

1936.

NEW ZEALAND.

PUBLIC WORKS PROGRAMME.

STATEMENT BY THE MINISTER OF PUBLIC WORKS (HON. R. SEMPLE).

Laid on the Table of both Houses of the General Assembly by Leave.

MR. SPEAKER,—

A more vigorous public-works programme is one of the main planks of the Government's policy. My investigations have indicated that in the past there has been no particularly well-defined public-works policy. It is only fair to the Department that its officers should know the Government's mind, and further it is only right that a policy involving the country in millions of pounds of expenditure should be along sound, well-defined, and definite lines. My effort has been to lay down such a policy. Since I assumed office as Minister of Public Works I have given much consideration to those works which, while being capable of absorbing large numbers of men, will give the greatest and readiest return to the State, and I have endeavoured by personal inspections to familiarize myself with proposed works of this nature.

CONDITIONS ON PUBLIC WORKS.

On assuming office I found conditions in the Public Works Department to be not altogether satisfactory, although I do not blame the departmental officers for this. As a result of the relief-work system adopted by the late Government during the last few years the men employed by the Department had not been given any inducement to work properly. Stoppages of work were occurring in many places, and discontent existed on a great number of works. I found the Department to be practically depleted of effective and up-to-date plant. The institution of the relief-work system had brought about a method of doing work by means of inadequate plant, and the importance of a job seemed to be considered chiefly by its possibility of absorbing manual labour. In fact, since the stoppage of the railway-works some years ago the Department had been steadily disposing of its plant and machinery. The result to-day is that, before an energetic programme of public works can be initiated, many thousands of pounds will have to be spent in the purchase of new and up-to-date machinery. We are at present making a careful selection of the most modern and up-to-date machinery for construction work of all kinds so that the work will be done as speedily and efficiently as possible. I am determined to scrap such inadequate appliances as the wheel-barrow, hand-cart, &c. In other words, we are going to modernize the public works of this country. Certain tractors, locomotives, compressors, and graders of the latest type are already on order, and others will follow.

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The position existing when I took over could not be tolerated, and I immediately took steps, which have already resulted in some improvement from the point of view of both the administration and the workmen. Some of these steps, as already announced, were:—

Installation of new methods of doing work on aerodromes, and in some cases lifting contract rates. (Gangs previously earning 10s. and 11s. per day on piece-work rates are now in some cases earning nearly twice that amount);

Stopping payment of 4s. 6d. per week rent for tents for married couples; Increasing the pay for Maoris from about 7s. 6d. per day to the same rate as that for Europeans;

Giving relief workers on public works seven days' holiday at Christmas-time on full pay—amounting to £25,000;

Giving workers pay for Labour Day, which had been denied them—amounting to £2,000 or £3,000.

The effect of these concessions is apparent in a better feeling on the works. A more reasonable return for their efforts is already being received by the men, and I am satisfied that a greater output of work has been the result.

PLANNED PROGRAMME NECESSARY.

It became apparent to me at an early date that for the efficient functioning of a Department of this nature a planned programme of work over a period of years was essential. Only by such a means could maximum efficiency in administration and operation be achieved. I therefore instructed my Engineers to make a careful selection of all possible works, taking them in their order of urgency and importance, over, firstly, a three-year period, and, secondly, over a longer period. The programme already decided upon, comprising a three-years' scheme, will involve expenditure of approximately £17,500,000, and includes roading, bridging, irrigation, aerodrome-construction, completion of certain railways, river-protection works, drainage schemes, sand-dune reclamation, elimination of dangerous railway-crossings, electric-power works, and erection of public buildings. A feature of this programme will be extensive activity in roading and bridging in the backblock areas, and it will be my endeavour to provide more reasonable access to all back-country settlers. In fact, the provision which I propose for this year's operations in this direction will be double the provision of any previous year.

MAIN HIGHWAYS CONTROL.

My visits of inspection to various parts of the country have convinced me of the necessity for the control of the main arterial roading system being under the one administration, and I propose shortly to introduce a Bill which will give effect to this. As a first step, some four thousand miles of main highways, comprising the main traffic routes only, will be placed under the sole control of the Main Highways Board and administered as State highways. By this means it will be possible to bring about uniformity of construction, maintenance, and control. The Main Highways Board is at present preparing a planned programme of work covering a three-year period, and it is proposed to give the Board a certain definite income, based on a greater contribution from petrol-tax revenue. At present only about 4d. of the 10d. petrol-tax is expended on the roads. No increase in the present tax is proposed. By means of this Bill the dictation of the Main Highways Board's policy will become the function of the Government through the Minister in charge of the Board.

