

18158

1932

CO 533/425
KENYA

18158

RETRENCHMENTS IN STAFF.

TERMS

Previous
See 17423/C/1931.

Terms for Staff Retirements
Railways

Mr Gaunt 13/6
297 14/12
Mr Priestman 25/12
Mr Doro in 20

Subsequent

CSD 22
Mr. Griffin 23
Mr Cooke 24/12
Mr Allen 26/12
Koran 311 4/1
Waller 4/1
311 1/1

R 297 27/12
R 299 17/12
Mr Priestman 19/5
Mr Gaunt 1
Mr Gaunt 23
Mr Allen 24/12
R. Griffin 26
Mr Tomlinson 27/5
Mr Priestman 28/5
Mr Brandon 30/5
Mr Allen 30
W. Griffin 31

Mr. Yennig 20/1/32
Mr. Christian 20/1/32
Mr. King To 20/1/32
Mr. Pootley 20/1/32
Mr. Hart 20/1/32
C.S. Dept. 20/1/32
R. 297

Kenya 196 2/12/32
Submits views in regard to the lack of uniformity in the retrenchment terms accorded to retrenched officers serving on the usual 20 to 30 months agreement forwards representations from Mr. C.C. Shaw for consideration.

There seems no substance in the suggestion in this despatch that differential terms are being granted here to officers on retrenchment.

The only exceptions to the ruling laid down in the Circular despatch of the 17th September, 1931, were:-

- Copy below
- (1) in the cases of officers engaged locally by the Railway Administration who were entitled to a special gratuity, see Mr. Gent's minute on (5) in 17143/C/31, and the telegram at (b) in that file;
 - (2) in the cases of senior officers of the Railway Administration who were nearly due for retirement, and had earned substantial pensions it was decided that it would be adequate if notice were given allowing them not less than two months' full pay leave in this country, vide (9) in 17143/A/31.

It is beside the point to quote Mr. R.G. Bentall's case as one of differential treatment seeing that his appointment was not terminated for reasons of retrenchment, see (15) and (16) in 30989/E.A. Mr. Meadmore was granted 3 months' leave on full pay. The only question in his case is whether the period prior to his date of embarkation from Kenya should be reckoned as part of his leave. The Governor was consulted about the case of Mr. D.C. MacKeggan in order to verify if this officer had been retrenched.

As regards the reasons urged in paragraph 3 against the application to Kenya of the Circular of the 17th September, 1931.

(a) It seems essential that the conditions of the Circular should apply to any persons retrenched in 1931 other than the exceptions mentioned in the second paragraph of this minute.

(b) There should not, in practice, be any difficulty in distinguishing between the normal termination of agreement (in which case the 6 months' notice in the Confidential Circular of the 13th August 1929 would apply), and retrenchment.

(c) Representations by the Asian staff for more generous terms of retrenchment will have to be considered on their merits. The likelihood of such representations being received does not seem to affect the question under consideration.

In the circumstances, there seems no ground for agreeing to any general departure from the conditions laid down in the Circular of the 17th September 1931, and Mr. Shaw should therefore be granted sufficient leave to complete 3 months' full pay leave in the Colony. Mr. MacKeggan should be dealt with according to whether he was retrenched (as seems probable) or whether his engagement was terminated in the ordinary way.

? Subject to any observations by C.S.D., inform the Governor in this sense.

J.H. P...
1931

... with Mr. Priestman that the standard retrenchment terms must be held to apply to Kenya as to other territories - the only exception has been the alternative choice given to K.V.R. European staff of the standard terms or of the special conditions.

Copy below

We may assume from this that he is a retrenchee. I think this is safe to say.

Terms (which that Administration had established for itself for the purpose of equal treatment for European & Asiatic staff)

Of the cases cited in the despatch Mr. Beantall's was not one of retrenchment. We were doubtful about Mr. MacKeggan's & referred it to the Gov saying that if it was the case that he was retrenched we proposed to give him the standard terms of leave.

