



Kenya Union of Commercial, Food and Allied Workers v Kangunu Farmers Society Limited (Employment and Labour Relations Cause E035 of 2024) [2025] KEELRC 1325 (KLR) (9 May 2025) (Judgment)

Neutral citation: [2025] KEELRC 1325 (KLR)

**REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NYERI
EMPLOYMENT AND LABOUR RELATIONS CAUSE E035 OF 2024**

ON MAKAU, J

MAY 9, 2025

BETWEEN

KENYA UNION OF COMMERCIAL, FOOD AND ALLIED WORKERS CLAIMANT

AND

KANGUNU FARMERS SOCIETY LIMITED RESPONDENT

JUDGMENT

Introduction

1. The Claimant is a registered trade union while respondent is a farmers Cooperative Society. The two have a recognition agreement and together they have concluded collective Bargaining Agreements (CBAs). On 27th October 2023 the two concluded a trade dispute under ELRC Cause No.E034 of 2022 which involved CBA for 2016-2018 and 2018-2020. The court awarded salary increase at the rate of 6.5% for 2016-2018 and 6.5% for 2018-2020.
2. On 23rd November 2023, the parties signed the two CBAs as directed by the court and calculated the arrears payable for the four years. On 15th January 2024, the claimant forwarded the calculation to the respondent and it was received on 16th January 2024. However, on 17th January 2024 the respondent informed the claimant that it would not implement the new salaries.
3. As a result of the foregoing matters, the claimant lodged a trade dispute at the Ministry of Labour on 17th January 2024 but the same was not resolved since the respondent failed to cooperate. Therefore, the claimant brought this suit seeking the following reliefs: -
 - a. That the Respondent to implement the Collective Bargaining Agreements and pay the new salaries with immediate effect as per the schedules dated 15th January 2024 which were received by the Respondent on 16th January 2024 and marked as App 6(a) herein.



- b. That upon implementation of the Collective Bargaining Agreements members of staff to start enjoying new salaries for the period 1st October 2019.
 - c. That the Respondent upon implementation of the Collective Bargaining Agreements 2016/2018 and 2018/2020 pay the staff arrears of Kshs.1,507,963.20 as a result of the four years' increment and as per the calculations dated 15th January 2024 and marked App 6(b) herein within thirty days from the date of the judgment.
 - d. That the Respondent to pay in (ii) above in interest at court rate from the date the Collective Bargaining Agreements were signed.
 - e. That the cost in claimant favour
4. The respondent was served with the claim and the summons but it failed to enter appearance and defend the suit. Consequently, the suit proceeded by Formal proof on 13th January 2025 when the claimant's Murang'a Branch Secretary, Ms Monicah Muthoni Kiarie testified as CW1. Her evidence was basically that the court should enter judgment directing the respondent to implement the said two CBAs and pay the new salaries plus arrears of Kshs.1,507,963.20.
 5. After the hearing, the claimant filed written submissions which basically repeated the facts in his pleadings.

Determination

6. I have considered the pleadings, evidence and submissions, and the only issue for determination is whether the claimant is entitled to the reliefs sought. As observed above, the respondent did not enter appearance to dispute the facts of the case. There is a judgment of this court dated 27th October 2023 awarding salary increments of 6.5% under 2016-2018 CBA and also under the 2018-2020 CBA. There is also CBA for 2018-2020 signed by the parties after the said judgment.
7. It follows that the respondent is bound to implement the CBA in line with the said judgment. I need therefore not belabor the point as the respondent did not appear in court to dispute this claim including the salary arrears of Kshs.1,507,963.20 which was computed after signing the CBA.
8. Accordingly, I enter judgment for the claimant by granting it the following orders:
 - i. That the Respondent is ordered to implement the Collective Bargaining Agreements and pay the new salaries with immediate effect as per the schedules dated 15th January 2024 which were received by the Respondent on 16th January 2024 and marked as App 6(a) herein.
 - ii. That upon implementation of the Collective Bargaining Agreements members of staff to start enjoying new salaries for the period 1st October 2019.
 - iii. That the Respondent upon implementation of the Collective Bargaining Agreements 2016/2018 and 2018/2020 to pay the staff arrears of Kshs.1,507,963.20 as a result of the four years' increment and as per the calculations dated 15th January 2024 and marked App 6(b) herein within thirty days from the date of the judgment.
 - iv. That the Respondent to pay costs and interest at court rate from the date of filing the suit herein.
 - v. That the cost shall be in claimant favour.

DATED, SIGNED AND DELIVERED AT NYERI THIS 9TH DAY OF MAY, 2025.



ONESMUS N MAKAU

JUDGE

Order

This judgment has been delivered to the parties via Teams video conferencing with their consent, having waived compliance with Rule 28 (3) of the ELRC Procedure Rules which requires that all judgments and rulings shall be dated, signed and delivered in the open court.

ONESMUS N MAKAU

JUDGE