MEN EMPLOYED.

When I assumed office approximately twelve thousand men were employed, the majority of them being relief workers. The complement to-day is sixteen thousand men, and when the full programme is in active operation I anticipate considerably

increasing the number, even with the introduction of much more plant than is now in use. The existing practice of men for public works being sent direct to the Public Works Department by unemployment bureaux in the different centres, and without any regard whatever to their fitness for their work or their capabilities, will cease; in fact, a reclassification on the existing jobs must be done. The qualification for employment under the Public Works Department will be the ability of the man to do the job, and unless an applicant can measure up in this regard he will not be employed. Service will be demanded, and there will be no room for the man who cannot do the job and who would be a burden on his mates. The Public Works Department is not the place for the man who, by reason of his physique, is more capable of the lighter types of employment, and it will be our job to see that men are sorted out according to their ability to do the work for which they are best fitted.

WORKERS' AGREEMENT.

I have concluded an agreement with the New Zealand Workers' Union which will cover all employees of the Department. Under the new agreement a five-day week of forty hours is introduced on the public works of New Zealand, and it will consist of eight hours, to be worked on each day from Monday to Friday, inclusive. Workmen will have Saturday free unless they elect to work on Saturday morning to make up time which has been lost earlier in the week owing to wet weather.

ALL WORKS TO BE STANDARD WORKS.

Practically all of the works which have been carried out by the Department for several years have been classified as relief works, and the basic rates of pay have been 12s. per day for married and 9s. for single men. Under the new agreement all works will in future be classed as standard works, and the basic rate of pay for labourers will be 16s. per day, and single men will receive the same rate of pay as married men. Similar increases are being granted to other classes of employees covered by the agreement. No distinction will be made between Natives and Europeans.

CO-OPERATIVE CONTRACT SYSTEM TO BE ADOPTED.

The present system of co-operative contracts is to be adopted as a principle. I am a believer in the co-operative contract system, which has been in operation on public works for over forty years. It encourages men to give of their best, as they are paid by results and know that they will be paid what they earn. The prices allowed for the different classes of material and work will be sufficient to enable men of average ability, working industriously, to earn the daily rates of wages provided for in the agreement, and although the average earnings may not exceed standard wages it is expected that good men will earn more than wages. Workmen will be allowed to select their workmates. They will also be allowed to appoint their headman, subject to confirmation by the Engineer. This provision is necessary to ensure that the best men available are placed in charge of parties.

TWO PAYS PER MONTH.

Two pays will be made each month instead of the old system of monthly pays, which was unsatisfactory, especially for married men who accepted country work and had to leave their families at home.

HOLIDAY PRIVILEGES.

In the past workmen on what are known as full-time relief of unemployment works have not been paid for statutory holidays or for any annual leave. As mentioned earlier, all works will in future be classed as standard works and all

employees with over two months' service will be paid for seven statutory holidays as they occur each year. In addition, men with one year's service will be paid for five days' annual leave (one week's pay) and those with two years' service or over will be paid for ten days' annual leave (two weeks' pay).

ACCIDENTS ON WORKS.

Seriously injured workmen will be conveyed to the nearest doctor and hospital at the Department's expense. This has not always been done in the past and has caused hardship in many instances. A vehicle suitable for use as an ambulance is to be kept on large works, together with all necessary equipment therefor, including stretchers, bedding, blankets, &c. Well-stocked first-aid outfits will also be kept in suitable positions on works.

ACCOMMODATION ON WORKS.

For some years past two men have had to share a tent, but in future each man will be provided with a tent to himself, except where cookhouses are provided on works. No accommodation for married men with their families has been provided for several years, but under the new agreement specially designed tent accommodation consisting of three rooms with a stove will be provided on works which will take more than twelve months to complete. A combined bathroom and washhouse, with tubs, copper, and galvanized-iron bath will be erected for each group of four married men's quarters. It is my intention that the tent or other accommodation provided on works shall be as comfortable as conditions or circumstances permit.

RECREATION FACILITIES.

Recreation-halls, including a room for use as a library, will be erected on large works when considered desirable. I am strongly of opinion that it is desirable that men who are in camps on construction works and therefore away from public or reference libraries should have an opportunity for study in their leisure-hours, and it is my intention that libraries on construction works, in addition to containing lighter reading, should contain standard works dealing with the different trades, works, or structures on which the men are engaged, in order that their interest in the work itself and knowledge of principles involved may be stimulated; and that they may have also facilities for study of world affairs, including social and economic problems. It is my intention that committees of the men be appointed to supervise the libraries, and I shall be willing to assist with the purchase of suitable standard works.