All the other mentioned received the standard terms.

Mr. Shaw & Mr. MacKeggan should both have the usual 3 months; the latter is in the U.K. & we must take the action - the issue is in Kenya & we should take action as proposed by Mr. Priestman. The fact that he is the holder of a Lady P.O. in Kenya should not deprive him of the leave due on retrenchment & presumably we should look for other work.

We might explain that the Gov's recommendation in para 4 does not in the Gov's view take sufficient account of the fact that emergency action

which takes the form of ~~agreement~~
termination of ~~agpt~~ ~~stiply~~ ~~in~~ ~~re~~ ~~of~~
public expenditure ~~cannot~~ ~~in~~ ~~sp~~ ~~with~~
to be dealt with under the strict
terms of ~~the~~ ^{a standard form of} agreement which was
not drawn up to suit an emergency
situation, & that special concessions
are justified in cases of retrenchment
— especially in the matter of an
adequate period of leave with pay in
order to give retrenched officers a
fair interval to find other employment.

W. G. G. G.
24/5

I think the Governor's view at A
in page 3 is right but a great
deal depends on fair
interpretation & care in his
understanding that it applies
only to cases in which the officer's
service was not have been
retained apart from the need for
economy. J. H. Allen

20/1/32

I would rather say that
while it is of course open
to the Govt. to refuse

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concessions to officers whose
work has been unsatisfactory,
it is deniable to apply the standard
terms to any case which can
reasonably be regarded as falling
in the category of retrenchment,
and in which the officer has
not so conducted himself as
to justify forfeiture of the privileges
which he would otherwise have
received.

(The Governor's view is quite
logical, but administratively
the position would soon become
impossible if we had to start
arguing with people as to whether
or not they were "retrenched". It
will pay the Govt. in the long run
to be generous: after all, anyone
who has completed his engage-
ment cannot be qualified for
much less than 3 months leave;
and the officer's difficulty in
finding other work is not affected
by the question whether or not
he is a retrenched.)

J. H. Allen 26.5.32

Done
J. H. Allen
27.5.32

I submit a draft - Amos. It may be considered desirable to issue the draft like now on 30107EA granting an extension in 1 year to Mr McKeegan as his leave expired on the 23rd May.

H. P. Parkes M.A.
28/5/32

A. Hunt
30/5

* I have to say that
it is subject to
approval of the
Board
30/5

Notes
Proceedings
M.A.

2 To Gov. Conf (1 answer) - 2 JUN 1932

§3. Governor Bygone 552 _____ 16th Nov. '32.
States that in view of attachment measures officers have been allowed an extension of time in which to take their passage to U.K. Such approval of the continuation of this arrangement as a temporary measure coincides with the European C.S. Assocn.

X
No 3 and
minutes thereon
transferred to
400071/32EA.

The objection to granting a general extension of the time allowed by Col Reg 99 (b) up to two years is, I assume, that it may assist a local employer to exploit an employer by offering a salary no higher than that he would normally have to pay plus liability for passage expenses - or possibly enable an employer to exploit the rule by receiving a higher salary than normal because then of the

2 ¹⁶/₁₆

O.D.
R 31 MAY
D. 1932

2 June
1932

Mr. Priestman 28/5

Mr. ~~Frank~~ 30

Mr. ~~Rank~~ 30

Mr. ~~Rankin~~ 30

Mr. ~~Tomlinson~~ 31/5

Mr. C. Bottomley 31

Sir J. Shuckburgh

Parlt. U.S. of S.

Parly. U.S. of S.

Secretary of State

Sir,

I have etc. to acknowledge the

(1) receipt of your despatch No. 196 of the 29th April on the subject of the ~~leave~~ ^{leave}

DRAFT.

Comm.

1. minutes

Conditions

~~must~~ be granted to officers on retrenchment.

KENYA

Confidential

Governor.

