



**IN THE INDUSTRIAL COURT OF KENYA**

**AT NAIROBI.**

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

**CAUSE NO.26 OF 2001.**

**KENYA UNION OF COMMERCIAL, FOOD & ALLIED WORKERS.....Claimants.**

**- v -**

**KENYA REINSURANCE CORPORATION.....Respondents.**

**Issue in Dispute:-**

**“Dismissal of Mr. Philip Kisiero” (hereinafter called the grievant).**

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

J.N. Namasake, Principal Executive Officer, F.K.E., for the Respondents (hereinafter called the Corporation). **A W A R D.**

On 15<sup>th</sup> March 2001, the Minister for Labour referred this dispute to the Court for consideration and determination in accordance with the powers vested on 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 19<sup>th</sup> March 2001, and the dispute was listed for mention on 29<sup>th</sup> March 2001. On this occasion, Messrs. K.A. Luvega and R.M. Muthanga, who appeared for the parties respectively, were directed to submit or file their respective written memoranda or statements on or before 30<sup>th</sup> April and 30<sup>th</sup> May 2001, and the dispute was fixed for hearing on 4<sup>th</sup> July 2001. Mr. H. Olilo Nyumba for the Union submitted his memorandum on 4<sup>th</sup> May 2001 and Mr. Jason N. Namasake for the Corporation belatedly filed his reply statement on 10<sup>th</sup> October 2001.

As the case progressed in this Court, however, the parties have to-day come to an amicable settlement; and this morning, Mr. Namasake presented the memorandum of agreement to the Court, duly signed by Mr. D. Kipchoge, Assistant Manager, Human Resources, on behalf of the Corporation, and Mr. C.W. Kisiero, Deputy Director of Organisation, on behalf of the Union. The memorandum of agreement was also signed by the grievant himself, and witnessed by Mr. J.N. Namasake. The parties prayed that an award by consent be entered in terms of the settlement, which is reproduced below:-

“(1) Mr. Philip Kisiero’s dismissal be reduced to normal termination to enable him be paid all his benefits in accordance with the CBA at the time of his dismissal.

(2) In addition Mr. Kisiero to be paid seven months basic salary for loss of employment”.

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

**DATED** and given at Nairobi this 21<sup>st</sup> day of June 2002.

Charles P. Chemmutter,

**JUDGE.**