



**Kenya Shoe and Leather Workers Union v Finlay Brushware Ltd (Cause E809 of 2024) [2025] KEELRC 1528 (KLR) (22 May 2025) (Judgment)**

Neutral citation: [2025] KEELRC 1528 (KLR)

**REPUBLIC OF KENYA  
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI  
CAUSE E809 OF 2024**

**S RADIDO, J**

**MAY 22, 2025**

**BETWEEN**

**KENYA SHOE AND LEATHER WORKERS UNION ..... CLAIMANT**

**AND**

**FINLAY BRUSHWARE LTD ..... RESPONDENT**

**JUDGMENT**

1. The Kenya Shoe & Leather Workers Union (the Union) sued Finlay Brushware Ltd (the Respondent) on 26 September 2024, and it stated the Issue in Dispute as:
  - i. Refusal by the Management to sign recognition agreement.
  - ii. Refusal by the Management to deduct and remit union dues.
2. The Respondent filed a Response on 25 October 2024, prompting the Union to file a Reply to Response on 2 November 2024.
3. On 19 November 2024, the Court urged the parties to attempt out of court settlement. The parties settled the issue of the deduction of union dues leaving the question on recognition agreement for the Court's determination.
4. The Cause was heard on 11 March 2025. The Union opted not to lead any evidence. The Respondent's Human Resources Manager testified.
5. The Union filed its submissions on 19 March 2025, and the Respondent on 2 April 2025.
6. The Court has considered the pleadings, evidence and submissions (the Court will disregard the evidentiary documents attached to the Union's submissions as submissions cannot be used to sneak in or produce evidence).



## **Recognition agreement**

7. Section 54(1) of the *Labour Relations Act* sets the threshold that a trade union seeking recognition from an employer should meet. It is a simple majority threshold.
8. The Union did not disclose in the Statement of Claim how many unionisable employees of the Respondent it had recruited (despite filing Form S).
9. The Union also failed to reveal the total number of the Respondent's unionisable employees (a copy of a report dated 1 August 2024 by the Conciliator appointed by the Cabinet Secretary, Labour stated that the Union had recruited 78 out of 100 unionisable employees).
10. An affidavit that had been filed in Court by the Union in support of a Motion seeking interim orders deponed that the Union had recruited 144 out of 250 unionisable employees. The affidavit was sworn on 25 September 2024.
11. It is apparent that the records filed in Court by the Union disclose an inconsistent number of the Respondent's unionisable employees.
12. Regrettably, the Union failed to call a witness to produce the Conciliator's report and or explain the discrepancy in the total number of the Respondent's unionisable employees (a document becomes evidence only after production on oath by a witness or through an affidavit).
13. Without even examining the testimony of the Respondent's witness, the Court can conclude that the Union did not establish its case to the required standard.
14. The Union must go back to the drawing board and, when it has achieved the legal threshold, seek recognition from the Respondent.
15. The Respondent should also cooperate with the Union as it seeks to organise. Industrial peace can only become a reality where capital and labour work together for their mutual benefit.

## **Conclusion and Orders**

16. Flowing from the above, the Court finds no merit in the Cause, and it is dismissed.
17. Due to the social partnership between the parties, no order on costs.

**DELIVERED VIRTUALLY, DATED AND SIGNED IN NAIROBI ON THIS 22<sup>ND</sup> DAY OF MAY 2025.**

**RADIDO STEPHEN, MCI Arb**

**JUDGE**

Appearances

For Claimant Mr Julius Maina, Industrial Relations Officer

For Respondent Mr Sanjay instructed by Gopichandra & Co. Advocates

Court Assistant Wangu

