

1921

KENYA

63098

File

DATE

20TH DECEMBER 1921

Re: (Recd. 21 Dec 21)

CROWN AGENTS

SUBJECT
AGREEMENTS

RAILWAY STAFF

Encloses copies of form used for officers entitled to first class privileges and calls attention to provision for making it clear office may be required to serve on any of the systems controlled by the Uganda Railway Adm. Also encloses draft of revised for for Class B. appts.

CIRCULATION :-

- Mr.
- Mr.
- Mr.
- Mr. Grisdale
- Mr. H. Lambert
- Mr. H. Road
- Mr. M. M. Smith
- Mr. Wood
- Mr. Oberchall

Previous Paper

MINUTES

*Ca/62250 (Pales Dept.)
in error
reproachfully*

W. H. G. G. G. G.

(1) Class 'A' agreements

The original agreement is now used with a addition to the Schedule as to service on any part of the Uganda Railway. It is a point of fact that some forms do not contain the Schedule. Presumably it is the same as in the S.A. of Schedule to Dept Class B agreements below.

I do not know why a change of the actual agreement is not in Dept. and not be now fully defined in U.K. Class A agreement as it is in Class B agreement. I say that present procedure may be

Subsequent Paper

Ca/62250 Nyaan

W. H. G. G. G. G.

followed except that I do not consider 'head of Dept.' should be more fully defined in Cl. 1 as in Class 'B' agreement - because as to dismissal of the additional clause in the Schedule in the specimens sent as amendments of Cl. 1 of Schedule as in the agreement for 6 copies of the agreement when finally corrected in these 3 respects to be sent to Cl. in order that copies may be sent to go through for

(1) Cl. 1 of B agreement

See 5/11 prepared by C.A. There been through this committee the language where the D.W. differs from the ordinary Class B agreement

Cl. 1 of agreement Dept of head of Dept. the stand.

Cl. 3 A. 1 Schedule Council

Cl. 6 of Schedule I do not see why it should be defined in the last line. Not substitute meaning as in ordinary agreement. See also lead down for the other 3 amendments

I have not much to say about the 'UK' work that I should be thinking of can 'UKA' by the way.

reference respectively in the Colony. 725

Cl. 1 of Schedule I. Arrangement required as directed in 5/11/1911

Cl. 15 of Schedule I. Council

Cl. 16 of Schedule I. This clause of course differs from the ordinary agreement as to the standard

As far as possible there can be no objection to the clause of leave to be granted as in when the agreement is for

in Cl. 1(3) of Schedule for a possible 36 months.

There is no objection of the Commission as regards. Because some of the 23 days are never more than a year

For I should like to include the sentence now because it is as absolutely appropriate against a claim for leave

be paid 30 months. (1) by the Commission by the Annual of 1911 as provided by the

Govt. in I of the 1911. 2/11/11

It was made to be a condition of the thought was to be a condition of the 40

of course if list becomes a
separate entity special agreements
must be prepared, as the
Gov. of Kenya will not be res-
ponsible but as present
this does not matter.

instruct C to prepare a set
Class 'B' U.K. agreements as
in the 'D' with modifications
suggested above - + send
us copies, so that copies
may be sent to Gov. Kenya
for comment

Recd

Logic - ~~has~~ containing
notes getting the Govt
to agree on the
ready

W. L. S.
8.12.21

S.A.13



63099
Recd 21 Dec 21

726

ALL COMMUNICATIONS
TO BE ADDRESSED TO THE
CROWN AGENTS FOR THE COLONIES,
THE ABOVE REFERENCE AND THE
DATE OF THIS LETTER BEING QUOTED.

TELEGRAMS: "CROWN, LONDON"
TELEPHONE: 7790 VICTORIA.

4, MILLBANK,

WESTMINSTER,

LONDON, S.W. 1.

20th December, 1921.

Sir,

In reply to your letter of the 5th December, No. 41992/1921, I have the honour to enclose three copies of a form of agreement which we are now using for officers eligible for first class privileges, who are appointed to the Uganda Railway. It will be observed that it has not been our practice to amend Clause I by any alteration to the definition of the term "Head of his Department", but that a clause is added in the schedule to the agreement, to make it clear that the person engaged may be required to serve on any of the systems controlled by the Uganda Railway Administration.

