

1921

KENYA

41273

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REC. 17 AUG 21

FROM
CROWN AGENTS

DATE
15TH AUGUST 1921

TO CIRCULATION :
Mr.
Mr.
Mr.
Mr. Grindle
Mr H. Lambers
Mr. H. Road
Mr. G. Fildes
Mr. Wood
Mr. Churchill

SUBJECT
UGANDA RAILWAY AGREEMENTS

Enclosed proof of forms it is proposed to use for outstanding vacancies with cl. 19 substituted as stated.

Previous Paper

MINUTES

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147039
in case

Forwarded with a copy of the agreement

M: Parkinson

I have told C.A. not to revise pending further instructions. No objection to proposed alteration of cl. 19 inasmuch I think it follows para 2 of African (Emk) 1082. Reply by minute that there is no objection but that general revision of agreement should not be dealt with till they hear from us further.

Consolidated 29 Aug 21 ✓

Subsequent Paper

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Mr. Lisenning,
East African Department,
COLONIAL OFFICE.

I attach litho proof of the forms of agreement we propose using for certain outstanding vacancies, pending the revision of the Uganda Railway agreements foreshadowed in in paragraph 6 of Colonial Office letter dated 8th June, reference ^{CP.} 26477/21.

2. For clause 19 of the attached form of agreement, it is proposed to substitute the following :-

" The person engaged will be required, unless he claims exemption as a contributor to the Uganda Railway President Fund, to contribute under the East African Widows' and Orphans' Pension Scheme in accordance with the rules and regulations in force from time to time, and the contributions may be recovered by deductions from his salary. No claim for exemption shall be valid unless it reaches the Crown Agents within three months from which the person engaged commences to draw salary under this agreement."

and we shall be glad to learn that you approve of this, at the earliest possible moment.

HL
"M" Department,
CROWN AGENTS.
15-8-1921.

Uganda Railway

Class A B

Regⁿ A
App^s.

Agreement

made this

day of _____ (one thousand nine
hundred and _____) B.C. 1907
the _____ Agents for the Colony
London acting on behalf of the _____
of the Kenya Colony (hereinafter called
the Government), and

in the County of _____
hereinafter called the
person engaged)

The person engaged agrees to proceed to the
Kenya Colony (hereinafter called the Colony
when and as directed by the Crown to use the
Colonies, and undertake that he will
diligently and faithfully perform the duties

for the term of his engagement
and will act in all respects according to the
instructions or directions given to him by the
Government or through the Head of his Department
or other duly authorised officers. In this Agreement
the term Head of his Department shall mean
the person for the time being acting as
General Manager of the Uganda Railway;
but all or any of the powers reserved to
him under this agreement may be delegated
by him in accordance with regulations approved
by the Government.

2. The salary of the office is (to be) at the rate of

£600

Schedule.

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Term of
engagement

(1) The engagement of the person engaged is for a term of not less than twenty nor more than thirty months continuous residential service commencing from the date of disembarkation at Mombasa but the engagement may be extended as provided for

in the Schedule to be deemed to be completed upon the expiration of the period within the limits above mentioned and the period shall be so fixed from the expiration of the maximum period of thirty months service.

(2) The person engaged may, on the termination of the engagement of a term of service be allowed or holding at the option of the Government for such further period as may be necessary in the interests of the Government.

Residence

The duties of the person engaged shall be such as may be assigned to him by the Government and he shall perform such duties and shall reside in such place and shall devote the whole of his time and attention to the service of the Government and shall use his utmost exertions to promote the interests of the Government. He shall conform to the General or Standing Orders of the Government and to the Colonial Regulations in so far as the same are applicable.

It is a condition of this Agreement that a person engaged for service on any of the undermentioned

railways will be liable to serve on the others if and whenever required by the Government:-

The Uganda Railway,

Any Subsidiary line of the Uganda Railway

The Kampala Port Bell Railway,

The Busoga Railway

and that a person engaged for service in either of the undermentioned departments will be liable to serve in the other if and whenever required by the Government.

The Uganda Railway Marine,

The Busoga Railway Marine

- Salary.
3. (1) On first engagement half salary will be paid from the date of leaving England. Full salary will begin from the date of disembarkation at Mombasa.
- (2) Increments of salary, if any, will be reckoned as for the date to which the person engaged first draws salary of the office from the funds of the Colony, but no increment will be granted unless the conduct and diligence of the person engaged during the year immediately preceding have been approved. The evidence of such approval shall be a certificate signed by the Head of his Department, countersigned by the Governor or by such officer as he may designate for the purpose.

(3) The salary of the person engaged may be liable to deductions under Clauses 11, 12, 13, and 14.

