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GOVERNMENT GAZETTE.

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[1950

Factories and Shops Acts.

DETERMINATION OF THE WOODWORKERS BOARD.

NOTE:—This Determination applies to the whole of the State of Victoria.

IN accordance with the provisions of the Factories and Shops Acts the Wages Board, which, since the 16th day of August, 1937, has had power to determine the lowest prices or rates which may be paid to any persons (other than persons under the jurisdiction of the Carpenters Board, Agricultural Implements Board, Country Agricultural Implements Board, Furniture Board, Shops Board No. 12 (Fuel and Fodder), or Shops Board No. 13 (Fuel and Fodder, Country), or persons engaged in ship or boat building, or the erection of bridges, wharfs, or similar structures), employed as—

- (a) box-makers;
- (b) stackers, sorters, loaders, or unloaders of sawn, hewn, or split timber or logs;
- (c) sawmill, timber-yard, timber-seasoning plant, box factory, or joiners' workshop employees (other than carpenters or joiners);
- (d) builders of tramways for the conveyance of logs or timber;
- (e) timber fellers, hewers, or splitters wheresoever employed;
- (f) forest workers conveying timber to a sawmill;
- (g) workers conveying timber from a sawmill by tramway;
- (h) woodworkers making articles not under the jurisdiction of any Wages Board heretofore appointed or hereafter to be appointed—

has made the following Determination, namely:—

1. That, as from the beginning of the first pay period to commence on or after the 12th September, 1950, the last previous Determination of this Board shall be revoked and replaced by this Determination.

2.

WAGES PER WEEK.

(a) *Adult Male Employees (except males engaged in the manufacture of plywood and veneers or in the making of sporting goods).*

	Employed at Yallourn.	Employed—(a) Within 20 Miles of G.P.O., Melbourne;	Elsewhere in the State.
		(b) Within 10 Miles of G.P.O., Geelong; (c) in Mildura and Gippsland Districts; (d) at Warrnambool.	
	£ s. d.	£ s. d.	£ s. d.
(1) Axeman employed using chopping axe taking off bark and bumps from logs for use in veneer mills	8 5 6	7 19 0	7 16 0
(2) Blacksmith	10 0 0	9 13 6	9 10 6
(3) Blacksmith's striker	8 9 6	8 3 0	8 0 0
(4) Boxes, crates and/or cases—			
(a) Cleaning and/or steaming	8 5 0	7 18 6	7 15 6
(b) Breaking up	8 5 0	7 18 6	7 15 6
(c) Spraying machinist	8 5 0	7 18 6	7 15 6
(d) Splicing machinist	8 5 0	7 18 6	7 15 6
(e) Printing machinist	8 5 0	7 18 6	7 15 6
(f) Munitions—ammunition box manufacture—employees not elsewhere included	8 8 6	8 2 0	7 19 0
(g) Lacing and wiring machinist	8 8 6	8 2 0	7 19 0
(h) Nailing machinist	8 8 6	8 2 0	7 19 0
(i) Cleating machinist	8 8 6	8 2 0	7 19 0
(j) Finishing	8 11 6	8 5 0	8 2 0
(k) Wire bound box making machinist	8 14 6	8 8 0	8 5 0
(l) Hoop ironing and/or wiring (bench hand)	8 16 6	8 10 0	8 7 0
(m) Making and/or repairing manual	8 16 6	8 10 0	8 7 0

WAGES PER WEEK.

(a) Adult Male Employees (except males engaged in the manufacture of plywood and veneers or in the making of sporting goods)—continued.

