



**Railways Workers' Union (Kenya) v Kenya Railways Corporation (Cause E456 of 2023) [2025] KEELRC 1444 (KLR) (8 May 2025) (Judgment)**

Neutral citation: [2025] KEELRC 1444 (KLR)

**REPUBLIC OF KENYA  
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI  
CAUSE E456 OF 2023**

**S RADIDO, J**

**MAY 8, 2025**

**BETWEEN**

**RAILWAYS WORKERS' UNION (KENYA) ..... CLAIMANT**

**AND**

**KENYA RAILWAYS CORPORATION ..... RESPONDENT**

**JUDGMENT**

1. The delivery of this judgment aborted on 8 May 2025 because Kenya Railways Corporation (the Respondent) asserted that it had filed submissions which were not on record (the Court required time to ascertain the filing of the submissions).
2. The Railways Workers' Union (the Union) sued the Respondent on 8 June 2023, and it stated the Issue in Dispute as:  
Refusal by the Management of Kenya Railways Corporation to negotiate a Collective Bargaining Agreement.
3. The orders sought by the Union were:
  - i. That the Honourable Court be pleased to declare the Respondent's unwillingness to commence negotiations of a Collective Bargaining Agreement with the Claimant on behalf of the Claimant's members unfair labour practice.
  - ii. That the Honourable Court be pleased to order both the Claimant and Respondent to commence, fast-track and conclude negotiations for the Collective Agreement within 30 days.
  - iii. That the Honourable Court be pleased to direct the Labour Commissioner, Ministry of Labour, to Chair the negotiations for the Collective Bargaining Agreement and file a report in Court within 45 days after judgment.



- iv. That the cost of this application (sic) be paid by the Respondent.
4. The Respondent filed a Memorandum of Response on 12 March 2025, and on 17 March 2025, the parties agreed that the Cause be determined based on the record, affidavits and submissions to be filed and exchanged.
5. During the session, the Court directed the parties to file and exchange affidavits and submissions within agreed timelines.
6. The Union filed submissions on 7 April 2025 (should have been filed and served before 4 April 2025. It did not file an affidavit).
7. Instead of filing an affidavit of evidence and submissions, the Respondent filed a witness statement on 7 April 2025 (it filed an affidavit on 6 May 2025 and submissions on 8 May 2025).
8. In the affidavit, the Respondent deponed that it could not conclude a collective bargaining agreement because of a string of court cases and lack of a Board of Directors.
9. The Respondent further asserted that it had offered a salary increment in 2023 but the same could not be implemented because of advice by the Salaries and Remuneration Commission to develop a human resource policy/salary structure.
10. The Court has considered the record, the Union's affidavit filed with the Memorandum of Claim, Respondents affidavit and the submissions.
11. The Union and Respondent last entered into a Collective Bargaining Agreement in 2014. The Agreement expired in 2017.
12. On 17 May 2017, the Union presented its proposals for a new Collective Agreement to the Respondent, but there was no positive response.
13. Consequently, the Union reported a trade dispute to the Cabinet Secretary on 12 March 2020.
14. The Cabinet Secretary accepted the trade dispute, and he appointed a Conciliator. Around 17 December 2021, the Respondent notified the Union that its proposals had been placed before the Board of Directors.
15. On or around 31 October 2023, the Respondent sought the advice of the Salaries and Remuneration Commission, and the Commission gave its advice on 15 May 2024, approving the proposals.
16. The Respondent then made certain requests to the Commission, and it replied on 9 November 2023, seeking certain records.
17. It is now about a year since the Salaries and Remuneration Commission advised the Respondent.
18. One of the conditions the Commission gave to the Respondent was to develop a salary structure in line with standard human resource policies and practices.
19. The Respondent has not explained why it has not developed a salary structure 2 years down the line.
20. Further, the Respondent has not given any reasonable justifications why it has not concluded the negotiations with the Union.

### **Conclusion and Orders**

21. In consideration of the above, the Court orders:



- i. A declaration is hereby issued that the Respondent's failure to negotiate and conclude a Collective Bargaining Agreement with the Claimant amounts to an unfair labour practice.
- ii. The Respondent is hereby ordered to negotiate and conclude a Collective Bargaining Agreement with the Claimant within 90 days.

22. Because of the ongoing social partnership between the parties, each party to bear own costs.

**DELIVERED VIRTUALLY, DATED AND SIGNED IN NAIROBI ON THIS 8<sup>TH</sup> DAY OF MAY 2025.**

**RADIDO STEPHEN, MCIARB**

**JUDGE**

Appearances

For Claimant Mr Asuma instructed by Abel B.C. Asuma Advocates

For Respondent Mr Kamande instructed by Prof Albert Mumma & Co. Advocates

Court Assistant Wangu