PREFERENCE TO UNIONISTS.

Unconditional preference to unionists is provided for in the agreement, and all workmen employed on construction works of the Department must join the New Zealand Workers Union, with whom this agreement has been made. The only exception will be in the case of artisans, who will not be required to join the New Zealand Workers' Union until they have been employed for two months if they already belong to a trade-union.

COMPLAINTS.

Since accepting the portfolio of Public Works I have received numerous complaints and requests from individual workmen and committees of workmen. The new agreement makes special provision for the procedure to be adopted in making requests or settling disputes. The New Zealand Workers' Union is to appoint a representative on every work, and all complaints or requests by workmen are to be made through him to the Engineer or other officer in charge of the work. If the local Engineer and the union representative are unable to

arrive at a settlement, each of them is to forward a separate statement to the District Engineer. If the Engineer is unable to effect a settlement, the dispute is to be referred to the head offices of the Public Works Department and of the New Zealand Workers' Union. Men are not to stop work while a dispute is under consideration either locally, or by the head offices of the Department and the union, or by the Minister of Public Works. This will explain my stipulation that all workmen on construction works must belong to this one union.

APPLICATION OF AGREEMENT.

The agreement applies to workmen on construction works, but does not apply to those regularly employed on maintenance of existing works or services, such as surfacemen on roads or highways, workmen engaged in operation or maintenance of hydro-electric or irrigation schemes, tradesmen or others employed on maintenance, &c., of buildings. Neither does it apply to workmen directly under the control of the Public Service Commissioner.

TERM OF AGREEMENT.

The agreement will operate as from the 1st June, 1936, and will remain in force for three years. The Minister, however, is entitled to alter the rates of pay at any time if the Government should find it necessary.

Further, the Minister has the right, in the event of any of its terms being violated, to cancel a part or the whole of the agreement, either in respect of a particular locality or of the whole of the Dominion.

I have entered into this agreement on the understanding that the union will serve a dual purpose: It will be helpful to the workmen and to the Department, and the union officials will co-operate with myself and the Department to the fullest possible extent. I am satisfied that the executive of the union will act accordingly, and now that workmen will have a decent wage and good working-conditions I am confident that the Public Works Department will again become the competent and efficient constructional organization it was before practically all of its undertakings were converted into relief of unemployment works with small rates of pay and other unsatisfactory conditions.

As I have stated on previous occasions, in future there will be no room for the slacker or unsatisfactory workman on public works. Workmen should be able to earn a decent wage and will have good conditions and will be expected to give of their best, the object being to have a well-trained and efficient body of men who will be a credit to themselves and to the State.

In conclusion, I admit that the proposals outlined are comprehensive, but our task and our effort are to build New Zealand. Finance will be available for the creation of these assets. We have the men, we have the engineering and administrative ability available, and with courage to go ahead I am convinced that, by means of this development, New Zealand will advance.

I ask for leave, Mr. Speaker, to table this report and a copy of the agreement.

PUBLIC WORKS WORKERS' AGREEMENT, 1936: TERMS AND CONDITIONS OF EMPLOYMENT.

The following terms and conditions of employment of workmen employed by the Public Works Department on construction works have been agreed upon this 8th day of May, 1936, between the Minister of Public Works and the New Zealand Workers' Union.

(1) RATES OF PAY.