	Employed at Yallourn.	Employed—(a) Within 20 Miles of G.P.O., Melbourne; (b) Within 10 Miles of G.P.O., Geelong; (c) in Mildura and Gippsland Districts; (d) at Warrnambool.	Elsewhere in the State.
	£ s. d.	£ s. d.	£ s. d.
(5) Brakesman on log or timber truck	8 13 6	8 7 0	8 4 0
(6) Broad axeman and/or adzeman	9 19 0	9 12 6	9 9 6
(7) Cable drum and/or reel maker, assembler and/or finisher	8 18 0	8 11 6	8 8 6
(8) Carpenter, bush (as defined)	9 2 6	8 16 0	8 13 0
(9) Crane attendant or dogman—			
(a) working up to a height of 40 feet	8 8 6	8 2 0	7 19 0
(b) working at a height of over 40 feet	8 11 6	8 5 0	8 2 0
(10) Driver—			
(i) Bullock team, bush	9 14 0	9 7 6	9 4 6
(ii) Caterpillar or similar type of logging tractor	9 14 0	9 7 6	9 4 6
(iii) Horse (bush)—			
(a) Driver of one or two horses	9 0 6	8 14 0	8 11 0
(b) Driver of three horses	9 5 0	8 18 6	8 15 6
(c) Driver of more than three horses	9 8 0	9 1 6	8 18 6
(d) Driver grooming and feeding one or two horses outside ordinary hours—1s. 6d. per day extra and 1s. 6d. for Sunday
(e) Driver grooming and feeding more than two horses outside ordinary hours—3s. per day extra and 3s. for Sunday
(11) Elevator and/or piler man in connexion with stacking or unstacking timber	8 7 6	8 1 0	7 18 0
(12) Faller	9 6 6	9 0 0	8 17 0
(13) Faller, head (as defined)	9 19 0	9 12 6	9 9 6
(14) Grinder, whose principal duty is grinding knives and cutters	9 13 0	9 6 6	9 3 6
(15) Guard (as defined)	9 2 6	8 16 0	8 13 0
(16) Kiln attendant (as defined)	8 13 6	8 7 0	8 4 0
(17) Kiln operator (as defined)	9 0 0	8 13 6	8 10 6
(18) Kiln supervisor (as defined)	9 15 0	9 8 6	9 5 6
(19) Labourer, experienced (as defined)	8 0 6	7 14 0	7 11 0
(20) Landing builder or repairer	8 9 0	8 2 6	7 19 6
(21) Landing builder or repairer (man in charge of)	8 19 6	8 13 0	8 10 0
(22) Loading or turning sleepers over 5 feet long	8 8 6	8 2 0	7 19 0
(23) Loading logs	8 8 6	8 2 0	7 19 0
(24) Log chuteman	8 8 6	8 2 0	7 19 0
(25) Log conveyorman	8 9 0	8 2 6	7 19 6
(26) Log yardman or skidman	8 9 0	8 2 6	7 19 6
(27) Machinists as set out hereunder—			
(i) "A" Grade	9 13 0	9 6 6	9 3 6
<p>A wood machinist "A" Grade shall mean a tradesman wood machinist who has served the prescribed apprenticeship to wood machining as set out in this or previous Determinations or an adult who by reason of training for four years or more and experience is at the time of engagement or subsequent thereto deemed by the employer to be capable and is willing to perform the work of tradesman wood machinist which work shall include the work of operating and setting up and/or grinding the knives and cutters of any of the following machines upon which he is employed notwithstanding that he may not be called upon to perform all such work—</p> <p>(a) Boults carver;</p> <p>(b) Buzzer and/or jointer (using other than straight knives and cutters);</p> <p>(c) Cross grainer;</p> <p>(d) Drum sander (four or more drums);</p> <p>(e) General joiner;</p> <p>(f) Linderman, gluer and joiner;</p> <p>(g) Lock angle machine;</p> <p>(h) Moulder;</p> <p>(i) Planer—3 heads or more (other than box);</p> <p>(j) Planer, box (four heads or more);</p> <p>(k) Router—working freehand;</p> <p>(l) Shaper (other than grooving and/or slotting in box and case making);</p> <p>(m) Spoke throator;</p> <p>(n) Tenoner—(using scribing irons) other than an automatic tenoner;</p> <p>(o) Trusser crozier;</p> <p>(p) Variety turning or automatic lathe—revolving head.</p> <p>An employee operating any of the machines prescribed in (a), (b), (e), (f), (k), (l) shall be an "A" Grade machinist notwithstanding such employee does not set up and/or grind the knives and cutters</p>			
(ii) "B" Grade	8 18 0	8 11 6	8 8 6
<p>A wood machinist "B" Grade shall mean an adult employee, other than a tradesman, operating and setting up and/or grinding the knives or cutters of any of the following machines—</p> <p>(a) Automatic lathe (other than revolving heads);</p> <p>(b) Borer (three or more spindles);</p>			

WAGES PER WEEK.

