Reply to a Defence Based on Separate Staff Cadres and a Collective Agreement

Educational sample 170 | 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]

REPLY TO STATEMENT OF RESPONSE

1. The Claimant joins issue with the response except as expressly admitted. He acknowledges the fixed-term structure and disclosed non-renewal letter, but denies that contractual status alone explains every difference in basic employment benefits.

2. The Respondent must identify the collective agreement and the provisions said to justify exclusion. The Claimant relies on [actual coverage clause, role evidence and period] to show why the more favourable term is applicable. He does not assume that every employee benefits from an agreement regardless of coverage.

3. The leave, pension and medical-cover comparisons are set out in the filed schedule and documents. A general assertion that permanent staff undertake core functions must be tested against actual duties and the applicable eligibility rules.

4. Proved final wage, leave and commission payments are admitted [identify amounts and heads]. Any remaining disputed item is [basis and calculation]. The reply does not introduce a new discrimination ground or a fresh money claim without the required amendment.

5. The Claimant maintains the discrimination relief while distinguishing lawful expiry from unfair termination. This reply must be filed and served within the applicable rule 29 period or directions; the historical successful benefits claim does not establish automatic renewal or severance entitlement.

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

Address the actual response without silently introducing a new claim. ELRC rule 29 provides the applicable seven-day reply period from response service, subject to directions. A new head or remedy may require amendment and leave, particularly after close of pleadings. Admit proved payments, identify the contested agreement and evidence, and serve every affected party. 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.