



REPUBLIC OF KENYA



KENYA LAW
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**Amalgamated Union of Kenya Metal Workers v Load Trailers (EA) Limited
(Cause 1340 of 2016) [2025] KEELRC 934 (KLR) (6 March 2025) (Ruling)**

Neutral citation: [2025] KEELRC 934 (KLR)

**REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI
CAUSE 1340 OF 2016
MA ONYANGO, J
MARCH 6, 2025**

**BETWEEN
AMALGAMATED UNION OF KENYA METAL WORKERS CLAIMANT
AND
LOAD TRAILERS (EA) LIMITED RESPONDENT**

RULING

1. Judgment in this suit was delivered on 20th April, 2018 in favour of the Claimant. This is the third ruling by this court since then.
2. By an application by way of Notice of Motion dated 2nd September 2020, the Claimant seeks the following orders:
SUBPARA a.
Spent.
b. Spent.
c. That the honourable court to issue an order adopting the calculations of arrears and terminal dues to the grievant employees.
d. That the honourable court do issue an order enforcing Section 26 of the [employment act 2007](#) and ILO convention number 100.
e. That the honourable court do issue an order it deems fit to address the cause of justice.
f. That the costs of the suit to the applicant.
3. The application is supported by the affidavit of Rose Auma Omamo, General Secretary of the Applicant and made on the following grounds:



- a. That the parties herein have both valid recognition and collective bargaining agreements.
 - b. That the collective agreements mentioned above was achieved through court process where the applicant filed a dispute which was marked as cause no 1340 of 2016.
 - c. That after hearing both parties the honourable court delivered a judgment awarding the employees a favourable better terms and conditions of service in a CBA.
 - d. That the applicant formulated the judgment in a CBA format, signed and forwarded it to the respondent to counter sign.
 - e. That the respondent declined to sign subsequently, the applicant filed a contempt proceeding against the respondent for declining to sign and implement the CBA as awarded by the honourable court.
 - f. That the honourable court after hearing the parties delivered a ruling in favour of the employees.
 - g. That subsequently the Respondent signed the CBA but refused to implement to date.
 - h. That in a manner to execute bad labour practice contrary to article 41(1) of the constitution of Kenya, 2010 all the members of the applicant union were terminated and not paid anything to date.
 - i. That the Respondent then hired services of new employees to replace the terminated ones with strict condition that they don't join the applicant union and are not to benefit from the CBA contrary to section 26 of the Employment Act 2007 and the ILO convention 100.
 - j. That up to now the employees have not benefitted from the CBA and the Respondent is reluctant to pay despite the applicant reminding them to pay.
 - k. That it is only fair and justified for the honourable court to deliver a ruling adopting the calculations for purposes of enforcing the court order and benefit the terminated employees.
 - l. That the honourable court to deliver a ruling enforcing section 26 of the employment act 2007 and ILO convention 100 to benefit and protect the existing employees who are facing inferior terms and conditions of service and finally safeguard a fair and justified labour practise.
4. In reply the Respondent filed a Replying Affidavit of Jagdeep Singh Gurmeet Bhachu, the managing director of the Respondent, sworn on 13.10.2020 and filed through Kariuki Kiplangat & Lesaigor Associates Advocates, and argued as follows:
- a. The claimant's tabulations are grossly exaggerated and the same were done without consultation with the Respondent.
 - b. The tabulations ought to have been agreed between the Claimant and the Respondent before proceeding to court for enforcement.
 - c. The Respondent's business was greatly affected by the COVID pandemic forcing it to scale down its operations due to liquidity issues.
 - d. The Respondent has been forced to give up some of its working space as it does not have business to sustain the current employees.
 - e. The Claimant seeks to enforce the collective bargaining agreement for employees who voluntarily left the employment of the Respondent for greener pastures.



