Application for Clarification of Conflicting CBA Dates and Security Credit in an ELRC Judgment

Educational sample 235 | Mombasa

Educational reconstruction from a reported Kenyan decision. Newly drafted wording, not an original court filing or a matter handled by our team. Specimen identities are bracketed. Adapt to genuine facts, current law, jurisdiction and court directions before signing, swearing or filing.

Reconstructed formal document

REPUBLIC OF KENYA

IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT MOMBASA

CAUSE NO [reference]

[CLAIMANT] v [RESPONDENT]

NOTICE OF MOTION

1. The Applicant moves in the existing ELRC Cause [number] for clarification under the applicable review or clarification rule, including rule 74(1)(c) where applicable. The application identifies uncertainty in implementation and does not seek a fresh appeal on the merits under the label of clarification.

2. The Applicant asks the Court to clarify the CBA effective date to govern the employee computation, given the differing 2012 and 2018 references in [authenticated paragraphs and operative decree]. The original agreement clause and registration record are exhibited as [references]. No substitute clause is proposed without that evidence.

3. The Applicant further seeks clarification of how the KSh 10 million security is to be released and credited against the KSh 34,344,144.11 gross liability. The deposit custody, any previous release and actual receipts are [verified affidavit particulars]. The prayer seeks one satisfaction of the overlapping liability.

4. The Court is asked to clarify the report period for the Labour Commissioner where the reasoning and final order state different periods. The application quotes the actual competing passages and explains the practical compliance step affected. It does not claim that an inspection or report has already occurred.

5. The supporting affidavit identifies the judgment, decree, date the uncertainty arose, current enforcement position and reason for the application timing. All affected parties and any deposit custodian requiring directions are identified for service. Any contested factual issue is disclosed rather than called an obvious typographical error.

6. The Applicant requests precise implementation directions and appropriate costs. If the relief would alter a substantive entitlement, it must meet the applicable review or appellate grounds; this application is not a device to avoid their requirements. No stay follows automatically from filing it.

DATED at [place] on [date]. Signed [party or advocate]. DRAWN AND FILED BY [name and address for service]. TO BE SERVED UPON [each affected person and address].

Use and evidence notes

Use the actual existing cause, applicable power and precise interim or substantive prayers with genuine supporting evidence. Disclose adverse facts, earlier applications, current orders and delay. Complete affidavit, exhibits, urgency certificate only where justified, fee and service under current directions. A proposed corrected motion does not establish that the missing facts or procedural permission exist. Proposed clarification reconstruction, not an application shown to have been filed in the source case. Verify ELRC rule 74 and current directions, timeliness and pending appeal. File a genuine supporting affidavit and the authenticated agreement, judgment and decree. Verify the ELRC Procedure Rules 2024 and 2025 amendments, or the applicable designated subordinate-court procedure, and current directions. Assess section 90 for each employment claim.

Supporting material: [date]; [author or custodian]; [description]; [bundle page]; [authenticating witness]; [admission or permission]. Attach genuine records only. This public specimen contains no exhibits, signatures, personal identifiers or sworn declaration.

Source and procedural limits

A union sought implementation of a registered collective agreement against a marine contractor after protracted litigation. Its employee schedule claimed KSh 21,764,098.11 salary arrears and KSh 12,580,046 gratuity. The employer asserted prior settlement but produced no responsive work records. A KSh 10 million security deposit and six workers with missing particulars were disputed. The case had earlier been dismissed for non-attendance and reinstated.

The Court awarded the scheduled KSh 34,344,144.11, with the KSh 10 million deposit to be accounted for and released as described in paragraph 42. The operative terms give an effective CBA date of 1 August 2018, payment within thirty days, conditional interest from judgment, Labour Commissioner investigation and KSh 300,000 costs. Narrative passages instead refer to 2012, and the reasoning/operative terms differ on the inspection report period. The decree must resolve implementation; the six unparticularised workers were not added.

Section 59(5) of the Labour Relations Act makes a registered CBA enforceable on its agreed terms. The employee-level calculation and credits remain essential even if the employer fails to attend. Do not present inconsistent dates as settled or enforce a gross award plus the same released security a second time. The proposed documents use the actual agreement and authenticated orders; they do not prove subsequent recovery.

[2025] KEELRC 2990 (KLR) - 30 October 2025. Source decision: https://new.kenyalaw.org/akn/ke/judgment/keelrc/2025/2990/eng%402025-10-30

Reproduced primary text checked: https://sheriahub.com/cases/ke/caselaw/kenya-engineering-workers-union-v-ms-kenya-marine-contractors-epz-limited-2025-keelrc-2990-klr

The original decision may identify participants. The specimen brackets identifying details. A source judgment does not prove this reconstruction was filed, an allegation succeeded, a later order remains unchanged or the same result will follow in another case.