Union Statement of Claim to Enforce Marine Workers Registered Collective Agreement

Educational sample 231 | 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]

STATEMENT OF CLAIM

1. The Claimant is [registered union], acting for the identified unionisable employees under [recognition and authority]. The Respondent is [marine contractor]. Jurisdiction, the registered collective agreement, prior litigation and the actual filing date are [particulars]. This claim seeks enforcement, not registration of a new agreement.

2. The agreement dated [date] was registered under CBA [reference] on [date]. Its effective-date clause and covered grades are [exact terms]. The operative source order refers to 1 August 2018 while parts of the narrative use 2012; the actual registered agreement must determine the pleaded period.

3. The Respondent failed to implement [specified wage increments, housing or gratuity clauses]. The covered employees, jobs, service periods and amounts are particularised in [paginated employee schedule]. The basis for each rate and period is the agreement or admitted employment record.

4. The source scheduled salary arrears were KSh 21,764,098.11 and gratuity KSh 12,580,046, totalling KSh 34,344,144.11. This specimen preserves those historic totals only as a worked case example. The actual pleading must reproduce verified employee-level sums, not copy the total for unrelated workers.

5. The security deposit of KSh 10 million in [related proceeding] and its current custody, release and allocation are fully disclosed at [records]. Any amount actually received is credited. An allegation that the deposit was spent requires evidence and does not justify claiming the same money twice.

6. The Claimant seeks enforcement of the identified agreement clauses, payment of the verified net arrears and gratuity, appropriate directions concerning security, lawful interest and costs. Workers whose identities or records are missing are identified as unresolved; no unquantified additional award is sought without proper particulars and procedure.

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

Complete identities, authority, material facts, jurisdiction, related litigation, limitation, each remedy and exact amounts. Use the required verifying affidavit, witness statements, list and copies of genuine documents. Identify the actual competent court and applicable procedure; a trial claim is different from an appeal. Historical employment dates do not authorise a fresh time-barred action. 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.