(a) Adult Male Employees (except males engaged in the manufacture of plywood and veneers or in the making of sporting goods)—continued.

	Employed at Yallourn.	Employed—(a) Within 20 Miles of G.P.O., Melbourne; (b) Within 10 Miles of G.P.O., Geelong; (c) in Mildura and Gippsland Districts; (d) at Warrnambool.	Elsewhere in the State.
	£ s. d.	£ s. d.	£ s. d.
(c) Buzzer and/or jointer (using straight knives or cutters);			
(d) Copying lathe;			
(e) Drum sander (double or triple drums);			
(f) Dovetailer;			
(g) End matcher;			
(h) Morticer (chain or hollow chisel of any kind or any other);			
(i) Planer (one or two heads) other than box;			
(j) Planer box (less than four heads);			
(k) Relisher;			
(l) Router (working from templates, dies, jigs or fences);			
(m) Shaper (grooving and/or slotting in box and case making);			
(n) Slicer (box);			
(o) Tenoner (other than as provided in "A" Grade above);			
(p) Wood wool machine.			
(iii) "C" Grade—			
A wood machinist "C" Grade shall mean an adult employee, other than a tradesman, operating any of the following machines:—			
(a) Sander, belt polisher	8 15 6	8 9 0	8 6 0
(b) Moulder (excluding the feeder on automatic feed table)	8 13 0	8 6 6	8 3 6
(c) All other machines prescribed in "A" and "B" Grades except the machines referred to in (a), (b), (e), (f), (k), and (l) of "A" Grade	8 8 0	8 1 6	7 18 6
(d) Boring machine (less than three spindles)	8 8 0	8 1 6	7 18 6
(28) Meal grinder	8 6 0	7 19 6	7 16 6
(29) Millwright (as defined)	9 18 6	9 12 0	9 9 0
(30) Offsider to ropeman or shoeman	8 6 6	8 0 0	7 17 0
(31) Offsider to logging tractor or bull-dozer driver	8 16 6	8 10 0	8 7 0
(32) Operator employed on glueing jigs and/or cramps for the laminating of veneers or timber for ribs, frames, or spars for aircraft or marine work and for girders, beams, and trusses for constructional work (except employees covered by Clause 2 (b))	9 10 0	9 3 6	9 0 6
(33) Orderman (as defined)	9 0 0	8 13 6	8 10 6
(34) Pine plantation employees—			
(a) Faller	8 17 6	8 11 0	8 8 0
(b) Loaders, trimmers, and employees cutting logs	8 7 6	8 1 0	7 18 0
(35) Plate layer	8 8 6	8 2 0	7 19 0
(36) Pulp wood cutter and/or splitter	8 10 6	8 4 0	8 1 0
(37) Rigger or tree climber	9 19 0	9 12 6	9 9 6
(38) River logman (as defined)	8 8 0	8 1 6	7 18 6
(39) Ropeman or shoeman	9 6 6	9 0 0	8 17 0
(40) Sawing employees—			
(1) Sawyers—			
(a) Log band sawyer	9 18 6	9 12 0	9 9 0
(b) Sawyer who breaks down logs and cuts planks to finished sizes	9 18 6	9 12 0	9 9 0
(c) Stave cutting sawyer	9 8 6	9 2 0	8 19 0
(d) Sawyer who breaks down logs but does not cut planks to size	9 5 6	8 19 0	8 16 0
(e) Flitching frame sawyer	9 1 6	8 15 0	8 12 0
(f) No. 1 benchman	9 18 6	9 12 0	9 9 0
(g) No. 2 benchman	9 8 6	9 2 0	8 19 0
(h) No. 3 benchman	8 16 6	8 10 0	8 7 0
(i) No. 4 benchman	8 7 6	8 1 0	7 18 0
(j) Gang frame sawyer	8 17 6	8 11 0	8 8 0
(k) Steam or other power-driven crosscut sawyer (other than dockerman)	8 14 6	8 8 0	8 5 0
(l) Ripper or crosscut, cutting wood blocks	8 6 6	8 0 0	7 17 0
(m) Roller re-cut band sawyer using blade over 3 inches in width	9 10 0	9 3 6	9 0 6
(n) Roller re-cut band sawyer using blade not over 3 inches in width if the sawyer is ever required to braze or sharpen his own saw and then only from such time as he is required so to act	9 9 6	9 3 0	9 0 0
(o) Roller re-cut band sawyer using blade not over 3 inches in width, if not brazing or sharpening his own saw	8 18 6	8 12 0	8 9 0
(p) Circular sawyer if cutting a depth of or over 7½ inches	9 11 0	9 4 6	9 1 6
(q) Circular sawyer if cutting a depth of under 7½ inches	8 18 6	8 12 0	8 9 0
(r) Edger sawyer to log band sawyer	9 8 6	9 2 0	8 19 0

