Union Officer Witness Statement Authenticating the Marine Workers CBA and Arrears List

Educational sample 232 | 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]

WITNESS STATEMENT

1. I am [union officer identity and position], authorised by [actual authority] to testify concerning this dispute. I identify the recognition agreement, registered collective agreement and employee schedule. My evidence is limited to records I can authenticate and events I attended.

2. The agreement was signed or registered on [actual dates] following [identified proceedings]. I explain how the certified registration and clause governing commencement came into the union records. The 2012 and 2018 references in the source narrative are not treated as interchangeable; the original clause is annexed or produced.

3. For each listed employee, the schedule uses [job grade, service period, wage base and increments]. Its preparer was [person] and the underlying records are [bundle pages]. Where an employee record is supplied by another person, that source and any outstanding authentication are stated.

4. The union requests and employer responses concerning implementation were [dated communications]. The alleged refusal is supported by those communications and the actual payment records. I cannot prove that no worker was ever paid merely because the union has not received a particular document.

5. The KSh 10 million security is held or was released under [authenticated order and bank record]. The union receipt and subsequent allocation, if any, are [facts]. I distinguish money deposited in court from money received by the union and from payments made to individual employees.

6. Six additional workers were mentioned in the source case without adequate particulars. In this actual dispute the unresolved names, missing service records and steps to obtain them are [state]. I do not insert them into the verified total or claim records exist when they have not been obtained.

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 witness own truthful account, distinguish observed events from named information sources and identify bundle pages and authenticating witnesses. Follow the actual trial or succession witness directions. Additional evidence and statements require any applicable leave. An appeal ordinarily uses the admitted trial record; a new statement cannot be inserted without the proper procedure. 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.