

THE CHINESE FREE LABOUR ORDINANCE, 1923.

Western Samoa.

No. 10, 1923.



## An Ordinance

made by the Administrator of the Territory of Western Samoa, with the advice and consent of the Legislative Council of that Territory, and in pursuance of the Samoa Act, 1921.

Definition of Chinese  
Labourer or Labourer

1. In this Ordinance the term "Chinese Labourer" or "Labourer" means and includes any Chinaman who has arrived or shall hereafter arrive in Western Samoa in pursuance of any agreement to serve as a labourer for any period or in pursuance of any scheme established by public authority for the provision of labourers for Western Samoa and their service for a term of years.

Commissioner defined

"Commissioner" means the person for the time being holding the office of Chinese Commissioner in Samoa.

Free labour conditions—  
meaning

"Free Labour Conditions" means the document—in the Chinese language—setting out the terms of employment of Chinese free labour in Western Samoa which has been presented to the Chinese labourers in Samoa for acceptance, and which with the signatures of the labourers who have accepted the same is preserved as a record by the Commissioner.

Labourer not liable to  
criminal punishment  
for breach of contract

2. No labourer hereafter arriving in Western Samoa and no labourer remaining in Western Samoa after the expiry of the

contract or indenture under which such labourer is now serving shall hereafter be under any circumstances criminally punishable by fine, imprisonment or otherwise for any breach of a contract or indenture of service, and the laws relating to the punishment of labourers by criminal process for breaches of contract or indenture shall hereafter have no application to any such labourer.

3. Every labourer who has at the date of this Ordinance accepted or who shall hereafter accept the Free Labour Conditions shall by virtue of so accepting be deemed to have entered into :

Labourer accepting Free Labour conditions deemed to have entered into

(a) A binding agreement with the Commissioner as the representative of the Government of Samoa embodying the terms contained in Part I of the Schedule hereto (but not to the exclusion of other terms appearing in the Free Labour Conditions and not being inconsistent with such first mentioned terms), which agreement shall come into operation on the 1st day of August, 1923, or if the Commissioner and such labourer shall agree upon any later date then on such later date, and also

(a) an agreement with the Government.

(b) A binding agreement with any employer to whom the labourer may after the coming into operation of the agreement referred to in sub-clause (a) be appointed by the Commissioner embodying the terms in Part II of the Schedule hereto (but not to the exclusion of other terms appearing in the Free Labour Conditions and not being inconsistent with such first-mentioned terms), which agreement shall come into operation at the date of such appointment ;

(b) an agreement with future employers

And the rights, duties and liabilities of the labourer in relation to the Government of Samoa and to such employer respectively shall be determined accordingly.

4. Any person who has heretofore since the 1st day of August 1923 or who shall hereafter enter into a contract with the Commissioner for the appointment to him of a labourer who has accepted the Free Labour Conditions shall be deemed to have entered into and adopted as from the date of appointment the agreement referred to in sub-clause (b) of the preceding clause ;

Employer to whom labourer appointed deemed to have adopted agreement. (b)

And the rights, duties and liabilities of such employer in relation to such labourer shall be determined accordingly.

## THE SCHEDULE.

### TERMS OF AGREEMENT.

#### PART I.—Terms defining the relation of the labourer to the Government of Samoa.

1. The Commissioner as agent of the Government of Western Samoa will find continuous employment for the labourer as an agricultural labourer or domestic servant or otherwise in Western Samoa for a period expiring three years after the 1st day of August,

Continuous employment of labourer guarantee wage of 3/- per day and repatriate labourer at expiry of period

1923, or in the case of a labourer whose contract or indenture is due to expire on the 14th day of September, 1924, for a period expiring three years after the said 14th day of September 1924, and guarantees to the labourer a wage of 3s per day (or such other wage as may have been agreed on between the Commissioner and the labourer when the Free Labour Conditions were accepted by the labourer) so long as the labourer complies with the terms in the next paragraph hereof; and undertakes, subject to such compliance as aforesaid, to repatriate the labourer at the expiry of the said period unless a further period of service is then arranged between the Commissioner and the labourer with the labourer's consent.

