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RAILWAY AGREEMENTS

1914

October

Draft to Crown Agents respecting terms of

Last previous Paper.

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Mr. Bottomley,

Mr. Smith has now returned to the Prot., and corrections in his Agreement must be made out there.

The point as to leave was explained to C.A. in our letter on No. 7. But clause 2 of the revised Class II agreement which Mr. Smith <sup>(signed)</sup> (see No. 8) does not quite suit a Railway official, even when '30 months' is substituted for "3 years". Clause 2 provides that "this period may be extended as provided in Clause 19". Clause 19 provides for the re-engagement of the officer for a further period (than 30 months) "on such terms and for such period as may be mutually agreed". In practice there is no question of re-engagement, but the Governor has power to detain a man after 30 months, and no leave can be granted for such additional service.

Clause 2 should read (in the case of Railway men) "30 months commencing from the date of arrival at Mombasa. This period may, however, be extended in the interests of the public service, at the discretion of the

at subsequent Paper.

Gov  
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granted in respect of such

vice".

We asked the Governor in despatch of 15 May (on No. 4) whether Mr. Smith should not be re-engaged on the incremental scale Rs. 250 - 400 p.m..

Institute. This appears to be a Railwaymen's Club, containing Library, Billiard Room, &c. (see Rules attached to No 10).

Rule 2 provides that "all subordinate employees of the Uganda Railway staff except pure natives of India, Africa and Asia shall be members".

The reason for compulsion is not clear to me, but we have had no complaints on this point, and I think that the Railway Dept. may be allowed discretion in such a matter.

With regard to the last paragraph of the Acting G.M.'s letter - the objection to the words in Clause 6, "full salary will begin from the date of arrival at Mombasa" applies in all cases of re-engagement, but the point has not, I think, been raised before, and no difficulty <sup>has occurred</sup>. In the ordinary Class II agreement, Clause 13 (b) provides for full pay on the voyage out.

In the Railway Agreement, we shall, I think, have to cancel the words "full salary ..... Mombasa" in cases of re-engagement.

? send copy of despatch and enclosure to C.A. for info.. Point out (1) that the normal tour for a railway officer is now 30 months (this disposes of C.A. query on sheet attached to No. 10) and say that Clause 2 of the new Railway agreement should be amended accordingly, and that the correction suggested at A. in this minute should be made.

(2) that the words "and to become a member of the Railway Institute" should be added after "Protectorate" in Clause 17 of 2nd. class Railway Agreements.

(3) that in cases of re-engagement of railway officials the words "Full salary ..... Mombasa" in Clause 6 should

I will send  
minute over a  
well in reply  
to C.A. minute  
(4) H.F.D.  
23:10:1  
Done  
(4) H.F.D.  
30:10:1

should be deleted.

(I have inserted these suggestions in pencil on the agreement enclosed in No. 8).

(Sgd.) H.F.D.

23:10:14

Draft for consor..

(Sgd.) W.C.B.

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23:10:14

at once.

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3473 E.A.

Downing Street, 195

27 October, 1914.

Gentlemen,

No. 820: 9 Rev  
1914.

With reference to the letter from this Department of the 11th of July, I am directed by Mr. Secretary Harcourt to transmit to you for your information the accompanying copy of a despatch with the enclosures received from the Governor of the East Africa Protectorate, on the subject of certain points which require correction in the agreement signed on re-engagement by Mr. A. Smith, Draughtsman in the Chief Engineer's Office, Uganda Railway.

2. As Mr. Smith has now returned to East Africa it will be necessary to correct his agreement in the Protectorate. For your future guidance, however, I am to point out that Uganda-Railway Agreements will require amendment on the following three points:-

(a) Length of tour and leave.

Clause 2 of the Railway Agreement, as revised in July last, should be amended to read after "appointment", "for the period of thirty months commencing from the date of arrival at Mombasa. This period may, however, be extended in the interest of the public service, at the discretion of the Governor, but no leave can be granted in respect of such additional service." The words underlined apply to

second class Railway agreements only.

(b) ,In the case of 2nd class Railway Agreements, the words "and shall become a member of the Railway Institute" should be added after "Protective" in Clause 17.

(c) In clause 6, the words "full salary will begin from the date of arrival ... at Mombasa" may be misleading, in cases of re-engagement, as the Railway Agreement makes no such inference to the provision of full pay for the outward voyage on return from leave as exists in clause 13 (b) of the ordinary agreement. The words referred to should therefore be deleted in all cases of re-engagement of Railway officials.

I am,

Gentlemen,

Your most obedient servant,