

EAST AFR. PROT.

C O
523

REC'D
REF 6 JAN 12

528

own Agent

Date.
1912

5 Jan.

et previous Paper.

527

Railway mechanics

Sends letter from manager & requests instructions as to form of agreement which he uses in present cases, & in future. Explains manager's objections to form recently adopted in case of 2nd Inspectors of Stonebridge. Suggest adoption of form used for 2nd Inspectors of Stonebridge.

Mr Butler

See also 527.

Mr Can have Mr Currie, Mr Church, and the Co. to fight out their quarrel as to the engagement of Mr Stonebridge.

As to the form to be used for the (the railway mechanics) future, I think that the U.K. should employ the form already used in the case of 2nd Inspectors. Mr Currie

Copy sent for 44/10/12 Jan

et subsequent Paper

5 Jan 1912

states in the last para of his letter

that his form is suitable & requires

no alteration - ^{it seems} and ~~it is my desire~~

understand to introduce a new form
~~to avoid introducing last forms to fear~~

if there already exists we had
~~to it in parallel~~

will - send the proposal

MS 17/1

You have spoken to me, and I

submit drafts for comment.

MS 22/1

MS

Jan. 23

at once.

2c

C O
523
REC'D
JAN 12

M.
S.A.B. 12

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 1652 VICTORIA.

WHITEHALL GARDENS,
LONDON, S. W.

5th January 1912

Sir,

4v

With reference to your letter No. 37983/11 of the 1st of December regarding the engagement of 4 mechanics for the Uganda Railway, I have the honour to enclose a copy of a letter which we have received from the Manager respecting the agreements which the men should sign and to request the Secretary of State's instructions as to the form of agreement which should be used in the above cases and in any future engagements which we may be asked make.

7.11.1911.

2. With regard to paragraph 2 of the Manager's letter, I have to explain that we had no information that Uganda Railway men were on special terms as to leave and other matters, our instructions being, as you are aware, that all officials engaged by us for service in East Africa should sign the printed form of Agreement. We pointed this out to Mr. Church when he called at this Office in connection with the appointment of Mr. Stonebridge, and he agreed that the printed form could be used provided that an addition was

*File
L. 1000
EA*

The Under Secretary of State,

&c &c &c,

Colonial Office

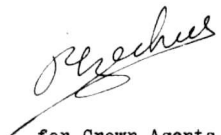
made calling upon the person engaged to subscribe to the Provident Fund and become a member of the Uganda Railway Institute. Our action in this respect will in due course be communicated to the Manager. A copy of the agreement referred to by him is enclosed for the information of the Secretary of State.

3. It will be observed that the Manager states in paragraph 7 of his letter that agreement in use for 2nd Engineers for the Lake Steamer service (a copy of which is enclosed) is suitable for the engagement of subordinate officials of the Railway, and we would suggest for the consideration of the Secretary of State that as this Agreement bears greater similarity to the Agreements used in connection with the engagement of officials in the Crown Colonies this Agreement might be adopted for Railway engagements.

I have the honour to be,

Sir,

Your obedient Servant,


for Crown Agents

THE MANAGER UGANDA RAILWAY TO CROWN AGENTS
-----General Manager's Office,
Nairobi,

27th November 1911

No. 6282/18 I.

Gentlemen,

Since writing my letter No. 6224/18 I. dated the 24th instant, regarding the engagement of four mechanics, I have received your letter M/5005 dated the 18th October transmitting to the Treasurer a copy of an agreement entered into with Mr Edward Stonebridge, Chief Clerk for the office of the Superintendent of Way & Works.

2. I understand that when Mr. A.F. Church, the Superintendent of Way and Works was in London in October, he asked you to engage Mr. Stonebridge on our form of agreement, a copy of which he handed to your Mr. Martin, I regret to see that you have engaged him on the form usually used for the East Africa Protectorate without the alterations Mr. Church requested so as to make it conform with the Railway agreement. This form is not applicable to the Railway because all Railway employees holding subordinate positions are non-pensionable and are under the Railway leave rules which are quite different from those in force in other Departments of the Protectorate.

2. Clause 13 of Mr. Stonebridge's agreement therefore gives him leave under rules which do not apply to other Railway men.

3. With my letter No.6224/18L. dated the 24th November 1911, I have sent you a pamphlet containing the Railway leave rules.

It is absolutely essential that all men engaged for the Uganda Railway shall be on the same conditions and I would have preferred that Mr. Stonebridge had not been engaged at all rather than have had him sent out on his present agreement.

4. As regards the four mechanics asked for in my letter referred to above please have the following alterations made in the form.

Clause 1. Delete the words "thirty months" and substitute "three years".

