



**Kenya Union of Domestic, Hotels Educational Institutions & Hospitals
Workers (KUDHEIHA) v Board of Management, Majango Secondary School
(Cause E070 of 2024) [2025] KEELRC 1789 (KLR) (18 June 2025) (Judgment)**

Neutral citation: [2025] KEELRC 1789 (KLR)

**REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT KISUMU
CAUSE E070 OF 2024
NZIOKI WA MAKAU, J
JUNE 18, 2025**

BETWEEN

**KENYA UNION OF DOMESTIC, HOTELS EDUCATIONAL INSTITUTIONS &
HOSPITALS WORKERS (KUDHEIHA) CLAIMANT**

AND

**THE BOARD OF MANAGEMENT, MAJANGO SECONDARY
SCHOOL GRIEVANT**

JUDGMENT

1. The Claimant vide a memorandum of claim filed on 10th September 2024 sought resolution of a dispute it framed as the refusal by the Respondent to pay the benefits for Mr. Omondi Vincent Odhiambo (the Grievant). It was asserted that the Respondent failure to pay the Grievant his half salary when the said employee was on suspension for 19 months. The Respondent claimed service gratuity, unpaid half salary for the 19 months during suspension, unpaid annual leave for 36 months, house allowance that had been unpaid for 36 months and underpayment of wages for 36 months. This is the dispute that led the Claimant Union to refer the matter to the County Labour Office Kisumu. The dispute was conciliated with the Conciliator issuing a recommendation for the payment of the benefits outlined hereabove. The Respondent’s arguments were that the Grievant had been adjudged of being guilty of failing to prevent a felony hence the dismissal. The suspension took place on 3rd February 2020 and after charges in the criminal court, the Grievant was found guilty. The Respondent asserted that it owed the Grievant nothing as at the point of going on suspension.
2. The Respondent only sent Ms. Elizabeth Owuondo the Secretary to the Board of Management (BOM) Majango Secondary who indicated the School wished to engage the State Counsel Kisumu to handle the matter. That was the only appearance by the Respondent and there was no representative at the subsequent scheduled court appearances.



3. The Court directed parties to file submissions and the Claimant submitted the withholding of terminal benefits was unlawful. The Claimant submitted that even before the conciliation process took place, it wrote to the Respondent seeking to resolve the matter amicably. It was only after the Claimant noted the unwillingness of the Respondent to resolve the matter was the case referred to the County Labour Office. The dispute was unresolved hence the issuance of a certificate of unresolved dispute. The Claimant submitted that as at the time of termination of his services, the Grievant was the head of security and was earning a basic salary of Kshs. 14,150/-. It was submitted that the nonchalant attitude of the Respondent was deliberate effort to decline to have the matter resolved. The Claimant submitted that the Respondent should pay the half salary for the 19 months of suspension which it calculated to be Kshs. 134,425/-. It also sought unpaid house allowance for 36 months amounting to Kshs. 76,410/-. It also sought costs of the suit which it self-assessed as Kshs. 20,000/-.

Determination.

4. The Grievant was suspended from duty for alleged failure to prevent a felony. During the time of his suspension, he was entitled to receive $\frac{1}{2}$ salary. He did not receive the sum and as such the Respondent is liable to pay the half salary that was due – Kshs. 134,425/-. The Court has considered the claim for house allowance. The Grievant was not a civil servant and the circular relating to the grades and payment of civil servants signed by Prof. Margaret Kobia the Cabinet Secretary, Ministry of Public Service, Youth and Gender did not apply to him. The School may have been a public school but not all the people employed by the Board of Management were civil servants. The Grievant was paid a sum that was generous for a supervisor in the security sector in Kisumu. The sum was sufficient to cover house allowance. There was no evidence the sum had ever been claimed from the Respondent if indeed it was true. As such I reject the claim on house allowance.
5. The other claims fell by the wayside after the Conciliator heard the parties before she issued the certificate. It is my considered view she did not see merit in them and neither does this Court. In the final analysis, I enter judgment for the Grievant as follows:-
 - a. Unpaid $\frac{1}{2}$ salary for 19 months – Kshs. 134,425/-
 - b. Costs of the suit – Kshs. 20,000/-
 - c. Interest on the sum in (a) above at court rates from the date of judgment till payment in full.

Orders accordingly.

DATED AND DELIVERED AT KISII THIS 18TH DAY OF JUNE 2025

NZIOKI WA MAKAU, MCIArB.

JUDGE

