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15.  
Bowring

1915  
11 Jan.

Last previous Paper.  
B.A. 50664/4

Uganda Rly. European Staff  
Renewal of Agreements.

In letter from Acting Genl Manager drawing attention to the difficulties raised by the railway staff signing agreements with the C.A., and suggesting that all officers holding return tickets should be allowed to return without entering into fresh agreement. Recommendations proposals should be approved.

Mr. B. ... to Road

This opportunity has arrived. We were about to construct a Rly Agreement for the 1915 season, as like the ordinary Class 4 agreement as possible (see 50664/4)

This dep. gives the Rly. Dept's view of the question viz that Railway employees should not be re-engaged by the C.A. at all, owing to the dissimilarity between the terms of the Local Railway agreement and those of the C.A. Railway agreement.

Mr. Parkwood's letter does not convince me that it is still not possible to make Railway Agreements practically identical with the ordinary C.A. agreements. In fact, now

that the ordinary Class 4 agreement (vacation and

Amend. 1915 cons. 1 March '15  
See remarks 506 cons 20 Sept '15

51220

Next subsequent Paper  
44999

and return leave  
The European Railway Staff, it is not  
practicable, as the Acting G.M. suggests  
to allow men to be re-engaged after  
their return to the Post, and the  
use of the agreement with C.A. (with  
the 20-30 months term) seems necessary.

The history of the Crown Agent's Rly  
Agreement is rather obscure but CA/528/12  
is illuminating. From this paper it  
seems the C.A. had re-engaged a man  
on the ordinary agreement (Class 4), and  
the C.A. strongly protested that  
Uganda Rly Leave Rules were derived  
from the ordinary rules and that  
in other respects the ordinary agreement  
required modification if it was to  
be applied to Rly men. The  
result was that C.A. constructed  
a new agreement on the lines  
of an existing agreement for  
2nd Engineers on Lake steamers as  
this was in conformity with the  
local Rly agreement. 528/12 is  
also useful as containing a copy  
of the local Rly agreement which  
Mr. Eastwood is so anxious to  
preserve.

This was true  
at the time

The introduction of the ordinary  
leave

and return ready

The European Railway Staff, it is not practicable, as the Acting G.M. suggests to allow men to be reengaged after their return to the Post, and the use of the agreement with CA (with the 20-30 months down) seems necessary.

The history of the Crown Agents' Rules Agreements is rather obscure but CA/528/12 is illuminating. From this paper it seems the CA had reengaged a man on the ordinary agreement (Class 3), and the G.M. strongly protested that Uganda Only Leave Rules were distinct from the ordinary rules and that in other respects the ordinary agreement required modification if it was to be applied to Rly men. The result was that CA constructed a new agreement on the lines of an existing agreement for ~~RA~~ 2nd Engineers on Lake steamers as this was in conformity with the local Rly agreement. 528/12 is also useful as containing a copy of the local Rly agreement which Mr. Cartwood is so anxious to procure.

This was true at the time

The introduction of the ordinary leave

urging that the local agreement should  
leave rule referred to above really  
removed the chief distinctive <sup>72</sup> features  
of the old local Rly agreement, though  
we did not <sup>comment on</sup> ~~comment on~~ it at the time. We  
will remember that it took some time  
to make ~~it~~ clear to the Rly authorities  
the meaning of "vacation" and "return"  
leave: at first they persisted in  
amalgamating the leave as "vacation-return  
leave", and Mr. Eastwood does not  
yet appear to realize the objections to  
granting return leave before a man  
has signed a reengagement agreement  
with C.A.

(a) The introduction of the ordinary leave rule  
was suggested from the Post. and  
was an important step in the direction of  
assimilating the Rly terms of service  
to those of other Depts. They want  
the ordinary leave rule. They must  
abandon the old agreement with its  
theory of "monthly service" & "indefinite  
term of service", hoped to be a permanent one  
etc.

