

and that the S. O. J.
 regrets that he sees
 no reason to direct
 any variation in the
 terms of the General
 Manager's circular of
 20th Oct, 1923, in
 which he considers that
 the G. M. has shown
 a great spirit in
 applying the new
 rates, and
 will that the S. O. J.
 give my thanks
 to the General Manager
 for his kind and
 may result of the
 reorganization, but he
 has satisfied his self
 that the reorganization
 was necessary, and
 if any other matter
 cannot be recommended
 off 30th Oct
 I agree with the papers,
 have nothing to say.

been explained by the 254

General Government

There is no doubt as
 that a decision might
 be made if the rate had
 not passed yet.

I have not any 1923
 have any change in
 the award rate and find,
 after consulting 162200,
 that the present is calculated
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I think that the
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 at the higher rate (80%),
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PETITION FROM UGANDA RAILWAY ASIATIC UNION.

The Governor dismissed this petition by a reference to previous correspondence. It will no doubt however be useful to summarise the previous history of the matter.

When proposals for the post-war revision of salaries were under consideration in 1919, the standard coin in Kenya and Uganda was the Indian rupee. A sovereign was legal tender for Rs. 15. The war had however upset the old relationship of the rupee and sterling, and the exchange value of the rupee was, at the end of 1919, ~~about~~ 2s. 4d. Europeans on sterling salaries were however still being paid at Rs. 15 to the pound. The salaries of Asiatics were expressed in rupees and paid accordingly.

The general revision of salaries as from the 1st of April 1920 coincided more or less with the currency change by which the rupee was replaced as the standard coin by a florin $\frac{1}{10}$ th of £ sterling). In order to preserve to officials, during the period when the country would be settling down to the new currency, the same number of local coins as before for every £ of sterling salary, it was arranged that Europeans' revised salaries should be paid at the florins to the pound with a local allowance of 5% of the revised salary. Asiatics' revised salaries were expressed in the standard coin and contained no variable element.

The European local allowance was reduced to 25% of salary as an economy measure on the 1st of April 1922. On the 1st of April 1923 it was

when coin
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reduced to an average of 15%, and it is proposed to arrange for its complete disappearance by about 1927.

The financial stringency of 1922 impelled the Kenya Economic Committee then sitting to recommend that Asiatic no less than European officials should take their share in easing the salary burden by undergoing a reduction of their emoluments. Considerable correspondence took place, as a result of which the Secretary of State decided that an immediate cut of 10% in Asiatic salaries, which Kenya had proposed, could not be approved, as it would involve a breach of faith with the officials, whose salaries were given out as being permanent in 1920. He agreed, however, to lower scales of salary for Asiatic staff, to be applied in the case of new appointments, promotion, or (in respect of temporary staff) re-engagement at the expiry of the normal currency of existing agreements.

As regards the Uganda Railway employees, these officials are not on the permanent and pensionable establishment, but serve on agreements, which normally run for three years, after which they can be terminated by either party, or renewed with mutual consent on such terms as may be agreed. The employees contribute (apart from a Provident Fund, one of the rules governing which is that an employee retiring after 10 years continuous good service may be granted a special gratuity of half a month's pay for each year of service, in other respects the staff used to serve more or less on similar conditions and (in the case of corresponding appointments) on similar scales of pay to Asiatics in the civil service of Kenya.

When the present General Manager, Mr. Telling, was appointed at the end of 1922, he was struck with the extremely favourable conditions of service in relation to quantity and quality of work done enjoyed by the Uganda Railway staff as compared with the staffs of other railways of which he had experience. He pointed out that the Railway, though owned by Government, was essentially a business undertaking, and the conditions of service of the staff must be determined by economic considerations and not by comparison with Government Departments, where the circumstances were different.

After some discussion the General Manager was permitted to introduce new scales of pay, subject to the proviso that individuals must be allowed to retain their existing pay and privileges during the normal currency of existing agreements. He was also authorized to grant retired leave rules for the Railway staff.

It is now possible to deal with this petition, and complaints of the staff may be summarized as follows:-

- (1) General dissatisfaction with the new scales.
- (2) Effect of new scales on gratuities.
- (3) Position of officials who will find themselves receiving less salary than their juniors.

As regards (1), the petition attempts to show that the reduction of scales is a breach of implied contract on the ground that the promise for a gratuity after 10 years' service implies that the employee is ordinarily allowed to complete

that period. The three years' agreements under which the staff serve are, it is contended, more or less a formality, designed to secure the Government against the employee leaving the service before he has justified the expense of bringing him from India to East Africa.

This view cannot be upheld. The Railway is under no obligation to renew any agreement at the end of the period for which the agreement provides, and it follows that there is no reason whatever why the Railway, if it does offer re-employment, should not do so at a reduced salary. Were the staff's contention correct, it would be necessary to hold that the Government had an implied promise to expect that the employee would re-engage at the end of the term of service. It is hardly likely that the staff would admit this.

Secondly, the staff claim that the terms of the three years' agreements are such that they are not reasonable offers of re-employment. The Government are contending that the pay of the staff under the existing scale of service is below that which they were on the previous scale, and that they do not agree with this.

As to the third question, no decision has been made by the General Manager of the Railway in the case of employees who have completed 15 years' service before the new scale of pay is introduced. It is contended on the old rate of pay that it is a just and reasonable compensation for the staff to go further. They claim that a reduction in the amount of gratuity which

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they can expect on retirement is tantamount to a breach of faith; and they ask that any individual who does not care to accept the new terms of service, (but who has not completed 15 years) may be allowed a proportionate gratuity on relinquishing his appointment. As to the first point, it must be mentioned that the gratuity may be granted at the discretion of the General Manager. It is not therefore part of the contract of employment. As to the request made, this has already been ruled out in the case of employees retrenched from the Railway (see 448/23, where the point is fully discussed and 1413/24, where the decision was confirmed). There is not less hardship in the present cases - where the employee is at least being retained in his job - than in the case of the retrenched.

