



Kenya Airports Authority v Kenya Aviation Workers Union (Cause E929 of 2025) [2025] KEELRC 2861 (KLR) (23 October 2025) (Ruling)

Neutral citation: [2025] KEELRC 2861 (KLR)

**REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI
CAUSE E929 OF 2025
ON MAKAU, J
OCTOBER 23, 2025**

BETWEEN
KENYA AIRPORTS AUTHORITY CLAIMANT
AND
KENYA AVIATION WORKERS UNION RESPONDENT

RULING

Introduction

1. On 23rd September, 2025 the Respondent served the Claimant with a 7 days strike notice raising a number of grievances. For clarity, I have copied the said letter hereunder:

The Acting Managing Director & CEO,
Kenya Airports Authority,
Airport North Road,
BOX 19001-00501,
Nairobi

Dear Sir,

Re: Strike Notice

Pursuant to the provisions of Article 41 (2) (d) of *the Constitution* of Kenya 2020, Section 76(a) and (c) of the *Labour Relations Act* 2007, and all other enabling provisions of the law, we wish to formally notify you that all unionisable employees of Kenya Airports Authority (KAA) shall go on strike after the expiry of seven (7) days from today, 23rd September 2025.

This action has been necessitated by the following:



1. Loss of Faith in the KAA Board of Directors.

We have witnessed systemic inefficiencies and incompetence of the current Board whose poor governance and lack of foresight has led KAA to make several bad decision and commitments. The epitome of the Boards incompetence and lack of touch with the reality is the recent events involving the Adani deal and other decisions that point to the Board not serving the best interest of Kenyans as the custodians of the public entity called KAA which the citizens have entrusted them to manage. For their incompetence and sheer lack of direction, the Board ought to resign and give the appointing authority an opportunity to appoint a competent team to run the affairs of KAA on behalf of Kenyans.

2. Intended Transfer of GFS to KCAA

It is now in the public domain that KAA is in the process of transferring the roles and functions performed by the GFS Department to the Kenya Civil Aviation Authority (KCAA) which will result not only in loss of jobs to all employees currently working there, but also starve KAA of huge amounts of revenue leading to financial instability and imminent redundancies. Despite this matter being of grave concern to the Union, the Management has neither consulted nor shared with the Union any information regarding the matter. Our attempts to engage the Management through the Managing Director & CEO ha not borne any fruit, yet the transfer process is on-going and gaining momentum towards full surrender of the GFS to KCAA. We demand the immediate stoppage of the intended transfer and the restoration of the GFS functions to KAA.

3. Failure to Confirm Contract Employees to Permanent and Pensionable

There are currently over 500 employees serving on fixed term contracts who are deployed in various positions in different stations system wide performing roles that are substantively established and permanent in nature. The Union has relentlessly engaged and pleaded with Management to confirm these employees to permanent and pensionable terms but to no avail. Instead, Management's position is that they intend to advertise the positions held by the contract employees and subject candidates to interview. We are not in agreement with this position because these employees have been performing these roles satisfactorily. We therefore demand the immediate confirmation of these employees to permanent and pensionable terms of service.

4. Failure to Issue Substantive Appointments to Promoted Employees.

There are many unionisable employees who changed departments and promoted to substantively established positions system wide mainly as Customer Service Assistants. They were supposed to be issued with letters substantively appointing them to these positions but to date, Management has failed to do so despite the Union's persistent pleas. We demand the immediate issuance of appointment letters to these employees confirming their promotion to the roles they are currently performing.

5. Failure to Pay Overtime to Wilson Airport Staff



For the last six (6) months, unionisable employees working at Wilson Airport have not been paid their overtime for work lawfully done with Managements authorization. Our pleas to Management to pay them have fallen on deaf ears and there has been no formal explanation from Management as to why they are denying the employees the fruits of their hard earned sweat. We demand the immediate payment of the six months' withheld overtime without further delay.

6. Crippling and Dismantling of the HR Department

The Board of Directors has made the decision to cripple, dismantle and paralyse the HR department when they are many HR issues of interest to the employees that have remained and unresolved for a long time. This includes, but is not limited to, the conclusions, registration and full implementation of the three (3) CBA cycles recently negotiated; conclusion of the pending deliberations of the three (3) CBA cycles recently negotiated; conclusion of the pending deliberations on the HR Instruments which comprise of the integral internal employee management policy documents and tools; and the unresolved issue of confirmation contract workers to permanent and pensionable. Paralyzing the HR department has the effect of confining all these issues to their demise to the detriment of employees and the Union. We demand the immediate revocation of these changes in HR Department.