(a)							
		Per Hour.				Per Hour.	
		s.	d.			s.	d.
Axeman	..	2	3	Ganger—Navy	..	2	1½
Blacksmith's striker ..	..	2	1½	Ganger—Platclayer, tunnel	..	2	4½
Cleaner—Loco. (according to age)	1 1½ to	2	0	Ganger—Platclayer	..	2	3
Compressor—Attendant ..	..	2	3	Ganger—Quarry	..	2	3
Compressor—Head Attendant ..	..	2	4½	Ganger—Road	..	2	1½ to
Concrete worker—Tunnel ..	..	2	4½	Ganger—Scoop	..	2	3
Concrete worker—Ordinary ..	..	2	1½	Headman—Tunnel	..	2	10
		Per Week.		Labourer	..	2	0
		£	s. d.	Labourer—Skilled	..	2	1½
Driver—Horse (one) ..	..	4	2 0	Lifter—Railway-line	..	2	1
Driver—Horse (two) ..	..	4	6 0	Machineman—Quarry	..	2	3
(Each additional horse 3s. per week extra.)				Machineman—Tunnel	..	2	4½
Driver—Motor-lorry, up to 30 cwt., or tractor ..	..	4	9 0	Platclayer	..	2	1½
Driver—Motor-lorry, over 30 cwt. ..	..	4	16 0	Power-house attendant	..	2	3
Driver—Motor-roller ..	..	4	8 0	Quarryman	..	2	1½
Driver—Grader (mechanical) ..	..	5	0 0	Quarryman—Leading	..	2	2½
Driver—Steam road-roller ..	..	5	0 0	Rigger	..	2	4½
(Plus 1s. 6d. per day for getting up steam.)				Shift boss—Tunnel	..	2	7
Driver and operator—Light two-horse grader ..	..	4	13 0	Shot-frirer	..	2	1½
		Per Hour.		Shunter—Loco.	..	2	1½
		s.	d.	Tar-boiler attendant	..	2	1½
Driver—Crusher ..	..	2	3	(Including ten minutes at night for changing.)			
Driver—Electric winch or crane	..	2	3	Tar-sprayer ..	..	2	3
Driver—Loco., under 12 tons (steam) ..	..	2	5	(Including ten minutes at night for changing.)			
Driver—Loco., under 12 tons (electric or petrol) ..	..	2	4	Tool-sharpener ..	..	2	3½
Driver—Steam-crane ..	..	2	5	Tradesmen (blacksmith, boiler-maker, bricklayer, bridge carpenter, carpenter and joiner, electrician, fitter (including mechanic), painter, plasterer, plumber, &c.) ..	..	2	6 and
Driver—Steam-winch ..	..	2	4½				
Driver—Navy or dragline ..	..	2	6				
Fencer ..	..	2	1½	Trucker—Tunnel	..	2	7½
Fireman—Loco. ..	..	2	1½	Tunneller ..	..	2	4½
Fireman—Shovel ..	..	2	1½	Welder—Acetone or electric	..	2	6 and
Ganger—Concrete ..	..	2	3	(Plus allowance of 1s. 6d. per day.)	2	7½	
Ganger—Line-lifter ..	..	2	3				

(b) On works where camp accommodation is not provided workmen shall be paid an allowance of one penny (1d.) per hour for time actually worked. They shall make their own arrangements for travelling to and from their work, and shall not be entitled to payment for travelling-time.

(2) WORKING-WEEK AND HOURS OF WORK.

(a) The working time in any one week, unless absolutely unavoidable owing to emergency, shall not exceed forty hours; and shall consist of not more than eight hours per day, to be worked between 7.30 a.m. and 5 p.m. on each day of the week from Monday to Friday, inclusive: Provided, however, that in the case of shift-work, shifts may be worked at any time:

(b) Provided, further, that when men on a work lose time owing to wet weather they may, if a majority of a co-operative contract party or of those employed on day-wages so elect, be allowed to make up so much of such lost time as may be possible by working an extra half hour on each or any of the five working days from Monday to Friday inclusive, and, if necessary, also four hours in the morning of the Saturday. A majority vote shall be binding on all members of a co-operative party or all of the day-wages men, as the case may be. Workmen may be allowed to make up time only during the week in which it was lost.

(3) WET PLACES.

In all "wet places" six hours shall be considered a working day on Monday to Friday inclusive, and three hours on Saturday, and shall be paid for at time and one-third rates. The question of "wet places" is to be agreed upon by the check inspector and engineer, and the following interpretations are given for their guidance:—

- (i) *Underground work*: Where men working underground require to wear oilskins to keep dry, it shall be deemed a "wet place."
- (ii) *Above ground*: Where men get wet at their work from other causes than rain it shall be deemed a "wet place."
- (iii) *Above ground*: Where men are required by the engineer to work in rain, and they get wet, it shall be deemed a "wet place."

(4) OVERTIME.

(a) No overtime whatever is to be permitted by engineers if avoidable. When overtime is unavoidable, it shall, except in "wet places," be computed after eight hours have been worked on any day (Saturday, Sunday, and statutory holidays excepted), and shall be paid for at rate and a half.

(b) "Wet place" overtime shall be computed and paid for after six hours have been worked on any day (Saturday, Sunday, and statutory holidays excepted), at rate and a half on the ordinary wages for "wet place" work.

