

1928

Kenya

No. 15322

SUBJECT

C 0533/380

Training of Native Artisans.

Previous	
Subsequent	X. 15323/28 (apples building depot)

regarding training of native artisans 2

This is interesting.

See 15282/28 (Suppl. Est. 45)

Morfishen was like to see

Note, when in '66 & '67 (London)

Putt

J.W.M.

418

418.

trace

for Africa

The original was said to be in  
a set I never saw by Captain and J.  
H. Brown, author of the work.

in Africa

30/10/28

at once

/A.

Extract from Minutes of the 45th. Meeting of the  
Advisory Committee on Native Education in  
Tropical Africa held in the Colonial  
Office on September 27th.. 1928.

---

6. Kenya: Training of Native Artisans. Circular  
No. 37, Public Works Department, 5th. April 1928.

The proposals put forward in the Circular by the Public Works Department for the empiclyment of native artisans in that Department, were addressed to the executive and assistant engineers in various centres. The importance of training artisans was emphasised and a description given of what had already been done in this direction.

Sir Edward Denham informed the Committee that in the past all native artisans had been attached to the Industrial Training depot, but that under the new proposals a certain number would be attached to the Public Works Department. It remained to be seen which scheme gave the most successful results. A condition attached to the scheme was that every gang of native artisans sent out by the Public Works Department, should have a European supervisor.

PUBLIC WORKS DEPARTMENT.

HEAD OFFICE,

NAIROBI.

5th April, 1924.

Executive Engineer, Mombasa,  
" Nairobi,  
" Eldoret.  
Ag. " Kisumu,  
" Nakuru,  
Assistant " Nyeri,  
" Kitale, through Executive Engineer,  
Eldoret.

AFRICAN ARTIZANS.

Government has decided that much more vigorous steps are to be taken by this Department to train Africans to become artizans than in the past. I wish it to be understood that Government, and I myself also, regard this matter as being of profound importance. Executive Engineers and all technical officers are enjoined to give, and to continue to give, this matter their most careful attention, even though the results may for the first few years be disappointing.

2. There are several methods in operation at present for training African artizans:-

(1) Native Industrial Training Depot, Kabete.

At this institution training is carried out more or less under school conditions, the youths being indentured to particular trades for 5 years, or less if the boy has already acquired some proficiency on account of prior training at a Mission school or elsewhere. The depot has accommodation for 300 apprentices under training at the depot and aims at having 300 more at work.

on Public works in the Colony in the future.

About 64 are at present at work on buildings for the Public Works Department, mostly in Nairobi.

The method of training is through the medium of European leading Artisans. The wages paid to the pupils are 4/-, 5/-, 6/-, 8/- and 10/- per month in successive years during the period of apprenticeship.

(2) The method adopted by the Native Industrial Training Depot is similar to that of the Indian Industrial Training Depot in that European instructors are believed to teach the prisoners. A gang of prisoners is housed in the Jewellery Shop at the Public Works Department, Nairobi, is reported by the foreman to be doing good work.

### (3) Railway.

Two methods are employed by the Railway:-

#### (a) The Apprenticeship System.

At present there are 134 boys indentured for 5 years, according to an agreement which requires teaching on similar lines to the Native Industrial Training Depot agreement. Teaching is given in the workshops and also at the hostel after hours. The teaching at the hostel is partly literary. The wages paid are higher than at the Native Industrial Training Depot, being 6/-, 8/-, 12/-, 16/- and 20/- per month in successive years.

(3) The Artisan System.

A large number of native artisans are employed by the Railway in their workshops. They are graded as follows:- 3rd class artisans 25/- to 40/- per month; 2nd class artisans 45/- to 60/- per month; 1st class artisans 70/- to 120/- per month. There are only two 1st class artisans at present. 2nd and 3rd class artisans get rations. The method of recruitment is merely the selection of natives of intelligence from labourers. They are not on agreement. The method adopted for training and improvement is merely to make them work alongside trained artisans of any class whatever at sites of their work. Their increase of pay depends on their progress. A large proportion of the work in the Railway Workshops is now done by these native artisans. The Chief Mechanical Engineer of the Kenya and Uganda Railways regards this system as yielding better results than the method described in (a) above. Difficulty has, however, been experienced through artisans getting tired of the work and leaving after having progressed some way.

(4) Public Works.

