, that the Claimant recruited 11 out of 11 non-teaching staff of the Respondent.
15. The Respondent took the first step in acknowledging that its non-teaching staff are members of the Claimant, by deducting from their salaries, and remitting trade union dues to the Claimant, in compliance with Section 48 of the *Labour Relations Act*.
16. A draft recognition agreement was submitted by the Claimant to the Respondent. The Claimant was invited for a meeting with the Respondent's Board, and promised after the meeting, that the Respondent would make its position known after further deliberations. The Claimant waited, and nothing was coming.
17. Section 54[1] of the *Labour Relations Act* requires that a trade union is granted recognition, once it recruits a simple majority of the unionisable labour. The Claimant recruited 100% of the eligible staff.
18. Recognition is granted for purposes of collective bargaining. Once it is granted, parties must move on and collectively bargain, under Section 57 of the *Labour Relations Act*.
19. The Claimant has established that it merits recognition and the right to collectively bargain with the Respondent, on behalf of its members.

It is ordered: -

- a. The Respondent shall execute recognition agreement with the Claimant, within 30 days of this Judgment.



- b. Parties shall negotiate, execute and register a collective bargaining agreement, within 90 days of delivery of this Judgment.
- c. No order on the costs.

DATED, SIGNED AND DELIVERED ELECTRONICALLY AT KERICHO, THIS 30TH DAY OF APRIL 2025.

JAMES RIKA

JUDGE