(3) is dealt with in the Governor's despatch and needs little further comment. It is not uncommon for officials to find themselves for various reasons drawing less pay than their juniors. It has happened in this Office and there have been and are a good many cases in East Africa owing to the fact that married officials entered the new salary scales on what is a higher rate than unmarried officials.

There is one further point not dealt with in the petition or despatch - the question of employees on 'indefinite' agreements. It will be seen from paragraph (c) of the General Manager's Circular that such employees are to be allowed to draw their old salary for 33 months (1/3 the length of a normal tour of service) from the date when the

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to the force. It is reasonable
to say that the past involved
this.

It is concluded that the
the matter has been a matter of
to the revision of salaries which is
required necessary in the interest of the
of that the same should be done
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at whatever the matter and rights have been
some has been granted. There too, it has been stated
late notice of the termination of current
and this is the case.



10 MAY 1924

CONFIDENTIAL

16th April, 1924.

Sir,

I have the honour to refer to Colonial Office despatch No. 1615 of the 15th November, 1923, and to transmit the Memorial of the Railway Asiatic Union, together with a covering memorandum from the General Manager.

2. The position with regard to the Railway Asiatic employees has been very fully explained in the marginally noted despatches and their enclosures. The Memorial raises a question which requires further comment.

3. There may be individual cases in which a long service employee will temporarily have a lower rate of pay than a shorter service employee, because the agreement of the former terminates before the agreement of the latter. In such cases will be rare. Generally speaking, the long service employees will be tied under their old agreement and will not come under the new conditions for 33 months.

4. I have to express regret that through an oversight the transmission of

Ken. No. 244 of 1st March, 1924.

Ken. No. 261 of 1st April, 1924.

Ken. No. 376 of 1st June, 1924.

Ken. No. 545 of 1st October, 1923.

- 2 -

the accompanying Memorial has been delayed.
I shall address you separately with regard to
the revised Leave Rules referred to in the
correspondence terminating with Colonial Office
Confidential despatch of the 30th December,
1925. The proposed Rules are at present under
review.

I have the honour to be,

Sir,

Your most obedient, humble servant.

R. T. Gwynne

GOVERNOR.

Railway Asiatic Union.

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KENYA COLONY & UGANDA

ENCLOSURE

97 16-4-1924

P.O. Box

NAIROBI 23 1924

Kenya Colony

To

His Grace,

The Duke of Devonshire, K.G.; P.C.; G.C.M.G.; G.C.V.O.

His Majesty's Principal Secretary of State

For the Colonies,

Downing Street, L O N D O N

Through

His Excellency

Sir Robert Thorne Coryndon, K.C.M.G.

Governor and Commander-in-Chief,

The Colony and Protectorate of Kenya,

N a i r o b i

And

Through The Honourable The General Manager,
Uganda Railway,
Nairobi.

May it please Your Grace,

I, the undersigned, on behalf of the Railway Asiatic Union, representing the entire Asian (British Indians, Goans &c) subordinate staff, most humbly and respectfully beg your permission to address you on the subject of new scales of salaries and the regarding scheme of the Asian staff, announced locally by the Honourable the General Manager of the Railways in a special notice numbered 608 and dated the 20th of October 1923, a copy of which is appended hereto and marked APPENDIX "A"

2. You are doubtless aware that in the middle of the year 1922, the Economic and Finance Committee, commonly known as the "Houwing Committee", passed a resolution by majority, recommending that one sixth of the substantive salaries paid to the Asian Civil servants and the Railway employees should be reverted to the basis as it stood before the fixation of the currency of the country. The main argument for the justification of the proposed change was based on the recommendation of the same Committee to take away from the European staff the fifty per cent of the local allowance which was then being paid to them. The Local Government, acting on the said recommendation, decided to take away 25 per cent of the allowance paid to Europeans and in order to bring about a corresponding decrease in the amount of salaries paid to the Asian staff, decided to cut one sixth of the substantive salaries of the whole of Asian Civil Service and the Estimates for 1923 were, accordingly, prepared on the said basis in anticipation of sanction from Your Grace.

3. In an elaborate Memorial dated the 28th June 1922 presented jointly by the Asian Civil Servants of the Colony and the Employees of the Uganda Railway to the then Secretary of State for the Colonies, the injustice, the inadvisability and the anomaly of the proposed scheme, as regards the Asians, was pointed out to the predecessor of Your Grace.

4. No mention is made that a bonnie of extreme perturbation, despair and uncertainty reigned among the Asian staff throughout the Colony on the announcement of the intention of the Government to enforce the said scheme in the year 1922. This feeling was, however, relieved on the receipt of the news that the predecessor of Your Grace, having realized the grave injustice to the Asian Staff, declined to approve of the recommended scheme.

This Announcement of the wise and just decision came as fresh proof of the proverbial justice and fairplay of the British Raj and the whole service, thereafter, resumed their duties and functions with a renewed and reassured sense of devotion, energy and peace of mind which were previously scattered and completely shattered at the announcement of the extraordinary step under contemplation.

5. Little was it realized by the Service at the time that they were not yet out of danger and that they would be confronted with the same disastrous proposition in a circumvented form in about a years time. The latest announcement that the renewed scheme of one sixth cut of the salaries of all the old and new servants was already approved by Your Grace without any chance having been given to the Railway servants to submit their side of the case to you, came as a fresh crushing blow to the whole staff.

6. It was in the midst of the atmosphere described above that a general meeting of the whole Asian Railway staff was convened on the 24th of October 1923 and after a prolonged and very careful deliberation a resolution was passed unanimously and sent to the Honourable The General Manager. A copy of the said resolution, the covering letter to the Honourable the General Manager and his reply thereto are embodied in the Appendix "B" which is annexed hereto.

7. There is hardly any change in the new scheme which would call for any fresh arguments to prove its inequity, than those contained in the Memorial dated the 10th June 1922, which document, we pray, will have your careful perusal and consideration.