Labourer to give services faithfully and continuously for said period

2. The labourer will give his services faithfully and continuously as an agricultural labourer (or domestic servant or otherwise as the Commissioner may require) in Western Samoa for the said period on the terms set out in Part II hereof and to the employer to whom the labourer is for the time being appointed by the Commissioner.

Commissioner shall have regard to wishes of labourer in appointing him to an employer

3. In appointing the labourer to an employer the Commissioner will have regard, as far as is practicable in the opinion of the Commissioner, to the wishes of the labourer, and if the labourer, after being appointed to an employer, wishes to change his employer, the Commissioner will when practicable and if a reason valid in the opinion of the Commissioner is given, permit the labourer to do so. The decision of the Commissioner as to the appointment of the labourer shall be final.

Commissioner's decision final as to appointment

Medical Fund &c.

4. The sum of sixpence per week shall be deducted from the wages of the labourer by the Commissioner to form a fund to be used for the charges of free medical attention for labourers in hospital or otherwise, the free maintenance of chronically sick labourers, the up-keep of the Chinese Cemetery and other benevolent purposes. The Commissioner will cause an annual balance sheet of the said fund to be published and any unexpended funds therein will be applied by the Commissioner as may be agreed on between the Commissioner and the Chinese Consul.

Commissioner to publish balance sheet

Guarantee by Commissioner, and undertaking re property and money of labourer

5. The Commissioner guarantees the performance by the employer to whom the labourer shall for the time being be appointed by the Commissioner of the terms of Clause 21 (re compensation for permanent incapacity and fatal injury) of Part II hereof and undertakes that all the property and money of the labourer on his decease including any compensation payable to his relations shall be handed to the Consul for China.

Commissioner to take all reasonable care labourer not ill-treated; investigate complaints; appear in Court

6. The Commissioner will take all reasonable care that the labourer is not ill-treated by the employer and will investigate any complaint made by the labourer and see that justice is done. The Commissioner will also, if the labourer is on trial for an offence and if the Commissioner thinks fit and the presiding Judge consents, appear in Court on behalf of such labourer at such trial.

Term may be extended or reduced to synchronise expiry with departure of transport

7. The term of years provided for in paragraph (1) hereof may be reduced or extended by the Commissioner by such period not exceeding six months as may be necessary to synchronise the

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expiry of such term with the departure of a transport for China.

8. Neither the labourer nor the Commissioner shall be bound by these terms until the labourer shall have been certified after examination by a medical officer of the Administration to be fit for a further term of service in Samoa.

Labourer and Commissioner not bound until labourer certified medically fit

PART II.—Terms defining the Relation of the Labourer with the Employer.

9. The employer will continuously employ the labourer and the labourer will continuously and faithfully and to the best of his ability serve the employer as a plantation labourer or domestic servant or otherwise as may be decided by the Commissioner for so long as the labourer shall be appointed to the employer by the Commissioner.

Continuous employment and service during appointment of labourer by Commissioner

10. The labourer will perform any indoor or outdoor work required by the employer and which the labourer is capable of doing.

Labourer to do indoor and outdoor work

11. The working hours shall be nine and a half or, upon any day during which the shade temperature reaches 100° F., nine hours per day, and the rate of wages shall be 3s (or such other wage as may have been agreed on between the Commissioner and the labourer when the labourer accepted the Free Labour Conditions) for every whole day of the full number of working hours. Time reasonably occupied in reaching place of employment (but not time occupied in returning therefrom) is deemed to be time occupied in work.

Working hours

12. No wages shall be payable for a day on which from any cause whatever no work is done and a proportionate part only of the daily wage shall be paid for a day on which the labourer works only a part of the full working hours. If the labourer, at the employer's request, works beyond the full number of working hours, he shall be entitled to overtime pay at the rate of time and a half (calculated from the rate of wages and the number of working hours per day) for the extra hours.