In October, 1927, the Department was employing 45 native artisans (other than motor drivers) at rates varying from 13 cents to 61 cents per hour.

(5) Private Enterprise.

Some motor firms, farmers and a few contractors

(especially in respect of painters) have had a fair measure of success by adoption of the method outlined in (3) (b) above.

3. The system which it is now intended to work to in this Department is a modification of (3) (b) above. Natives who have been employed in the Department or otherwise for some time and who have shown a good degree of intelligence, aptitude and reliability during their work should be selected. In every division there are natives of this type who are more intelligent than the average and who are more or less reliable in respect of such operations as lining out, mixing concrete, fixing fencing, making huts, helping artizans, simple repairs to motor vehicles, etc. These natives may be regarded as having had initial mental training in work. Moreover, they are often to some extent detribalised and more likely to desire permanent employment in trades which offer higher wages as proficiency progresses. When enrolled as artizans they will, of course, work the ordinary working hours of the Division. Natives who have received initial training at mission schools or the Government technical school should not be enrolled as Government does not desire competition with the Native Industrial Training Depot as a finishing school.

4. The grading of the native artizans will be as follows:-

Fourth Class Native Artizans	16/- to 20/- per month
Third "	22/- to 40/- "
Second "	42/- to 60/- "
First "	32 cents to 62 cents per hour,

Ordinarily a selected labourer will enter as a fourth class artisan at the wage which he is obtaining, or would obtain if he were employed, as a labourer.

If, however, the wage which the boy is obtaining in some capacity other than labourer is between 20/- and 40/-, he would be enrolled in that grade at the wage which he is obtaining. Native artizans who are at present employed at a rate per hour may either be enrolled under this scheme or remain as casual employees at an hourly rate at the discretion of the Executive Engineer. I do not, however, wish any artizan to be enrolled as a first class artizan, nor should any untrained artizan enter in any grade above the third and only in exceptional cases should an untrained artizan commence higher than the bottom of this grade. If there are any native artizans at [redacted] who are really proficient, I prefer that they be designated "leading native artizans" and their work largely that of instruction in the use of tools. When work is required at out-stations, a temporary increase in wages not exceeding 25% may, in special cases, be given while so employed, at the discretion of the Executive Engineer.

5. I shall expect all European foremen and Indian sub-foremen to take an active interest in the scheme and to co-operate fully in making it as successful as possible. It has been stated that

9

there is some difficulty with regard to training natives with Indians, but it is thought that if the method is properly explained to the Indian artisans difficulty should not arise in the majority of cases. It is necessary for Executive Officers to take steps to see that it is properly explained and that foremen and sub-foremen fully co-operate and assist in the necessary instruction. Proficiency in this respect will be favourably regarded when considering the granting of increments or promotion. Indian artisans who are notably helpful will receive special consideration.

6. Native artisans will be on probation for a period which will ordinarily be 5 months. If they show promise during that period (or such further period as may be required), an agreement in accordance with the enclosed form will be entered into if the employee is willing to do so. The agreement will ordinarily be for 5 years, but ~~the period~~ may be reduced at the discretion of the Executive Engineer. It will date from the beginning of the probationary period. The reasons for an agreement are to ensure that the artisans will be available for work at out-stations and that the labour of training them will not be lost to the Department.

7. When native artisans are signed on, they will be supplied with sets of tools suitable for their trade. These articles will not differ from

those of native labourers. Accommodation separate from those of ordinary labourers should be provided for them. When employed away from the base, they will ordinarily have either portable corrugated iron shelters or tents.

8. It is desired to aim at having at least 150 native artisans in the Department. It is recognized that the selection of natives of the proper type suitable for training under this scheme cannot be effected immediately in large numbers. The number to be aimed at in each division must be left largely to the discretion of Executive Engineers.

9. The number for each trade must be left indefinite at present and be dependent on circumstances in each division. The chief demand is likely to be for builders in concrete block and brickwork, plasterers and carpenters.

10. Arrangements should be made in each case for instruction in the use of tools, in the first instance, by a skilled artisan. There is a sum in the estimates this year to cover initial expenses, such as purchase of tools, but, after the boys have received such initial training, they should be employed on works with trained men as above described and their wages and other expenses charged to these works. It is not intended to give any literary or other training in schools or depots, though initial instruction in the reading of the

-8-

foot rule should be given. It has been decided by Government that this system of training is only to be adopted if there is an European in charge who is competent in the trades of which the artisans are acquiring knowledge. It is intended to engage six Europeans for the purpose who will be distributed as required after engagement. Meantime the scheme is only applicable to Loan Buildings. Where it is impossible in divisions to give the initial training in the use of tools which is required, such natives as enter the scheme should be sent to Nairobi in the first instance.