8. The principle that underlies the whole scheme, is the same which actuated the recommendation of the Economic and Finance Committee and is reported in paragraphs 26-29, 31 and 32 (pages 12 & 13) of the first of the said Committee, published in the Colony on the 21st

On the 21st day of October 1922. These recommendations, we venture to presume, are the root of the whole of our misfortune. The erroneous arguments of the Committee are in fact almost entirely refuted in the minority report of a member of the same Committee as reported on pages 42-46, Appendix B (2) of the 2nd Report published in the Colony on or about the 25th March 1923.

9. The only change in the present scheme is, that instead of a whole sold out of one with salaries being made at once by a stroke of the pen, it will be introduced as and when the present three years contracts entered into with the individual employees expire.

10. These contracts which have hitherto been renewed, after every three years, as a matter of course and form, constitute only a minimum fraction of the total service of an employee on the Railway and are entered into, firstly, in pursuance to the General Rules and Regulations in force on the Railway, which Rules and Regulations represent the real terms of the service on the Railway and form the implied contract for the continuous and approved service and secondly these contracts afford the Railway Administration an additional security and assurance to the effect that the employee, in consideration of the costs of his passage defrayed by the Railway in bringing him out from his home either on the first appointment or on the expiration of long leave, will complete a term of three years at least, after which he becomes entitled to further period of leave and a passage to his home and the procedure is again repeated until the employee finally retires from service after the completion of 15 years or more when he earns his gratuity.

11. Should the Employee, however, not complete the minimum term of three years service according to the contract, he is liable to refund the passage money paid by the Railway in bringing him out.

12. These contracts certainly do not constitute the entire and complete terms of a man's service on the Railway but merely insure the service for a minimum period. The real attraction, inducement or the implied contract and undertaking by the Railway Administration is contained in the prospects which the Administration holds out to its employees in the shape of various Rules and Regulations, the principal one of which is the very gradation of the scale of salaries which is now sought to be altered arbitrarily without any previous warning or notice having been given to the old employees most of whom are on the eve or in the middle of completing their term of 15 years' service which would entitle them to the Bonus or gratuity so solemnly promised and assured in the Rules which have remained in force for many years as permanent Rules.

13. Should the alteration in the scale of salaries be enforced and made applicable to the detriment of the old employees, at this juncture, it is obvious that all faith and sense of security and the future stability of these Rules as well as other assurances and intentions of the Railway, will, for ever be shattered to pieces; for how can any one rely or be assured that all or any of the Rules including the newly revised salaries will not again be altered at any moment when it suits the convenience of the Railway Administration to do so? For example there is no guarantee that the Gratuity Rules, by which an amount equivalent to 6 months salary for every year's approved service after a continuous period of 15 years is promised, will not be altered at any time, reduced arbitrarily and made retrospective and applicable to all old and new servants. In effect the proposed reduction of salaries goes much farther than the mere reduction of future emoluments, for it upsets the ratio of the gratuity already earned by the old employees who have been, for so many years, led to believe that the Rules they were working under were permanent. If we may be permitted

If we may be permitted to illustrate, we would mention the case of an employee who has completed 10 years service and who has reached the maximum of his grade. He was led to believe that he would, on completion of 15 years service, be entitled to 7½ months' pay at the rate of the maximum of his pay drawn by him. He is now told that not only will his future pay be reduced by one sixth but the amount of gratuity, which he believed he had earned during the last 10 years, will also be reduced. He is suddenly driven to choose one of the two disastrous alternatives, namely, either to accept the reduced salary and also to consent to a reduction in the proportionate amount of gratuity already earned by him, or to retire from the service and lose all the rights and privileges to which he thought he had become entitled according to the general Rules and Regulations.

14. In plain words the feeling of the employee is that not only the Railway but also the Government, for it is a State Railway, have broken faith, have treated all their previous rules and Regulations and the undertakings as mere scraps of paper and have kept all the old employees, for so many years under a great deception.

15. When the scale of salaries was revised in 1930 and the substantive salaries of the European staff were, apart from the 50 per cent local allowance, increased to the extent of 25 to 66 per cent and those of the Asian staff were reduced from 5 to 13 per cent (vide Appendixes IV, pages 34 to 35 of our memorial dated the 26th June 1932) the Asian staff acquiesced in the change relying on the assurance that a stage of finality and absolute permanency had been reached and they consequently adjusted all their commitments such as family remittances by expenses, the education of their children and the policies of insurance etc. accordingly.

16. To revert to the real cause that has necessitated the drastic change, namely, the desire of the Administration to mete out "equal treatment" to the European and Asian staff as regards the reduction of salaries, we beg to take the liberty to reiterate that there is absolutely no analogy or any thing in common between the two branches of the service, except that the duties performed by the both are identical. The prospects, rights and privileges of both the branches are fundamentally different. One has an unlimited scope for improvement and betterment of the prospects before it, while the other is confined to an inferior and subordinate position in perpetuity. The disparity in the rates of pay and privileges offered to the two branches respectively at the very outset is so great that a comparison between the two would be ludicrous.

17. In one case it is contemplated to take away the temporary allowance, while in the other it is proposed to cut the substantive salaries. The ironical suggestion that "equal treatment" should be meted out to both the branches as regards the disabilities, could only be treated with serious heed if those responsible for the scheme, also advocated equality of treatment as regards the rights and privileges granted to both.

18. In fact, Sir, the true test and the solution of the whole question lies in the answer of one simple question namely, if for any supposed circumstances the tables were turned and the Administration attempted to cut a portion of the substantive salaries of the old servants of the European staff, because a temporary allowance given to Asians was taken away, would such a proposal be countenanced by the old European servants or would the reduction of any portion of their substantive salaries under any circumstances be tolerated by any European servant who had not in service for an appreciable period relying on the old scale of salaries?

19. Had the Asian staff been paid an allowance to compensate them for the adverse exchange the effects of which they suffered in 1920, and had their substantive salaries been increased by 66 per cent as in the case of Europeans they could have seen some grounds for the retrograde readjustment now sought to be made. The Government never took into consideration the losses suffered by the Asian staff in 1920 and now that the rate of exchange appears to be favourable temporarily it is proposed to cut their substantive salaries permanently ?

