Statement of Claim for Unequal Medical Leave and Pension Benefits

Educational sample 166 | Nairobi

Educational reconstruction from a reported Kenyan judgment. This is newly drafted text, not an original court filing and not a matter handled by our team. Identifying details are replaced with bracketed fields. Verify the 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 NAIROBI

CAUSE CIVIL SUIT OR APPLICATION NO [correct reference]

[CLAIMANT PLAINTIFF OR APPELLANT] v [RESPONDENT OR DEFENDANT]

STATEMENT OF CLAIM

1. The Claimant [worker] served [bank] under successive fixed-term employment contracts. His final term ended on 30 April. He gives addresses, contacts, workplace and contract periods at [fields] and identifies the relevant policy and collective agreement.

2. The complained-of differential treatment concerns annual leave, family medical cover and eligibility for the existing pension scheme. Permanent staff received more favourable terms while the Claimant was excluded because of his contractual cadre. The precise periods, clauses and proposed comparators are [identify].

3. The Claimant invokes Article 27, sections 5 and 26 of the Employment Act and the applicable collective agreement provisions. He identifies which comparable conditions and unionisable coverage bring those benefits within his claim, rather than relying on job titles alone.

4. Contract expiry and discriminatory treatment during employment are pleaded as separate questions. The claim does not assume that yearly renewals guarantee another term. Each benefit period, accrual date and limitation position is [complete], with earlier proceedings disclosed.

5. The Claimant seeks a discrimination declaration, compensation assessed by the Court, a certificate of service, costs and lawful interest. Alleged team-building charges, overtime or unpaid commissions are not added without evidence. Any paid leave or commission is disclosed and credited.

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

Use and evidence notes

Complete identities, service contacts, employment dates, jurisdiction, earlier proceedings and each remedy. ELRC rule 7 requires the verifying affidavit, witness list and statements, and chronologically arranged flagged and paginated documents. Rule 9 governs signature for an ordinary employment claim. Assess section 90 limitation for each head. These historic dates do not authorize a fresh out-of-time claim or reopening a decided dispute. Applicable rules: ELRC Procedure Rules 2024, amended by Legal Notice 78 of 2025; verify current court directions.

Supporting material schedule: [document date]; [author or custodian]; [description]; [bundle page]; [authenticating witness]; [admission or permission]. Attach only genuine available records and mark missing records accurately.

Source and procedural limits

A vehicle and asset finance worker served through successive yearly contracts ending on 30 April 2019. He claimed renewal expectations and inferior benefits compared with permanent staff, including leave, medical family cover and pension participation. The bank relied on distinct cadres and the collective agreement. The employee acknowledged a non-renewal letter dated 15 April. Wage and commission payment records were considered.

Expiry by effluxion of time was lawful and was not redundancy. The Court nevertheless found unjustified differential treatment in basic service benefits and awarded KSh 2 million for discrimination, costs, court-rate interest from judgment and a certificate. Unfair-termination compensation, severance, unproved overtime and commission claims were refused. Alleged team-building charges were unproved. The source’s limitation discussion must not replace an independent section 90 analysis.

Article 27 and Employment Act sections 5 and 26 address discrimination and more favourable employment terms; Labour Relations Act section 59 addresses collective agreements. Different job labels alone do not resolve an unjustified benefits disparity. Neither repeated renewals nor a renewal clause automatically converts a fixed term into guaranteed permanent employment. Plead comparators, applicable agreement and periods precisely and address section 90 separately for each head.

[2025] KEELRC 2145 (KLR) — 18 July 2025. Original judgment: https://sheriahub.com/cases/ke/caselaw/machungo-v-stanbic-bank-kenya-limited-2025-keelrc-2145-klr

The original decision may identify participants. The specimen replaces their identifying details. A source decision is not proof that a draft was filed, that an allegation succeeded, or that the same result will follow in another case.