- f. All former employees of the Respondent were duly compensated on termination of their contract and it is thus fair that the Claimant and the Respondent be allowed to have a fresh computation of what is owed to the union by the Respondent.
 - g. No employee was terminated but rather their contracts were allowed to determine after which all their dues were paid.
 - h. The right of an employee to join or not to join an association is enshrined in the constitution and is not left at the whims of either the Claimant and or the Respondent as such the Claimant's deposition that the new employees are denied the chance to join a union is founded on unscrupulous and misleading allegations.
 - i. The house allowances awarded to the employees were incorporated in the gross monthly pay.
 - j. The severance pay awarded to employees was premature since they were released when their respective contracts determined.
5. The parties filed their respective tabulations of the dues owed to former employees. The Court has considered parties' respective positions.
 6. The court notes that the Respondent's tabulation is not based on the CBA dated 17th January, 2018 and registered by the Court as RCA No. 55 of 2022. The Claimant on the other hand based its tabulation on the CBA with the exception of the item on uniform for which the CBA does not provide monetary value. The figures used by the Claimant in the tabulation for safety boots, overalls and helmet are therefore neither agreed upon nor explained by the Claimant. I will therefore exclude the same from the tabulation.
 7. The item on severance pay was also neither agreed upon nor awarded by the court. The same is also excluded from the tabulation.
 8. From the foregoing, the tabulation of the Claimant is adopted with the exception of uniform and severance pay as follows:
 1. John Onsongo Nyakundi
 - a. One Month Notice of termination =21,878/=
 - b. Salary increment 2018 =19,690/=
 - c. House Allowance 2019 =32,817/=
 - d. Leave Traveling Allowance 2018 =2,000/=
 - Total =76,385/=
 2. Calvin Okenani Nyabengi
 - a. One Month Notice of termination =24,854/=
 - b. Salary underpayment 2018 = 134,580/=
 - c. Salary underpayment 2019 =3,766/=
 - d. Salary increment 2018 =22,593/=
 - e. Salary increment 2019 =4,104/=
 - f. House Allowance year 2018 =44,737/=



- g. House allowance 2019 =7,456/=
 - h. Leave Traveling Allowance year 2018 = 2,000/=
 - Total =244,090
3. Melkezed Odhiambo Owour
- a. One Month Notice of termination =28,415/=
 - b. Salary underpayment year 2018 =110,376/=
 - c. Salary underpayment 2019 =47,020
 - d. House allowance December, 2018 = 51,144/=
 - e. House allowance year 2019 =18,584/=
 - f. Leave Travelling allowance for year 2018 =2,000/=
 - Total =257,539
4. Albert Wandera Nyangweso
- a. One month Notice of termination =22,709/=
 - b. Underpayment 2018 =19,704/=
 - c. Underpayment 2019 =16,876/=
 - d. Salary increment =18,394/=
 - e. House allowance =30,657/=
 - f. Leave Travelling Allowance for year 2018 =2,000/=
 - Total = 110,340/=
5. Ayub Waramondi Mutonyi
- a. One month Notice of termination =20,919/=
 - b. Underpayment = 46,711/=
 - c. Salary Increment =10,362/=
 - d. House Allowance as at 31st December, 2018 =62,757/=
 - e. Leave Traveling allowance for year 2018 =2,000/=
 - Total =142,749/=
6. Mathew Wafula Wekesa
- a. One month Notice of termination =20,919/=
 - b. Underpayment = 23,583/=
 - c. Salary Increment =13,181/=
 - d. House Allowance 2018 =21,966/=
 - e. Leave Traveling allowance for 2018 =2,000/=



