



IN THE INDUSTRIAL COURT OF KENYA AT MOMBASA.
CAUSE NO. 14 OF 2002.

(Before: Charles P. Chemmutut, J.,

J.M. Kilonzo & J.C. Odaga, Members.)

KENYA SHIPPING, CLEARING & WAREHOUSES WORKERS' UNION.....Claimants.

- v -

SWIFE LTD.....Respondents.

Issue in Dispute:-

“Termination of service of Mr. G. Mutisya Mwangela and Lucy Tabu John.”

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 Notification of Dispute, Form ‘A’ , dated 25th September 2001, together 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 15th March 2002. The Union submitted their memorandum on 11th April 2002, and the Company filed their reply statement on 15th August 2002.

This morning, the parties presented to the Court a memorandum of settlement hereof, dated 28th August 2002, duly signed by Mr. L.M. Ochanda and Mr. J.M. Mwendwa, Managing Director and Chief Accountant respectively, on behalf of the Company, and Mr. Robert O. Abwoga, and Mr. 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, Principal Executive Officer, F.K.E. The parties prayed that an award by consent be made or entered in terms of the settlement, which is reproduced below:-

“1. MR. GEORGE MUTISYA MWONGELA (GRIEVANT NO.1)

In addition to the net terminal benefits amounting to Kshs.8,003/= paid to the grievant *vide* cheque No.002009, he should be paid an *ex-gratia* payment equivalent to three months’ basic wages amounting to Kshs.16,839/=.

2. Ms. LUCY TABU JOHN (GRIEVANT NO.2)

That Ms. Lucy Tabu John’s dismissal be reduced to normal termination and be paid a sum of Kshs.11,085/= net made up as follows:-

- | | |
|---|----------|
| i) One month’s basic pay | 3,288.00 |
| ii) Salary for days worked: | |
| (1 st – 8 th August 1998) | 1,012.00 |
| iii) Leave earned not taken 38 days | 4,805.00 |

iv) Leave allowance 1997-1998

Kshs.1,700.00

- Pro rata leave allowance:

April-July 1998 Kshs.425.00 2,125.00

Sub-total Kshs. 11,230.00

Less P.A.Y.E. Kshs. 145.00

Net Kshs. 11,085.00

3. Both grievants should be given certificates if not yet given.

4. The parties, therefore, request the Court to mark the dispute as settled and award in terms of this agreement”.

In my opinion, the terms of the settlement are fair and reasonable; and as prayed for by the parties, I award in terms of the settlement and mark the dispute as settled.

DATED and given at Mombasa this 29th day of August, 2002.

Charles P. Chemmutut,

JUDGE.