II. It has been decided by Government that Indians may be employed on those Class B buildings of the Loan Schedule where this method of training Africans is adopted.

(Signed) H.L. SIKES.

DIRECTOR OF PUBLIC WORKS.

COLONY AND PROTECTORATE OF KENYA.

PUBLIC WORKS DEPARTMENT.

MAPATANO yamefanyika siku ya.....ya mwezi wa.....19...  
 19... KATI YA Director of Public Works (ambae hapa yuaitwa "Mwenyi Kazi") Kwa upande ymoja NA.....  
 .....Mwenyi  
 Kipande cha namba.....(ambae hapa yuaitwa "Fundi") kwa upande mwengine.  
 KWA KUWA huyu Fundi wamesikizana na huyo Mwenyi Kazi nae amejifunga mwenyewe kwa kumtumikia katika Colony and Protectorate of Kenya kwa muda wa miaka.....  
 Kuhesabu tangu.....  
 Katika Kazi ya Ufundu wa .....kwa mkatuba huu ufuatanao.

MAPATANO YENYEWE NI KAMA HAYA:-

Fundi apatama nae ajifunga mwenyewe kama hivi:-

1. Kwamba, baada ya kumaliza miezi mitatu ya kujaribiwa na kazi yakwet ikionekana kuwa ni nzuri kwa huyo Mwenyi Kazi, au kwa muda wowote apendao yule Mwenyi Kazi, nae kwa bidii na kwa uaminiifu na kwa uwemo wakwete wote statili amri zote na kufanya

COLONY AND PROTECTORATE OF KENYA.

PUBLIC WORKS DEPARTMENT.

AN AGREEMENT made the..... day of.....19... BETWEEN the Director of Public Works (hereinafter called "The Employer") of the one part and ..... registered number.....(hereinafter called "The Artisan") of the other part.

WHEREAS the Artisan hereby contracts with the Employer and binds himself to serve him in the Colony and Protectorate of Kenya for a period of..... years to be computed from .....in the capacity of.....

Artisan upon the terms and conditions hereinafter specified,  
 IT IS HEREBY AGREED as follows:-  
 The Artisan agrees and binds himself as follows:-

1. That, having completed a probationary period of three months to the satisfaction of the Employer, or such longer period as the Employer may regard as necessary, he will diligently, faithfully, and to the best of his ability obey all

kazi zote zitakazohusu za kazi yakwe atakayopewa ni yule Mwenyi. Kazi au mtu yoyote ambae tini ya amri yakwe amewekwa atumike kwa muda huo wa mapataho. Nae atatii amri zote za kazi za huyu Mkubwa Waki katika sasa za kazi au sifa nyengiha ziwazo zote wala asiati kuja kazini mtana au usiku bila ya ruhusa. Zaidi ya hivyo atakiwa tafanye bidii kushika mafunzo ya kazi yaliwa nendeleo kuwa mtu wa ilimu na fundi wa akilli.

Wa Mwenyi Kuri apatana hivi:-  
2. Kwamba kwa mida wa masikizmo hayo atampa Fundi nyumba iliyo na nafasi au homa, kisha atamtezana sana kwa kumpoleka kuppwa domo waketi awao mgonjwa nae atampa mshahara kama hivi:-

4th Class Artisan Shgs.16/- mpaka Shgs.20/- kwa mwezi.

3rd Class Artisan Shgs.22/- mpaka Shgs.40/- kwa mwezi.

2nd Class Artisan Shgs.42/- mpaka Shgs.60/- kwa mwezi.

1st Class Artisan 32 cents mpaka 62 cents kwa moja.

such orders and perform all such work appertaining to his craft or otherwise as may be given to him by the Employer or any other person under whose authority he may be placed during the currency of the Agreement. He shall obey all lawful commands of the said Officer both within and beyond the actual working hours and shall not absent himself by day or night from his service without leave. Further that he will use every endeavour to improve his proficiency at his trade and do his best to become and continue to be a skilled and efficient craftsman.

