



Kenya Union of Domestic Workers, Hotels, Educational Institutions And Hospital Workers Union (KUDHEIHA) v Board of Management Magui Secondary School (Cause E014 of 2024) [2025] KEELRC 1585 (KLR) (26 May 2025) (Judgment)

Neutral citation: [2025] KEELRC 1585 (KLR)

**REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT KAKAMEGA
CAUSE E014 OF 2024**

**JW KELL, J
MAY 26, 2025**

BETWEEN

**KENYA UNION OF DOMESTIC WORKERS, HOTELS,
EDUCATIONAL INSTITUTIONS AND HOSPITAL WORKERS UNION
(KUDHEIHA) CLAIMANT**

AND

**THE BOARD OF MANAGEMENT MAGUI SECONDARY
SCHOOL RESPONDENT**

JUDGMENT

1. The court in judgment of 24th October 2024 postponed judgment on the issue of general wage increment under the proposed CBA between the parties as follows:-

“The Court on the dispute on salary increment being:- Whether the Respondent should give an increment to the worker’s salary as per the claimant’s proposal which is 30% increment for the first year and 20% second year or to adopt their salary increment proposal which is 0% first year and 0% second year. The Court returns that is not an expert on matters of economy and specifically on the capacity of the Respondent to absorb the proposed labour costs increment.

The Respondent’s position is against any wage increment stating it would collapse the institution. The Court cannot replace its preference with that of the parties’ freedom to agree on terms and conditions of employment. The Court lacking expertise to assess the ability of the Respondent to pay the proposed increment and at same time appreciating that the purpose of CBA is to improve existing terms and conditions of service of the trade union members, finds that this is a proper issue to be referred and is hereby referred to the Central Planning and Monitoring Unit of the Ministry of Labour and Social Protection to



prepare an expert report taking into account all the relevant parameters to assist the Court in determination of the issue. The report to be filed in Court in 30 days. The parties to be supplied with the report. The parties to appear before the Court on the 27th November 2024 to canvass on the report and for determination of the issue by the court. “

2. The court received the report of the Director, Central Planning and Projects Monitoring Department of the Ministry of Labour and Social Protection dated 24th January 2025. The union filed their written submissions dated 21st March 2024(sic) and received in court on the 21st March 2025.
3. The parties on the 12th May 2025 informed the court that they were in agreement with the report by the Director of the Central Planning and Projects Monitoring Department of the Ministry of Labour and Social Protection dated 24th January 2025.
4. The Court adopts the said decision on general wage increment at 6.35% per annum as advised by the Director as follows:- “The respondent, being a public institution, a Basic Education Institution, is dependent on Government Funding-Capitation -to run its activities which is pegged on students' enrolment and does not have any other source of income apart from parents who pays some money annually to supplement the Government funding.
 - i. The school is located in a low-income area and at times parents struggle to clear fees on time thus adding to the school's financial woes-which have at times led to it taking overdraft facilities from local banks to keep it afloat.
 - ii. The fact that there are only two items for determination i, e the effective date and general wage increase, shows that both parties are determined to conclude the negotiations fostering growth and prosperity for everyone involved.
 - iii. The respondent has shown commitment to signing the first ever Collective Agreement and the Court has expressed itself on the effective period-that's the period between 1/7/2024 and 30/6/2026.
 - iv. The Claimant demand for a 30% and 20% wage increment for the two years respectively would lead to an additional Wage bill of over Ksh 1.6M which in my opinion is unsustainable.
 - v. In analyzing the CPI entitlement, consideration is given to the period of an outgoing CBA. In this instance, there is no outgoing CBA for what exists is a recognition agreement dating way back to 8th October, 2010.
 - vi. To foster industrial harmony, and to safeguard the gains already made in the non-contentious clauses, we will assume a two-year period preceding the advised effective period as our criteria for calculating a fair and balanced wage increment.
 - vii. The percentage change in Consumer Price Index (CPI) for the said period is 12.70% or precisely 6.35% per annum which is our considered recommendation for the general wage increase.”
5. In the final decision in the matter, the parties having agreed on the 12th May 2025 to abide by the report of the Director, on the outstanding issue of general wage increment, the Court adopts the report of the Director, Central Planning and Projects Monitoring Department of the Ministry of Labour and Social Protection dated 24th January 2025. and awards 6.35% general wage increment per annum under the proposed CBA. The parties should proceed and sign the proposed CBA after the changes.

It is so Ordered.



**DATED, SIGNED, AND DELIVERED IN OPEN COURT AT NAIROBI THIS 26TH DAY OF MAY ,
2025.**

J.W. KELI,

JUDGE.

IN THE PRESENCE OF:

Court Assistant: Otieno

Claimant : Oyatta

Respondent:-Absent