(c) Except on "shift work," an employee called upon by the engineer to work before or after the usual time of commencing or finishing work shall be paid overtime rate for such time worked by him outside ordinary working hours, whether he completes a full day's work or not.

(d) Double rates will be paid for all time worked on Saturday (except where men are making up time lost through wet weather), Sunday, and statutory holidays, but in such cases if equivalent time off is desired by a workman it shall be without pay.

(e) Horse or motor-lorry drivers or other weekly workers (except cooks, &c.) shall be paid overtime at rate and one-half for all time worked on the work in excess of forty hours per week.

(f) When the engineer requires co-operative parties to work overtime on their own contracts on any working day, they shall be paid 50 per cent. extra for such overtime, based on their average hourly earnings for that monthly pay-period; and if they are required by the engineer to work on a Saturday, Sunday, or statutory holiday they shall receive double pay, also based on their average earnings for that monthly pay-period.

(g) For the purposes of this part of the agreement statutory holidays shall be those mentioned under "Statutory holidays and annual leave."

(5) TRAVELLING-TIME.

Workmen for whom Camp Accommodation is provided.

(a) When day-wages men or co-operative contractors are compelled to live more than one mile from their work, and have to walk to and from work, travelling-time, computed on the basis of twenty minutes to the mile, shall be allowed for all distance travelled in excess of the first mile in proceeding to and returning from work—*e.g.*, if a man lives a mile and a quarter from his work he is entitled to payment for half a mile, or ten minutes, but time occupied in travelling to and from work shall not count for overtime, or as part of the day's work.

(b) Where men who are camped on a work are conveyed by the Department to and from work by train or motor or otherwise, or where, at their own option, they live more than a mile from their work, no payment shall be made for travelling-time. Except where a regular train service is being run by the Department the engineer shall, after consultation with the union representative, fix the time of starting and return, and also the time allowed for the trip; and when men are conveyed to and from work by the Department reasonable protection from the weather shall be provided.

(c) When it has been decided to inaugurate a regular train or motor service for the purpose of conveying men to and from work the engineer shall prepare a time-table, supply the union representative with a copy, and also post a copy in a conspicuous place on the works.

(d) Fettlers travelling by hand velocipede over four miles to their work may commence work fifteen minutes later than the ordinary time and leave off work fifteen minutes earlier than the ordinary finishing time, and for each complete additional mile beyond four miles five minutes extra will be allowed in each direction. For example, fifteen minutes each way would be allowed if the distance travelled was over four miles and not more than five miles; twenty minutes each way if the distance was over five miles and not more than six miles; and twenty-five minutes each way if the distance was over six miles and not more than seven miles.

(e) Where, however, they are supplied with motor velocipedes they will be allowed to start work ten minutes later than the ordinary time and leave off work ten minutes earlier than the ordinary finishing time when they travel more than four miles to their work, and for each complete additional mile beyond four miles three minutes extra will be allowed in each direction.

(6) SHIFT WORK.

(a) Eight hours, inclusive of half an hour for crib, shall constitute a day's work in tunnels, whether one, two, or three shifts are being worked; and on outside work eight hours, inclusive of half an hour for crib, shall constitute a day's work where two or three shifts are being worked.

(b) On outside work an allowance of 1s. per day is to be paid to men when working on the night shift—i.e., shift commencing at or after midnight.

(7) CAMP-SHIFTING TIME.

All time occupied in shifting camp shall be paid for at current rates. Such shifting time may include time occupied in dismantling old camp and travelling to new camp, as well as erection of the new camp. If dismantling and re-erecting are done by the Department, payment will be made for time occupied in actual travelling. If men erect or dismantle, or both, they shall be paid for such time as well as the time occupied in travelling. All camp-shifting time shall be reasonable and be agreed upon by the engineer and the union representative beforehand. No man shall be required to shift camp on a wet day.

(8) LOCALITY ALLOWANCE.

If a work is situated in a very isolated locality or in a district with an exceptionally heavy annual rainfall, the workmen employed thereon may, subject to prior approval by the Minister, be granted a locality allowance either by way of a percentage increase in the co-operative contract prices or as a daily allowance.

(9) PROVISION OF TOOLS.

(a) The Department will supply workmen with tools (other than those usually provided by tradesmen) required for the carrying-out of work, and they will be issued on loan. All such tools shall be returned to the stores officer when they are not further required, and in all cases before workmen leave the works. The value of tools not returned or accounted for will be deducted from the earnings of workmen.