The Employer agrees as follows:-  
2. That during the said term he will provide the Artisan with reasonable accommodation in quarters or in tent, will see that he obtains medical attention and medicine in illness and will pay him wages as follows:-

4th Class Artisan Shgs.16/- to 20/- per month

3rd Class Artisan Shgs.22/- to 40/- per month.

2nd Class Artisan Shgs.42/- to 60/- per month.

1st Class Artisan 32 cents to 62 cents per hour.

-3-

Katika kuandikwa wakwe buyo Fundi atapawa blanket na talipwa kwa kadiri ya mshahara wa class atakayokuwa. Na mara kwa mara huyo Mwenyi Kazi ataamru mishahara iongezwe na huyo Fundi aendeleae apandishwe katika darasa ya juu. Na awapo Fundi hafai katika mafunzo yakwe au akiwa mvivu au akiwa haendelei, Mwonyi Kazi atamrudisha darasa la tini au ampunguze mshahara wakwe au vyovoyote atakavyofanya mwenyewe akiona ni vyema. Na zaidi ya mshahara huo uliotajwa hapa juu Fundi atapawa na posho kama vile wapatavyo wengine wafanyao kazi Public Works Department. Mishahara itakatwa akiwa mtu amechelewa, au asipotii amri au akiwa ameharibu mali ya Mwenyi Kazi au mshahara wote utazuiwa iwapo mtu ameugua ugonjwa wa kujitakia mwenyewe alioupata kwa ndia ya kutojitunza kwakwe. Mtu akiwa hakuja kazini kwa ugonjwa wa hakii atapawa kama nusu ya mshahara wakwe muda wa majuma matatu ya ugonjwa baada ya hapo hatapawa mshahara tena mpaka

Upon engagement the Artisan will be given a blanket and will be paid at the initial wage of the class which his proficiency merits. From time to time the Employer will sanction increases of pay and transfer to a higher class strictly in accordance with the Artisan's progress and efficiency. In the event of the Artisan proving inefficient or lazy or failing to make progress, the Employer may reduce him in grade or pay to whatever extent may seem to him suitable. In addition to the above wages the Artisan will be given rations on a similar scale to other natives in the employ of the Public Works Department. The wages will be subject to partial stoppages in the event of unpunctuality, insubordination or wilful destruction of Employer's property or full stoppage for illness due to his own neglect or misconduct. In the case of absence from work owing to illness not due to his own neglect or misconduct the Artisan will be paid at a rate not less than half his ordinary wage.

arudi kazini.

3. Huyo Mwenyi Kazi atampa huyo Fundi vyombo vifaavyo kwa hiyo Kazi yakwe nae Fundi atavitwaa hivyo vyombo kwa daraka yakwe vikipotea au akivitumia vibaya itamlazimu kuvilipia thamani yakwe yote au fungu la thamani yakwe kama atakavyofikiri huyo Mwenyi Kazi. Muda wote utakapomalizika wa miaka .....na itakapokuwa tabia ya huyo Fundi imeonekana kuwa ni nzuri nae ameonyesha bidii na uhodari katika kazi yakwe, huyo Mwenyi Kazi atampa hivyo vyombo vyote alivyokuwa akivitumia na ambavyo ndivyo hasa vya kazi ya ufundi namna hiyo awe navyo kabisa.

4. Mwenyi Kazi atampa huyo Fundi ruksa ya majuma matatu kwa killa mwaka na mshahara mzima nae atalipa gharama ya Railway ya kwenda na kurudi.

for a period not exceeding three weeks at a time, after which he will not be paid until he resumes work.

3. The Employer will provide the Artisan with suitable tools for his trade and the Artisan will be responsible for all tools placed in his charge and loss or misuse of same will involve payment at their value either in whole or in part as the Employer may decide. Upon completion of the whole period of.....years, and provided that the conduct of the Artisan has been good and he has shown diligence and efficiency in his work, the Employer will give him the ordinary set of tools he has been using and which it is customary for an Artisan of his trade to possess.

4. The Employer will give the Artisan three weeks leave in every year, which shall not be accumulative, on full pay and will pay his return railway fare to the Railway Station nearest his home.