2. A draft of the revised form of agreement for Class "B" appointments is enclosed.

I have the honour to be,

Sir,

Your obedient servant,

W. P. R. Paton

for Crown Agents.

The Under Secretary of State,

Colonial Office, S.W.

KENYA COLONY AND PROTECTORATE.

Class A.

No. _____
Appn. _____

Agreement made the _____ day of _____ 19____
Between the Crown Agents for the Colonies, London, acting on behalf of the Government of the Kenya Colony and Protectorate (hereinafter called the Government), and _____
in the County of _____
(hereinafter called the person engaged).

1. The person engaged agrees to proceed to the Kenya Colony and Protectorate (hereinafter called the Colony), when and as directed by the Crown Agents for the Colonies, and undertakes that he will there diligently and faithfully perform the duties of _____ for the term of his engagement, and will act in all respects according to the instructions or directions given to him by the Government 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 Head of his Department.

2. The salary of the office is at the rate of _____ pounds
(£ _____) a year rising to _____ pounds
(£ _____) a year by annual increments of _____ pounds
(£ _____).

The person engaged shall also be paid an allowance of thirty pounds (£30) on first appointment to assist him in meeting the cost of the necessary outfit. This allowance, or such part of it as the Secretary of State or the Governor may direct, is liable to be refunded by the person engaged in the event of his failing to take up the appointment or quitting the service of the Colony before the completion of a tour of service for any reason other than mental or physical infirmity.

3. This agreement is subject to the conditions set forth in the Schedule hereto annexed, and the Schedule shall be read and construed as a part of the agreement.

4. The Crown Agents for the Colonies shall not be in any way personally liable for anything arising out of this agreement.

As witness our hands the day and year above written.

Signed by _____
(on behalf of the Crown Agents for the Colonies) in the
presence of _____
of the office of the Crown Agents for the Colonies.

Signed by _____
in the presence of _____
Of the Witness: { Signature _____
 { Address _____
 { Occupation _____

SCHEDULE.

Terms of
engagement.

1. (1) The engagement of the person engaged is for a tour of not less than twenty nor more than thirty months' continuous residential service, beginning from the date of disembarkation at the port of arrival*, but the engagement may be extended as provided for in Clause 1(3)

(2) A tour shall be deemed to be completed upon the expiration of such period within the limits above mentioned, as may be fixed by the Head of his Department, or, if no such period shall be so fixed, upon the expiration of the maximum period of thirty months' service.

(3) The person engaged may, notwithstanding the completion of his tour of service, be detained in the Colony at the option of the Government for a further period, if, in the opinion of the Government, the exigencies of the public service demand it; provided that the tour of service and such extended service shall not together exceed thirty-six months; and the provisions of this agreement shall apply to such extended period accordingly.

Further
employment.

2. At some time, not more than three months and not less than one month before the completion of a full tour of thirty months' service, or, if the Head of the Department shall fix an earlier period than the expiration of thirty months for the completion of the tour, 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-engagement will be on such terms and for such period as may be mutually agreed.

Duties.

3. The duties of the person engaged shall include the usual duties of the office for which he is engaged, and any other suitable duties which the Government may call upon him to perform. The person engaged shall reside at such place and occupy himself in such manner as the Government, through its duly authorised officers, shall direct, and he shall not, either directly or indirectly, engage or be concerned in any other service or business whatsoever or receive commissions or profits of any kind, but shall devote the whole of his time and attention to the service of the Government, shall use his utmost exertions to promote the interests of the Government, and shall conform to the General or Standing Orders of the Government and to the Colonial Regulations in so far as the same are applicable.

Salary.

4. (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 the port of arrival.†

(2) Increments of salary, if any, will be reckoned as from the date for 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.

Quarters.

5. 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
allowances.

6. When travelling on duty away from his station in the Colony the person engaged either shall be provided with transport or shall be paid travelling expenses according to the scales laid down for transport and travelling expenses respectively in the Colony.

* Bombay.

† In the event of the person engaged travelling overland to and embarking at Marseilles on the outward voyage from England, half salary will be paid from the day previous to the date of departure from Marseilles of the steamer by which the person engaged leaves.

7. (1) "Passage" in this agreement means a first-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 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.

