



IN THE INDUSTRIAL COURT OF KENYA

AT MOMBASA.

(Before: Charles P. Chemmutut, J.,

A.K. Kerich & A.B. Ongaro, Members.)

CAUSES NOS. 112 & 113 OF 2001.

KENYA SHIPPING, CLEARING & WAREHOUSES WORKERS' UNIONClaimants.

- v -

TOPAZ TRANSPORT CO. LTD.....Respondents.

Issue in Dispute:-

“Wrongful dismissal of Messrs. Timothy Musyoki Wambua, Joseph Afundi Limosi and James Ondila Hagono” (hereinafter called the grievants).

R.O. Abwoga, Deputy Secretary General, for the Claimants (hereinafter called the Union).

J.N. Namasake, Principal Executive Officer , F.K.E., for the Respondents (hereinafter called the Company).

A W A R D.

The Notifications of Dispute, Forms ‘A’, both dated 25th September 2001, together with the statutory certificates from the Labour Commissioner and the Minister for Labour under Section 14, subsections (7) and (9)(e) and (f) of the Trade Disputes Act, Cap.234, Laws of Kenya, were received by the Court on 24th December 2001, and the disputes were consolidated and listed for mention on 17th January, 2002. On this occasion, the Union submitted its memorandum to which the Company was directed to file its reply statement on or before 15th February 2002, and the dispute was fixed for hearing to-day, i.e. 26th March 2002. The Company belatedly filed its reply statement this morning.

After brief negotiations, however, the parties recorded and presented a memorandum of settlement, duly signed by Mr. E.D. Mtwanguo, General Manager, on behalf of the Company, and Messrs. R.O. Abwoga and J.O. Tongi, Deputy Secretary General and Assistant Secretary General respectively, on behalf of the Union. The memorandum of settlement was witnessed by Mr. J.N. Namasake . The parties prayed that an award by consent be entered in terms of the settlement as follows:-

- (1) That the dismissal of the first and second grievants be and is hereby reduced to normal termination of service and that they will be paid their terminal benefits in terms of the collective agreement between the parties in force at the material time. In addition, they will also be paid one month's and three months' salary respectively as compensation for loss of employment.
- (2) That the third grievant has already been paid his full and final terminal benefits in accordance with the recommendation of the Minister for Labour, and that he has no further claim whatsoever against the Company.

In my considered opinion, the terms of the settlement are fair and reasonable, and I award as prayed for and close the file.

DATED and given at Mombasa this 26th day of March, 2002.

Charles P. Chemmutut,

JUDGE.