Total =81,649/=

7. Jared Nyanduak Otoro
 - a. One month Notice of termination =20,919/=
 - b. Underpayment = 24,465/=
 - c. Salary Increment =13,181/=
 - d. House Allowance 2018 =3,640/=
 - e. Leave Traveling allowance for 2018 =2,000/=Total =64,205/=
8. Joshua Kinyua
 - a. One month Notice of termination =20,919/=
 - b. Underpayment =11,318/=
 - c. Salary Increment =3,765/=
 - d. House Allowance 2018 =6,276/=
 - e. Leave Traveling allowance for 2018 =2,000/=Total =44,278/=
9. Chrispus Muli Wambua
 - a. One month Notice of termination =20,919/=
 - b. Salary Increment =1,727/=
 - c. Salary underpayment =356,112/=
 - d. House Allowance 2018 =73,824/=
 - e. Leave Traveling allowance for 2018 =2,000/=Total =454,582/=
10. Kisilu Muli
 - a. One month Notice of termination =20,919/=
 - b. Salary Increment =13,783/=
 - c. House Allowance 2018 =4,571/=
 - d. Leave Traveling allowance for 2018 =2,000/=Total = 41,273/=
11. Daniel Ndunda Mwaniki
 - a. One month Notice of termination =17,566/=
 - b. Underpayment = 30,704/=
 - c. Salary Increment =11,600/=



- d. House Allowance 2018 =19,336/=
 - e. Leave Traveling allowance for 2018 =2,000/=
 - Total = 81,206/=
12. Rolex Ojal Ochieng'
- a. One month Notice of termination =18,320/=
 - b. Salary Increment =21,881/=
 - c. House Allowance 2018 =36,469/=
 - d. Leave Traveling allowance for 2018 =2,000/=
 - Total = 78,670/=
13. Erustus Maingi Masila
- a. One month Notice of termination =37,677/=
 - b. Basic Salary =102,420/=
 - c. House Allowance 2018 =41,400/=
 - d. Leave Traveling allowance for 2018 =2,000/=
 - Total =183,497/=
14. Andrew Wanjala Nyongesa
- a. One month Notice of termination =16,850/=
 - b. Salary underpayment 2018 =15,360/=
 - Salary underpayment 2019 =31,700/=
 - c. Salary Increment 2019 =15,360/=
 - d. Salary increment 2019 =18,204/=
 - e. House Allowance 2018 =78,368/=
 - f. Leave Traveling allowance for 2018 =2,000/=
 - Total =177,842
15. Jeremia Sila Muthama
- a. One month Notice of termination =22,000/=
 - b. Basic Salary underpayment 2018 =237,931/=
 - c. Salary increment =23,760/=
 - d. House Allowance 2018 =39,600/=
 - e. Leave Traveling allowance for 2018 =2,000/=
 - Total =325,291/=
16. Joseph Nyasiri Makwata



- a. Basic Salary Increment =19,197.07/=
 - b. House Allowance 2018 =33,663/=
 - c. Leave Traveling allowance for 2018 =2,000/=
 - Total =54860.07
17. Abraham Inyanda Oyala
- a. Termination Notice =20,374/=
 - b. Salary increment =20,187
 - c. House Allowance =36,336/=
 - d. Leave Traveling Allowance for year 2018 = 2,000/=
 - Total = 78,897
18. Nahashon Mutua Muteti
- a. One month notice of termination =24,193/=
 - b. Salary increment 2018 =23,976/=
 - c. Salary increment 2019 =15,239/=
 - d. House Allowance 2018 = 39,948/=
 - e. House Allowance 2019 = 25,403/=
 - f. Leave Traveling Allowance 2018 =2,000/=
 - Total =130,759/=
19. Paul Mwoki Nzilu
- a. One month notice of termination =22,802/=
 - b. Underpayment =20,856/=
 - c. Salary increment 2018 =20,724/=
 - d. Salary increment 2019 = 9,415/=
 - e. House Allowance 2018 = 34,548/=
 - f. House Allowance 2019 = 15,690/=
 - g. Leave Traveling Allowance 2018 =2,000/=
 - Total =126,035
20. Martin Mutangili
- a. Notice of termination = 20,919/=
 - b. Underpayment = 62,256/=
 - c. Salary Increment =19,788/=
 - d. House Allowance 2018 = 32,976/=