Clause 3 (2) Omit the words -

"The evidence of such approval shall be
"a certificate signed by the Head of his
"Department, countersigned by the Governor
"or such officer as he may designate for
"the purpose."

Clause 5. Alter the last words of this clause, viz. "in the Protectorate" to "on the Uganda Railway."

Clause 7. Delete the last sentence viz:

"He may, however, at the option of the
"Government be granted leave of absence
"with full salary under Clause 13, as if
"he had been invalided home."

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Clause 5. Alter the last words of this clause, viz. "in the Protectorate" to "on the Uganda Railway."

Clause 7. Delete the last sentence viz:
"He may, however, at the option of the
"Government be granted leave of absence
"with full salary under Clause 13, as if
"he had been invalided home."

Clause 9 (3). In fourth line delete the words
 "other than return leave, return sick leave,
 "or any extensions thereof."

Clause 13 (1). Delete the whole and substitute
 "The person engaged shall be entitled to
 "leave of absence in accordance with the
 "leave rules in force on the Uganda Railway
 "which are applicable to employees holding
 "similar positions as the person engaged."
 Delete the footnote on page 4.

5. The above alterations will cause the agreement to conform with the Railway conditions and I beg to impress upon you the absolute necessity of having them made. In fact I place such importance upon them that I prefer to do without the four mechanics rather than have them sent out on agreements similar to the one signed by Mr. Stonebridge. The agreement forms of Mr. Frank Kydd, 2nd Engineer, vide your letter 38M/4570 of the 28th January 1911 of Mr. William Kydd, 2nd Engineer, vide your letter 395M/4910 of the 12th September 1910, to the Hon. the Treasurer, are also quite applicable to our conditions. These agreement forms were settled after correspondence with the Secretary of State in 1909.

6. I may add for your information that the Uganda Railway conditions of service and leave rules were settled after correspondence with the Secretary of State and have his approval, so there is no question

about our adopting the form of agreement used in other Departments. It is quite impossible to do so.

7. I beg that you will pay particular attention to the contents of this letter not only in the engagement of the four mechanics now asked for but also in future when engaging any men of this class i.e. mechanics, engine drivers, clerks, draftsmen, foremen etc. for the Uganda Railway. As already stated the agreement for 2nd Engineers for the Lake Steamers is suitable and requires no alteration so you can either use that form or the form signed by Mr. Stonebridge with the alterations I have mentioned.

I have etc,

(Sgd.) H.A.T. CURRIE

Manager, Uganda Rly.

11/5

UGANDA RAILWAY.

Agreement Form.

REC^d
REG^d 6 JAN 12

I, the undersigned, hereby agree to serve on the Uganda State Railway faithfully and to the best of my ability as _____

for the space of Three years on the following conditions:—

(1) That I be paid _____ Rupees per mensem. Pay to begin as follows:—

If engaged in ~~East Africa~~ From date of signing this agreement

" " "^{England} ~~India~~ } $\frac{1}{2}$ pay from date of embarkation to date of arrival at Mombasa. Full pay from date of landing.

or South Africa

If re-engaging when } —From date of return to duty proceeding on leave. }

and pay to cease on my finally being relieved of duty except—if engaged in ~~India or South Africa~~ ^{England}—as provided for in paragraph ~~below~~.

(2). That while on duty I receive travelling expenses in accordance with the rules in force from _____ to time as certified by the Manager.

(3). That I am provided with such free accommodation for myself as may be provided for me by the Manager.

(4). That in the event of my completing the aforesaid full term of service under this agreement, or my services being dispensed with under clause (7), I shall be provided with a free return ^{second class} passage to the place of enlistment; provided that I avail myself of it within two months after the termination of my services. I shall also receive half pay during the voyage home again. If engaged in ~~East Africa~~ the return railway pass must be availed of within two weeks of termination of services.

(5). That for breaches of the Railway rules of discipline, I shall be liable to a fine, or deduction from salary or wages; and that in case of gross misconduct, insobriety or insubordination, of which the Manager shall be sole judge, I shall be liable to instant dismissal and forfeit any rights or privileges which I may be entitled to claim under this agreement.

(6). In the event of the Manager at any time desiring to determine this agreement, he shall be at liberty to do so on giving me ^{three} month's notice in writing, (determinable at any portion of the year) or paying me one month's salary in lieu of such notice, and, in either case, providing me with a free return ^{second class} passage to the place of my enlistment.

It shall also be competent for me at any time to terminate this engagement by giving the Manager ^{three} month's notice in writing of my wish to do so, but in this case I shall be obliged to refund the cost of my joining expenses to the place of my enlistment, and resign any rights or privileges which I may be entitled to claim under this agreement.