(b) Another step in the direction of assimila-  
ting the Rly to other Depts was taking  
labels

The two are  
interconnected

when the principle of fixed increments was applied to 1<sup>st</sup> class Rly. officials. And we have asked the Govt. to consider the question of extending the principle to 2<sup>nd</sup> class Rly. officials also - This does away with another feature of the local Agreement.

(c) An important distinctive feature of the local agreement is its insistence on the fact that the G. Manager alone can grant quarters, increments etc. This is not important and might well be altered.

(d) The other differences mentioned by Mr. Eastwood appear to be trivial and in any case unjustifiable: they might well be removed in the interests of uniformity.

In 50664/14 we were considering the possibility of assimilating (a) the CA Railway Agreement (revised Nov. 1914) to (b) the railway A. agreement. We are now confronted with (c) the local Railway Agreement which Mr. Eastwood wishes to retain for all men locally engaged, using

all men locally engaged, using

He is engaged in the present as a railwayman but he returned to the care of men engaged here.

That there are men who can be considered under the local agreement.

... that the local agreement should be used in place of the Rly. agreement when a man is so engaged. It may be asked however that ... would allow ... to be used in the case of men engaged by C.A. in this country, even though there were men would be serving in different forms to those offered to local men.

It would seem to be a good opportunity for taking the bull by the horns and (1) putting all Rly. men on the same footing whether engaged locally or engaged by C.A.

(2) Making the Rly.'s terms of service as like as possible to those of the Dept. I would suggest that this is much more satisfactory than securing uniformity in the terms of service of Rly. officials by bringing them under an antiquated form of agreement (the local agreement) which would have to admit the terms which has about the same effect as the suggestion of the local Govt.

This would involve

- (1) Introducing in the Rules to advance 20 or 30 months from which is really applied to the leave rules
  - (2) Altering the qualification made in ~~terms of~~ the leave rules as applied to Rly men, viz that no leave is granted if an Officer is detained over 30 months.
  - (3) Free passage to England on termination of app't. (except after dismissal etc.) in the case of men engaged here; and free passage to place of enlistment in the case of men recruited from abroad.
  - (4) We should also have to insert the Provident Fund and Railway Institute clause
  - (5) If the Gov. objects to 'fixed' increments for second class men, 'fluid' increments can be provided by a small verbal alteration in the ordinary CA agreement.
  - (6) Provision in the ordinary sick leave provisions as if on sick leave, on 5066 etc.
- What is the point? suggest to the Govt that

This would involve

(1) Introducing in the Rly. the amount 20 or 25 months from which to really apportion the leave rules.

(2) Establishing the qualification made in respect of the leave rules as applied to Rly. men, viz. that no leave is granted if an officer is detained over 30 months.

(3) Free passage to England on termination of appt. (except application etc.) in the case of men engaged here: and free passage to place of enlistment in the case of men recruited from abroad.

(4) We should strike down the President Fund and Railway Institute clause.

(5) If the Govt. objects to 'fixed' increments for second class men, 'fluid' increments can be provided for by a small verbal alteration in the ordinary C.R. agreement.

(6) Provision for the ordinary sick leave privileges as you suggested on 5/6/05.   
What are you right? suggest to the Govt. that

that it would be better to bring the local agreement as far as possible into line with the ordinary C.A. Class II agreement pointing out that the introduction of the ordinary, laws rules <sup>peculiarities</sup> involves the C.A. agreement: & show what <sup>74</sup> changes ~~the~~ <sup>are</sup> involved in the present conditions of service on the Railway and ~~and~~ the few peculiarities that will still remain and ask for detailed reasons on ~~the~~ our proposals showing clearly the reasons for objecting to any of the provisions of the C.A. agreement

If the local form of agreement N.F.D. 16.2.15 <sup>agreed 11.12.14</sup> contained 52% it was made an agreement for temporary service on the C.A. form & it is not to speak of permanent non-purchaseable service

B In the main point raised by her - that the C.A. form of re-employment <sup>has</sup> <sup>is</sup> <sup>not</sup> <sup>entirely</sup> <sup>of</sup> <sup>right</sup> <sup>to</sup> <sup>allow</sup> <sup>to</sup> <sup>pass</sup> <sup>to</sup> <sup>England</sup>, the <sup>is</sup> <sup>the</sup> <sup>best</sup> <sup>reason</sup> for allowing the form of re-employment but hardly justifies abolition of re-employment in the country.