- e. Leave Traveling allowance 2018 = 2,000/=
- Total =118,151/=
21. Peterson Mugendi Kiari
- a. Notice of termination = 21,168/=
- b. Salary increment year 2018 = 22,860/=
- c. Salary Increment 2019 = 4,154/=
- d. House Allowance 2018 = 38,100/=
- e. House Allowance 2019 = 6,922/=
- f. Leave Traveling allowance 2018 = 2,000/=
- Total =95,204
22. Mutisya Mutie
- a. Notice of termination = 24,961/=
- b. Salary Increment 2019 = 24732/=
- c. House Allowance 2018 = 44928/=
- d. House Allowance 2019 = 6,922/=
- e. Leave Traveling allowance 2018 = 2,000
- Total =96,621/=
23. Tom Otieno Anjala
- a. One month notice of termination =21,878/=
- b. Salary increment 2018 =20,334/=
- c. House Allowance =33,890/=
- d. Leave Traveling Allowance = 2,000/=
- Total =78,102/=
24. Nickson Wanjala
- a. Notice of termination = 26,069/=
- b. Underpayment =88,224/=
- c. Salary Increment = 28152/=
- d. House Allowance 2018 = 46,920/=
- e. Leave Traveling Allowance 2018 = 2000/=
- Total =191,365
25. James Osonko Bogonko
- a. Notice of termination = 21,168/=



- b. Salary increment = 10,836/=
 - c. House Allowance = 18,066/=
 - d. Leave Traveling allowance 2018 = 2,000/=
 - Total = 52,070/=
26. Godfrey Weringa
- a. Basic salary = 18,039/=
 - b. Underpayment = 2,248/=
 - c. Salary Increment = 13,192/=
 - d. House Allowance 2018 = 21,984/=
 - e. Leave Traveling allowance 2018 = 2,000/=
 - Total = 57,463/=
27. John Nyakundi
- a. Basic Salary = 18,039/=
 - b. Underpayment = 2,529/=
 - c. Salary increment year 2018 = 14,841/=
 - d. House Allowance = 24,732/=
 - e. Leave Traveling allowance 2018 = 2,000/=
 - Total = 62,141/=
28. Nicholas Musembi
- a. Notice of termination = 20,919/=
 - b. House Allowance = 37,656/=
 - c. Annual Leave 2 years = 41,838/=
 - d. Leave Traveling Allowance for 2 years = 4,000/=
 - Total = 104,413/=
29. Protus Kiugwa
- a. Notice of termination = 20,919/=
 - b. Salary underpayment (24 months) = 295,881/=
 - c. House Allowance 2018 = 37,656/=
 - d. House Allowance 2019 = 21,882/=
 - e. Leave Traveling allowance 2018 = 2,000/=
 - Total = 378,338/=
30. Mutisya Muthoka



- a. Notice of termination = 19,120/=
 - b. Salary increment year 2018 = 20,650/=
 - c. Salary Increment 2019 = 13,132/=
 - d. House Allowance 2018 = 34,416/=
 - e. House Allowance 2019 = 21,882/=
 - f. Leave Traveling allowance 2018 = 2,000/=
 - Total = 111,200/=
31. Chalo Mwasya
- a. Notice of termination = 20,919/=
 - b. Salary increment year 2018 = 11,489/=
 - c. House Allowance x 24 = 75,312/=
 - d. Leave Traveling allowance 2018 = 2,000/=
 - Total = 109,720/=
32. Wambua Musyimi
- a. Notice of termination = 21,168/=
 - b. Salary underpayment 2018 x 24 = 36,528/=
 - c. House Allowance x 24 = 76,200/=
 - d. Leave Traveling allowance 2018 = 2,000/=
 - Total = 135,896/=

DATED, SIGNED AND DELIVERED VIRTUALLY ON THIS 6TH DAY OF MARCH 2025.

MAUREEN ONYANGO

JUDGE