20. The advantage of the exchange as derived by the Asian staff is very negligible and is limited to the remittances to India by such persons who have their families in India, otherwise their salaries are spent in the country wherein the Government have definitely pledged themselves not to alter the currency and not to associate themselves with the fluctuations of the exchange market. The value of the Indian Rupee is already showing a tendency of considerable increase and in the event of its going still higher, may we respectfully ask if it is proposed to keep adjusting the scale of salaries in accordance with such fluctuations ?

21. The other ground on which the drastic action under contemplation can be justified is the economic pressure and the financial stress which has hitherto prevailed in the country. The stress we venture to say was a temporary one and not such as would justify the Railway Administration in breaking faith with respect to its undertakings given continuously for years past, especially in view of the fact that the earnings of the Railway show a substantial profit.

22. Should the proposed reorganization be necessitated to put the Railway Administration on a sound financial basis, the Union utterly fails to see why it should result in the reduction of substantial salaries of the Asian Staff only.

The salaries of the European staff, performing identical duties, have not been touched although the amount of their emoluments and the general costs of each member of the European staff is almost double that of the Asian performing the same duties.

13. Our Union does not venture to interfere in any manner with the freedom of the Administration to introduce such terms and conditions as may seem right and proper to them with a view to future economy but we most respectfully submit that such terms can only be made applicable to the staff which may be engaged hereafter and not to the staff which joined the service at an historical and critical period of this country when no native clerical or mechanical staff - indeed not even the raw labor - was even dreamt of or obtainable, and when even the European staff could not be induced to join the service on most liberal wages and terms. We refer to the period when the construction of the Uganda Railway was commenced in 1897.

14. It would be perfectly reasonable and justifiable for the Railway Administration to issue a notice to the effect that in view of the future economy it has decided to revise the present scale of salaries as it can not see its way to continue to pay the same salaries as paid hitherto to the staff engaged years ago and therefore all newly engaged staff will be paid according to the revised scale, and that their prospects, instead of what was offered to the old servants before the operation of the revised rules, will hereafter be changed accordingly. No one would have anything to say against such a step. Any one entering the service with his eyes open after studying the revised prospects would naturally have to abide by the revised rules, but to apply such changed conditions to old servants, would, we venture to submit, be grossly unjust and would impair the efficiency of the service to such an extent that it would be

that it would be economically unwise and unsound to keep such disaffected staff in service at any salary.

25. As a universal Rule the longer service an employee puts in he considers his position to be more consolidated and the employer naturally considers him best to improve his (the employee's) prospects according to his value which increases by reason of the experience he has gained but the retrograde step now proposed to be taken, is such as would make the most loyal servant lose all interest in the future life and also to lose faith in the honesty of all dealings of the world.

26. To further humbly beg to submit that if the scales of the salaries were to be revised with every change of the control of the Railway or with the advent of every appointment of various Committees and Commissions, the sense of security would be completely destroyed and the efficiency of the staff would be undermined and would naturally interfere with the smooth working of the Railway machinery. The staff would in fact be reduced to a purely temporary establishment always on the look out to leave the service at the earliest opportunity whenever the prospects of an employment of permanent nature, outside the Railway, appears to be viable.

27. The proposed action of the Government is, in effect, as bad and unreasonable as would be the concerted action on the part of the whole Staff who, on the plea of increased cost of living, suddenly decided to demand a revision of the scales of salaries with increased salaries and improved prospects, and threatened to leave the service if the same was not immediately or gradually granted to all the old and new employees, and especially if such a proposition was to be put forward when it was extremely difficult for the Railway to obtain the necessary staff elsewhere in the country. This is what the action of the Government amounts to, when looked at from the opposite view.

The plight of the staff becomes an extremely embarrassing one when the factor of the universal unemployment is taken into consideration and also as the employee realises that having spent the best part of his life in the service of the Railway he is of little use to the world outside. We can hardly believe that His Majesty's Government would, at this juncture take such undue advantage of the distressed position of old and faithful servants.

We further beg to state that the proposed scheme would be exceedingly anomalous in a large number of cases. In order to illustrate this, we would state the case of a senior official who draws a salary of say shillings 300/- per month. His three years agreement expires, say, a month after the introduction of the new rules and he is reduced to a monthly salary of shillings 200/-. He has a junior working under him drawing, say, shillings 100/- per month and has signed a three years contract a month prior to the surprise of the new rules being sprung upon the general staff. The junior would for the next three years draw shillings 40/- more than his senior.

A further anomaly as to the remuneration of the higher and lower grade officials will occur frequently in the case of the leave allowance according to the coincidence or the phasing as to the date when the leave falls due. Higher grade officials who are less fortunate as to the date of their leave becoming due, will get lesser rate of leave allowance, than their juniors whose leave happens to become due, on a favourable date.

We also respectfully beg to submit that the least that could be expected of any employer who has any respect for fair dealing, would be, that in case of extreme financial embarrassment, if he could not continue to pay his staff at the rate of wages paid by him in the past years, he would give the old servants the option of either accepting reduced salaries without prejudicing their privileges which they have

which they have already earned; or of retiring from the service by getting such proportionate privileges and gratuities which they have already earned, as the retirement is practically forced upon the employee for no fault of his. But of course we submit that no such grounds of financial crisis exist as far as the Uganda Railway is concerned, as very heavy retrenchments, particularly in the Asian staff, have already been made and most of the unfortunate employees have been turned away without being paid anything in the form of compensation in consideration of the privileges earned by them for the proportionate period of service put in by them.

10. It is obvious that the discontinuance of the 25 per cent of the European allowance is the cause of the present reduction and the popular belief throughout the service is that the proposed action of the Railway is an ingenious method of repudiating their deferred liabilities by threatening the staff with the reduced pay which would inevitably result in the retirement of the numerous officials who are about to become entitled to their gratuity.

11. The Memorialists of Your Grace beg to submit that the Railway Administration cannot be placed on a sounder financial basis than by the employment of efficient and properly paid Asian staff with a security of the tenure of their office awarded to them permanently or until such time as the indigenous natives of the country are trained to take their place it is impossible to get the staff to perform the duties efficiently at a cost less than the cost paid to Asian servants.