Personally have little objection to it if little went in, <sup>the</sup> <sup>are</sup> <sup>our</sup> <sup>proposals</sup> provided they can <sup>be</sup> <sup>used</sup> <sup>to</sup> <sup>cover</sup> <sup>the</sup> <sup>elastic</sup> <sup>ton</sup> <sup>of</sup> <sup>service</sup> & can <sup>be</sup> <sup>used</sup> <sup>in</sup> <sup>a</sup> <sup>more</sup> <sup>satisfactory</sup> <sup>in</sup> <sup>the</sup> <sup>matter</sup> <sup>of</sup> <sup>refusing</sup> <sup>to</sup> <sup>return</sup> <sup>leave</sup> <sup>pay</sup>. But they should be a little more



reference & I should write the to  
either have specimens of the forms they  
propose for

- (a) Regional engagement by C.A.
- (b) ~~Regional engagement by C.A.~~ locally
- (c) regional engagement locally

distinction between Class I & Class II of  
differentiation is necessary <sup>or</sup> it might be  
just as well A

also ask whether subordinate engaged locally for  
e.g. the P.W. Dept. sign an agreement that does  
not provide for passage to England at the end of  
the term & say that, if so, we presume that  
in the sign. the re-engagement by C.A. is not  
desired in so far as it normally is but  
unless just as much as in the case of a railway  
man.

And I should like to put in a word for  
the locally engaged man who breaks down & is  
sent for medical reasons (874 agreement in  
528/12) - he ought to be sent to England  
or whatever temperate country is his home

6.6.15

at once  
H. J. R.

There is an up to date  
local agreement in File 622

18/7/15

Oct 31. 15

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Rec<sup>d</sup>  
Rec<sup>d</sup> 5 FEB 15

GOVERNMENT HOUSE,

NAIROBI,

BRITISH EAST AFRICA.

January 11th 1915. 75

EAST AFRICA PROTECTORATE

No. 15

Sir,

From Ag. General  
Manager, Ug. Ry.  
17. 12. 14

I have the honour to transmit herewith for your consideration a copy of a letter from the Acting General Manager of the Uganda Railway on the subject of the renewal of agreements of the European Staff of the Department while on leave of absence in England.

2. The question was originally raised in connection with your despatch No. 464 of the 15th of May regarding the re-engagement of Mr. C. Bennett, Chief Engineer, Uganda Railway Lake Steamers, and it was then suggested that it might be desirable to state on the 2nd page of the leave certificate whether an officer was to be re-engaged, and if so, on what terms. In reply Mr. Taylor asked me to address you by telegram requesting that in future all officers of the Uganda Railway on leave if in possession

THE RIGHT HONOURABLE

LEWIS HARCOURT, P.C., M.P.,

SECRETARY OF STATE FOR THE COLONIES,

DOWNING STREET,

LONDON, S. W.

return tickets are... wedgic  
without entering into... as an  
... the conditions of... and be that  
of the permanent non-penal... could  
however discover nothing in the... before  
me which appeared to justify any alteration in what  
I understood to be the usual procedure... I therefore  
issued orders accordingly.

3. The aspect of the case has not however been  
materially altered by the <sup>arguments</sup> agreements adduced by  
Mr. Eastwood. The inconsistencies at present existing  
are clearly shown and I consider it undesirable that  
such differentiation should exist. I therefore  
recommend that his proposals should be approved.