Pande zote mbili zimepatana zaidi

kama hivi:-

5. Wakati huyo Fundi atakapoonekana ni huyo Mwenyi Kazi kuwa haendeleto wilitaka katika kazi yakwe au tawazo tabia yakwe yote si nzuri au matii amri aambilawo, itamlezimu huyo Mwenyi Kazi kufuta huu mkatuba bila ya metisi (ileni) na huyo Fundi

6. Wakati huyo Mwenyi Kazi atkapeokwao hana kazi ya kumpa huyo Fundi itamlezimu Mwenyi Kazi kumpa Fundi kwa ajili ya mkatuba huu metisi ya miezi mitatu. Kwa ajili hiyo huyo Fundi atapewa sehomu rizima ya vyombaji bure kama vile ambawyo angishoma rmemalizi muda timamu wa michezo..... ya kazi.

It is further mutually agreed as follows:-

5. In the event of the Artisan, in the opinion of the Employer, failing to make adequate progress in becoming skilled at his trade, or in the case of gross misconduct or insubordination on his part, it shall be competent for the Employer to have this Agreement cancelled without notice and the Artisan shall return all tools and any other property of the Employer in his charge and shall forthwith cease to serve the Employer and shall not be entitled to any leaving certificate.

6. In the event of the Employer being unable to continue the employment for the Artisan it shall be competent for the Employer to determine this Agreement by giving the Artisan two months notice. In such a case the Artisan will be entitled to his set of tools free of charge as would be the case had he completed the full period of ..... years service.

-6-

KWA KUSHUHDIA hizi punde  
mbili ambazo zinetez mikono ya  
au alame zaq kwa.....mbelo  
ya.....siku na mwaka  
vimekwisha andikwa kwanza.

IN WITNESS whereof the said  
parties have hereunto set their  
hands or made their marks at  
.....before the  
....., the day  
and year first before written.

na  
Sahibi au alame  
ya kidole cha  
mkono wa kushoto.

Signature and  
or  
left thumb mark.

DIRECTOR OF  
PUBLIC WORKS.

DIRECTOR OF  
PUBLIC WORKS.

African Artisan.

African Artisan.

COLONY AND PROTECTORATE OF KENYA.

PUBLIC WORKS DEPARTMENT.

MAPATANO yamefanyika siku ya.....ya mwezi wa.....19... KATI YA Director of Public Works (ambae hapa yuaitwa "Mwenyi Kazi") Kwa upande mmoja NA.....  
.....Mwenyi

Kipande cha namba.....  
(ambae hapa yuaitwa "Fundii") kwa upande mwengine.

KWA KUWA huyu Fundi wamesikizana na huyo Mwenyi Kazi nae amejifunga mwenyewe kwa kumtumikia katika Colony and Protectorate of Kenya kwa muda wa miaka.....

Kuhesabiwa tangu.....  
Katika Kazi ya Ufundi wa .....kwa mkataba huu ufuataao.

MAPATANO YENYEWE NI KAMA HAYA:-  
Fundii apatana nae ajifunga mwenyewe kama hivi:-

1. Kwamba, baada ya kumaliza miezi mitatu ya kujaribiwa na kazi yakwe ikionekana kuwa ni nzuri kwa huyo Mwenyi Kazi, au kwa muda wowote apenao yule Mwenyi Kazi, nae kwa bidii na kwa umamifu na kwa uwezo wakwe wote atatii amri zote na kufanya

COLONY AND PROTECTORATE OF KENYA.

PUBLIC WORKS DEPARTMENT.

AN AGREEMENT made the..... day of.....19... BETWEEN the Director of Public Works (hereinafter called "The Employer") of the one part and ..... registered number.....(hereinafter called "The Artisan" of the other part.

WHEREAS the Artisan hereby contracts with the Employer and binds himself to serve him in the Colony and Protectorate of Kenya for a period of..... years to be computed from

.....in the capacity of..... Artisan upon the terms and conditions hereinafter specified.

IT IS HEREBY AGREED as follows:-  
The Artisan agrees and binds himself as follows:-

1. That, having completed a probationary period of three months to the satisfaction of the Employer, or such longer period as the Employer may regard as necessary, he will diligently, faithfully, and to the best of his ability obey all

kazi zote zitakazomhusu za kazi  
yakwe atakayopewa ni yule Mwenyi  
Kazi au mtu yoyote ambao tini ya  
amri yakwe amewukwa atumike kwa  
muda huo wa mapetano. Nae atatii  
amri zote za haki za kazi za kazi Mkubwa  
kazi za kazi sua za kazi au sua  
nyengine ziwaizo zote wala asiata  
kua kujini atana au usiku  
biia ya ruhusa. Zaidi kuvye  
atakiwa alanyo bidii kushiru  
mafunko ya kazi yakwe asadolee  
kwa mtu wa ilimu na fundi wa  
akili.