8. If the person engaged shall be compelled by reason of ill-health (not caused by his own misconduct) to relinquish his employment, or if at any time it shall be certified by a Government medical officer that the person engaged is by reason of ill-health, not caused by his own misconduct, incapable on physical grounds of rendering further efficient service in the Colony, then the person engaged must relinquish his employment; and in either case the Government shall pay him his salary up to, but not including, the date of his departure from the Colony, and furnish him with a free passage to England, provided that he claims and avails himself of such return passage within two months of the date of such certificate.

9. 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 8) become unable to perform any of his duties or to comply with any order, or shall improperly 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 on demand the amount paid for his passage to the Colony.

10. (1) The Government may at any time determine the engagement of the person engaged on giving him three months' notice in writing, or on paying him one month's salary, and in either case, if 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 a 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, 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.

12. 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.

13. The person engaged will be required 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.

14. 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 produce to the Crown Agents for the Colonies a certificate from the Government of the amount due.

15. When the person engaged is not in the Colony, the Crown Agents for the Colonies, when duly authorised by the Government or by the Secretary of State for the Colonies, shall be competent to exercise any of the powers of the Government under this agreement.

* The Government endeavours to provide officers with accommodation of the class by 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, no claim for compensation will be entertained. This will not affect the arrangement, applicable generally to European officials in the East African dependencies, by which a married officer, whose salary does not exceed £700 a year, is allowed to receive one and a half times the cost of his passage, and to make his own arrangements for his own and his wife's passages by whatever class he wishes.

Passages

Invaliding on account of incapacity produced by ill-health.

Dismissal

Determination of engagement

Liability to make good damage

Security

Contributions under Widows and Orphans Pension Scheme

Payments in England

Powers of Crown Agents

While leave of absence is not a legal right included in the contract, the person engaged, after a tour of service, or if invalided home before completing the tour, or if, when he is in the Colony his engagement is terminated by reason of ill-health in accordance with the provisions of Clause 8 of the above Schedule, will ordinarily be granted, so far as the exigencies of the public service permit, leave under the regulations for European officers serving on agreement in East Africa, which are printed below:—

LEAVE REGULATIONS FOR EUROPEAN OFFICERS SERVING ON AGREEMENT IN THE EAST AFRICAN DEPENDENCIES.

I. Subject to the provisions of the service regulations, every officer, after a tour of residential service, be granted vacation leave with full pay for the time necessarily taken on the journey to England, plus 30 days for each completed calendar month of residential service, and if necessary, granted by the Government on public grounds after the completion of a tour of residential service, they may be granted vacation leave for 30 days more with full pay in respect of any completed calendar month that they may have been absent.

In the case of an officer who is invalided home before completing a tour of residential service, he may be granted leave a further period of 30 days for each completed calendar month of residential service, plus the time necessarily taken on the journey to England. Officers who are granted leave as above are required to sign an agreement on the conditions that in the event of their returning to East Africa for further service they will, if called upon to do so, refund the amount of the pay for the leave granted, and that if they do not return to East Africa for further service, but determine their engagement under clause II of the fourth schedule to the Government, they will, if called upon to do so, refund the amount of the pay for the leave granted, and that if they do not return to East Africa for further service, but determine their engagement under clause II of the fourth schedule to the Government, they will, if called upon to do so, refund the amount of the pay for the leave granted.

II. Officers invalided before completing a tour of service of 30 months may be granted vacation leave with full pay for the time necessarily taken on the journey to England plus 30 days in respect of each completed calendar month of residential service.

In addition to the sick leave which may be granted under the foregoing regulations, if the Government believe that an officer, who is invalided before he is fit to return to East Africa for duty, and if the Government desire to retain his services for a further tour, he may be granted a reserve sick leave with full pay for 30 days more (or 60 days in all) in respect of each completed calendar month of residential service plus the time necessarily taken on the journey from England, subject to the same conditions as apply to return leave.

No extension of vacation leave will be granted in exceptional circumstances, such as continued ill-health, but in exceptional circumstances, such as continued ill-health, leave may be granted on a temporary basis at the discretion of the Secretary of State for a period not exceeding 6 calendar months, with such salary as the Secretary of State may direct.

IV. Return leave or reserve sick leave may be extended with full pay, on the ground of ill health for any period not exceeding 6 calendar months, and if necessary for a further period of 6 months with half salary; or it may be extended with full pay if the officer is detained in England by the Secretary of State on public grounds.

V. Any extension of leave, however short, which may be granted on any other grounds than those mentioned above will be without pay, unless for special reasons the Secretary of State authorises full pay or half pay.