I have the honour to be,

Sir,

Your humble, obedient servant,

*J. P. [Signature]*

Approved by  
GOVERNOR

INCLOSURE

77

In Dispatch No. 45 of 1914

850  
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Regd  
1914

C. 4/13/640.

December 17/14

Renewal of Agreement of European staff  
on leave in England.

SIR,

In connection with this subject, in your  
No. S.3032 dated July 6th 1914, you state -

"His Excellency does not consider it necessary  
to recommend any alteration of the existing  
practice in connection with Railway staff serv-  
ing on Agreements."

This expression of His Excellency's views,  
together with the reiterated request of the Colonial  
office that men on leave in England shall renew their  
agreements or sign agreements before their return to  
this country, irrespective of the fact that in many  
cases the men had not previously signed a similar  
agreement and that in consequence a new procedure was  
being instituted, is leading to a deterioration in the  
conditions under which part of our locally engaged  
staff are serving that was not intended should apply  
to them, and I have the honour to request you will  
ask His Excellency to be so good as to reconsider the  
policy I have herein quoted.

In looking through the papers in connection

THE HON'BLE  
THE CHIEF SECRETARY  
TO THE GOVERNMENT.  
HARPER.

with this ruling I cannot see that the case has ever been fully explained, or a sufficient reason given for us to obtain His Excellency's approval of our proposal that no action should be taken by the Crown Agents in re-engaging members of the Railway staff while on leave unless they are given special instructions in each or any individual case, and that if a member of the staff be given a return steamship passage when he is allowed to proceed on leave that it shall be accepted as a fact that the man is expected to and should return here to his employment.

The reasons for the proposal are as follows :-

Our locally engaged staff are employed under the rules and regulations embodied in and drawn up under the East Africa Protectorate Railway Ordinance of 1910, with supplementary rules regarding benefits that may be given to them under the Leave Rules, and Provident Fund Rules. They are monthly servants and our liability and responsibility does not extend to anything beyond our own observance of the same rules and commences and terminates in this country.

If one of these men goes on leave to England, and while on leave signs an agreement with the Crown Agents there are different conditions of service introduced, we accept the liability to return him to England if we dispense with his services, and put him upon a different footing to the other men he is working with, but who were on the same footing before he went on leave.

The rules governing the subordinate staff are supposed to be the same for all the staff employed, with the exception of the provisions of the Leave Rules

*Of the recent case of the Chief Guard - Ryan / Lord - Hughes*

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OFFICE LONDON

for Europeans, as differing from those for non-Europeans, an improvement of the Railway service that was granted at the commencement of the present financial year. At the time that the Provident Fund and the new leave rules were brought into force in January 1908 it was recognised that the conditions of service on the Railway staff and those of the Administration generally could not be brought into line. The hold of and control of the Railway staff and the necessity of the power of summary treatment was so fully accepted that higher rates of pay and the benefits of the Provident Fund were given (the latter has been improved after 8 years trial by a "continuous good service Gratuity",) but less favourable leave rules were put into force, and the combination so effected was willingly accepted by the men. These rules governed or were intended to govern all the staff of the Railway.

The "compulsory" English agreement now being enforced for all of the staff taking leave in England entirely alters the original conditions of service, and it is very difficult and unsatisfactory having part of the staff under one set of rules and the remainder under another set, and no limit or definite boundary as to what proportion or number of the staff will be affected.

A locally engaged man who goes on leave to England comes back with the benefits of an English Agreement. If, instead of going to England, he had gone to India, South Africa or Australia, he returns on the conditions of his original service.

The most marked differences are :-

An English Agreement provides for a definite

term of service, subject to three months notice or one month's salary in lieu of notice, and a passage to England at the termination of his service whatever that may be.

A local agreement provides for one months notice on an indefinite term of service (it is hoped to be a permanent one) and no passage or liability on our part with regard to a passage.

An English Agreement allows railway fares from the place of enlistment in England to the port of embarkation and a corresponding privilege on the completion of the Agreement..

A local agreement includes nothing beyond a pass on our own line to the place of engagement.