(b) Departmental tools worn out or broken whilst being used by workmen shall be replaced by the Department free of charge if, in the opinion of the engineer and the union representative, such replacement is reasonable.

(10) CEMENT HANDLING.

All workers, except concrete workers and others already in receipt of extra pay for handling cement, shall be paid an allowance of 1s. for every day on which they are required to handle cement for one hour or over.

(11) GUM BOOTS.

The Department will supply gum boots where required, but if an employee wears his own gum boots by arrangement with the engineer he shall be entitled to an allowance of 1s. per day.

(12) SLIPS AND WASHAWAYS.

In cases of emergency, where men are required to work long hours under adverse conditions, reasonable refreshments, such as tea or coffee and food, shall be provided at the expense of the Government, and men who are called out at night in cases of emergency shall be entitled to a minimum payment of two hours at overtime rates.

(13) CO-OPERATIVE CONTRACTS.

(a) The present co-operative contract system is to continue.

(b) The resident engineer or other responsible Government officer letting a co-operative contract shall prepare a specification, a plan where such is necessary to interpret the work or if asked to by the party, and also a schedule showing accurately the quantities of work contained in such contract, and shall fix prices for such quantities of work as will permit a workman of average ability to earn a daily wage equal to the Public Works current rate of pay.

(c) The contract documents, including specification and schedule of quantities and prices, are to be signed before a co-operative contract party commences work; and if the plan, where being supplied, is not ready when a contract is being signed it shall be supplied as soon as possible, but not later than seven days after the date of signing of the contract or the date on which it is asked for by the party.

(d) The engineer shall supply co-operative contractors regularly with correct centres and levels for the work in such a way as may be readily understood by them. He shall also see that they are supplied with proper boning-rods or other suitable apparatus to enable them to keep their work to correct levels off the pegs put in for this purpose.

(e) After a co-operative contract is signed the quantities shall not be altered or varied unless the scope of the work is definitely reduced or increased; but if the scheduled prices in the contract are found to be too high or too low the engineer or other officer in charge of the work may, after giving the co-operative contractors six clear days' notice in writing, reduce or increase such prices and fix them at such a rate as will permit a workman of average ability to earn a daily wage equal to the Public Works current rate of pay; or

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

to the engineer on the new work and starts work within twenty-one days of issue of the clearance certificate, his service shall be regarded as continuous for holiday and annual leave purposes.

(f) When a statutory holiday falls on any day, Monday to Friday inclusive, eight hours shall be paid for; but if it falls on a Saturday payment shall be made for four hours.

(g) (For further information regarding holidays and annual leave please see pamphlet issued by Department.)

(16) LEAVING CERTIFICATE.

A workman leaving the works from any cause, including dismissal, is entitled, on application, to a leaving certificate from the engineer, stating the reason for his leaving. This certificate must be presented on application for re-employment if a workman wishes his leave privileges preserved.

(17) DANGEROUS PLACES.

(a) When the check inspector reports to the engineer or overseer that any place is dangerous to work in, the engineer or overseer shall immediately examine such place, along with the check inspector, and do what is necessary to render it safe.

(b) In drives where two parties are working to meet each other, and explosives are being used, one party shall withdraw when the headings are within half a chain of meeting.

(18) ACCIDENTS.

(a) Every workman who is injured by accident arising out of and in the course of his employment shall forthwith report to the person in charge of the first-aid outfit for attention, and shall also report the said accident as an accident and supply full particulars thereof as soon as practicable after the happening thereof to the overseer if present, or, in his absence, to the headman or other person in charge at the time, and in every case before leaving the works for the day. The foregoing applies to every injury no matter how trivial it may appear. Unless these requirements are observed the Department will not accept liability for compensation under the Workers' Compensation Act, 1922.

(b) When any workman is injured in circumstances that entitle him to receive from the Department compensation under the Workers' Compensation Act, 1922, and in the opinion of the officer in charge of the work his injuries are so serious as to render medical or hospital treatment urgently necessary and are of such a nature that he is unable himself to make arrangements for his transport to the nearest doctor and hospital or to summon a doctor if necessary, the Department will pay all reasonable actual expenses incurred in such transport or in such doctor reaching the works, provided the arrangements are made by or with the approval of the officer of the Department in charge at the time.

(c) On all large works the Department shall provide a vehicle suitable for use as an ambulance in the event of a workman being injured seriously with suitable equipment therefor, including removable hood, stretchers, bedding, and blankets.

(d) Well-stocked first-aid outfits shall be kept in convenient places on all works.