WAGES PER WEEK.

(a) Adult Male Employees (except males engaged in the manufacture of plywood and veneers or in the making of sporting goods)—continued.

	Employed at	Employed—(a)	Elsewhere in
	Yallourn.	Within 20 Miles of G.P.O., Melbourne; (b) Within 10 Miles of G.P.O., Geelong; (c) in Mildura and Gippsland Districts; (d) at Warrnambool.	
	£ s. d.	£ s. d.	£ s. d.
(s) (i) Sawyer who breaks down small logs over 30 inches but under 9 feet in length and not over 12 inches in diameter but who does not cut planks to finished sizes for use in the manufacture of boxes and cases	9 5 6	8 19 0	8 16 0
(ii) Sawyer cutting timber 3 inches or over received from sawyer in (s) (i) above	9 5 6	8 19 0	8 16 0
(iii) Sawyer cutting timber of less than 3 inches received from sawyers in (s) (i) and (s) (ii) above	8 18 6	8 12 0	8 9 0
(t) Breaking down small logs not over 30 inches long and not over 12 inches in diameter for use in the manufacture of boxes	8 17 6	8 11 0	8 8 0
(u) Frame sawyer	8 19 0	8 12 6	8 9 6
(v) Detail band or jig sawyer if the sawyer is ever required to braze or sharpen his own saw and then only from such time as he is required so to act	9 8 6	9 2 0	8 19 0
(w) Detail band or jig sawyer if not brazing or sharpening his own saw	8 17 6	8 11 0	8 8 0
(z) Sawyer cutting detail work	9 8 6	9 2 0	8 19 0
(y) Sawyer preparing timber for moulding machines (other than vertical flat or deep cutting)	8 19 0	8 12 6	8 9 6
(z) Cross-cut sawyer, cabinet furniture or joinery work	8 17 6	8 11 0	8 8 0
(aa) Cross-cut sawyer in box and case factories	8 6 6	8 0 0	7 17 0
(ab) Cross-cut sawyer, not provided for elsewhere herein	8 7 6	8 1 0	7 18 0
(ac) Case or box-bench sawyer flattening up to 2 inches in thickness	8 5 0	7 18 6	7 15 6
(2) Dockermen and/or tallyman—			
(a) Dockerman and/or tallyman where two or more docking saws—			
(i) At main docking saw (as defined)	8 11 6	8 5 0	8 2 0
(ii) At docking saw, other than main	8 5 6	7 19 0	7 16 0
(iii) Responsible man at main docking saw	8 18 0	8 11 6	8 8 6
(iv) Responsible man at docking saw other than main docking saw	8 8 6	8 2 0	7 19 0
(b) Dockerman and/or tallyman where only one docking saw	8 8 6	8 2 0	7 19 0
(3) Handlemen—			
(a) Handleman, No. 1 bench	8 12 6	8 6 0	8 3 0
(b) Handleman, No. 2 bench	8 7 6	8 1 0	7 18 0
(c) Handleman operating manual windlass hauling breaking down carriage	8 7 6	8 1 0	7 18 0
(4) Header-in re-cut band saw	8 4 6	7 18 0	7 15 0
(5) Levermen—			
(a) Leverman, No. 1 bench	8 9 6	8 3 0	8 0 0
(b) Leverman, No. 2 bench	8 6 0	7 19 6	7 16 6
(6) Pullers-out—			
(a) Puller-out, No. 1 bench or breast bench on which logs are broken down and timber sawn to finished sizes—			
(i) Single-handed on dead or manually operated roller	9 6 6	9 0 0	8 17 0
(ii) On dead or manually operated roller where not single-handed	8 16 6	8 10 0	8 7 0
(iii) Power-driven (other than manual power) or friction feed	8 13 6	8 7 0	8 4 0
(b) Puller-out, No. 2 bench—			
(i) Single-handed on dead or manually operated roller	8 16 6	8 10 0	8 7 0
(ii) On dead or manually operated roller where not single-handed	8 7 6	8 1 0	7 18 0
(iii) Power-driven (other than manual power) or friction feed	8 7 6	8 1 0	7 18 0
(c) Puller-out or assistant, No. 3 bench	8 4 6	7 18 0	7 15 0
(d) Puller-out on log-band saw, edging saw, roller re-cut band saw using blade of or over 3 inches in width or circular saw cutting depth of or over 7½ inches	8 10 6	8 4 0	8 1 0
(e) Puller-out, dogger, or wedger-up—any breaking-down saw	8 10 6	8 4 0	8 1 0
(7) Setters—			
(a) Setter on log band saw carriage	8 9 0	8 2 6	7 19 6
(b) Setter on other saw carriages	8 7 6	8 1 0	7 18 0
(41) Saw doctor	10 11 6	10 5 0	10 2 0
(42) Saw sharpener (exclusively employed as such)	9 2 6	8 16 0	8 13 0
(43) Spar or plank road builder	8 7 6	8 1 0	7 18 0
(44) Splitter, packing	8 6 6	8 0 0	7 17 0
(45) Splitter of billets for staves	8 7 6	8 1 0	7 18 0