Unless all the above issues of dispute are adequately addressed and conclusively resolved as demanded to our satisfaction within the notice period given, we shall have no other alternative but to resort to industrial action.

Please be notified accordingly.

Yours faithfully,

Moss Ndiema

Secretary General

C.C: The Cabinet Secretary,

Ministry of Labour and Social Protection,

Social Security House, Bishops Road,

BOX 40326-00100,

NAIROBI.

2. Upon receipt of the above strike notice, the Claimant referred the dispute to the Ministry of Labour, for conciliation and also brought this suit and a Notice of Motion seeking temporary injunction to stop the strike pending the conciliation process.
3. On 29th September 2025, the parties appeared in court and reported that conciliation proceedings were to be held that same day and as such the court suspended the strike notice for 2 days. On 2nd October 2025, the parties were back to court with good news that conciliation was done and asked for mention on 6th October 2025 to file a consent settling the whole matter on the basis of the agreement reached before the conciliator. In the meantime, they agreed to have status quo maintained till the said date.



4. On 6th October 2025 there was no settlement as the parties differed on the wording of the consent settlement and asked to come back on 9th October 2025 for settlement and in default, make submissions on the settlement order for the court to decide on the deadlock. On 9th October 2025, there was no settlement and the parties made submissions on the conciliation report which had already been filed in court by the Respondent.
5. Mr. Ngatia SC submitted that the Claimant referred the dispute for conciliation and both parties attended on 29th September 2025. He further submitted that the process yielded a report which indicated on page 2 it stated that 5 issues out of the 7 raised in the strike notice had been agreed upon leaving only 2 issues unresolved.
6. He submitted that the outcome of the conciliation process is binding on the parties as it has a constitutional underpinning. He fortified the submissions by citing the case of Janet Mwacho Mwaboli v. Modern Soap [2019] eKLR and Kalele & 53 others v. Universal Corporation Limited [2023] KEELRC 61 (KLR) where the court held that parties cannot run away from conciliation outcome.
7. He urged that, as a result of the resolution of the dispute through the said conciliation process, the dispute between the parties herein has been rendered a moot case. For emphasis he cited the case of Daniel Keminja & 3 others v. County Government of Nairobi [2019] KEHC 2059 (KLR) where the court rendered itself on mootness of a case.
8. He contended that the court must adopt the whole agreement by the parties and not a portion of it. He observed that the conciliation report states in point No. 5 that all pending overtime would be paid in October 2025 payroll but the Claimants draft consent talks about overtime payment to staff in Wilson Airport only and even adds a qualifier of “established process and procedures”. He contended that the claimant’s proposal leaves out staff from other Airports from getting overtime pay.
9. Finally, he submitted that the conciliation Report is a binding covenant between the union and the employer and the Respondent was agreeable with the same.
10. Ms. Kashindi, learned counsel for the Claimants admitted that there was in deed, a conciliation report and her client was not disputing it save that there was need for a further meeting to agree on the terms of settlement. She submitted that a conciliation report is not binding on the court and it this court has the power to review the same. However, she submitted that the court cannot impose terms of a resolution on the parties because of the principal of agency which entitles parties to set the terms of their arbitration agreement.
11. She distinguished this case from those cited by the senior counsel arguing that in those cases there was a conciliation agreement dully signed as required under section 68 of the *Labour Relations Act*. She submitted that for the parties to be bound, there must be a dully signed conciliation agreement which is not the case in this suit.
12. In conclusion, she contended that the Claimant was still agreeable to a round table discussion to settle the matter once and for all. In the meanwhile, she urged the court to order status quo to be maintained.
13. In a brief rejoinder, Mr. Ngatia SC submitted that there is no basis for the parties to engage in another round table of time wasting. He submitted that the parties engaged, and a Report was made. He observed that no party has filed any application to challenge or disagree with the conciliation report.



14. He further submitted that by adopting the Report, the Judge would not be imposing the terms of settlement agreement since parties agreed to the same before the conciliator. He opposed the extension of the interim orders in perpetuity.
15. Having considered the material placed before the court by both parties and the oral submissions made by their counsel, the main issue for determination is whether the conciliation report dated 1st October 2025 should be adopted as a settlement agreement of the trade dispute herein and proceed to close the case.