2. As there appears to be some misunderstanding in regard to the principle which has been adopted here in dealing with the cases of individual officers from Kenya who have been retrenched,

I think it desirable in the first place to indicate that the standard terms as set forth in Mr. Thomas's circular despatch of the 17th of September 1931 have been uniformly applied ^{save} in

respect of certain officers of the ^{Halters} Railway Administration where the standard terms

Go Officers retrenched from Kenya as from elsewhere throughout the Colonial Service.

[Handwritten mark]

Kenya 28/5/32

terms

with ~~the~~ ^{my} ~~affair~~ ^{affair}.

~~modify~~ ^{These} ~~terms were modified~~ ^{were} for the reasons indicated

in the correspondence ending ^(a) with ~~my~~ ^{L. Pritchard's Transport} despatch

No. 105 of the 13th of August 1931. ^{(No. 9 in 17143(a)31)}

~~High Commissioner for Transport~~ as regards senior officers who were nearly due for retirement and had earned substantial pensions, and (b)

with my ^{Transport Karam (a)} ~~confidential telegram~~ No. 36 of the 17th December 1931. ^{(No. 6 in 17143(c)31)}

for Transport as regards European Officers engaged locally who were entitled to special gratuity concessions.

3 The treatment accorded to the officers ^{your} whose cases are cited in ~~my~~ ^{your} despatch under reply does not appear to conflict with the principle outlined above, seeing that the

appointment of Mr. R. G. Bental was terminated

on grounds other than those of economy

vide ^{received} your despatch No. 364 of 30th June 1931. ^(No. 15 in file 30989 E.A.)

and reference was made to you in the cases of ^{Mr} Messrs. T. B. R. Meadmore and ^{Mr} D. C. Mackeggan

^{for the reason that} merely because there was some doubt as

^{whether} regards the former, ^{was} a period spent in Kenya prior to his embarkation should

reckon

reckon as part of the 3 months standard leave, and as regards the latter whether his appointment had been terminated for reasons of retrenchment

4 I am of opinion ~~therefore~~ that, while it is of course open to the Govt. of Kenya to refuse concessions to officers whose work has been unsatisfactory, it is desirable to apply the standard terms to any case which can reasonably be regarded as falling in the category of retrenchment, ~~and in~~ ^{provided that} which the officer has not so conducted himself as to justify forfeiture of the privileges which he would otherwise have received.

*for that reason
of who are not being
reengaged for a
further term of service*

^{by} 5 The cases of Messrs. C.C. Shaw and D.C. Mackeggan will therefore fall to be dealt with in accordance with the standard terms of retrenchment, and the necessary action ^{is being} ~~will be~~ taken here to grant to the latter such extension of leave as will enable him to complete

3 months leave with full salary.

(Sgd.) P. O'CONNOR-LISTER. I have etc.

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GOVERNMENT HOUSE,
NAIROBI,
KENYA

KENYA.

No. 196

29th April, 1932.

Sir,

I have the honour to report that some misunderstanding and lack of uniformity is apparent in the treatment of individual officers on retrenchment from this Colony's service in regard to the leave on full pay granted to them after they reach England. The officers to whom I refer are those serving on the usual 20 to 30 months agreements, and as the practice adopted in certain cases has been taken without consultation with this Government, the inevitable results have been the granting of differential terms which are now becoming known in this Colony through the medium of private correspondence.

Unsworn Conf. - 2 JUN 1932

2. This difference in treatment has resulted in the receipt of representations for the grant of additional retrenchment leave from Mr. C. C. Shaw, lately an Assistant Architect in the service of this Colony whose appointment was terminated on the grounds of economy with effect from the 31st December last. I enclose copies of the relative correspondence in this connection. Mr. Shaw has been informed that his application has been referred to you for your consideration but before dealing with the details of his letter it may be of assistance if I cite certain specific instances of differential treatment to which I have referred in my previous paragraph.

Correspondence.

