



REPUBLIC OF KENYA

IN THE EMPLOYMENT AND LABOUR RELATIONS COURT

AT NAIROBI

CAUSE NUMBER 670 OF 2011

KENYA PETROLEUM OIL WORKERS UNION.....CLAIMANT

VERSUS

TOTAL KENYA LIMITED.....RESPONDENT

JUDGMENT

1. By Memorandum of claim filed on 4<sup>th</sup> May, 2011, the claimant on behalf of the grievant seeks an order of this Court for the payment of what the Union describes as arrears amounting to some Kshs.328,954/=.

2. The Union does not dispute the termination of the grievant’s services nor that he was paid some money. What the Union demanded was what it felt were the grievant entitlements by virtue of the provisions of the Collective Bargaining Agreement that was signed and took effect from 2005-2006.

3. The respondent on the other hand averred that the grievant’s employment was terminated on 21<sup>st</sup> March, 2006 in accordance with clause 1-20 of the Collective Bargaining Agreement then in force. The respondent further stated that at the time the grievant’s employment was terminated, the Labour Relations Act was not in force hence could not apply to his case. According to the respondent the applicable law at the time of the grievant’s termination was Trade Disputes Act and that section 11(2) of the said Act provided that a Collective Agreement shall not take effect until it has been accepted for registration by the Industrial Court.

4. The Collective Bargaining Agreement Act relied on by the claimant was registered on 19<sup>th</sup> April, 2006 as RCA No. 98 of 2006. The grievant was terminated on 21<sup>st</sup> March, 2006. Going by the decisions in **Kenya Chemical & Allied Workers Union v. E.A. Industries (Unilever (K) Ltd)**. This claim is unsustainable and is hereby dismissed with costs.

5. It is so ordered.

Dated at Nairobi this 30<sup>th</sup> day of October 2015

Abuodha J. N.

Judge

Delivered this 30<sup>th</sup> day of October 2015

**In the presence of:-**

.....for the Claimant and

.....for the Respondent.

Abuodha J. N.

Judge