(7). That this agreement is terminable in the event of ill-health (not brought on by my own misconduct), by the production of a certificate from any duly qualified Medical Officer (appointed by the Secretary of State) that I am unfitted for further service in the country, in which case I shall be provided with a free passage ^{second class} to the port from which I embarked on my engagement with the railway.

(8). That my services are not limited to the work specified above, but that I may be called upon to perform any reasonable duty for which I may be fitted in connection with the Railway.

(9). That the rate of pay per mensem mentioned in this agreement is for the period of my engagement, and that the Manager reserves to himself the right to grant any increment on approved service.

(10). I agree to subscribe to the Provident Fund. and to become a member of the Railway Institute.

Signed by me _____



In the presence of _____

Dated _____ 191 . }

The Uganda Railway Administration agree to engage the above signed for the period and subject to the terms and conditions above specified.

Signed by the Provision Agents on behalf of Signed by the Manager of the Uganda Railway. }

In the presence of _____

Agreement

48

REC'D
REG. 6 JAN 12

523

East Africa
Reg. No. 4570
App. No.

made this _____ day of _____
One thousand nine hundred and eleven
Between The Crown Agents for the
Colonies of Whitehall Gardens London
in the County of Middlesex acting for
and on behalf of the Government of
the East Africa Protectorate hereinafter
called the Government, of the one part
and _____
of _____ in the County of _____
of the other part.

Whereby it is agreed by and between the
parties hereto as follows:

1. The said _____ (hereinafter
called the person engaged) is hereby selected for
appointment as a Second Engineer in the
Uganda Railway Steamer Service on Lake Victoria
upon the terms and conditions hereinafter set forth.
2. The person engaged shall proceed to East
Africa when directed by the Crown Agents for
the Colonies there to perform the duties of his
appointment for the period of Three years commencing
from the date of arrival at Mombasa but this period
may be extended as provided for in clause 17.
3. The duties of the person engaged shall include
the usual duties of the appointment and in addition
any other suitable duties either ashore or afloat
which the Government may call upon him to
perform.
4. The person engaged shall on arrival in the
Protectorate and during the time he shall
continue in the service of the Government reside
in such place and occupy himself in such manner

as the Government through its properly qualified 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 and shall use his utmost exertions to promote the interest of the Government

5. The Government shall provide the person engaged with a free passage to Mombasa together with railway fare third class to port of embarkation and on the satisfactory expiration of his engagement and subject to clauses 5 and 9 with a free passage home provided he claims and avails himself of such return passage within two months from the date of such expiration. Passage in this agreement means a second class passage

6. The person engaged shall be paid a salary at the rate of two thousand seven hundred rupees (Rs 2700) per annum rising after one and a half years service to three thousand rupees (Rs 3000) per annum. Increments however are not drawn as of right but only by sanction of the Government and will not be granted except upon the production of a certificate from the head of his department stating that the person engaged has discharged his duties with diligence and fidelity. Half salary will be paid during the voyage out and home again on the satisfactory expiration of the engagement. Full salary will begin from the date of arrival of the person engaged at Mombasa. 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 of

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

- the person engaged, both days inclusive.
7. The Government shall provide the person engaged with free quarters or an allowance in lieu thereof, ~~and shall either provide him with transport or pay usual and necessary travelling expenses when he is ordered to travel on duty away from his station~~ Free quarters means quarters free of rent but not of rates and similar outgoings.
8. 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 Protectorate the Government shall pay him his salary up to the date of such resignation or certificate and shall if he is in the Protectorate at the time provide him with a free passage to England provided that he claims and avails himself of such return passage within two months but he shall have no other claim on the Government. If he shall resign his appointment from any other cause he shall refund to the Government the amount paid for his passage to Mombasa including railway fare and if he is in the Protectorate at the time shall not be entitled to a return passage to England. 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.
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 comply with any of the clauses of this agreement or any of the duties required of him or any of the orders of the Government or their officers or shall, correspond verbally or otherwise directly or indirectly in or about the affairs of the Government with any person not in the employment of the Government or shall publish directly or indirectly any document or information of any kind affecting the Government or shall in any manner misconduct himself it shall be competent for the Government to declare his employment at an end and he shall be forthwith dismissed by the Government and all rights and advantages reserved to him by this agreement shall cease and he shall be liable to repay on demand the amount paid for his passage to Bombay including railway fare.