Na Mwenyi Kazi ap-tuna hivi:-

1. Kwamba iwa muda wa mapakizano  
hayo stampa Fundi nyumba iliyo na  
nafasi za homa, kisha atamtazama  
senza kwa kumpoleka kupawa dawa  
wakati awao mgorizwa nchekatampa  
mshamara kema hivi:-

4th Class Artisan Shgs. 16/- mpaka  
Shgs. 20/- kwa mwezi.

3rd Class Artisan Shgs. 22/- mpaka  
Shgs. 40/- kwa mwezi.

2nd Class Artisan Shgs. 42/- mpaka  
Shgs. 60/- kwa mwezi.

1st Class Artisan 32 cents mpaka  
62 cents kwa saa moja.

such orders and perform all such  
work appertaining to his craft or  
otherwise as may be given to him  
by the Employer or any other  
person with whom authority he may  
be placed during the currency of  
the Agreement. He shall obey all  
lawful commands of the said Officer  
both within and beyond the actual  
working hours and shall not absent  
himself by day or night from his  
service without leave. Further that  
he will use every endeavour to  
improve his proficiency at his trade  
and do his best to become and con-  
tinue to be a skilled and efficient  
craftsman.

The Employer agrees as follows:-

2. That during the said term he  
will provide the Artisan with  
reasonable accommodation in quarters  
or in tent, will see that he obtains  
Medical attention and medicine in  
illness and will pay him wages as  
follows:-

4th Class Artisan Shgs. 16/- to 20/-  
per month

3rd Class Artisan Shgs. 22/- to 40/-  
per month

2nd Class Artisan Shgs. 42/- to 60/-  
per month.

1st Class Artisan 32 cents to 62  
cents per hour.

Katika kuandikwa kwakwe huyo  
 Fundi atapawa blanket na  
 talipwa kwa kadiri ya mshahara  
 wa class atakayokuwa. Na mara kwa mara  
 huyo Mwenyi Kazi ataamru  
 mishahara iongezwe na huyo Fundi  
 aendeleae apandishwe katika  
 darast ya juu. Na awapo Fundi  
 nafasi katika mafunzo yakwe au  
 akiwa uvivutu au akiba baendeleae  
 wafanya kazi. Ondesha amri au  
 ia mtaa wakati mshahara  
 amri au wote utaku  
 amri au aliona au yama  
 za dini mshahara na uliotiwa  
 nape juu Fundi atapawa na posho  
 kazi wile wapuzzawi tettengi  
 wafanya Kazi Public Works  
 Department. Misione kuitwa.  
 akiwa mtu amechewa,  
 asipotii amri au akiwa  
 ameharibu mali ya Mwenyi Kazi  
 au mshahara wote utazuiwa  
 mtu ameugua ugonjwa wa kujitakia  
 mwenyewe alioupata kwa ndia ya  
 kutojitunza kwakwe. Mtu  
 akiwa hakuja kazini kwa ugonjwa  
 wa haki atapawa kama nusu ya  
 mshahara wakwe muda wa majuma  
 matatu ya ugonjwa baada ya hapo  
 hatapawa mshahara tena mpaka

Upon engagement the Artisan will  
 be given a blanket and will be  
 paid at the initial wage of the  
 class which his proficiency  
 merits. From time to time the  
 Employer will sanction increases  
 of pay and transfer to a higher  
 class strictly in accordance with  
 the Artisan's progress and  
 efficiency. In the event of the  
 Artisan being inefficient or  
 failing to make progress,  
 the Employer may reduce him in  
 grade or pay to whatever extent  
 may seem to him suitable. In  
 addition to the above wages the  
 Artisan will be given rations on  
 a similar scale to other natives  
 in the employ of the Public Works  
 Department. The wages will be  
 subject to partial stoppages in  
 the event of unpunctuality,  
 insubordination or wilful  
 destruction of Employer's property  
 or full stoppage for illness due  
 to his own neglect or misconduct.  
 In the case of absence from work  
 owing to illness not due to his  
 own neglect or misconduct the  
 Artisan will be paid at a rate not  
 less than half his ordinary wage.

arudi kazini.