VI. For the purpose of reckoning the amount of leave due to an officer, residential service is taken to begin on the day on which he arrives at the coast and to end on the day preceding that on which he leaves the coast for England.

* In Somaliland 15 months.
Two and a half in respect of service in certain stations in Kenya and Nyasaland; three and a half in Somaliland.

† In Somaliland, 12 months.
Five in respect of service in certain stations in Kenya and Nyasaland; seven in Somaliland.
Members for officers serving in Kenya and Uganda; Chinde for officers serving in Nyasaland; Dambala for officers serving in Zanzibar; Baran-Salam (ordinarily) for officers serving in the Tanganyika Territory; and Aden for officers serving in Somaliland.

revised

UGANDA RAILWAY

723

Class B.

No.
pp(s).

AGREEMENT made the day of 19

Between the Crown Agents for the Colonies, London, acting on behalf of the Government of the Kenya Colony and Protectorate (hereinafter called the Government), and
.....in the County of.....
(hereinafter called the person engaged).

1. The person engaged agrees to proceed to the Kenya Colony and Protectorate (hereinafter called the Colony), when and as directed by the Crown Agents for the Colonies, and undertakes that he will there diligently and faithfully perform the duties of a
for the term of his engagement, and will act in all respects according to the instructions or directions given to him by the Government through the Head of his Department or other duly authorized 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 to him in accordance with regulations approved by the Government.

2. The salary of the office is at the rate of pounds (£.....) a year rising to pounds (£.....) a year by annual increments of pounds (£.....).

The person engaged shall also be paid an allowance of thirty pounds (£30) on first appointment to assist him in meeting the cost of the necessary outfit. This allowance, or such part of it as the Secretary of State or the Governor may direct, is liable to be refunded by the person engaged in the event of his failing to take up the appointment or quitting the service of the Colony before the completion of a tour of service for any reason other than mental or physical infirmity.

3. This agreement is subject to the conditions set forth in the Schedule hereto annexed, and the Schedule shall be read and construed as a part of the agreement.

730

4. The Crown Agents for the Colonies shall not be in any way personally liable for anything arising out of this agreement.

As witness our hands the day and year above written.

Signed by.....

(on behalf of the Crown Agents for the Colonies) in the presence of of the office of the Crown Agents for the Colonies.

Signed by.....

in the presence of (Signature.....) (Address.....) (Occupation.....)

Witness

W

SCHEDULE

engaged
 1. (1) The engagement of the person is for a tour of not less than twenty nor more than thirty months' continuous residential service beginning from the date of disembarkation at the port of arrival but the engagement may be extended as provided for in Clause 1 (3).

(2) A tour shall be deemed to be completed upon the expiration of such period within the limits above-mentioned, as may be fixed by the Head of his Department, or, if no such period shall be so fixed, upon the expiration of the maximum period of thirty months' service.

(3) The person engaged may, notwithstanding the completion of his tour of service, be detained in the Colony at the option of the Government for a further period, if, in the opinion of the Government, the exigencies of the public service demand it; provided that the tour of service and such extended service shall not together exceed thirty-six months, and the provisions of this Agreement shall apply to such extended period accordingly.

2. At some time not more than three months and not less than one month before the completion of a full tour of thirty months' service, or, if the Head of the Department shall fix an earlier period than the expiration of thirty months for the completion of the tour, 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-engagement will be on such terms and for such period as may be mutually agreed.

3. The duties of the person engaged shall include the usual duties of the office for which he is engaged, and any other suitable duties which the Government may call upon him to perform. The person engaged shall reside in such place and occupy himself in such manner as the Government, through its duly authorised officers, shall direct, and he shall not, either directly or indirectly,

engage or be concerned in any other service or business whatsoever or receive commissions or profits of any kind, but shall devote the whole of his time and attention to the service of the Government shall use his utmost exertions to promote the interests of the Government, and shall conform to the General or Standing Orders of the Government and to the Colonial Regulations in so far as the same are applicable.

A. 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.

4. (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 the port of arrival. X

(2) Increments of salary, if any, will be reckoned as from the date for 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.

5. 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.

X [See slip attached.]

X In the event of the person engaged travelling overland to
and embarking at Marseilles on the outward voyage from England,
half salary will be paid from the day previous to date of
departure from Marseilles of the steamer by which the person
engaged travels.

