



**Public Transport Operations Union v Union Logistics Limited & another
(Cause E047 of 2025) [2025] KEELRC 1701 (KLR) (12 June 2025) (Ruling)**

Neutral citation: [2025] KEELRC 1701 (KLR)

**REPUBLIC OF KENYA
IN THE EMPLOYMENT AND LABOUR RELATIONS COURT AT NAIROBI
CAUSE E047 OF 2025**

**S RADIDO, J
JUNE 12, 2025**

BETWEEN

PUBLIC TRANSPORT OPERATIONS UNION CLAIMANT

AND

UNION LOGISTICS LIMITED 1ST RESPONDENT

KENYA NATIONAL POLICE SERVICE COMMISSION 2ND RESPONDENT

RULING

1. The Public Transport Operators Union (the Union) sued Union Logistics Ltd (the 1st Respondent) and Kenya National Police Service Commission (the 2nd Respondent) on 28 January 2025, and it stated the Issue in Dispute as:

The arrant violation by the Respondent of the registered valid collective agreements in recognition and collective bargaining agreements in a futile attempt to frustrate the employees' rights to freedom of association and the Claimant's right to represent them in accordance to the procedures and laws in place.

2. The reliefs sought by the Union were:
 - i. THAT the ongoing process at DCI with respect to the subject matter herein be and is hereby set aside.
 - ii. THAT the Respondent's letter dated 24th December 2024, addressed to the Chairman with respect to stopping trade union deductions, be declared unprocedural (sic) be set aside.
 - iii. THAT parties be and are hereby directed to progress their consultative meetings as previously scheduled between the said parties and in accordance to the provisions of the Collective Agreements in place with the status quo being.



- iv. THAT parties be granted the latitude to move the Court in the event of none adherence to the directives and may be issued by the Court.
 - v. THAT that costs of the Claim be provided for.
3. Filed with the Memorandum of Claim was a Motion seeking orders:
 - i. ...
 - ii. ...
 - iii. THAT the status quo be and is hereby maintained with the suspended workers being reinstated back to duty with no loss of any privilege and or right pending the hearing and determination of the matter herein.
 - iv. THAT the Respondent be and is hereby prohibited from victimising, intimidating and threatening members of the Claimant union on the basis of their association with the lawful activities of the Claimant trade union, including the intended action of unprocedurally stopping the union deduction as has been initimated in a letter dated 24th December 2025.
 - v. THAT a declaratory order be and is hereby issued to the effect that the Respondent is in violation of section 18 of the parties' Collective Agreement RCA E385 of 2023, terms bordering on the suspension of the employees and or members of the Claimant trade union.
 - vi. THAT the Hon Court directs that the consultative meetings as have been scheduled between the parties to take place on the 16th of January 2025 now differed to first week of February 2025 as proceed under a Court Annexed Mediated Arrangement.
 - vii. THAT costs of this application be provided for.
4. The main grounds in support of the Motion were that the 1st Respondent had violated clause 18 of the parties Collective Bargaining Agreement by reporting a theft to the Police while conducting investigations at the same time; the 1st Respondent was resiling from the dispute resolution avenues set out in the Collective Bargaining Agreement and that the 1st Respondent was intimidating employees from enjoying their rights to freedom of association and collective bargaining.
5. The Court directed the Union on 29 January 2025 to serve the Motion together with submissions. The Union filed its submissions on 19 February 2025.
6. The 1st Respondent caused a replying affidavit sworn by its Human Resources Manager to be filed on 24 February 2025.
7. In the affidavit, it was deponed that the Respondent discovered on 24 December 2024 that some stock belonging to its client had been sneaked out of its customs bonded warehouse at Jomo Kenyatta International Airport; a report was made to the Police on 6 January 2025; stock reconciliation/audit revealed a discrepancy of Kshs 2,258,215/-; it was necessary to conduct further investigations hence the need to suspend some named employees with notice to the Union; the contracts of some of the suspected employees expired on 31 December 2024 or 9 January 2025; one of the employees resigned on 9 January 2025; that clause 18 of the Collective Bargaining Agreement provided for suspension of employees; that police investigations could run parallel to internal investigations; there was no evidence employees had been threatened or victimised and some employees had voluntarily withdrawn from the Union and that the claims by the Union could only be addressed during a hearing on the merits.



8. The 2nd Respondent filed Grounds of Opposition to the Motion on 24 February 2025, contending that the *Employment Act* did not apply to the Kenya Police Service; it did not have a contractual relationship with the Union; it did not have any criminal investigative or police powers and that no legal nexus had been established against it and the dispute.
9. The 2nd Respondent filed its submissions on 25 February 2025.
10. The 1st Respondent filed a further affidavit and submissions on 25 February 2025.
11. The Court has considered the Motion, affidavits and submissions and makes the following determinations.
12. One, the Union and 1st Respondent have a recognition agreement and a Collective Bargaining Agreement in place.
13. Two, the 1st Respondent reported a theft incident to the Police and at the same time commenced internal investigations with a view to taking disciplinary action.
14. The Police have a legal mandate to investigate allegations of criminal offences, and parties may not generally waive or oust the jurisdiction of the Police in the performance of its investigative mandate.
15. Three, the Union has not demonstrated that criminal investigations could not run parallel to internal investigations meant to facilitate disciplinary action.
16. Four, Union has not shown that the suspension of the employees suspected of involvement in the theft breached the Collective Bargaining Agreement or any known legal principle.
17. Five, the Union has not demonstrated that the 1st Respondent threatened or intimidated employees because of having participated in union activities.
18. Six, the Union moved the Court before attempting to comply with the statutory alternative dispute resolution avenues outlined in Part VIII of the *Labour Relations Act*.
19. Lastly, the Union has not shown any wrongful act or legal injury occasioned to it by the 2nd Respondent, the National Police Service Commission.

Orders

20. In light of the above, the Motion dated 23 January 2025 is found without merit and is dismissed with costs.

DELIVERED VIRTUALLY, DATED AND SIGNED IN NAIROBI ON THIS 12TH DAY OF JUNE 2025.

RADIDO STEPHEN

JUDGE

Appearances

For Claimant Okonji Fenus, Secretary General

For 1st Respondent Daly Inamdar Advocates LLP

For 2nd Respondent Rwenji Wairimu, Litigation Counsel

Court Assistant Wangu