(e) When a fatal or serious non-fatal accident occurs on any excavation work or in a quarry, work shall be suspended at the place where the accident happened until an inspection has been made by the engineer and the union representative, either together or singly, provided that nothing in this clause shall affect any work necessary for the immediate protection either of workmen or of the work itself.

(19) SHOT-FIRING.

When a co-operative contract party does not include a licensed man the engineer and the check inspector (or the union representative if there is no check inspector on the works) shall confer and decide which member of the party may do shot-firing until such time as arrangements can be made for workmen to be examined in the use of explosives and permits issued.

(20) HORSE HIRE.

(a) The rates for horse hire shall be as follows:—

6s. 6d.	per day when oaten chaff is at £5 per ton.	
7s. 0d.	"	£6 "
7s. 6d.	"	£7 "
8s. 0d.	"	£8 "
8s. 6d.	"	£9 "
9s. 0d.	"	£10 "
9s. 6d.	"	£11 "
10s. 0d.	"	£12 "
10s. 6d.	"	£13 "
11s. 0d.	"	£14 "
11s. 6d.	"	£15 "
12s. 0d.	"	£16 "

(b) Tip-horses employed on taking trucks away from and spotting trucks to steam shovels may be paid for at scale rates, but this applies to good horses only.

(c) The price of chaff shall be determined by the least cost at which it can be delivered on the work in lots of not less than 1 ton.

(d) Whether any horse is suitable for the work shall be decided by agreement between the engineer and the check inspector.

(21) UNDERGROUND VENTILATION.

Ventilation is to be subject to the requirements of the Mining Act as applicable to quartz and alluvial mining.

(22) ACCOMMODATION.

(a) Tent accommodation used as married quarters shall be erected and equipped in accordance with plan P.W.D. 91852:

Provided, however, that such additional accommodation as may be necessary on account of the number or ages of the workman's children will be supplied and erected.

(b) It is agreed, moreover, that generally accommodation for wives and families of workmen will not be provided on works that are estimated to last less than twelve months, or where married accommodation is undesirable either on account of isolation, lack of suitable camp sites, climate, or other circumstances.

(c) Tents for single men or for married men whose families are not on the work are to be framed and floored, have a 5 ft. stud, timbered up 2 ft. with rusticated or overlapping boards, and provided with bunk, mattress, small table, and a chimney with fireplace. When cookhouses are provided on works two men will be required to share a tent, but on works where they have to cook for themselves each man will be provided with a separate tent as early as practicable.

(d) Tent accommodation, to be provided in accordance with the foregoing paragraphs, is to be the standard of accommodation for both married and single men, but on certain works, to be approved by the Minister of Public Works, huts may be provided.

(e) Huts where provided for single men or for married men who are not accompanied by their families shall have air space approximately equal to that specified in the Shearer's Accommodation Act, and shall be lined (with timber wherever practicable), and equipped with bunk, mattress, small table, and fireplace. Two men will not be required to share one hut on works where cookhouses are not provided.

(f) Any huts which may be provided for married men accompanied by their wives and families shall be constructed and equipped in accordance with the departmental standard design. (Plan P.W.D., 68799.)

(g) The union shall be responsible for all unnecessary damage to tents, huts, or equipment caused by members of the union, and every other employee shall be personally responsible.

(h) Upon huts becoming vacant they shall be cleansed and disinfected at the cost of the Department before again being inhabited; but if a hut is left in an unreasonably dirty or damaged condition the cost of renovations will be charged against the employee who vacated it. If a workman is allotted a hut, which he considers is not in proper order he shall call the overseer's attention thereto, and the question of his absence of liability to make good any damage shall be settled in advance.

(i) Where reasonably possible, suitable bathing conveniences, with hot and cold water, as well as facilities for washing clothes, shall be provided for workmen occupying single men's accommodation.

(j) On large works one earth closet, with door, seat, and urinal attached, shall be provided for every six huts or tents occupied by single men or married men whose wives and families are not on the works, but on small works other suitable conveniences shall be provided. The closets and urinals shall be regularly disinfected at the Department's expense.

(23) RECREATION HALLS.

(a) Recreation halls, including a room for use as a library, will be erected on such large works as the Minister may decide, and be equipped with tables, chairs, or other seating accommodation, &c. Management of the halls, including control of library, may be entrusted to a committee appointed by the workmen or to any organization on terms and conditions to be determined by the Minister in each case.

(b) Where twenty or more men are employed, a hut, 20 ft. by 10 ft., with fireplace, table, and seating-accommodation, may be provided as a meeting-house for use of all employees.