3. Huyo Mwenyi Kazi atampa huyo Fundi vyombo vifaavyo kwa hiyo kazi yakwe nae Fundi atavitwaa hivyo vyombo kwa daraka yakwe vikipotea au akivitumia vibaya itamlazimu kuvilipia thamani yakwe vyote au fungu la thamani yakwe kama atakavyofikiri huyo Mwenyi Kazi. Muda wote utakapomalizika wa miaka .....na itakapokuwa tabia ya huyo Fundi imeonekana kuwa ni nzuri nae ameonyesha bidii na uhoodari katika kazi yakwe, huyo Mwenyi Kazi atampa hivyo vyombo vyote alivyokuwa akivitumia na ambavyo ndivyo hasa vya kazi ya ufundi namna hiyo awe navyo kabisa.

4. Mwenyi Kazi atampa huyo Fundi ruksa ya majuma matatu kwa killa mwaka na mshahara mzima nae atalipa gharama ya Railway ya kwenda na kurudi.

for a period not exceeding three weeks at a time, after which he will not be paid until he resumes work.

3. The Employer will provide the Artisan with suitable tools for his trade and the Artisan will be responsible for all tools placed in his charge and loss or misuse of same will involve payment at their value either in whole or in part as the Employer may decide. Upon completion of the whole period of.....years, and provided that the conduct of the Artisan has been good and he has shown diligence and efficiency in his work, the Employer will give him the ordinary set of tools he has been using and which it is customary for an Artisan of his trade to possess.

4. The Employer will give the Artisan three weeks leave in every year, which shall not be accumulative, on full pay and will pay his return railway fare to the Railway Station nearest his home.

Pande zote mbili zimepatana zaidi  
kama hivi:-

5. Wakati huyo Fundi  
atakepoenekana ni huyo Mwenyi  
Kazi kuwa haendelei kuilimika  
katika kazi yakwe an iwapo  
tabia yakwe yote si nzuri au  
hatii amri aambiwizo,  
itemlazimu huyo Mwenyi Kazi  
kufuta huu mkataba bila ya  
notisi (ilani) na huyo Fundi  
atarudisha vyombo vyote na killa  
kitu alichopawa ni huyo Mwenyi  
Kazi nae batatumika tene kwa huyo  
Mwenyi Kazi statalewa bila ya  
barua.

6. Wakati huyo Mwenyi Kazi  
atakapokuwa hanc kazi ya kumpa  
huyo Fundi itemlazimu Mwenyi Kazi  
kumpa Fundi kwa ajili ya mkataba  
huu notisi ya miezi mitatu. Kwa  
ajili hiyo huye Fundi atapawa  
sehemu nzima ya vyombo bure kama  
vile ambavyo angekuwa amemaliza  
muda timamu wé miaka...  
ya kazi.

It is further mutually agreed as  
follows:-

5. In the event of the Artisan,  
in the opinion of the Employer,  
failing to make adequate progress  
in becoming skilled at his trade,  
or in the case of gross misconduct  
or insubordination on his part, it  
shall be competent for the  
Employer to have this Agreement  
cancelled without notice and the  
Artisan shall return all tools  
and any other property of the  
Employer in his charge and shall  
forthwith cease to serve the  
Employer and shall not be entitled  
to any leaving certificate.

6. In the event of the Employer  
being unable to continue to find  
employment for the Artisan it  
shall be competent for the Employer  
to determine this Agreement by  
giving the Artisan three months'  
notice. In such a case the  
Artisan will be entitled to his  
set of tools free of charge as  
would be the case had he completed  
the full period of.....  
years service.

23

801

-6-

KWA KUSHUMUDIA hii pende  
mbili embazo zimotia miloto yao  
au alama zao kwa.....mbole  
ya.....siku na mwaka  
vimokwisha andikwa kwanzas.

IN WITNESS whereof the said  
parties have hereunto set their  
hands or made their marks at  
.....before the  
.....the day  
nd year first before written.

Na  
Sahihii ~~na~~ alama  
ya kidole qha  
mkono warkughote.

Signature  
.....  
..... mark.

African artisan,

DIRECTOR OF  
PUBLIC WORKS

DIRECTOR OF  
PUBLIC WORKS