

Kenya Aviation Workers Union



All correspondences should be addressed to the Secretary General

Airport Complex Ltd.
JKIA Cargo Village,
P.O.Box 19157-00501,
Nairobi, Kenya.
Tel: 0729 039 242

Mr. Emile N. Arao,
The Director General,
Kenya Civil Aviation Authority (KCAA),
Aviation House, JKIA,
P.O. Box 30163-00100,
NAIROBI.

Dear Sir,

RE: STRIKE NOTICE



9th February 2026



Pursuant to the provisions of Article 41 (2) (d) of the Constitution of Kenya 2010, Section 76 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 Civil Aviation Authority (KCAA) shall go on strike after the expiry of seven (7) days from today, 9th February 2026.

This action has been necessitated by the following issues in dispute:

1. Failure to Negotiate and Conclude Collective Bargaining Agreement (CBA) since 2015

The last parties CBA lapsed in 2015. Ever since, despite persistent pleas from the Union, the Management has blatantly refused to negotiate subsequent CBAs. Apart from the 2015-2026 CBA whose negotiations stalled towards the end of 2016 due to the Management's refusal to engage without any justifiable reason, there are five (5) other CBA's cycles that are outstanding. Attempts by the Union to persuade Management to restart negotiations have been met with frustration, contempt, hollow excuses and demonstrable lack of goodwill. The consequence of your actions is that terms and conditions of service for unionisable employees of the Authority have remained unreviewed and stagnant for over ten years.

2. Refusal to Effect Union Dues Deductions for Staff in KCAA Grades 4 and 5

The Management has refused to effect union dues deductions for hundreds of employees in KCAA Grades 4 and 5 who have expressed their willingness and exercised their constitutional right to join the Union membership. Despite the Union notifying the Management accordingly and submitting the requisite statutory *Form S* duly signed by the said employees, Management has refused to comply with the provisions of Section 48 (3) of the Labour Relations Act which obligates them to implement the wishes of the employees within thirty days of being notified. By its refusal, Management has violated the rights of its employees to join the Union as provided under Article 41 (2) (c) of the constitution. The Union's please to Management to effect the union dues deduction as per the law has fallen on deaf ears.

3. Placement of a Section of Employees on Contract and/or Temporary Terms

Management has for a long time now been engaging employees either on contract or temporary terms of service for prolonged periods of time spanning several years in positions that are established and permanent in nature including positions at the Authority's East African School of Aviation (EASA). Worse still, the Management perfected the unfair labour practice of terminating the said contract workers and re-engaging them after some break in service with the apparent objective of exploiting labour by putting them on inferior terms compared to their counterparts serving on permanent terms who are performing similar roles. By perpetuating contract a temporary employment, the Management is denying the affected employees their right to decent work, right to equal pay for work of equal value and the right to fair labour practices. Attempts by the Union to implore Management to remedy the situation have not yielded any fruit.

4. Reviewing, Developing and Implementing the Authority's new Human Resource Instruments Without Union's Involvement

The Management has admitted in recent meetings with the Union that it undertook the exercise of reviewing and developing the Authority's new Human Resource Instruments and submitting the same for approval by the Public Service Commission (PSC) without the consultation or involvement of the Union. This is in contravention of the clear directives and guidelines issued by the PSC vide its Circular dated 8th August 2023 which requires that Drafts of the HR Instruments should "*be developed in a consultative manner including the participation of all players who may be affected by implementation of the Instruments, such as employees, the trade unions and other employer representatives and Boards/Councils.*" In furtherance of its impunity, Management has proceeded to implement the said new HR Instruments - Organization Structure, Grading and Staff Establishment, Career Guidelines and HR Management Policies and Procedures Manual- which directly affects employees in spite of the illegality concerning their development.

5. Down Grading of Jobs Leading to Pay Cuts

Arising from the implementation of the impugned new HR Instruments, several jobs held by unionisable employees have been down graded and assigned inferior pay scales. It is a requirement of the law that any changes to the terms and conditions of service for unionisable employees including alteration in grades and the pay structure, must be subject to negotiation and agreement with the Union. Management's unilateral decision to down grade and eventually cause pay cuts to employees is unlawful, null and void.

6. Defiance of Court Order to Renew Employee's Contract

The Employment and Labour Relations Court, in *ELRC Petition No. E206 of 2024*, issued a mandatory injunction compelling the Authority to renew the employment contract of Ms Vivian Ongwae in the position of Flight Operations Inspector with effect from the date of Judgment which was 25th September 2025. However, the Management has to date refused to renew her the contract in blatant defiance of the Court Order. The Union demands that the Management fully complies with the Court Order in all its terms as contained in the Judgment without fail, including renewing her contract, paying her accrued arrears of salary and allowances and damages as ordered by the Court.

7. Anti-Union Posturing by the Management

The Authority's Management has demonstrated, by its actions and inactions, that it does not support or care about the existence of a healthy and harmonious industrial relations climate in the organization. It has openly acted in a manner intended not only to frustrate and scuttle the CI negotiations but also to curtail and stifle the operations and activities of the Union in general. For example, the Management has refused to officially release and facilitate the attendance of Union representatives to meetings which are intended to discuss and deliberate important issues affecting employees thus denying employees their right to representation. This is a camouflaged posturing on the Management's distaste for the Union and its activities. We demand full and unconditional facilitation of all Union representatives/negotiators for attendance of CBA negotiations.

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

Please be notified accordingly.

Yours faithfully,



Moss Ndiema
Secretary General

Copy to: The Cabinet Secretary,
Ministry of Labour and Social Protection,
Social Security House, Bishops Road,
P.O. Box 40326-00100,
NAIROBI.