Marine Workers CBA Arrears Schedule with Individual Gratuity and Security Credits

Educational sample 233 | 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]

EVIDENCE OR COMPUTATION SCHEDULE

1. Create a separate row for each verified worker: anonymised public label, confidential identity key, job grade, employment start and end, covered CBA period, basic wage, housing component and source record. Publish no personal payroll identifier; retain the complete confidential version for the actual filing.

2. Calculate each wage increment and shortfall over its actual period. The starting date is the authenticated agreement clause and applicable decree. Flag the source 2012/2018 inconsistency for clarification instead of selecting the longer period to inflate arrears.

3. Gratuity entries identify the relevant CBA clause, qualifying completed service, rate, wage base and genuine prior terminal payment. Keep service gratuity separate from wage and housing arrears, notice pay and any statutory service-pay claim with a different basis.

4. The historical aggregate is KSh 21,764,098.11 arrears plus KSh 12,580,046 gratuity, or KSh 34,344,144.11. Reconcile the individual rows to that total where reconstructing the source example. Do not add six unidentified workers or assume their service and rates.

5. The KSh 10 million security receives its own ledger: deposit date, custodian, release order, actual amount released, recipient and allocation. A verified credit of KSh 10 million against the historical gross total leaves KSh 24,344,144.11 before any distinct lawful costs or interest. The actual decree and payment trail control execution.

6. Add separate columns for amount ordered, paid, outstanding, interest commencement and authority, and recoveries from any later proceeding. The thirty-day payment and reporting dates in the 2025 judgment are historical orders. Record any discrepancy with the operative inspection timetable for proper clarification.

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

This is an evidential or accounting aid, not an originating process or independent proof. Give dates, authors or custodians, admissibility status, actual document pages and transparent calculations. Label missing and disputed items. Obtain the applicable leave or directions for supplementary evidence, serve it and prevent duplicate credits or recovery. 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.