WAGES PER WEEK.

(a) Adult Male Employees (except males engaged in the manufacture of plywood and veneers or in the making of sporting goods)—continued.

	Employed at	Employed—(a)	Elsewhere in
	Yallourn.	Within 20 Miles of G.P.O., Melbourne; (b) Within 10 Miles of G.P.O., Geelong; (c) in Mildura and Gippsland Districts; (d) at Warrnambool.	the State.
	£ s. d.	£ s. d.	£ s. d.
(46) Splitter, spoke, stave, and piling	8 10 6	8 4 0	8 1 0
(47) Splitter, pulp wood	8 10 6	8 4 0	8 1 0
(48) Spotter, at spot mills	9 5 6	8 19 0	8 16 0
(49) Stackers, block, of timber and/or plywood and/or veneer to a height of over 6 feet	8 3 6	7 17 0	7 14 0
(50) Stackers, for seasoning by means of stripping or other recognized method	8 10 6	8 4 0	8 1 0
(51) Storeman and packer (inclusive of war loading)	8 12 6	8 6 0	8 3 0
(52) Tallyman and/or measurer (as defined)	8 18 0	8 11 6	8 8 6
(53) Timber bender—			
(a) By hand	8 15 6	8 9 0	8 6 0
(b) Operating machine	9 1 6	8 15 0	8 12 0
(c) Who selects timber, improvises own forms and equipment and operates machine	9 11 6	9 5 0	9 2 0
(54) Timber grader (as defined)	8 9 6	8 3 0	8 0 0
(55) Tramway builder or repairer (as defined)	8 7 6	8 1 0	7 18 0
(56) Tramway builder or repairer (man in charge of)	8 18 0	8 11 6	8 8 6
(57) Trucker—Timber or log, on haulage by winch on tramline	8 12 6	8 6 0	8 3 0
(58) Trucker—Timber or log, on haulage by winch on tramline (where permanently employed as such)	8 15 6	8 9 0	8 6 0
(59) Water dogman (as defined)	8 14 6	8 8 0	8 5 0
(60) Wood turner, using hand tools	9 13 0	9 6 6	9 3 6
(61) Crane drivers—			
Lofty cranes (as defined)	9 9 0	9 2 6	8 19 6
(62) All others	7 6 6	7 0 0	6 17 0

Special Allowances.