PRAYER

12. In conclusion, your Memorialists most humbly and respectfully pray that Your Grace will decide that no grounds of economy or financial consideration exist for making any reduction in the emoluments of the Asian staff who are in receipt of very small salaries as compared with the Europeans.

between the branches (of the Asian Civil Service of the Government and the Railway) is that one is pensionable and in the case of the other, a bonus in the shape of Provident Fund and Gratuity is given in lieu of pension. The members of both branches of service, perform almost identical duties both are on a permanent scale as entirely distinct from the temporary staff which also exists in both the branches and we beg to say that, ^{as} far as the principle of any alteration in the future salaries is concerned, it should be applied uniformly (not as regards the actual rates of salaries but as regards the effect of present and future salaries) to both the branches.

Thanking Your Grace, in anticipation, for your favourable and sympathetic consideration.

We beg to remain,

Your Grace,

Your Most Obedient and Humble Servants.

Ala Bahadur
PRESIDENT.

J. and B.
GENERAL SECRETARY.

UGANDA RAILWAY

Special Notice No. 698.

Special notices are sent out at irregular intervals, in addition to the Weekly notices, and are numbered consecutively with the Weekly notices.

The same arrangement as to the address of the Weekly Notice applies.

GENERAL MANAGER'S OFFICE

G. L. S. FELLING,

Kampala, U.G.A. (under 1922)

General Manager.

REVISED CONDITIONS OF SERVICE

FOR ASIATIC STAFF.

The following revised scales of salaries and wages have been approved by the Directors of the Uganda Railway and were first published on 1st November 1922, under No. 698 of the Special Notices.

GRADE.	Minimum and Maximum rates of pay.	Staffings per members.
Permanent Way Inspectors	100 to 120-00	100 to 120-00
Sub-Permanent Way Inspectors	75 to 100-00	75 to 100-00
Overmen	50 to 75-00	50 to 75-00
Engineers	100 to 120-00	100 to 120-00
Surveyors	100 to 120-00	100 to 120-00
Station Masters	50 to 75-00	50 to 75-00
Station Masters (2nd)	40 to 60-00	40 to 60-00
Station Masters (3rd)	30 to 45-00	30 to 45-00
Station Masters (4th)	20 to 30-00	20 to 30-00
Station Masters (5th)	15 to 25-00	15 to 25-00
Station Masters (6th)	10 to 20-00	10 to 20-00
Station Masters (7th)	5 to 15-00	5 to 15-00
Station Masters (8th)	5 to 15-00	5 to 15-00
Station Masters (9th)	5 to 15-00	5 to 15-00
Station Masters (10th)	5 to 15-00	5 to 15-00
Station Masters (11th)	5 to 15-00	5 to 15-00
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Station Masters (17th)	5 to 15-00	5 to 15-00
Station Masters (18th)	5 to 15-00	5 to 15-00
Station Masters (19th)	5 to 15-00	5 to 15-00
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Station Masters (21st)	5 to 15-00	5 to 15-00
Station Masters (22nd)	5 to 15-00	5 to 15-00
Station Masters (23rd)	5 to 15-00	5 to 15-00
Station Masters (24th)	5 to 15-00	5 to 15-00
Station Masters (25th)	5 to 15-00	5 to 15-00
Station Masters (26th)	5 to 15-00	5 to 15-00
Station Masters (27th)	5 to 15-00	5 to 15-00
Station Masters (28th)	5 to 15-00	5 to 15-00
Station Masters (29th)	5 to 15-00	5 to 15-00
Station Masters (30th)	5 to 15-00	5 to 15-00

Artisan "A" Class	450 by 25-480
Artisan "B" Class (Superior and Chargehands)	320 by 25-440
Artisan "C" Class	190 by 10-300
Assistant Artisans	50 by 10-90
Cooks and Stewards, Chief, "A" Grade	170 by 25-210
Cooks and Stewards, Chief, "B" Grade	150 by 10-200
Assistant Cooks and Stewards, "A" Grade	120 by 10-140
Assistant Cooks and Stewards, "B" Grade	90 by 10-110
Firemen	100 by 10-140
Firemen (Senior)	200 by 15-240
Top Masters (Marine)	100 by 10-140
Mates (Marine)	100 by 12-140
Red Engineero (Marine)	100 by 12-140
Clarks, including Cashiers and Steamer Clerks	440 by 10-480
Special Grade	100 by 25-130
"A" Grade	80 by 25-110
"B" Grade	70 by 25-100
"C" Grade	50 by 25-70
Electricians	70 by 25-100
Overmen	60 by 25-80
Donkeys	40 by 25-60

CONDITIONS AND METHODS OF ADJUSTMENT

- The above scales will be applied forthwith if the rate of all new agreements.
- Staff who are at present serving on ordinary agreements will continue at their present emoluments until the expiry of their agreements after which they will be regraded under the new scales.
- Staff serving on red-fine agreements will continue on their present scale until a period of 12 months from the date on which their present agreement expires after which they will be regraded under the new agreements.
- Staff serving on provisional agreements will be regraded forthwith with effect from the expiry of their old agreements, retaining the new scale at the minimum of their emoluments on the provisional agreement until their new scale.
- Staff whose agreements have expired and have not been renewed will continue on their present emoluments for a period of 12 months from the date of expiry of their old agreements after which they will be regraded under the new scale.
- Staff promoted to a higher grade will retain under the new scale of the grade which they are promoted to until the expiry of their existing agreement after which they will be regraded on the new scale.
- No increase will be granted to staff who retain their present emoluments under the existing scales, which would bring their emoluments in excess of the minimum of the new scale for their grade.

GRATUITIES

For those members of the staff who will have completed fifteen years service after a reduction in pay under this chapter, gratuity on retirement emoluments will be calculated at the rate of pay operative prior to the reduction.

ALLOWANCES

- The following revised scales of allowances will take effect from November 1st, 1923, and will apply to all Amalgamated members of the staff without exception.
- House Allowances**—Staff not provided with quarters will be granted house allowance at the rate of 15 per cent of the basic salary of their own grade with a maximum of £10 per annum.