*to question of fixed amounts*  
An English Agreement provides for a salary ranging between a "minimum" and a "maximum" in a period of 30 months, and the person engaged has a certain moral if not a legal right to expect to receive the maximum salary by the time of the expiration of his term of service as laid down in his agreement.

A locally engaged man signs on at a certain salary with the knowledge that it may be increased, but no inducement is given that the highest salary he can be given in the grade in which he is employed be given to him within any certain period.

An English agreement provides that a man resigning or leaving the service on account of ill-health can claim a free passage to England within two months of the date of such termination.

A locally engaged man has no claim whatever upon the Government in this respect.

An English Agreement insists on three months' notice from the employe if he wishes to terminate his

engagement, the cost of the passage out being refunded.

A locally engaged man has to give only one month's notice, and his liability then ceases.

An English agreement requires the employee to give three months' notice after 33 months' service of his desire to remain or otherwise in the service of the railway.

A locally engaged man is considered as being permanent, in the absence of any marked depression in the Railway Traffic of the Country that might generally influence railway employment.

To summarize the differences it may be said that a man serving under an English agreement is working under the more favoured rules and conditions that are usually attached to temporary employment, whereas a man locally engaged is serving under rules that are, (if the condition of the Country remains normal) or are intended to be, suitable for a permanent service.

7  
meaning

The Railway service is not a pensionable one, and it is not considered desirable in railway working all over the world that such service should be pensionable, but it is done the less a permanent service, and the "long service gratuity" emphasized this fact. For comparison with the "gratuity" I would say if a man had 33 years of service at the end of three years and a re-engagement under a new agreement for three years service does not disqualify the employee concerned for the receipt of this benefit.

I have not the slightest wish to deprive the men of any advantage or privilege it may be their lot or hope to attain, we have tried so much in the past to improve their conditions that this fact must

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PUBLIC RECORD OFFICE, LONDON



is evident, but neither do I wish to alter the con-  
 ditions of service from what they were when the man  
 originally joined it, or to lead into being different  
 conditions in individual cases where all the men are  
 the same class of employees doing the same kind of work.

It must of course be recognised and accepted  
 that any man who was "originally" engaged in England  
 must be given the right of a return passage to England  
 at the termination of his service (provided he has not  
 forfeited it from any legal reason) and recognising  
 this right on their part I would recommend that "any"  
 employe going on leave to England sign a local agree-  
 ment that he will return to and serve the Railway under  
 the rules and regulations then in force, and that the  
 Crown Agents shall not take any action as to re-engag-  
 ing him unless they are specifically instructed to do so.  
 A note to the effect that the man is returning to  
 service of the Railway could be given on the last pay  
 certificate and so remove from the minds of the Crown  
 Agents any doubts as to our intentions regarding the  
 employe.

I feel sure that in his expediency will recon-  
 sider his ruling previously given and express his ap-  
 proval of these proposals as now expressed and any  
 objections that may now exist in the minds of the  
 Crown Agents of the Colonial Office as to our previous  
 procedure will disappear, and I am sure that the  
 expediency of approval will dispose of a small present  
 difficulty that promises in a few years to be a cause  
 of very great dissatisfaction and trouble.

I have the honour to be,  
 Sir,  
 Your obedient servant,

Edw. D. BASTWOOD

Actg General Manager,  
 UGANDA RAILWAY.

28 FEB 1915

Downing Street,

February, 1915.

*March*

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52/4  
16-7*

Sir,

*Leave the honours*

I am directed by Mr. Secretary

**DRAFT.**

**EAST AFRICA PROTECTORATE**  
Gov. Sir H. C. Belfield, K. C. M. G.

Harcourt to acknowledge the receipt of

**MINUTE.**

- Mr. Downie 19/2/15
- Mr. Bottomley 26.2.15
- Mr. Read 26
- Mr.
- Sir G. Fiddes.
- Sir H. Just.
- Sir J. Anderson.
- Lord Islington.
- Mr. Harcourt.