(i). Mr. R. G. Bentall, Agricultural Officer,

was

THE RIGHT HONOURABLE
MAJOR SIR PHILIP CUNLIFFE-LISTER, P.C., G.B.E., M.C., M.P.,
SECRETARY OF STATE FOR THE COLONIES,
DOWNING STREET, LONDON S.W.

was granted the leave for which he was eligible. He arrived in England on the 11th January and his appointment terminated on the 27th of February last.

(ii). Mr. A. B. S. Ransford, Agricultural Officer, (see Mr. Thomas' despatch No. 678 of the 30th September, 1931) was granted such an extension of leave as would enable him to have three months leave of absence in England. The cases of Mr. J. P. Purnell-Edwards and Mr. G. B. Norburn of the Public Works Department are identical.

ho 18 m
32886 E.H.
(Purnell-Edwards)

(iii). Mr. T. B. R. Headmore, Clerk, Public Works Department, (see your despatch No. 230 of the 24th of March). This officer's application for the grant of three months' leave in England has been referred to me for comment. I would particularly draw your attention to paragraph 2 of Colonial Office letter No. 32223 E.A. addressed to Mr. Headmore on the 23rd March.

ho 14 m
32223 E.H.
(T.B.R. Headmore)

(iv). Mr. D. C. MacKeggan, Foreman, Public Works Department, (see your telegram No. 81 of the 18th of April).

ho 18 m
ho 11 m
(D.C. MacKeggan)
30107 B.H.

3. I am aware that "standard" retrenchment terms were laid down in Mr. Thomas' Circular despatch of the 17th September last but that despatch had not been received in this Colony on the 13th October, the date on which I in my capacity as High Commissioner for Transport notified you in my despatch Transport No. 169 of the retrenchment terms which were being applied in cases of the termination of appointments of officers in the service of the Railway and of this Colony. After due consideration

Copy attached

No. 5
17/4/31

consideration of Mr. Thomas' despatch it was decided to await your reply to my despatch before promulgating the new conditions. The chief reasons actuating this decision were: -

- (a). The difficulty in obviating anomalies and complaints of differential treatment of officers occupying similar posts which would arise if the new conditions were promulgated without retrospective effect.
- (b). The difficulty of differentiating between officers serving on agreement who are retrenched and those whose engagement is being terminated in the ordinary way on the completion of an existing agreement. In this regard I hold the view that treatment in accordance with the terms of the agreement is the only way of preventing anomalies arising as between officers retrenched and those whose engagement is being terminated in the ordinary way on the completion of an existing agreement. If an officer whose services are not altogether satisfactory is not being re-engaged for a further tour of service it does not follow that retrenchment conditions should apply even though the post rendered vacant remains unfilled for a time in the interests of economy.
- (c). The likelihood of the receipt of representations from the Asian staff for the grant of more generous retrenchment terms to accord with the "standard" conditions granted to

the

the European staff.

No specific reply has been received from you to the effect that you were unable to approve of the retrenchment terms laid down in my despatch Transport No.169 of the 13th October, 1931, and in view of this those terms have been generally applied in the Colony's service and have led to no representations from officers in that service until those of Mr. Shaw were received.

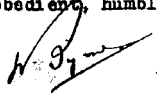
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17/4/31

Another reason which influenced this decision was the fact that as stated in paragraph 2 above differential treatment was being accorded to individual officers on arrival in England and it seemed therefore that the "standard" terms were not necessarily to be applied automatically in every instance but were capable of variation to suit individual cases.

4. In all the circumstances therefore, I do not consider that any need exists to vary the practice which has been carried out in this Colony, i.e. that of treating an officer in accordance with the terms of his agreement, and I am unable to see that an officer so treated can have any cause for grievance.

I do not consider that the case of Mr. Shaw, who is the husband of Dr. M.M. Shaw, Medical Officer, presents any special features meriting exceptional treatment and I recommend that he be informed that no reason is seen to justify the grant to him of terms more generous than those laid down in his agreement and in accordance with which he has been treated.