- Quarters.
4. Government quarters, free of rent (but not of rates or other similar outgoings), will be provided for single men, when such quarters are available. When such quarters are not available, the person engaged will be provided with a tent or other temporary shelter or, in certain cases, he will be granted an allowance in lieu of quarters at the discretion of the Government.

Travelling Expenses

Passages

Leave of Absence

5. When travelling on duty away from his station in the Colony the person engaged shall be provided with transport or shall be paid travelling expenses according to the scales in force on the Uganda Railway.
6. (1) Passage in this agreement means a second class passage and includes conveyance by railway, steamer, or other transport between the port of disembarkation and the station of the person engaged in the Colony and conveyance by railway, second class on the Continent of Europe, where necessary.
- (2) The Government shall provide the person engaged with a free passage from England to the Colony, but shall provide him with a passage back to England only as hereinafter provided.
- (3) The Government shall provide the person engaged with railway fare (third class) to the port of embarkation on first engagement.
7. The person engaged shall be eligible for leave of absence in accordance with the leave rules in force on the Uganda Railway which are applicable to Railway servants holding positions similar to that held by the person engaged.

* Note: Officers are granted free or second class passage according to the terms of their appointment when travelling to or from East Africa. The Government stipulates and agrees to provide officers with accommodation of the class to which they are privileged to travel, but it must be understood that if circumstances render it necessary for an officer to travel by a lower class in season for compensation will be entertained.

This will not affect the arrangement referred to in paragraph 17 (1) of the Regulations for the Employment of Officers in the East African Protectorate, by which a married officer, whose salary does not exceed £1000 per year will from the 1st April 1907 be allowed to purchase 12 times the cost of his passage, and to make his own arrangements for his own and his wife's passage by whatever class he wishes.

The person engaged hereby agrees that, if he should fail to return to the Colony at the expiration of his return leave, he will repay demand the amount which may have been paid to him in respect of such return leave.

(2) In this agreement the period of any voyage shall be reckoned as commencing on the day of embarkation and ending on the day previous to the day of disembarkation. The person engaged, both days inclusive.

In the case of any outward voyage from England the day of embarkation shall be taken to be the day previous to the date of departure from Marseilles of the steamer by which the person engaged travels, and in the case of any voyage to England the day of disembarkation shall be taken to be the day after the date of arrival at Marseilles of the steamer by which the person engaged travels.

8 (1) If the person engaged shall be compelled by reason of ill-health, not caused by his own misconduct to resign his appointment, or if, at any time, it shall be certified by a duly qualified medical officer employed by the Government that he is incapable, on physical grounds, of rendering further efficient service in the Colony the Government shall pay him full salary up to but not including the date of departure from Mombasa of the first steamer, by which, in the opinion of the Government, he could have embarked, and half salary during the time necessarily spent on the passage to England, and shall provide him with a free passage to England provided he embarks within two months of the date of such resignation or certificate, but he shall have

further claim on the Government. He may however at the option of the Government, be invalided home, in which case (a) he may be granted leave of absence on full salary (known as vacation sick leave) for the time necessarily spent on the voyage home and for ^{*}two and a half days in respect of each completed month of continuous residential service and shall be provided with a free passage to England; and (b) if the engagement is being extended, as provided for in Clause 16, he may at the discretion of the Government, be granted further leave of absence on full salary (known as return sick leave) for ^{*}two and a half days in respect of each completed month of continuous residential service, and for the time necessarily spent on the voyage out and shall be provided with a free passage out. The person engaged hereby agrees that if he should fail to return to the Colony at the expiration of his return sick leave, he will repay on demand the amount which may have been paid to him in respect of such return leave.

(2) Notwithstanding Clause 1 of this Schedule a tour shall be deemed to be completed in the event of the person engaged being invalided home and his engagement shall be determined (unless subject to the person engaged being cured as physically fit for further service by one of the Medical Advisers of the Colonial Office & treated as provided for in Clause 16) from the date of

^{*}Note: Wherever 22 days are mentioned in this clause 3 days may, at the discretion of the Governor, be substituted in respect of service at any station which is closed by the Government for purposes of returning him as an unhealthy station.

the expiration of such leave as he may be granted other than return sick leave or any extension thereof

(3) A certificate signed by a duly qualified medical officer employed by the Government shall be conclusive evidence on the question whether or not the person engaged was compelled to resign his appointment by reason of ill health within the meaning of this clause

