

the engineer or other officer in charge may, in his discretion, after giving the co-operative contractors six clear days' notice, terminate the contract.

(f) When the nature of the material encountered varies, the rate at which the new material is to be shifted shall be fixed at the earliest date possible, and the amended price shall cover all such material shifted, whether before the fixing of the new price or subsequently.

(g) Where the class of material in a cutting or borrow pit varies, the engineer or overseer shall each week take a note of the quantity of each class of material by actual measurements, and due notice shall be taken at the monthly measure-up of the quantities of materials obtained by the weekly measurements.

(h) Earthwork co-operative contracts for cuttings or embankments entailing long leads shall have the prices arranged on a graduated scale, according to the length of the lead, in order to safeguard against the contract being abandoned as the lead lengthens.

(i) All slips and washouts which cannot be accurately measured or valued shall be removed on day wages. In the event of a dispute arising between the engineer and the party, the question of whether contract rates or day wages shall apply is to be agreed upon by the engineer and the union representative.

(j) The retention on a co-operative contract shall not exceed $2\frac{1}{2}$ per cent. of the value of the work done, unless (a) a greater retention is considered necessary to cover work not specifically provided for in the contract documents, or (b) where special methods require to be adopted owing to the nature of the work, or (c) where a larger retention is considered necessary to protect a new party or the Department in the event of a contract being abandoned; but in no case shall the retention exceed 5 per cent.

(k) The total amount of retention shall be stated on all vouchers for progress payments.

(l) Co-operative contract parties shall be allowed to select their work mates, and shall also be allowed to appoint their headman subject to confirmation by the engineer.

(m) The engineer shall have power to discharge a member of a co-operative contract party for incompetency or for neglect of duty or other misconduct (including breach of instructions) or for any legitimate reason, and the other members of a co-operative contract party may, with the sanction of the engineer, vote out a member of the party for incompetency or any legitimate reason.

(n) In the event of a member of a party withdrawing or being voted out, the engineer and the remaining members of the party shall agree as to a reasonable portion of any retention moneys to be paid to such member, and until such agreement is reached no retention payment will be made to him.

(o) A workman borrowed by the Department from a co-operative party for work outside the scope of his contract shall be paid a rate equal to the average earnings of his party for that monthly pay period.

(14) PAYMENTS.

(a) *Payment of Earnings, Co-operative Contractors.*—Work shall be measured up at monthly periods, and the interval between the date of measure-up and actual monthly pay-day shall not exceed eight working days unless under exceptional circumstances. About two weeks after each monthly pay workmen shall receive an advance payment of approximately 75 per cent. of their assessed earnings for the first fortnight after the last monthly measure-up. As far as is practicable, headmen are to be notified of the measure-up day.

(b) *Day-wages men* shall be paid in full twice during each monthly period, and the first pay shall be made approximately two weeks after the commencement of the monthly period.

(c) *Accident Compensation.*—Injured workmen receiving medical attention shall be paid compensation under the Workers' Compensation Act fortnightly, provided satisfactory medical certificates and addresses of injured workmen are supplied to the engineer.

(15) STATUTORY HOLIDAYS AND ANNUAL LEAVE.

(a) Workmen with not less than two months of continuous service shall be entitled to the following seven statutory holidays on pay: New Year's Day, Good Friday, Easter Monday, birthday of the reigning Sovereign, Labour Day, Christmas Day, and Boxing Day.

(b) Workmen with at least twelve months of continuous service shall be entitled to two weeks of leave per annum in addition to the seven statutory holidays, and shall be paid for five days of the annual leave if their continuous service is under two years, and for ten of the working days of the annual leave if they have two years of continuous service or over to their credit.

(c) Unless there are special circumstances, all annual leave shall be taken at Christmas, and men who completed one year of continuous service earlier in the year shall receive an extra day of the annual leave on pay for each complete period of ten weeks worked between the date of completing one year of continuous service and 31st December, if still in the employ of the Department.

(d) With this exception, annual leave may not be accumulated, and if not taken annually will be forfeited.

(e) Continuous absence from work without leave of the overseer or engineer in charge for six working days shall constitute a break in service; but if a workman who ceases work for the purpose of seeking employment with the Department in his own or another Public Works district obtains a clearance certificate from the engineer, and presents that certificate