In addition to the rates set out in Clause 2 (a) hereof the following allowances shall be paid:—

- (a) Leading hand having under his supervision two to six employees .. 6s. per week
- (b) Leading hand having under his supervision over six employees .. 12s. per week
- (c) Submerged timber—regular employees carrying off rafts or sunken punts or carrying or handling on any raft, punt, wharf, or dump, timber which has recently been submerged and is in a wet condition therefrom .. 6d. per hour

(b) Adult Male Employees engaged in the manufacture of plywood and veneers.

	Employed at	Employed—(a)	Elsewhere in
	Yallourn.	Within 20 Miles of G.P.O., Melbourne; (b) Within 10 Miles of G.P.O., Geelong; (c) in Mildura and Gippsland Districts; (d) at Warrnambool.	the State.
	£ s. d.	£ s. d.	£ s. d.
<i>"A" Grade.</i>			
(a) Casein or adhesive solution mixer where he is required to mix, test, control and check in operation and is responsible for its proper use	9 13 0	9 6 6	9 3 6
(b) Veneer matcher responsible for selecting and setting out fancy sliced veneers to design or specification			
(c) Operator on veneer edge truing or trimming machine (cutter block or guillotine type) required to perform any operation necessary to the working of the machine cutting fancy or sliced veneer to design or specification			
(d) Man in charge of hot press who is responsible for calculating areas and pressures and controlling temperatures			
(e) Rotary veneer peeling lathe or slicing machine operator who sharpens knives and/or sets up his machine			

WAGES PER WEEK.

(b) Adult Male Employees engaged in the manufacture of plywood and veneers—continued.

	Employed at Yallourn.	Employed—(a) Within 20 Miles of G.P.O., Melbourne; (b) Within 10 Miles of G.P.O., Geelong; (c) in Mildura and Gippsland Districts; (d) at Warrnambool.	Elsewhere in the State.
	£ s. d.	£ s. d.	£ s. d.
(f) Plywood scarfing machinist where the machinist is ever required to set up his machine and grind his knives and cutters, and then only from such time as he is required so to act.	9 13 0	9 6 6	9 3 6
(g) Man in charge of veneer kiln drier or re-drier (plate roller or conveyor type) who is required to adjust temperatures, humidity, conditions, calculate moisture contents, test and control			
(h) Immunising plant operator who is required to control temperatures, preservative contents in solution and analyse treated timbers and/or veneer samples			
<i>" B " Grade.</i>			
(a) Centre layer and/or corelayer and/or coremaker building up solid timber and/or veneer centres	8 18 0	8 11 6	8 8 6
(b) Veneer joiners and/or repairers where the work is done by hand—with one year's experience			
(c) Tapeless veneer joining machinist with more than one years' experience			
(d) Operator on power operated veneer edge truing or trimming machine (cutter block or guillotine) where the machinist has not been required to grind his knives and cutters but is at any time required to set up his machine and then only from such time as he is required so to act			
(e) Pneumatic, vacuum or autoclave press operator			
(f) Operator of hot press who is not required to calculate areas and pressures and control temperatures			
(g) Operator of rotary veneer peeling lathe or slicing veneer machine			
(h) Plywood scarfing machinist where the machinist has not been required to grind his knives and cutters but is at any time required to set up his machine, and then only from such time as he is required so to act			
(i) Veneer kiln drier or re-drier operator who operates a drying kiln drier or re-drier or who may be required to make temperature readings and records thereof			
(j) Veneer clipper operator in conjunction with rotary peeling lathe or slicing machine			
(k) Operator of log de-barking machine			
(l) Taping machinist with more than one year's experience			
(m) Band sawyer using band saw up to 36 inches capacity, rough cutting and trimming veneer			
(n) Belt sander in sanding of plywood faced with fancy sliced veneer			
(o) Operator employed on glueing jigs and/or cramps for the laminating, fabricating or assembling of veneers, timber or plywood			
<i>Miscellaneous Grade.</i>			
(a) Casein or adhesive solution mixer	8 8 0	8 1 6	7 18 6
(b) Centre feeder and/or core feeder and/or coverlayer and/or assistants in glue spreading			
(c) Veneer joiners and/or repairers where the work is done by hand—with less than one years' experience			
(d) Tapeless veneer joining machine—with less than one years' experience			
(e) Operator on power operated veneer edge truing or trimming machine (saw cutter, block or guillotine) where the machinist is never required to set up his machine nor to grind his knives and cutters but is merely an operator or feeder of the machine			
(f) Assembling veneers with film glue			
(g) Plywood and veneer grader grading into 3 or more classes			
(h) Press operators not elsewhere specified			
(i) Assistants to above presses			
(j) Assistant to lathe or slicer operator			
(k) Plywood scarfing machine where the machinist is never required to set up his machine nor to grind his knives and cutters but is merely an operator			
(l) Assistant to veneer kiln drier or re-drier operator who operates a drying kiln.			
(m) Other operators of immunising plant			
(n) Assistant on veneer clipper machine			
(o) Taping machinist with less than one year's experience			
(p) Operator of plywood trimming machine using parallel saws			
(q) Belt sander in sanding of plywood faced with rotary peel veneer			
(r) Edge Glueing veneer by hand or roller for tapeless veneer joining machine			
(s) Veneer splicing machine			
(t) Guillotine operator, not elsewhere included			
Provided that notwithstanding anything herein contained females are not to be employed on any power driven machine other than taping or tapeless machines.			