2

travelling allowances

6. When travelling on duty away from his station in the Colony the person engaged either shall be provided with transport or shall be paid travelling expenses according to the scales in force on the Uganda Railway.

733

passages.

7. (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 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.

invalidating on account of incapacity produced by ill-health.

8. If the person engaged shall be compelled by reason of ill-health (not caused by his own misconduct) to relinquish his employment, or if at any time it shall be certified by a Government medical officer that the person engaged is by reason of ill-health, not caused by his own misconduct, incapable on physical grounds of rendering further efficient service in the Colony, then the person engaged must relinquish his employment; and (in either case) the Government shall pay him his salary up to, but not including, the date of his departure from the Colony, and furnish him with a free passage to England, provided that he claims and avails himself of such return passage within two months of the date of such certificate.

Note.

The Government endeavours to provide officers with accommodation of the class by 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 no claim for compensation will be entertained.

This will not affect the arrangement, applicable generally to European Officials in the East African dependencies, by which a married officer whose salary does not exceed £700 a year, is allowed to receive 1 1/2 times the cost of his passage and to make his own arrangements for his own, his wife's and to make his own arrangements for his own passage by whatever class he wishes.

Dismissal. 9. 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 8) become unable to perform any of his duties or to comply with any order, or shall improperly 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 on demand the amount paid for his passage to the Colony.

Determination of engagement 10. (1) The Government may at any time determine the engagement of the person engaged on giving him three months' notice in writing, or on 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 a 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.

Liability to make good damage 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.

12. If the person engaged shall be absent from duty through ill-health he shall produce a medical certificate to that effect signed by a medical officer of the Government for that purpose and his salary shall be stopped for the number of days of absence. If he shall absent himself without such certificate he shall forfeit his salary for the number of days of absence.

13. If the person engaged shall be absent from duty without any valid reason he shall 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.

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, 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 will be required, unless he claims exemption as a contributor to the Uganda Railway Provident 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 deduction from his salary. No claim for exemption shall be valid unless it reaches the Crown Agents within three months from the date, from which the person engaged commences to draw salary under this agreement.

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

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 produce to the Crown Agents for the Colonies a certificate from the Government of the amount due.

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

While leave of absence is not a legal right included in the contract, the person engaged, after a tour of service, or if invalided home before completing the tour, or if, when he is in the Colony, his engagement is terminated by reason of ill-health in accordance with the provisions of Clause 8 of the above Schedule, will ordinarily be granted, so far as the exigencies of the public service permit, leave under the regulations for European Officers serving on agreement in East Africa, which are printed below. No leave is however granted to

-4-

officers of the Uganda Railway in respect of more than thirty months' service. 737

LEAVE REGULATIONS FOR EUROPEAN OFFICERS SERVING ON AGREEMENT IN THE EAST AFRICAN DEPENDENCIES.

1. Subject to the necessities of the service, officers may, after a tour of residential service, be granted vacation leave with full pay for the time necessarily taken on the journey to England, plus 3 days for each completed calendar month of residential service; and if specially detained by the Government on public grounds after the completion of a tour of 30 months' service, they may be granted vacation leave for 3 days more with full pay in respect of each completed calendar month that they may have been detained.

In the case of officers who are returning to East Africa for further service, there may be added to their vacation leave a further period of leave with full pay, known as "return leave", for 3 days for each completed calendar month of residential service, plus the time necessarily taken on the journey from England. Officers to whom return leave is granted will be required to sign an agreement to the effect that in the event of their failing to return to East Africa for further service they will, if called upon to do so, refund the amount of any pay drawn in respect of such leave, and that in the event of their returning to East Africa for further service but determining the engagement under clause 10 (2) of the foregoing schedule or being dismissed under clause 9 of the foregoing schedule they will, if called upon to do so, refund the amount of any pay drawn in respect of such leave or such part of that pay as the Government may direct.

† In Somaliland, 15 months.

‡ 2½ in respect of service in certain stations in Kenya and Nyasaland; 3½ in Somaliland.

II. Officers invalided before completing a tour of service of 20^x months may be granted sick leave, with full pay, as if actually taken on the journey to England, in respect of each completed calendar month of residential service.

In addition to the sick leave which may be granted under the foregoing regulations, if there is reason to believe that an officer will ultimately be entitled to a grant of sick leave, and if the Government desire to do so, his pay may be further topped up, he may be granted, in addition to the sick leave, a further 12 months' pay, not making more than 24 months' residential service, plus the time necessary to cross the journey from England, subject to the same conditions with regard to payment as return leave.