(24) COOKHOUSES AND CANTEENS.

The Department will establish cookhouses, and also canteens for the sale of provisions, &c., to workmen, on such works as the Minister may determine.

(25) FUEL.

Where practicable, the Department will provide and deliver fuel required by workmen at cost price on works where it is not procurable from local dealers.

(26) "SMOKE-OH."

If they wish, workmen shall be granted the privilege of stopping work for a period not exceeding ten minutes in the morning and again in the afternoon for the purpose of "smoke-oh." "Smoke-oh" on a work is to be taken at the same time every day by all of the workmen—viz., two hours after commencing work in the morning and after resuming in the afternoon. Corresponding arrangements shall be made in respect of shift work.

(27) WORKS NEARING COMPLETION.

Where practicable workmen should be informed at least one week before it will become necessary to shorten hands owing to the advanced stage or completion of a work.

(28) TRANSFER OF WORKMEN.

When a workman is transferred by and for the convenience of the Department reasonable actual expenses incurred by him in travelling to the new work shall be refunded to him by the Department on production of receipts therefor, and he shall be paid his ordinary daily rate of pay for the working-days allowed by the engineer prior to commencement of the journey.

(29) GRIEVANCES.

(a) Local engineers shall have power to settle all reasonable grievances of workmen with the accredited representative of the union. If the engineer and the union representative are unable to arrive at a settlement of the dispute, or if the engineer is of opinion that the dispute is beyond his authority, he and the union representative shall each forward a statement to the local District Engineer for settlement. When all efforts of the District Engineer to effect a settlement have failed, then only shall the dispute be referred to the Head Offices of the Department and of the New Zealand Workers' Union. Work shall continue until the dispute has been settled by the engineer with the union representative, or by the District Engineer, or until a ruling has been given by the Minister.

(b) Complaints received direct from either workmen or local representatives of the union regarding disputes will not be recognized by the Minister or Head Office of the Department.

(c) No claim for retrospective pay, allowances, or overtime, &c., will be recognized if not made within one month after the pay-day for the period to which such claim relates.

(30) PREFERENCE TO UNIONISTS.

(a) Every workman already in the employ of the Department who comes within the scope of this agreement shall become a financial member of the New Zealand Workers' Union not later than one month after the date on which a copy of this agreement is first displayed on the works on which he is employed.

(b) Every new man arriving on works who is unable to produce to the officer in charge an official receipt issued by the New Zealand Workers' Union for his subscription for that ticket-year of the union shall become a financial member of that union not later than one month from the date he commences duty. Provided, however, that any artisan who on arrival on works produces a receipt for his subscription to his trade union for that financial year shall not be required to join and become a financial member of the New Zealand Workers' Union until the first pay day after he has been employed on the work for a period of two months.

(c) Any workman who does not comply with the foregoing conditions and does not continue to be a financial member of the New Zealand Workers' Union shall not be retained on the works after the expiry of any period of notice to which he may be legally entitled.

(d) Enrolment of members and collection of annual subscriptions shall be the duty of the representative of the New Zealand Workers' Union on the works, and he shall notify the officer in charge immediately a workman falls into arrears with the payment of his annual subscription to the union, but the Department may collect subscriptions on behalf of the union when workmen give the necessary legal authority.

(31) SCOPE OF AGREEMENT.

This agreement applies to workmen employed on construction works but does not apply to workmen employed regularly on maintenance or operation of existing works or services—i.e., surfacemen on highways or roads, workmen engaged on operation and maintenance of hydro-electric and irrigation schemes, tradesmen and others employed on maintenance, &c., of buildings. Neither does it apply to workmen who are appointed by the Public Service Commissioner.

(32) DURATION.

(a) This agreement shall come into operation on the 1st day of June, 1936, and shall remain in operation until the 30th day of May, 1939, subject, however, to the Minister having the right, in the event of any of its terms being violated, to cancel a part or the whole of the agreement, either in respect of a particular locality or of the whole of the Dominion, after calling upon the parties to this agreement concerned to show cause why this should not be done.

(b) The Minister shall also be entitled to alter the rates of pay at any time if the Government should find this necessary, and the union shall be given due notice thereof.

(Sgd.) R. SEMPLE, Minister of Public Works.

(Sgd.) J. WOOD, Acting Engineer-in-Chief and Under-Secretary,
Public Works Department.

(Sgd.) A. COOK, General Secretary, New Zealand Workers' Union.

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