Traveling Allowances—Staff on duty at home or other places while traveling on duty will be granted traveling allowances for every night absent from their headquarters as follows—£10 per week for every 24 hours of absence, subject to a maximum of £4 per night.

The full allowance may be drawn up to every day after the first day, but the full allowance may be drawn for another station before the first day. On the expiry of 21 days no allowance may be drawn for any further days unless the allowance will again be drawn.

Relieving Allowance—Transportation station staff and marine messengers while relieving at stations other than their headquarters or in stations to which they are attached are paid relieving allowance at the same rate as traveling allowances.

While relieving at their headquarters or in a station to which they are attached, they are paid half the above.

The above rates apply to the rate of a maximum of 10 days.

OVERTIME

Transportation Station Staff—Staff on duty in excess of approved hours per general average up to a maximum of 2 1/2 hours at ordinary rates of pay plus the wage of 1/2 hour for each 1/2 hour in excess of the approved hours per week.

Transportation Station Staff—Staff working overtime on land or at sea will be paid overtime at the rate of 1 1/2 times the ordinary rate of pay per hour. Staff working overtime at sea will be paid the above plus the cost of their meals.

Mechanical and Marine Working Staff—Transportation station staff and engineering staff, including staff employed on the maintenance of the fleet, will be paid overtime at the rate of 1 1/2 times the ordinary rate of pay per hour. Staff on the maintenance of the fleet will be paid the above plus the cost of their meals.

Engineering Staff—Staff employed on the maintenance of the fleet will be paid overtime at the rate of 1 1/2 times the ordinary rate of pay per hour. Staff on the maintenance of the fleet will be paid the above plus the cost of their meals.

Staff on general duties—Staff employed on general duties will be paid overtime at the rate of 1 1/2 times the ordinary rate of pay per hour. Staff on general duties will be paid the above plus the cost of their meals.

Staff on special duties—Staff employed on special duties will be paid overtime at the rate of 1 1/2 times the ordinary rate of pay per hour. Staff on special duties will be paid the above plus the cost of their meals.

Staff on extraordinary duties—Staff employed on extraordinary duties will be paid overtime at the rate of 1 1/2 times the ordinary rate of pay per hour. Staff on extraordinary duties will be paid the above plus the cost of their meals.

Grade	Rate	Rate
Chief	100	100
Senior	80	80
Junior	60	60
Assistant	40	40
Apprentice	20	20
Boy	10	10

Working hours—The normal working hours of staff employed on general duties will be 40 hours per week. Staff employed on special duties will be paid overtime at the rate of 1 1/2 times the ordinary rate of pay per hour. Staff on special duties will be paid the above plus the cost of their meals.

Working allowances—Staff employed on general duties will be paid working allowances at the rate of 10 per cent of the basic salary of their own grade with a maximum of £10 per annum.

Chief	100
Senior	80
Junior	60
Assistant	40
Apprentice	20
Boy	10

Other allowances—Staff employed on general duties will be paid other allowances at the rate of 10 per cent of the basic salary of their own grade with a maximum of £10 per annum.

Medical allowances—Staff employed on general duties will be paid medical allowances at the rate of 10 per cent of the basic salary of their own grade with a maximum of £10 per annum.

Artisan "A" Class	450 by 25-400
Artisan "B" Class (Supervisory and Chargehands)	(350 by 25-440)
Artisan "C" Class	(250 by 15-340)
Assistant Artisans	100 by 10-200
Cooks and Stewards, Chief, "A" Grade	50 by 10-90
Cooks and Stewards, Chief, "B" Grade	210 by 15-250
Cooks and Stewards, "A" Grade	150 by 10-300
Assistant Cooks and Stewards, "A" Grade	110 by 10-140
Assistant Cooks and Stewards, "B" Grade	80 by 10-200
Freshmen	120 by 15-210
Freshmen (Senior)	250 by 25-350
Tug Masters (Marine)	(350 by 25-500)
Mates (Marine)	(250 by 15-350)
3rd Engineers (Marine)	(320 by 25-450)
Clerks, including Cashiers and Steamer Clerks	(140 by 15-300)
Special Grade	440 upwards
"A" Grade	320 by 25-425
"B" Grade	210 by 15-300
"C" Grade	100 by 10-200
Co-Whiskers	20 by 5-40
Sweepers	20 by 5-40
Janitors	40 by 5-80

CONDITIONS AND METHODS OF ADJUSTMENT.

- The above scales will be applied forthwith in the case of all new appointments.
- Staff who are at present serving on ordinary agreements will continue to draw their present emoluments until the expiry of their agreements after which they will be regraded under the new scales.
- Staff serving on indefinite agreements will continue to draw their present emoluments for a period of 33 months from the date on which these revised scales come into operation, after which they will be regraded and sign new agreements.
- Staff serving on provisional agreements will be regraded forthwith and will sign ordinary agreements, entering the new scale at the minimum of their grade, having so the provisional agreement will count for leave.
- Staff whose agreements have expired and have not been renewed will continue to draw their present emoluments for a period of 33 months from the date of the expiry of their old agreements after which they will be regraded under the new scale.
- Staff promoted to a higher grade will come under the new scale of the grade to which they are promoted but will continue to draw not less than their present emoluments until the expiry of their existing agreements after which they will be regraded on the new scale.
- No increments will be granted to staff who receive their present emoluments under the foregoing clauses, which would bring their emoluments in excess of the maximum of the new scale for their grade.

GRATUITIES.

For those members of the staff who will have completed three years' service prior to retirement in pay under this circular, gratification on ultimate retirement will be calculated on the basis of pay operative prior to the reduction.

ALLOWANCES.

- The following revised scale of allowances will take effect from November 1st, 1924 and will apply to all Asiatic members of the staff without exception.
 - House Allowances**—Staff not provided with quarters will be granted house allowance at the rate of 12 per cent of the initial salary of their new grade with a minimum of the 20 per centum.

(b) **Travelling Allowances**—Staff not in receipt of house or other allowances while travelling on duty will be granted travelling allowance for every night absent from their headquarters as follows—Sixpence for every 24 hours, subject to a maximum of sh. 6 per night.

