

EAST AFR. PROT

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Previous Paper.

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Paris of Heads of Depts on the Uga Rly

States first class agrees not effected by
change of practice. ~~Send a paper re the above~~
Atlantic. i.e. proposal for second class appl.
Send copy of agreed form with alteration for off.

details

W. B. M. M. M.

Do herein for comon

C. O. 254.16.19

Subsequent Paper.

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RECORD OFFICE

C.O. 533

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PER 22 NOV 19

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

4. MILLEBANK,
WESTMINSTER,
LONDON, S.W. 1.

TELEGRAMS: CROWN LONDON
TELEPHONE: 7720 VICTORIA

20th November 1919

Sir, I have the honour to refer to your letter of the 29th October No. 58372/1919, transmitting papers respecting the powers exercised by Heads of Departments on the Uganda Railway.

2. First class engagements for the Uganda Railway are made on the standard form for the East Africa Protectorate, and the use of this form is not affected by the changes of practice indicated in the enclosures to your letter.

3. Second class appointments, however, are made on a standard form in which the term "Head of his Department" is defined as meaning the person acting as General Manager, and in this form certain powers are stated as being exercised by the "Head of his Department" which have now been delegated by the General Manager. We propose therefore, to add to clause I of the form of agreement the words, "but all of any of the powers reserved to him under this agreement may be delegated by him in accordance with regulations approved by the Government". A specimen of the form so amended is enclosed for reference and I have to enquire whether the Secretary of State approves of the proposed alteration.

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

For Secretary of State,
Colonial Office,
S.W.1.

W. P. Pater
for Crown Agents.

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7	8	9	10	11	12

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UGANDA RAILWAY.

Class 2.

393

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

The person engaged agrees to proceed to the East Africa Protectorate (hereinafter called
the Protectorate), 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 by him in accordance with
regulations approved by the Government.

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

The Government shall deduct each month from the salary of the person engaged the sum of
_____ which amount shall be paid in England by the Crown Agents for the Colonies to
_____ the _____ of the person engaged on
behalf of them a bill drawn upon them by the Government in favour of and endorsed by _____

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

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

As witness our hands the day and year above written.

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

Signed by _____
in presence of _____
Signature _____
Address _____
Occupation _____

SCHEDULE.

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 commencing from the date of disembarkation at Mombasa, but the engagement may be extended as provided for in Clause 16.

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

(3) The person engaged may, notwithstanding the completion of a tour of service, be detained in the Protectorate at the option of the Governor for such further period as may be necessary in the interests of the Government.

2.—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 authorized 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 interests of the Government.

It is a condition of this Agreement that a person engaged for service on any of the under-mentioned 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.

3.—(1) On first engagement full salary will be paid from the date of leaving England. Full salary will begin from the date of disembarkation at Mombasa.

(2) Increment of salary, if any, will be reckoned as from the date for which the person engaged has done work at the office in the Protectorate, but no increment will be granted unless the conduct and diligence of the person engaged during the year immediately preceding has 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 officers as he may designate for the purpose.

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

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

5.—When travelling on duty away from his station in the Protectorate the person engaged either shall be provided with transport or shall be paid travelling expenses according to the scale in force on the Uganda Railway.

6.—(1) "Passage" in this agreement means a second-class passage and includes conveyance by railway, steamer, or other transport between the port of disembarkation and the station of the person engaged in the Protectorate, and conveyance by railway second class on the Continent of Europe where necessary.

(2) The Government shall provide the person engaged with a free passage from England to the Protectorate, but shall provide him with a passage back to England only as hereinafter provided.

(3) The Government shall provide the person engaged with railway fare (third class) to the port of embarkation on first engagement.

7.—(1) The person engaged shall be eligible for leave of absence with the usual rules in force on the Uganda Railway which are applicable to Railway servants holding positions similar to that held by the person engaged.

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

(3) 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 the person engaged, both days inclusive.

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

8.—(1) If the person engaged shall be compelled by reason of ill-health not caused by his own misconduct to resign his appointment, or if, at any time, it shall be certified by a duly qualified medical officer employed by the Government that he is incapable, on physical grounds, of rendering further efficient service in the Protectorate, the Government shall pay him full salary up to but not including the date of departure from Mombasa of the first steamer by which, in the opinion of the Government, he could have embarked, and half salary during the time necessarily spent on the passage to England, and shall provide him with a free passage to England provided he embarks within two months of the date of such resignation or certificate, but he shall have no further claim on the Government. He may, however, at the option of the Government, be "invalided" home, in which case (a) he may be granted leave of absence on full salary (known as vacation sick leave) for the time necessarily spent on the voyage home and for two and a half days in respect of each completed month of continuous residential service, and shall be provided with a free passage to England, and (b) if the engagement is being extended, as provided for in Clause 16, he may, at the discretion of the Government, be granted further leave of absence on full salary (known as return sick leave) for two and a half days in respect of each completed month of continuous residential service, and for the time necessarily spent on the voyage out, and shall be provided with a free passage out. The person engaged hereby agrees that if he should fail to return to the Protectorate at the expiration of his return sick leave, he will repay on demand the amount which may have been paid to him in respect of such return leave.

(2) Notwithstanding Clause 1 of this Schedule, a tour shall be deemed to be completed in the event of the person engaged being invalided home and his engagement shall be determined (unless a certificate to the person engaged being passed as physically fit for further service by one of the Medical Advisers of the Colonial Office, it be extended as provided for in Clause 16) from the date of the expiration of such leave as he may be granted other than return sick leave or any extension thereof.

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

9.—If the person engaged shall at any time neglect or refuse or through 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 discharge any responsibility 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, at any time, and on such misconduct 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 Protectorate.

NOTES.—Wherever 2 days are mentioned in this clause, 3 days may, at the discretion of the Government, be substituted in respect of service at any station which is classed by the Government for purposes of reckoning leave as an "unhealthy station."

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 Protectorate 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 by 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 Protectorate. He shall not in either case be entitled to a return passage to England.

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

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 he shall forfeit his salary for the number of days he shall be absent from duty. If he shall absent himself from his work from any cause whatever without leave he shall forfeit his salary for the number of days he shall be absent from duty, and it shall be lawful for the Government to dismiss him forthwith as a misconduct.

13.—If the person engaged shall—

(1) Disregard or without sufficient reason fail to comply with any order, standing order, or departmental instruction;

or (2) Incapacitate himself for the performance of any of his duties by indulgence in any stimulant;

or (3) In any manner misconduct himself;

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

14.—The person engaged shall, if so required by the Government, furnish such security, and in such form as the Government may decide, for the faithful execution 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 be exempt, as Inspector or as the President, and for non-pensionable services of State Railways in the Protectorate.

16.—At some time, not more than three months, and not less than one month before the commencement of a tour of thirty months' service, the Head of his Department shall, in an earlier notice than the expiration of thirty months, or the commencement of the tour, if the person engaged has received the notice fixing such date, or if he has received such notice, and if he has received such notice, whether he claims or avails himself of such return passage, and if he has received such notice, whether it will either be a return passage to England, or a return passage to the Protectorate, and if for such period as may be necessary.

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

18.—When the person engaged is not in the Protectorate, the Crown Agents for the Colonies, who are 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.

Case 60793-10

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MINUTE.

Presented
at meeting 25/11/10

Chairman
Secretary
Treasurer
Members

Amendment

For

Amend the constitution except to
you with M of B12 after
20 of Nov. etc. inf. you
that the substance of the
proposed amendments
in the form of agreement
appears copied to
for 1 second class
apply in the minutes
Particulars

(Signed) H I READ

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