I have the honour to be,
Sir,
Your most obedient, humble servant,



BRIGADIER-GENERAL.
GOVERNOR.

p. O. Box No. 522,

Nairobi,

8th April, 1932.

The Hon. the Colonial Secretary,
Nairobi.

Sir,

Leave Pay.

I understand that Colonial Regulations provide that officers retrenched or discharged from Colonial Service through no fault of their own are entitled to six months payment of salary from the date of notice of termination of their appointment or alternatively to three months leave on full pay, whichever period is the longer.

In my own case, I was given three months notice of the termination of my appointment as from September 30th 1931 and was granted 39 days leave with pay (14 days of which were accrued from my previous tour). This makes my leave on full pay extend only till 25th. January 1932 which is a shorter period than either of the alternatives allowed by the regulation quoted in the first paragraph above.

I am informed that officers retrenched at the same time and under the same circumstances as myself have approached the Secretary of State for the Colonies and have been granted an extension of their vacation leave with full salary up to a period of three months. I would be grateful therefore if you will inform me what steps I should take to obtain the further leave of 66 days on full pay to which I appear to be entitled.

I have etc.

Sd. C. C. Shaw
(late Assistant Architect,
Public Works Department,
Nairobi)

C.527/2/0/25.

20th April, 1932.

The Hon'ble Ag. Colonial Secretary,

NAIROBI.

MR. C. C. SHAW - LATE ASSISTANT ARCHITECT, P. W. D.
Mr. Shaw No. 2/100/7/11 of 10th April, 1932.

Mr. Shaw was re-engaged specifically for Loan Works, and in this connection I have to draw your attention to Minute No. 2 of the Loan Works (Buildings) Committee Meeting of the 24th May, 1931.

2. The particular works for which Mr. Shaw was re-engaged did not mature and consequently upon this and upon the anticipated time of completion of the Loan Works in progress Mr. Shaw was served with three months' notice of termination of his appointment with effect from the 20th September, 1931.

3. When Mr. Shaw was re-engaged in England he had every reason to anticipate that he would serve a full normal year, and consequently he possibly incurred expenditure and commitments which he would not have undertaken if he had anticipated the termination of his appointment after a little over ten months' service, and consequently it may be considered that he is due the same consideration that the Secretary of State has treated the other officers to whom Mr. Shaw refers.

4. On the other hand, Mr. Herbert, whose service was also terminated at the same time as that of Mr. Shaw, and whose similar circumstances, has been granted an act of grace by the Secretary of State additional leave from the 21st March to 20th April, 1932, i.e., 30 days' extension, and this particular officer has served over 20 months of his term, and it seems unreasonable that Mr. Shaw, who only served ten months, should be granted leave over and above the extra leave that has been sanctioned in the case of Mr. Herbert.

5. In the matter of Mr. Herbert's case as regards service, I consider that Mr. Shaw should not be granted more than 14 to 15 days' extension.

J. C. SPENCER,
DIRECTOR OF PUBLIC WORKS,

22.

LOAN WORKS (BUILDINGS) COMMITTEE.

Extract of Minutes of Meeting held at the Secretariat
on Tuesday, 6th May, 1930, at 2.15 p.m.

.....

9. Re-engagement of Mr. C. C. Shaw, Assistant Architect.

The Superintending Engineer intimated to the Committee that Mr. Shaw's tour of service would terminate on 30th. November, 1930, and he wished to know if there was any likelihood of his being re-engaged for a further tour. Although the future loan programme was not definitely known at the moment, it was considered almost certain that Mr. Shaw's services would be required for another tour of service.

IT WAS RESOLVED: -

That Mr. C. C. Shaw should be re-engaged as an Assistant Architect on Loan Staff, on a Class "A" Agreement, for a further tour of 20/30 months, on a scale of £600 x £30 to £720, and that the place of entry in the scale shall be decided in consultation with Government.