The full allowance may be drawn up to seven days out of any one place, but the full allowance may be drawn for another location days out of any place. On the expiry of 28 days consecutive stay in the same place the allowance shall cease entirely.

(c) **Relieving Allowance**—Transportation certain staff and higher wireless staff when relieving at stations other than their headquarters or on temporary duty which they are not entitled to paid relieving allowance at the same rate as travelling allowance.

When relieving at their headquarters or at a station to which they are entitled, they are paid half the above.

This allowance may be drawn in full up to a maximum of 20 days.

(d) OVERTIME.

(1) **Transportation Running Staff**—Staff on duty in receipt of overtime bonus are granted overtime at the rate of 125% of the monthly rate of pay per hour. Staff working between 11 hours and 7 hours are paid the above, exclusive of the overtime bonus.

(2) **Transportation Kitting and Pair Staff**—Staff working between 11 and 14 hours are paid overtime at the rate of 125% of the monthly rate of pay per hour. Staff working between 11 hours and 7 hours are paid the above, exclusive of the overtime bonus.

(3) **Mechanical and Marine Workshop Staff, Transportation Staff and Engineering Staff**—Overtime and allowances are paid according to ordinary rates of pay based on an 8-hour day and a 20-day month, i.e., 125% of the monthly rate of pay per hour.

(4) **Freshmen**—Senior Freshmen, Freshmen and Apprentices in duty in excess of three working hours are granted overtime at ordinary rates of pay on the basis of a 7-hour day and a 20-day month, i.e., 125% of the monthly rate of pay per hour.

(Note.—Workmen granted Public Holidays, Sickness and Maternity allowances cannot claim overtime.)

(e) **Running, &c. Allowances, Transportation Running Staff**—The following allowances apply to Transportation, Shipping Staff only—

(1) **Mileage Allowance**—Allowance of mileage for every 100 miles run will be paid to Transportation Running Staff, &c., between Freshmen, Foremen and 3rd Engineers.

	Ordinary mileage	Night mileage
Drivers "A" Class	20 00	22 00
Drivers "B" Class	1 00	1 00
Freshmen "A" (while driving)	1 00	1 00
Freshmen "A" (when driving)	1 00	1 00
Freshmen "B" (while driving)	1 00	1 00
Freshmen "B" (when driving)	1 00	1 00

Specialist and Public Light

Staff working between 11 hours and 7 hours are paid the above, exclusive of the overtime bonus. Staff working between 11 hours and 7 hours are paid the above, exclusive of the overtime bonus.

(2) **Sheltering & Transporting**—Staff working between 11 hours and 7 hours are paid the above, exclusive of the overtime bonus.

Drivers
Foremen
Engineers

(3) **Under pay allowance**—Staff working between 11 hours and 7 hours are paid the above, exclusive of the overtime bonus.

(4) **Medical Allowance**—Staff working between 11 hours and 7 hours are paid the above, exclusive of the overtime bonus.

TRANSPORTATION DEPARTMENT.
EUROPEAN RUNNING STAFF
Running, &c. Allowances.

Systems Decisions regarding the above are cancelled and the following allowances will be granted as from the 1st November, 1923.

Mileage Allowance.—Allowance as under for every 100 miles run, will be paid to Staff—A. Foreign, Guards and Ticket Examiners.

	Ordinary engines.		Mallet engines.	
	S. C.	A. C.	S. C.	A. C.
Distance	15 00	15 00	15 00	15 00
Provision (when driving)	12 00	12 00	12 00	12 00
Provision (when shunting)	8 00	8 00	8 00	8 00
Colony driving	4 00	4 00	4 00	4 00
Special rate Ticket Examiners			S. C.	5 00

Staff working under fuel, material and construction trains will be paid the above allowances at the rate of 10 miles per hour for their actual mileage done, not amount to 100 miles. Distances of 100 and over the above rates will be paid on actual mileage run.

Shunting mileage is paid at 5 miles per hour.

Shunting Allowance.—Shunting allowance at the following rates will be paid to all shunting staff working at a regular station.

	Shillings per night.
Locomotive	5 00
Fireman	3 00
Guard	3 00

Under rest allowance.—Staff called off for duty under rest, i.e., with less than 24 hours sleep rest at a large station or 8 hours sleep rest at an outstation are allowed to add to their earnings 10 shillings for every hour or part thereof of rest foregone.

Holiday allowance.—Staff working on Sundays and General Public Holidays are granted the day's pay provided above whatever they may otherwise earn on such days.

Nairobi,

28th October 1923

The Honourable
The General Manager,
Uganda Railway,
Nairobi.

Sir,

Revised conditions of Service
for Asiatic Staff

Weekly Traffic Notice No. 292 dated 20th
October 1923

At a Mass Meeting of the Railway Asiatic Staff

representing all classes including the Artisans, held on the 24th instant with a view to ascertaining the opinion and the feelings of the staff relative to the new terms of service a resolution was unanimously passed, an extract of which is appended hereto, as directed, for transmission to the Secretary of State for the Colonies by cable at the cost of the Railway Asiatic Union.

Another resolution has been also unanimously carried to the effect that you may be approached with the request that you will be good enough not to enforce the new terms until a decision has been received from the Secretary of State on the memorial to be submitted and to request you the favour of a reply by the end of this week.

We attach very great importance to the cable going forward to-day and shall be grateful if you will accede to our request. On receipt of your advice as to the cost of the cablegram we shall be pleased to send you a cheque immediately.

We beg to remain
Sir,
Your obedient servants.

SA/- A.L.L. WIL

President.

SA/- D.L. De COOTA

Deputy General Secretary.

Cable to be transmitted to the Secretary of State 277
for the Colonies.

Malaya Asia Staff painfully surprised and
disheartened Managers announcement new scales and regarding
scheme involving one sixth salary cut entire existing
Asia Staff on termination present agreements of 33 months
hence latest.