No wages when no work done

Provision for part time and overtime

13. If the labourer intends to absent himself for purposes of his own from the place of his employment for more than one working day or intends to apply to the Commissioner to be appointed to another employer, he shall give to the employer at least seven clear day's notice of such his intention and shall in giving such notice state the day on which he proposes to be absent or to make such application, as the case may be, and shall in either case state the proposed period of absence and the place where he may be found during such absence, and obtain the approval of the employer to the day on which he proposes to be absent. The labourer shall not be entitled to absent himself for his own purposes from his place of employment for more than one working day in any one month without the consent of the employer or of the Commissioner.

Labourer to give employer 7 days' notice of intention to absent himself from work

Labourer not to absent himself for more than one day without consent of Employer or Commissioner

14. The employer will, whenever the nature of the work permits, employ the labourer in daily piece work and in such case the labourer shall be entitled to a whole day's wage for each daily piece

Piece work

work completed, notwithstanding that he shall not have worked for the full number of working hours, and shall be free to work for himself after the completion of his daily piece work. The extent of the daily piece work shall be such as may be agreed on between the employer and the labourer or as shall be decided by the Commissioner in default of agreement. For an incomplete piece work a part of a whole day's wage proportionate to the completed part of the piece work shall be paid.

Wages to be paid monthly

15. Wages shall be paid monthly and as nearly as possible at the end of each month.

Work on Sundays and Holidays

16. The labourer shall not in a usual case be required to work on a Sunday or on any of the ten Chinese holidays to be appointed by the Administrator but may do so if he so desires, and the employer agrees, and shall be entitled to wages at the usual rate if he does so. The employer may, however, require the labourer to work on a Sunday or a holiday if he is attending cattle or if in the opinion of the employer there is other urgent necessity, and in such case the labourer shall receive pay at overtime rates.

Purchase of rice by labourer

17. The employer will arrange for the labourer to be able to purchase not more than 50 pounds per month of rice of a quality approved by the Chief Medical Officer, at a cost not exceeding 3d per pound and not more than 15 pounds of meat per month at a cost not exceeding 6d per pound.

Medicine and bandages to be provided by employer

18. The employer will provide necessary medicine and bandages at the place of employment for first aid and minor ailments, and will, if the labourer is obliged to enter the hospital, pay the hospital fees, and maintain the labourer while he is in hospital. If the labourer is certified by a medical officer to be chronically unfit for work, or is permanently incapacitated while actually engaged in work for his employer, the employer will maintain the labourer until he can be repatriated and will then repatriate the labourer.

Hospital Fees &c.

Lodgings

19. The employer will provide wind and weather proof lodging for the labourer and will where practicable, provide for him a garden plot.

Time for labourer to be in at night

20. If the labourer leaves his place of employment he shall return by 9 p.m., and all lights shall be out by 9.30 p.m. unless otherwise authorised by his employer.

Permanent incapacity compensation

21. In the event of the labourer being permanently incapacitated or fatally injured, the employer will pay to the labourer or the Consul for China the sum of thirty pounds as compensation for the labourer or his relations as the case may be, if such permanent incapacity or fatal injury arises out of or is directly attributable to the employment.

Labourer dying in Samoa

22. If the labourer shall die in Samoa the employer will have the deceased properly enshrouded, encoffined and interred.

23. If the labourer is employed as a cook or domestic servant he may be required to work on every alternate Sunday and every alternate holiday and for such work shall receive pay at overtime rates. He may also be required to work overtime at any time (but not exceeding 10 hours in any one week) for which he shall receive pay at overtime rates.

Labourer employed as  
cook or domestic  
servant

24. The employer will remit to China the savings of the labourer, but will not bear the cost of conversion.

Savings of labourer

Assented to this 4th day of  
December, 1923.

[L.S.] J. W. HUTCHEN,  
Acting Administrator.