- 10 The Government may at any time determine the engagement of the person engaged or giving him three months notice in writing or on paying him one months salary and in either case if he is in the Protectorate at the time of such determination of his engagement providing him with a free passage to England provided that he claims and avails himself of such return passage within two months. He shall not in either case be entitled to half salary during the voyage home unless specially granted by the Government.
- 11 In the event of any pecuniary damage arising from the person engaged disregarding or failing to comply with any standing order or departmental instruction or from any neglect of duty whatsoever on his part he may be liable to deduction from his salary to make good the damage or any part thereof the amount of which shall be fixed by the Government.
- 12 If the person engaged shall absent himself from duty through ill-health he shall produce a medical

certificate to that effect signed by a medical officer appointed by the Government for that purpose and if his sickness should be caused through his own impropriety of conduct or if he should absent himself from his work from any cause whatever without leave he shall forfeit his salary for the number of days he shall be absent from duty.

- 13 If the person engaged shall by indulgence in any stimulant incapacitate himself for the performance of any of his duties his salary shall be liable to reduction to such extent not exceeding one half thereof and for such period as the Head of his Department shall determine.
- 14 If the person engaged shall commit any breach of this agreement or of any bye-law regulation or instruction or shall in any way misconduct himself the Head of his Department may after such investigation and upon such evidence as he may think fit fine him to any amount not exceeding five pounds (£5).
- 15 The person engaged shall if required furnish such security and in such form as the Government may decide upon 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.
- 16 The Government shall deduct each month from the salary of the person engaged the sum of _____ pounds (£ _____) which amount shall be payable by the Crown Agents for the Colonies in England to _____ the _____ of the person engaged on his presenting to them for acceptance a bill drawn upon them by the Government in his favor and endorsed by him.
- 17 Three months prior to the expiration of this agreement the person engaged shall give notice in writing to the Government whether he desires to remain in the

- employment and if the Government desires to retain his services he may thereupon be re-engaged on such terms and for such period as may be mutually agreed
- 18 In the event of the person engaged becoming entitled on the expiration of this agreement to any payment in England on account of salary return passage allowance or other expenses it will be necessary for him to produce to the Crown Agents a certificate from the Government of the amount so due before payment will be effected.
- 19 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 as aforesaid)
in the presence of

Whitehall Gardens SW.

Signed by

in the presence of

Of Witness

Name

Address

Occupation

D.D.
23 JAN
1912

Ch
528

Cap

51

24 Jan 1912

24

Gentlemen

I am etc to ack. the
receipt of your letter

in/S.A.B. etc of the 5th of Jan.

and in reply to inform you

that in the case of the

Engagement of mechanics

for the Uganda Railway,

the approval of your

Employment ^(in the form of) the agreement

is use for 2nd Engineers

for the Lake Steamers Service
as suggested by the Manager of the
Uganda Railway.

2. It is ~~stated~~ ^{stated} that

the agreement for 2nd

Engineers is at present

DRAFT.

Ch.

MINUTE.

Mr. H.B. 22/1

Mr. Butler 23 f.3.

Mr. Fiddes.

Sir H. Just.

Sir J. Anderson.

Lord Emmott.

Mr. Harcourt.

Edwards for concen.

Copy sent to 44 ans 74 Jan

24 Jan 1912

Sir

Dear Sir

Drawal 8897

✓ I have the honour to transmit to you the accompanying copy of Com. letter the C. for the Colonies on the subject of the form of agreement to be employed in the case of the engagement of mechanics for the Lyons Railway.

2. It has been brought to my notice that the Agreement in use for

2nd Instance, which I Mr. Currie has suggested might be considered should be employed

Cap no 444
 Mr H. P. Finard

1918 ref,
 Mr. Butler 23 f. 3.
 L. G. Fiddes

A. 5 Jan
 sent copy of Mr Currie's
 to Mr. Currie with copy of
 of agreement for 2nd
 instance - copy to be
 retained for C.A.

C.A. Draft letter

drawn up makes a
 promise for the grant of
 leave to the Officer engaged
 or for contribution by him
 to the Provident Fund.

The proposal will be asked
 to suggest clauses to cover
 these points, and in the
 receipt of his reply a
 further communication
 will be addressed to you.

In the meantime the
 agreement as used in use
 for 2nd Instance should be
 employed unaltered

(Signed) G. V. FIDDES.

24 Jan 1912

2nd

Li

✓ I have the honor
 to transmit to you the
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 on the subject of the form
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div of 8897

Cap no 444
 Mr H. P. Finward

1/18 1912
 Mr. Butler 23 f. 3.
 L. G. Fiddes

A. 5 Jan
 sent copy of Mr Currie's
 to Mr. Butler copy of
 of agreement for 2nd
 Empire - copy to be
 taken for C. & G.

C. & G. Draft herewith

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 or for contribution by him
 to the Provident Fund.

The proposed bill is asked
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In the meantime the
 agreement as used in use
 for 2nd Empire should be
 employed unaltered

(Signed) G. V. FIDDES