Apart from breach of pledge that emoluments existing staff
would not be reduced new scheme unwarrantably reduces 1930
scales and prospects accepted by staff as permanent assuming
responsibilities basing commitments thereon thus any disad-
vantageous alteration thereof involving serious distress
and hardships. It reduces emoluments long service staff
below those shorter service and seriously affects gratuity
of those between 8 and 15 years service. Scheme more dis-
advantageous than that applied to Colonys staff who do not
suffer any reduction present emoluments. Respectfully
submit it most unfair take advantage agreements up to now
considered by staff as mere formalities stop Detailed Memo-
rial follows pending which humbly appeal new scheme be
suspended as intense dissatisfaction distress prevail among
staff.

26th October, 1923

273

The President,
The Uganda Railway Asiatic Union,
Nairobi.

Dear Sir,

I am in receipt of your letter of the 25th instant, and have transmitted a copy thereof, together with the enclosure, to the Government.

I regret I am unable to give effect to the request contained in your second paragraph. Asiatic rates of pay have been under consideration for a very long time and now that the Colonial Office has given a definite decision there is no justification for postponing carrying out that decision pending further consideration.

Should, however, your representations result in any modifications in the decisions given, retrospective adjustments from the date of operation of the Circular would, of course also be considered.

Yours faithfully,

Sd/- C. E. N. FELLING

General Manager,
Uganda Railway.

Grande Railway,

General Manager's Office,

Nairobi.

21st January, 1924.

The Honourable the Colonial Secretary,

Nairobi and Protectorate of Kenya

NAIROBI.

I beg to acknowledge the receipt of your letter of the 17th inst. in relation to the above-mentioned matter, and to inform you that the same has been forwarded to the appropriate authorities for their consideration.

Yours faithfully,

J. H. H. H.

Enclosure

For further information please refer to the file in the office of the General Manager.

S.P. 6/1/3

279

Uganda Railway,

General Manager's Office,

Nairobi.

28th January, 1934.

To
The Honourable the Colonial Secretary,
Colony and Protectorate of Kenya,
NAIROBI.

I forward herewith copy of letter from the
President, Valley Asia Ltd., together with
enclosures 1. quadruplicate for favour of early
transmission to the Secretary of State as
requested.

W. H. H. HALL

GENERAL MANAGER,
UGANDA RAILWAY.

Enclosures:

Letter and enclosures 1. quadruplicate.

Uganda Railway,

General Manager's Office,

Nairobi.

23rd January, 1944.

To,

The Honourable the Colonial Secretary,
Colony and Protectorate of Kenya.

NAIROBI.

I forward herewith copy of letter from the
President, Railway Asia Ltd. together with
enclosures in quadruplicate for favour of early
transmission to the Director of Works
reflected.

THOMAS W. H. W. W. W.

THOMAS W. H. W. W.

UGANDA RAILWAY.

Enclosures

Four and enclosures in quadruplicate.

Gen/23484/24

Kerny.

12

[Handwritten signature]
[Handwritten initials]

18 June 1924.

Sir,

I have the pleasure to acknowledge the receipt of your confidential No. 97 of the 16th of April, transmitting a memorandum from the Railway Asiatic Union on the subject of the revision of salaries which has been effected in the case of Asiatic employees on the Uganda Railway.

I am in general agreement with your view that there is no necessity to reopen a discussion of the

DRAFT.

Geny
 on Conf

Correspondence
 MINUTE.

Address 11.6.24

Bottomley 11.6.24

11/24/24

Geny
 19/6/24

[Handwritten signature]
 19/6/24

various questions raised by
the Union. With regard,
however, to the matter of
graduity, it appears to
be possible that a case
will arise in which an
official who is nearing
the completion of 15
years' service may re-
engage at the reduced
rate of salary now allocated
to his appointment with
the result that, after or
retirement after completing
15 years' service, his
graduity will be calculated
on a rate of salary which
is less than that which
he has actually received
in his engagement.

DRAFT.

MINUTE.

28

Case I am disposed to
think that the graduity
ought normally be based
on the higher rate of
salary, and unless you
see any serious objection
I would suggest that
this concession should be
made. The concession
would, of course, be
applicable only to cases
where the accrual of
prospective graduity was
due to the general
downward revision of
salaries; not to cases
in which it was due,
for instance, to a change

of increases in pay for misconduct
or inefficiency.

3. Subject to your decision

on this point, I have to
report that the Union
may be informed that

I have received and

considered the memorial

that the decisions against

which these representatives

are described will be taken after

very careful consideration, every

effort being made to ensure

that individual employees

should retain during the

normal currency of their

existing agreements the

rights conferred upon them

by these agreements; and

that I fear that I see no
reason to direct any variation

in the terms of the General
manager's circular of the

20th of October, 1928, in

which I consider that

Mr. Felling has shown a

liberal spirit in applying

to ~~the staff~~ the new

conditions of service ~~related~~

to the existing staff.

They should further be

informed that I regret

my hands are much

indivisuals may suggest

DRAFT.

MINUTE.

- 1. Draft
- 2. Draft
- 3. Draft
- 4. Draft
- 5. Draft
- 6. Draft

movements for mismanagement
or inefficiency.

I suggest to your decision
on this point I have to
suggest that the Union
may be informed that
I have several times
mentioned their proposal,
but the discussion against
such their representation
has not been taken after
my recent concern, every
effort being made to ensure
that individual employees
could show during the
normal currency of their
existing agreements the
rights conferred upon them
by those agreements; and
that

that I fear that I see no
reason to dissent any variation
in the terms of the General
Memorandum circular of the
20th of October 1946 in
which I consider that
no falling has shown a
normal spirit in applying
to the staff the new
conditions of service which
to the existing staff
They would further be
informed that I regret
any hardship which
individuals may suffer

DRAFT.

MINUTE

... a small of the organization
... was very important but
I must confess myself that
the organization was
necessary in the interests
of the country and of
the people, and for
the sake of the
people of the nation
very sincerely

(SIGNED) THOMAS

as a result of the organization
which has been effected but
I have satisfied myself that
the organization was
necessary in the interests
of the industry and of
the public, and for
that here as in
your case the matter
may be considered

JOHN W. THOMAS