Analysis

16. Conciliation of trade disputes is anchored in Article 159(2) (c) of *the Constitution* and amplified in Part VIII of the *Labour Relations Act*. Article 159(2) provides that in exercising of judicial authority, the courts and tribunals shall be guided by, among others, the following principle:

“(c) alternative forms of dispute resolution including reconciliation, mediation, arbitration and traditional dispute resolution mechanism shall be promoted subject to clause (3)”

17. Section 62 (1) of the *Labour Relations Act* then provides that

“A trade dispute may be reported to the Minister in the prescribed form and manner-

- a. by or on behalf of a trade union, employer or employers’ organisation that is a party to the dispute”

18. In this case it is common ground that a trade dispute was reported to the Ministry of Labour and both parties voluntarily submitted themselves to the conciliation process. It is also a common ground that both parties were heard during the conciliation and the conciliator prepared a report which I have copied below:

“Conciliation Progress Report Introduction

The dispute is between Kenya Airport Authority And Kenya Aviation Workers union (KAWU)

1. Kenya Aviation Workers union submitted a strike notice demanding the following:
2. Loss of faith in the KAA Board of Directors
3. Intended transfer of G. F. S TO KCAA
4. Failure to confirm contract employees to permanent and pensionable terms
5. Failure to issue substantive appointments to promoted employees.
6. Failure to pay overtime to Wilson Airport staff
7. Crippling and dismantling of the HR Department

BACKGROUND OF THE DISPUTE



The dispute begun by the union issuing a strike notice of 7 days. They intended to down their tools at the expiry of this notice if the management failed to address all the issues raised in their strike notice dated 23rd September, 2025.

The Management invited the union through their letter dated 24th September, 2025 to deliberate on the matters highlighted in their strike notice. There was no meaningful development and for this reason the management called the union for another meeting on 26th September, 2025.

Bothe parties, that is the management and the union agreed to present themselves for conciliation meeting which was organized in this office in an effort to conciliate the parties.

Conciliation Process

During conciliation, the parties were able to agree on the following:

1. That the management undertake to buy two new air bridges and repair the five which have been grounded.
2. That the intended transfer of Ground Flight Safety (G. F. S) to KCAA be stopped and stakeholders through a consultative process document the functions and mandate of the current G.F.S
3. That all the 507 employees on fixed term contracts be employed on permanent and pensionable terms. This should be done on or before November 2025.
4. That appointment letters be issued to all the promoted staff confirming them to their new positions. This should be done on or before October 2025.
5. That all pending overtime payments for Wilson Airport staff and all other stations be paid in the October 2025 payroll.

The parties disagreed on the following issues:

1. Removal and sacking of the current Board of management over alleged gross misconduct and mismanagement.
2. Crippling and dismantling of the HR Department through refusal to extend the contract for Mr. Antony Njagi the General Manager, Human Resource.

The parties submitted as follows:

Union

The union in their presentation stated that the chairman of the Board of KAA has been interfering with the running of the institution. They said that the Board has usurped the powers of the managers who are not able to discharge their mandate. The managers who ideally are technical officers cannot act without the directions and approval of the Board. This has led to the deplorable state of the airport



The union stated that there are inadequate staff at the fire and rescue department. There is not enough equipment to respond to the emergencies.

Baggage handling is not functional since the contractor awarded this contract abandoned the work and the Board has taken no action.

Some of the Air Bridges are not functional due to lack of repair.

There is no tower for G.F.S surveillance since the old towers have been deliberately obstructed.

That there is a recommendation to downgrade the Jomo Kenyatta International Airport from Grade 9 to 7 and if this was to happen some airlines will not be able to land at JKIA. This will result in redundancies since a lot of people will lose employment including their union members.

It is because of this reason that the union finds the Board to be in gross misconduct and should be sacked to protect the welfare of their members and the safety of passengers using the airport.

The Board has therefore undermined their integrity, public trust and statutory obligations and should therefore be sacked.

On the matter of crippling and dismantling the HR Department, the Union states as follows:

That the management of K. A. A has a tendency of delaying completion of Collective Bargaining Agreement in the manner and style of terminating contracts of General Manager Human Resource whenever parties are about to conclude the CBA. Mr Njagi was very resourceful during the CBA negotiations and the Union does not understand why he should be terminated. The union fears that his removal is to scuttle the reforms he had started and this is detrimental to the welfare of the union members.

The union states that Mr. Njagi has initiated a lot of reforms beneficial to employees and therefore should be left to complete them.

The union says that Mr. Njagi is being victimized for standing with the employees and refusing to cooperate with the Board in their underhand dealings. He has a very good performance which can be confirmed by his last performance appraisal.

