

Union Submissions on Registered CBA Enforcement and the Employer Payment Defence

Educational sample 234 | 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]

WRITTEN SUBMISSIONS

1. The Claimant seeks implementation of the registered agreement under section 59(5) of the Labour Relations Act. The relevant registration, effective-date clause and covered employee categories are [pages]. Registration gives enforceability on the agreement terms; it does not eliminate the need to prove the claimed amounts.
2. The scheduled arrears and gratuity are supported by [employee-level records and testimony]. The Respondent assertion that all dues were paid must be tested against specific payroll, payment and receipt records. The absence of responsive records is considered in the context of the evidence and statutory employment-record obligations.
3. The effective period must be taken from the actual agreement and operative order. The source contains differing references to 2012 and 2018. No submission should silently reconcile them by extending liability; the parties should identify the original clause and any necessary clarification.
4. The security deposit is not additional damages. Its custody, release and credit are [authenticated materials]. Paragraph 42 of the source decision required accounting for the KSh 10 million. Any amount received must reduce the overlapping monetary liability.
5. The six additional workers lacking particulars cannot be included by assertion alone. Their identities, service and entitlement must be properly established and introduced by the relevant pleading or permission procedure. Non-attendance by an employer is not proof of an unknown worker claim.
6. The requested orders are implementation of the proved clauses, the verified net sums, suitable accounting or inspection directions, justified interest and costs. Interest back to the earliest disputed CBA date is not automatic. The source thirty-day payment direction and conditional interest wording must be read from the operative decree.

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

Identify pleaded issues, admitted evidence and genuine record pages. Follow directions on length, authorities, filing and service. Submissions do not introduce exhibits or cure missing substantive prayers. Distinguish what a party sought from what the Court ordered, and an unsuccessful historical position from the actual holding. 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.