Parliament

4. If the person engaged shall at any time neglect or refuse or from any cause (excepting ill health not caused by his own misconduct as provided in Clause 3) become unable to perform any of his duties or to comply with any order or shall disclose any information respecting the affairs of the Government to any person not in the employment of the Government or shall in any manner misconduct himself the Government may dismiss him, and on such dismissal all rights and advantages reserved to him by this agreement shall cease, and he shall be liable to repay to the Government or demand the amount paid for his passage to the Colony

Parliament on engagement

(1) The Government may at any time determine the engagement of the person engaged by giving him three months notice in writing or by paying him one month's salary, and in either case if he is in the Colony at the time furnishing him with a free passage to England provided that he claims and avails himself of such return passage not later than two months after the expiration of his engagement

(2) The person engaged may at any time after the expiration of three months from the commencement of

ability to make good damage

tour of residential service determine his engagement on giving to the Government three months notice in writing, or on paying to the Government one month's salary, and in either case repaying the cost of his passage to the Colony. He shall not in either case be entitled to a return passage to England

11. In the event of any pecuniary damage arising from the person engaged disregarding or failing to comply with any order, standing order or departmental instruction, or from any neglect of duty whatsoever on his part, he may be liable to a deduction from his salary to make good the damage or any part thereof the amount of which shall be fixed by the Head of his Department or other duly authorized officers

absence from duty

12. If the person engaged shall absent himself from duty through ill health, he shall produce a medical certificate to that effect required by a medical officer appointed by the Government for that purpose, and if his sickness should be caused through his own imprudence or misconduct he shall forfeit his salary for the number of days he shall be absent from duty. If he shall absent himself from his work from any cause whatsoever without leave he shall forfeit his salary for the number of days he shall be absent from duty and it shall be lawful for the Government to dismiss him forthwith as for misconduct

Fines

13. If the person engaged shall (1) Disregard or without sufficient reason fail to comply with any order, standing order or departmental instruction; or (2) Incapacitate himself for the performance of any of his duties by indulgence in any stimulants;

(3) In any manner misconduct himself the Head of his Department may, after such investigation and upon such evidence as he may think fit, and in addition to or in lieu of exercising any other powers reserved to him by the Government under this agreement, fine the person engaged to any extent not exceeding five pounds (£5) or suspend him from work, with loss of pay and allowances for any period not exceeding one calendar month, and any such fines and the pay corresponding to any such suspension may be deducted from any money which would otherwise be due under this agreement

14. The person engaged shall, if so required by the Government, furnish such security, and in such form as the Government may decide, for the faithful and honest discharge of his duties and if any premium is payable in respect of such security, it may be deducted from his salary by the Government

15. The person engaged shall become a depositor in the Provident Fund for non-punishable servants of State Railways, in the Colony.

16. At some time, not more than three months and not less than one month before the completion of a full term of thirty months service as set by the Head of the Department shall fix an earlier period than the expiration of thirty months from the completion of the term, then as soon as possible after receipt of the notice fixing such earlier period the person engaged shall give notice in writing to the Government whether he desires to remain in its employment, and the Government shall thereupon decide whether it will offer him further employment, in which case the re-engage ment

will be on such terms, and for such period as may be mutually agreed.

17. In the event of the person engaged being entitled, on the expiration of this agreement, to any payment in England, before payment can be made it will be necessary for him to present to the Government a certificate of the Government of the amount due.

18. Where a person engaged is not in the Colony, the Crown Agents for the Colonies, when duly authorized by the Government or by the Secretary of State for the Colonies, shall be entitled to exercise any of the powers of the Government under this agreement.

19. The person engaged will be required to contribute to the East African Widows and Orphans Pension Scheme in accordance with the rules and regulations for the time being in force, and the contributions may be recovered by deduction from his salary.

20. The person engaged shall be paid a special allowance of thirty pounds (£30) per annum on appointment. This allowance, or such part of it as the Secretary of State or the Government may direct, is liable to be repaid to the person engaged in the event of his failing to accept the appointment or quitting the service of the Government before the completion of a full term of service for any reason other than mental or physical infirmity.

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Security

Government Fund

Further employment

Payments in England

Power of Crown Agents

Contributions under Widows and Orphans Pension Scheme

Special Allowance

(don)

C.A.

41273/21 King

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24 August 1941

with reference to your minutes S.A. 13
of the 15th and 19th of August

DRAFT. Minute

to the Uganda Regulations

Department

the substitution of the draft

MINUTE

clause contained in para. 2 of

Mr. ...

Mr. ...

Mr. ...

Mr. ...

Mr. ...

Mr. ...

Mr. ...

Mr. ...

Mr. ...

Mr. ...

the form of your minutes for

the present. Observe that it is appropriate

Please do not deal with

the general revision of the

Agreement until you hear

from us further.

(Sgd) P. H. ...

East African Dept

to note
P. H. ...

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