Management

The management stated that the union demand for removal and sacking of the Board of Management is beyond them since they are not the appointing authority. They denied the union's allegations of misconduct and incompetence. They argue that the union is interfering with the Management prerogatives.

The management clarified that Mr. Njagi's contract had not been renewed by the Board of Directors after serving for two terms and the position would be competitively advertised upon expiry of his current term on 17th November, 2025 at which point, he would be eligible to apply.

They further informed the meeting that this matter of Mr. Njagi will be escalated to the Board of Directors for consideration and decision making.

Observations, Findings And Analysis



1. During the conciliation, it has been observed that there are no conclusive relations climate at the institution due to several issues that have remained unresolved for a long time.
2. The employees have very strong concerns that the absence of Mr. Njagi will create a gap in communication, employee's welfare and industrial relations. They emphasized that Mr. Njagi has earned their trust and has been instrumental in maintaining harmony between the Management and staff.
3. Available records and feedback show that Mr. Njagi discharged his duties effectively, implementing HR policies supporting compliance with labour standards and promoting staff developments. No adverse records were presented against him.
4. The sudden non-renewal of the General Manager Huma Resource contract risks disruption ongoing HR programmes and weakening employee Management relationships which may lead to industrial unrest.
5. From the parties' submission it was noted that the extension or renewal of the General Manager HR contract would end the intended strike and improve the broken relationship between the parties.
6. The Board of Directors was lawfully constituted in accordance with the Kenyan Constitution and relevant regulations. Their appointment and tenure followed due legal and governance procedures.
7. While the union raised concerns regarding removal of all the Directors of the Board, no concrete evidence was provided to demonstrate violation of the law, gross misconduct or dereliction of duty that would legally or procedurally justify the removal of the Board.
8. It is therefore found that the Board of Directors should continue serving its mandate while dialogue mechanism between the union and the board be strengthened to address concerns in a structured and cooperative manner.

Recommendations

In light of the above, I strongly recommend that the current Directors be retained and supported to continue fulfilling its mandate. At the same time, I encourage both the union and the board to engage in constructive discussion to resolve outstanding issues amicably.

In view of Mr. Njagi, I strongly recommend that the board reconsiders its position and reinstate him as the General Manager Human Resource for continuity and organizational stability.

Alternatively, an extension of his contract for a specified period would allow for a proper transition of knowledge, restore industrial harmony and end the intended strike.

19. Section 68(1) of the *Labour Relations Act* provides as follows:

- “(1) (1) if a trade dispute is settled in conciliation, the terms of the agreement shall be –
- a. Recorded in writing, and



b. Signed by the parties and the conciliator”

20. In the instant case, there is no written settlement agreement dully signed by both parties and the conciliator as required by the above provision in mandatory terms. However, both parties have welcomed the conciliation report but differed over the actual terms to be recorded. The court gave the parties an opportunity to frame the terms of the settlement agreement but with no success. Instead each party filed its own terms.

21. The Respondent was the first to file a draft consent dated 3rd October 2025 which have copied below:

“(a) (a) The parties herein do implement the Conciliation Report dated 1st October 2025 namely;

i. The Five Hundred and Seven (507) employees of the Claimant currently engaged on fixed terms contract be absorbed to permanent and pensionable terms of service as set out in the Conciliation Report.

ii. As regards the transfer of Ground Flight Safety (GFS) functions, the Respondent to nominate two (2) representatives to the Technical Committee comprising the Claimant and the Kenya Civil Aviation Authority (KCAA). The outcome of deliberations of the Committee be discussed with the Respondent so that concurrence is reached before a decision is made.

iii. Employees who have been promoted be issued with letters confirming the new terms of service.

iv. Employees who are entitled to payment for overtime duties be paid in the October 2025 payroll.

v. Parties to engage regarding any other labour issue.

b. Each party to bear its costs”.

22. The Claimants draft consent was dated 8th October. 2025 and is copied below:

“1. The Claimant and the Respondent shall maintain industrial peace, having resolved the issues raised in the strike notice dated 23rd September 2025 through the conciliation meeting held on 29th September 2025 and subsequent discussions between the parties. The intended strike is deemed to be accordingly called off.

2. As regards the Ground Flight Safety function, the Respondent to nominate two (2) representatives to participate in the engagements with the Kenya Civil Aviation Authority, it being understood that the Claimant continues to exercise its statutory mandate under section 12 of the [Kenya Airports Authority Act](#), including the management and operation of aerodromes and apron areas.

