



**REPUBLIC OF KENYA**

**IN THE INDUSTRIAL COURT OF KENYA**

**AT NAIROBI.**

**(Present: Charles P. Chemmutut, J.)**

**CAUSE NO.52 OF 2001.**

**KENYA CHEMICAL & ALLIED WORKERS' UNION.....Claimants.**

**- v -**

**CROWN-BERGER KENYA LTD.....Respondents.**

**Issue in Dispute:**

**“Dismissal/termination of Mr. Peter S. Ndale and George Amugune”.**

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

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

**A W A R D.**

The Minister for Labour referred this dispute to the Court for consideration and determination on 7<sup>th</sup> May 2001, in accordance with the powers vested in him by Section 8 of the Trade Disputes Act, Cap.234, Laws of Kenya (which is hereinafter referred to as the Act). The reference, together with the statutory certificates from the Labour Commissioner and the Minister himself under Section 14, subsection (9)(e) and (f) of the Act, were received by the Court on 10<sup>th</sup> May 2001, and the dispute was listed for mention on 15<sup>th</sup> June 2001. On this occasion Messrs. Talib Ouko and L.W. Kariuki, who appeared for the parties respectively, were directed to submit or file their written memoranda or statements on or before 31<sup>st</sup> August and 28<sup>th</sup> September 2001, and the dispute was fixed for hearing on 9<sup>th</sup> October 2001. The Union submitted its memorandum on 31<sup>st</sup> August 2001, but the Company failed to file its reply thereto as directed. On 9<sup>th</sup> October 2001, the dispute was rescheduled for hearing by mutual agreement to to-day, i.e. 22<sup>nd</sup> January 2002, and the Company was granted an extension to file its reply statement on or before 9<sup>th</sup> November 2001, but again it failed to comply.

However, the parties filed or submitted a memorandum of settlement yesterday, under cover of a letter, Ref: KCAAWU/IC/H-S/1/2002, dated 19<sup>th</sup> January 2002, from Mr. Were D. Ogotu, National General Secretary, wherein it is prayed that an award by

consent be entered in terms of the settlement as follows:-

1. Peter Ndale.

i) 7 days notice =  $7 \times 113.60$  = Kshs. 795.20

ii) Leave due =  $50 \text{ months} \times 1.75 \times 113.60$  = Kshs.9,940.00

iii) Service gratuity =  $3 \text{ years} \times 15 \text{ days} \times 113.60$  = Kshs.5,112.00

**Total Amount = Kshs.15,847.20**

2. George Amugune:

i) 7 days notice =  $7 \times 119.55$  = Kshs. 836.35

ii) Leave due =  $58 \text{ months} \times 1.75 \times 119.55$  = Kshs.12,134.325

iii) Service gratuity =  $3 \text{ years} \times 15 \text{ days} \times 119.55$  = Kshs. 5,379.75

**Total = Kshs.18,350.925**

In my opinion, the terms of the settlement are fair and reasonable, and I award accordingly.

**DATED** and given at Nairobi on 22<sup>nd</sup> day of January, 2002.

Charles P. Chemmutut,

**JUDGE.**