



IN THE INDUSTRIAL COURT OF KENYA AT NAIROBI.

(Present: Charles P. Chemmutut, J.)

CAUSE NO.86 OF 2003.

TAILORS & TEXTILES WORKERS' UNION.....Claimants.

v.

NGECHA INDUSTRIES LTD.....Respondents.

Issues in Dispute:-

1. Annual Leave.
2. Sick Leave.
3. Redundancy.
4. Death of an Employee.
5. Retirement.
6. Termination of Employment.
7. General Wage Increment.
8. Minimum Wage.
9. Housing Allowance.
10. Night Shift Allowance.
11. Leave Travelling Allowance.
12. Medical Treatment.

No appearance for the Claimants (hereinafter called the Union).

No appearance for the Respondents (hereinafter called the Company).

AWARD BY CONSENT.

The Notification of Dispute, Form "A", dated 12th April, 2002, together with the statutory certificates from the Labour Commissioner under Section 14(9)(e) of the Trade Disputes Act, Cap.234, Laws of Kenya, were received by the Court on 10th September, 2003. The Union submitted its memorandum on 31st October, 2003, while the Company filed its reply statement on 17th February, 2004.

Consequently, the matter was adjourned on a couple of occasions on the joint application of the parties to enable them explore the possibility of an amicable settlement out of Court; and this morning, the parties presented a memorandum of settlement of 7 out of 12 issues, re: Nos. 7, 9, 12, 11, 1, 10 and 4 respectively, hereinabove, and duly signed by Mr. William Muga Aketch, General Secretary, Mr. Francis Muthuri, Branch Secretary, and Mr. Cosmas Orowe, on behalf of the Union and Mr. Raju Raja, Director, on behalf of the Company. The memorandum of settlement was witnessed by M. Onyango (Mrs), Senior Executive Officer, F.K.E. The parties prayed that an award by consent be entered in terms of the said settlement, which is reproduced below:-

"1) General Wage Increase.

6% for the first year and a further 6% for the second year.

2) Housing Allowance.

Kshs.1,400/= for the duration of the CBA.

3) Medical Treatment.

As per Medical Treatment Rules (1977).

4) Leave Travelling Allowance.

Kshs.1,300/= for the duration of the CBA.

5) Annual Paid Leave.

23 working days per annum.

6) Night Shift Allowance.

Kshs.20/= per night shift worked.

7) Death of an Employee.

Parties agreed that the employer will contribute Kshs.11,000/= towards funeral expenses in the event of death of an employee.

All remaining clauses of the CBA will be retained as per outgoing CBA.”

The parties are silent on issues Nos. 2, 3, 5, 6 and 8, hereinabove; and this being the case, the same are treated as dropped.

In my humble view, the terms of the settlement are fair and reasonable, and I award as prayed for in terms thereof.

DATED and given at Nairobi this 27th day of July, 2004.

Charles P. Chemmutut,

JUDGE.