3. The transition of employees engaged on fixed-term contracts to permanent and pensionable terms shall be considered through established processes and procedures.



4. The transition of staff from acting appointments to substantive roles shall be undertaken in accordance with established processes and procedures.
 5. Overtime for staff members at Wilson Airport will be processed in line with established processes and procedures.
 6. The parties will continue to engage in good faith in the spirit of social dialogue and industrial harmony.
 7. This suit be marked as withdrawn with no order as to costs”.
23. The parties made submissions made herein on 9th October 2025 inviting the court to resolve the stalemate on outcome of the conciliation Report dated 1st October 2025.
24. I have carefully considered the submissions and there is no doubt that the strike notice dated 23rd September 2025 raised the following six (6) grievances:
- a. Loss of faith in the KAA Board of Directors.
 - b. Intended Transfer of GFS to KCAA.
 - c. Failure to Confirm Contract Employees to Permanent and Pensionable.
 - d. Failure to Issue Substantive Appointments to Promoted Employees.
 - e. Failure to pay Overtime to Wilson Airport Staff.
 - f. Crippling and Dismantling of the HR Department.
25. It is also clear from page 2 of the conciliation that grievance number 2, 3, 4 and 5 above were resolved without difficulties leaving grievance number 1 and 6. The parties were then called upon to make submissions on the outstanding grievances after which the conciliator made his observations and recommendations.
26. Comparing the draft terms of settlement proposed by the Claimant with the conciliation Report, one cannot fail to notice that the two are not resonating. The Claimant’s draft adds a qualifier to the resolved grievances by suggesting that the agreed terms shall be fulfilled “subject to established processes and procedures”
27. On the other hand, the Respondent’s draft exceeds the grievance number 5 on overtime as framed in the strike notice and the conciliation Report. The grievance on failure to pay overtime was only in respect of Wilson Airport Staff but the Respondents draft purports to extend the payment to cover staff in all the Airports in the Country.
28. Save for the foregoing slight exaggeration, I find the draft terms of settlement by the Respondent reasonable for adoption because they resonate well with the conciliation Report dated 1st October 2025. I therefore adopt the said draft with amendments.
29. As regards the two contested issues, that is, the Board of Directors, and the Human Resource Department, the conciliator did not find any merits in the issue of the Board of Directors. However, he found merits in the grievance with respect to the Human Resource Department and recommended for reinstatement of Mr. Njagi as General Manager Human Resource. He further noted that there was evidence that the proposal had been escalated to the Board of Directors for consideration. The said move is the proper one because it is the employer, and not the employees, who should decide which person is to be appointed to serve as the General Manager Human Resource.



Conclusion

30. I have found that there is no written and dully signed settlement agreement, on record as contemplated under section 68(1) of the Labour Relations Act that would bind the parties herein. However, I have found that the Conciliator noted, in his conciliation Report dated 1st October 2025, that the parties reached agreement in grievance number 2 to 5 and proceeded to submit on grievance number 1 and 6 in the strike notice. Finally, I have found that the conciliator dismissed grievance number 1 but found merits in grievance number 6 which was left to the employer to consider.
31. In the end, I hold that the following was the settlement agreement by the parties as can be deciphered from the conciliation Report:
- a. That the intended transfer of Ground Flight Safety (G. F. S) to KCAA be stopped and stakeholders through a consultative process document the functions and mandate of the current G.F.S. The Respondent to nominate two (2) representatives to the Technical Committee comprising the Claimant and the Kenya Civil Aviation Authority (KCAA). The outcome of deliberations of the Committee be discussed with the Respondent so that concurrence is reached before a decision is made.
 - b. That all the 507 employees on fixed term contracts be employed on permanent and pensionable terms. This should be done on or before November 2025.
 - c. That appointment letters be issued to all the promoted staff confirming them to their new positions. This should be done on or before October 2025.
 - d. That all pending overtime payments for Wilson Airport staff be paid in the October 2025 payroll.
32. Considering that the above timelines have been affected by the delay in reaching amicable agreement on the terms settlement, and also that there are financial implications in the above terms, I extend the compliance timelines by the Claimant to 31st December 2025. On the basis of the foregoing terms, the trade dispute herein is marked as resolved the case closed.

DATED, SIGNED AND DELIVERED VIRTUALLY AT NAIROBI THIS 23RD DAY OF OCTOBER, 2025.

ONESMUS MAKAU

JUDGE

Appearance:

Kashindi Advocate..... for the Claimant

Ngatia SC..... for the Respondent

