Comparative Benefits Schedule for Fixed Term and Permanent Bank Staff

Educational sample 168 | 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]

EVIDENCE OR COMPUTATION SCHEDULE

1. Annual leave: identify the Claimant’s contract and policy providing 21 days and the permanent-staff provision for 26 days. Record the applicable period, comparator category, collective-agreement clause and actual leave payments at bundle pages [references].

2. Medical cover: identify whether the Claimant’s cover extended only to him while comparable permanent employees could include a spouse and children. Record insurer terms, benefit limits, effective dates and exclusions. Do not publish dependent names, identification or medical details.

3. Pension: identify the existing employer scheme, its eligibility provisions, and evidence of exclusion of fixed-term staff. Record separately any NSSF contributions. Participation in one statutory scheme is not proof of entitlement to every employer scheme or an answer to the pleaded disparity.

4. Comparator and coverage: state the actual work, responsibility, grade, unionisable status and collective-agreement applicability of each proposed comparator. Label admitted and disputed entries. Alleged team-building costs are not marked proved without receipts or other evidence.

5. For each row of comparison retain source document, date, author and page. The purpose is to expose the reason for the difference for judicial assessment, not to assume that all different benefits are discrimination. Amounts sought and statutory limitation are recorded separately.

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

This schedule supports a pleaded issue; it is not a new originating process or proof by itself. Give dates, authors, document pages, authenticating witnesses and transparent calculations. Label missing or disputed evidence accurately. Current costs and rates need current proof. Obtain leave or directions for supplementary material where required, serve it and avoid duplicate recovery of paid heads. 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.