III. No extension of leave on leave will be granted on the ordinary course, but in exceptional circumstances, if continued ill-health, of a nature which prevents the officer from performing his duties, the Secretary of State for a period, not exceeding 4 calendar months, with full salary as the Secretary of State may direct.

IV. Return leave or return sick leave, with full pay, on the ground of ill-health, may be granted for a period not exceeding 6 calendar months, and if necessary, a further period of 6 months with half-salary; it may be extended with full pay if the officer is detained in England by the Secretary of State on public grounds.

-
- 24 in respect of service in certain stations in Kenya and Nyasaland; 36 in Somaliland.
 - 5 in respect of service in certain stations in Kenya and Nyasaland; 7 in Somaliland.
 - x. In Somaliland, 12 months.

V. Any extension of leave, however short, which may be granted on any other grounds than those mentioned above, will be without pay; unless for special reasons the Secretary of State authorises full pay or half pay.

VI. For the purpose of reckoning the amount of leave due to an Officer, residential service is taken to begin on the day on which he arrives at the coast, and to end on the day preceding that on which he leaves the coast for England.

§ Mombasa for Officers serving in Kenya and Uganda; Chinde for Officers serving in Nyasaland; Zanzibar for Officers serving in Zanzibar; Dar-es-Salaam (ordinarily) for Officers serving in the Tanganyika Territory; and Aden for Officers serving in Somaliland.

CP 63099 Kenya

740

Class 187/22



DRAFT.

CA.

52

3 Jan 1922

Gentlemen.

I am in touch with the receipt
of your letter M/SA 13
of the 20th of Dec. on the
subject of the forms of
agreements to be used for
officers engaged for service

with the Kenya Railway

& v. the ...

...

2. Class A agreements

~~The list of ...~~

~~...~~

~~...~~

The

MINUTE.

Mr. *Phillips*

Mr.

Mr.

Mr. Grindle.

Sir H. Lambert.

Sir H. Read.

Sir J. Masterston Smith.

Mr. Wood.

Mr. Churchill.

The following amendments should be made in the agreement

(i) Clause 1 of agreement

The term "Head of Dept" should be defined as in the Class B agreements, the last four words of the definition should be deleted and the words "General Manager of the Dept" should be substituted for the words "Executive Director" in the definition. The word "Executive" may be deleted from the definition.

(ii) Clause 1 of schedule

In the clause of the schedule, the word "Executive" should be deleted and the word "General Manager" should be substituted for it. This should be inserted at the end of Clause 5.

(iii) Clause 8 of schedule

The last part of this clause should be amended as directed in

Co. letter No. 59460/24
of the 15th Dec. 741

It is expressed that you will forward copies of the Class B agreement with the necessary amendments to the Director of the Dept. for his approval.

DRAFT.

Mr. ...
Mr. ...
Mr. ...
Mr. ...
Mr. ...

It is expressed that you will forward copies of the Class B agreement with the necessary amendments to the Director of the Dept. for his approval.

(3) Class B. agreement

The following amendments should be made:

(i) Clause 1 of agreement

This is ...

in the preamble line where
"delegated to" should be
"delegated by."

(ii) Clause 6 of schedule.

In the last line the words
"paid down for transport &
travelling expenses respectively
in the Colony" should be
substituted for the words
"in force on the Uganda
Railway."

(iii) Clause 8 of schedule.

The last part of this clause should be
amended as directed in C.O. letter
N^o 5940/24 of the 15th of Dec.

(iv) Preamble to Lease Regulations.

The whole of the last sentence
beginning "No lease..."
should be deleted.

It is requested that you will
prepare copies of the
Class B agreement with
the modifications indicated

above, & these may be
brought into use at
once, if you have the
occasion to enter into
an agreement with an
Office eligible for
second class fares.
You had however forwarded
6 copies to this Dept.
in order that ^{this} ~~copy~~
revised form of agreement
may be referred to
the Gov. of Kenya
for his orders.

DRAFT.

MINUTE.

Mr.

Mr.

Mr.

Mr. Grindle.

Sir H. Lambert.

Sir H. Road.

Sir G. Pidgeon.

Mr. Wood.

Mr. Churchill.

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H. H. ROAD