



REPUBLIC OF KENYA



**Kudheiha Workers v Board of Management, Kapropita Girls High School  
(Cause E048 of 2023) [2025] KEELRC 2279 (KLR) (31 July 2025) (Judgment)**

Neutral citation: [2025] KEELRC 2279 (KLR)

**REPUBLIC OF KENYA  
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAKURU  
CAUSE E048 OF 2023**

**J RIKA, J  
JULY 31, 2025**

**BETWEEN**

**KUDHEIHA WORKERS ..... CLAIMANT**

**AND**

**BOARD OF MANAGEMENT, KAPROPITA GIRLS HIGH  
SCHOOL ..... RESPONDENT**

**JUDGMENT**

1. The Claim herein is undefended.
2. The Statement of Claim, dated 29th September 2023 contains the following prayers: -
  - a. The Respondent is compelled to execute a recognition agreement with the Claimant.
  - b. Parties are ordered to negotiate and concluded a collective agreement without delay.
  - c. The Respondent is ordered to deduct and remit trade union dues, in favour of the Claimant.
  - d. The Respondent is restrained from victimizing the Claimant's members, on account of their association with the Claimant.
  - e. Costs, and any other suitable relief.
3. The Respondent was served with the summons on 9th October 2023, through its Deputy Principal, Beatrice Koech. There is an affidavit of service on record, sworn by Court Process-Server Morris Linyonyi Ayiego, on 23rd October 2023. The Respondent did not enter appearance or file any response, and failed to attend any of the Court's sessions.
4. The Claim was heard on 13th May 2025, through the submissions of Hezron Onuong'a, a representative of the Claimant Union.



5. He submitted that the Claimant recruited 33 Employees of the Respondent, out of a maximum labour force of 35 Employee, from 26th February 2020, representing 94% of the total unionisable labour force.
6. It continued recruiting. From 26th May 2022 it recruited 25 Employees, out of 34 Employees, equivalent of 74% majority.
7. Check-off forms were in all instances, forwarded to the Respondent. A standard copy of recognition agreement was forwarded, requiring the Respondent to act on it.
8. The Respondent did not act on it, and the Claimant reported the existence of a trade dispute to the Labour Office. The Respondent did not participate in meetings called by the Conciliator. A certificate of unresolved dispute issued, paving way for presentation of the dispute before the Court.
9. The Claimant exhibits the following documents: check-off forms; letters authorizing deduction and remittance of trade union dues; letter forwarding model recognition agreement; copy of the model recognition agreement; certificate of unresolved dispute from the Labour Office; and 2 letters from 2 Employees, recanting their membership of the Claimant.

**The Court Finds: -**

10. The evidence and submissions of the Claimant on record, are adequate to establish that the Claimant Union, merits recognition by the Respondent.
11. It on 2 separate occasions, recruited in excess of a simple majority, required for purposes of recognition under Section 54 of the [Labour Relations Act](#), 2007.
12. Once recognition is granted, an Employer is under legal obligation to conclude a collective agreement with the recognized Trade Union, pursuant to Section 57 of the [Labour Relations Act](#).
13. Check-off forms and the model recognition agreement were forwarded to the Respondent. The Respondent did not act on them. The dispute was reported to the Labour Office. The Respondent did not participate in conciliation process.
14. The Respondent shall negotiate and conclude a collective bargaining, without further delay, as prayed by the Claimant.
15. There were orders issued at the interlocutory stage, on 9th October 2023, and 13th February 2024 in favour of the Claimant.
16. The first was an order of injunction, restraining the Respondent from victimizing the Claimant's members on account of their association with the Claimant. The second affirmed the first order, but also compelled the Respondent to recognize the Claimant Union. It is not clear why the substantive order of recognition, was granted through an interlocutory order.
17. The Court shall however confirm these orders, as part of the decree.
18. The last issue relates to deduction and remittance of trade union dues. The Respondent has an obligation to deduct and remit trade union dues, from members of the Claimant, who have not recanted their membership.

It is ordered: -

- a. The Respondent shall execute a recognition agreement with the Claimant.
- b. Without further delay, the Respondent shall negotiate and concluded a collective agreement with the Claimant.



- c. The Respondent is restrained from victimizing the Claimant's members, on account of their association with the Claimant.
- d. The Respondent shall deduct and remit trade union dues to the Claimant, with respect to all the members of the Claimant.
- e. No order on the costs.

**DATED, SIGNED AND RELEASED TO THE PARTIES ELECTRONICALLY AT NAKURU, THIS 31ST DAY OF JULY 2025.**

**JAMES RIKA**

**JUDGE**

