



REPUBLIC OF KENYA



**KENYA LAW**  
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**IN THE INDUSTRIAL COURT OF KENYA**  
**AT NAIROBI.**

(Before: Charles P. Chemmutut, J.,

J.M. Kilonzo & A.K. Kerich, Members.)

**CAUSE NO.36 OF 2001.**

**BAKERY, CONFECTIONERY, MANUFACTURING  
& ALLIED WORKERS' UNION.....Claimants.**

- v -

**MECCA QUALITY BAKERY LTD.....Respondents.**

**Issues in Dispute:-**

**Terms and conditions of service, consisting of:-**

1. **Termination of Employment.**
2. **Redundancy.**
3. **Warning**
4. **Serious Offences.**
5. **Duration of Working Periods.**
6. **Wage Rates.**
7. **Overtime.**
8. **Overtime (Gazetted Public Holidays).**
9. **Public Holidays.**
10. **Annual Leave.**
11. **Leave Travelling Allowance.**
12. **Compassionate Leave.**
13. **Sick Leave.**
14. **Maternity Leave – Female Employees.**
15. **Absenteeism.**
  16. **Certificate of Service.**
  17. **Effective Date and Duration.**
  18. **Protective Clothing.**
  19. **Medical Treatment.**
  20. **Night Transport.**
  21. **Retirement Age and Gratuity.**
  22. **Housing Allowance.**
  23. **Wages.**
  24. **Letter of Appointment.**
  25. **Death of an employee.**
  26. **Night Shift Allowance.**
  27. **Appendix “A” (Category D.).**
  28. **Appendix “B”.**
  29. **Appendix “C”.**

G.M. Muchai, National Secretary General, for the Claimants, (hereinafter called the Union).  
No appearance for the Respondents (hereinafter called the Company).

## A W A R D.

On 28<sup>th</sup> March 2001, the Minister for Labour referred this dispute to the Court for consideration and determination under 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 statutory certificate from the Labour Commissioner under Section 14, subsection (9)(e) of the Act, were received by the Court on 5<sup>th</sup> April 2001. The dispute was then listed for mention on 12<sup>th</sup> April 2001, when Mr. Muchai appeared for the Union but there was no appearance for the Company. In spite of the latter's absence, however, the Union were directed to submit their written memorandum on or before 14<sup>th</sup> May 2001, while the Company were allowed to file their reply statement on or before 14<sup>th</sup> June 2001, and the dispute was fixed for hearing on 10<sup>th</sup> July 2001. The matter lingered on in Court until 15<sup>th</sup> November 2001, when it was brought up for another mention. On this occasion, Mr. Muchai again appeared for the Union but the Company persisted in their non-appearance. Since the Union did not submit their memorandum as directed hereinabove, the parties were, therefore, ordered to submit their respective memorandum and reply statement on or before 30<sup>th</sup> November and 31<sup>st</sup> December 2001, and the dispute was fixed for hearing on 5<sup>th</sup> March 2002. The Union belatedly submitted their memorandum on 5<sup>th</sup> February 2002, but the Company did not file any reply statement thereto.

On 5<sup>th</sup> March 2002, Messrs. Muchai and Salim Amman Said, who appeared for the parties respectively, informed the Court that they had settled issues Nos.1 to 10, 12 to 19, 21, 23 to 26 and 28 and 29, and requested for an adjournment to enable them explore the possibility of an amicable settlement or compromise of the remaining issues, i.e. Nos.11, 20, 22 and 27. The request or application for adjournment was granted; and by mutual agreement of the parties, the dispute was fixed for hearing on 4<sup>th</sup> June 2002, if the need arose. Meanwhile, the Company were allowed to file their reply statement, if any, on or before 15<sup>th</sup> April 2002. They neither filed their reply statement nor appeared in Court for hearing on the said date, i.e. 4<sup>th</sup> June 2002, and no reasons were given or forthcoming for their default. The matter was, therefore, heard ex-parte.

Since the Company have neither filed their reply statement to the Union's memorandum nor appeared on 4<sup>th</sup> June 2002 during the hearing of the dispute, the demands are allowed as prayed for by the Union, and I award as follows:-

1. Clause II: Leave Travelling Allowance.

An employee be paid Kshs.1,250/= as leave traveling allowance with effect from 1<sup>st</sup> June 1997.

2. Clause 20: Night Shift Allowance.

An employee be paid 30% of his or her basic wage as night shift allowance with effect from 1<sup>st</sup> June 1997.

3. Clause 22: Housing Allowance.

An employee be paid Kshs.1.200/= per month as housing allowance with effect from 1<sup>st</sup> June 1997.

4. Clause 27: Appendix "A", Category D – Minimum wage for a Single

Hand Baker or Confectioner, Overman and Charge Hand Baker.

A Single Hand Baker or Confectioner, Overman and Charge Hand Baker be paid a minimum wage of Kshs.3,448/= per month with effect from 1<sup>st</sup> June 1997.

I so order.

**MEMBERS**– We agree.

**DATED** and delivered at Nairobi this 17<sup>th</sup> day of July 2002.

Charles P. Chemmutut,  
**JUDGE.**