*Para 6 (1) (a) & (b) 4 (1) (a) & (b)*

your despatch No. 15 of the 11th of  
 January, with its enclosure, respecting  
 the re-engagement of members of the  
 Uganda Railway Staff.

2. As I understand the matter, it  
 is desired that the Crown Agents for the  
 Colonies should continue to engage rail-  
 way officials in this country on agree-  
 ments which provide for a return passage  
 home, but that they should not enter  
 into any railway agreement of re-engage-  
 ment, whether of first or second class

for consideration

officials

officials, or whether the official was originally engaged in this country or not, without special instructions from the Protectorate Government. I am unwilling to raise any objection to the recommendations of the Acting General Manager, which have your approval, in this regard, though I was not ~~prepared to admit~~ <sup>altogether satisfied</sup> that there is sufficient justification for the sharp distinction which is drawn between officials of the Railway and those of other Departments.

3. I have before me the form of local agreement which was apparently in force at the end of 1911 (U.R. form No. 271) <sup>but</sup> (which which may, of course, have been modified since that date. In view of the terms of this agreement, which contemplates a definite period

84  
period of employment and expressly provides for the contingency of the employment coming to an end at the expiration of that period, I do not clearly understand Mr. Eastwood's description of it as an agreement for permanent non-temporary service. It appears to me to be as much an agreement for temporary service as those entered into by the Crown Agents for the Colonies.

4. The only point of importance seems to be that a right to a passage to this country at the end of his service is created in the case of a person locally engaged who comes to this country on leave absence and is re-engaged by the Crown Agents during his leave. I shall be glad to be informed whether persons locally engaged for the Public Works Department (for example) enter into an agreement

*Responsible  
-has a letter  
-with  
2/1/12*

*see 528/12*

agreement which does not provide  
for passage to this country and,  
if so, whether the anomaly to which  
Mr. Eastwood refers does not arise  
equally in those cases.

5. In order to prevent possi-  
ble confusion it will be convenient if  
you will furnish me with specimens  
of the agreements which it is pro-  
posed to employ in the case of

- (a) Original engagement by Crown  
Agents,
- (b) Original engagement locally,
- (c) Reengagement locally,
- (d) Reengagement by the Crown Agents,

when desired, <sup>showing</sup> what dis-

crepancies, if any, are necessary

between Class I and Class II

agreements.

DRAFT.

6. The following points require special consideration.

(a) The application of the ordinary leave rules to railway subordinates appears to render it necessary to provide for a variable tour of service of 20 to 30 months.

(b) The Crown Agents' <sup>form of</sup> agreement for <sup>sets out</sup> the conditions on which <sup>return home salary is</sup> re-engagement affords a convenient ~~means of binding an official in regard to the payment of his salary during re-engagement for enforcing his obligations during leave.~~ ~~Some other means must be used, &~~ ~~be adopted, either locally, or by a special agreement being entered into with the Crown Agents during leave as in the case of permanent officials.~~

(c) It is ~~in~~ my opinion essential that whenever an official's engagement is ~~terminated~~ ~~for~~ reasons of health which preclude, temporarily or permanently, his continued residence in a tropical climate, he shall be provided with

a free passage to his home in  
a temperate climate irrespective  
of the place in which he was first  
engaged.

(d) I presume that your intention,  
in recommending the application of  
the ordinary Protectorate leave rules  
to the Railway Department, was that  
Railway subordinates should have the  
benefit of the provisions of those  
rules as to sick leave.

I have, &c.

7. I take this opportunity to enquire  
whether arrangements for Europe Railway  
(A house) service entered into in this  
country should be made on behalf of  
the Govt of Mysore or on behalf of  
the Govt of India, and with latter case  
whether they should be regarded as being  
for service on the Europe Railway, or for  
on the Mysore Railway, with liability to  
serve on the Mysore system.

(In course)

- See Memorandum  
506/44

Signed L. HARGREAVES.