WAGES PER WEEK.

(c) Adult Males engaged in the making of sporting goods (see Appendix "A" Clause 38).

	Employed at Yallourn.	Employed—(a) Within 20 Miles of G.P.O., Melbourne ; (b) Within 10 Miles of G.P.O., Geelong ; (c) In Mildura and Gippsland Districts ; (d) at Warrnambool.	Elsewhere in the State.
	£ s. d.	£ s. d.	£ s. d.
(i) Group 1.			
(a) Tennis Frame Operations—Spindle machinists and router machinists and all operations performed on either router or spindle, lining, cutting grips by hand from sides, tennis racquet stringing, and/or re-stringing, and tennis racquet repairing	9 13 0	9 6 6	9 3 6
(b) Golf Club Operations—			
(i) Iron Heads—Shaping on grinder, checking and re-setting, and final buffing			
(ii) Wood Heads—Club making throughout, cutting grips by hand from sides			
(c) Cricket Bat Operations—Spindle machinists, wood turning with hand tools, and handles fitted by hand			
(d) Rifle Operations—Inletters, automatic shaping machinists, spindle machinists, and router machinists			
(e) General—Maker and/or repairer of sporting goods in wholesale or retail establishments			
(ii) Group 2.			
(a) Tennis Frame Operations—Circular sawyers, band sawyers, jig sawyers, glueing machine operators, jointer and/or buzzer machinists, bobbin sander machinists to dimensions, gauges or templates, marking machinists, disc sander machinists to dimensions, gauges or templates, bench hands using hand tools on final finishing, cone sander machinists, gripping, cane stripper machinists who grade and sort, and cylinder or barrel saw machinists	9 1 6	8 15 0	8 12 0
(b) Golf Club Operations—			
(i) Iron Heads—First buffing, face marking, stamping by hand hammer, and gripping			
(ii) Wood Heads—Band sawyers, copying lathe machinists, sander machinists, sprayers and gripping			
(c) Cricket Bat Operations—Jointer and/or buzzer machinists, circular sawyers, copying lathe machinists, twin sawyers, lathe machinists, sand belt machinists, buffing, stamping machinists, and bench hands i.e., employees using draw knife, spokeshave and plane for work other than fitting handles			
(d) Rifle Operations—Circular sawyers, five spindle profiler machinists, bench hands except as to hand papering, and gun and ammunition box makers			
(iii) Group 3.			
(a) Tennis Frame Operations—Cross cut sawyers, thicknesser machinists, lamination bending on forms, bridge bending, bobbin sander machinists, pneumatic sander machinists glueing clamps, glueing jigs, boring machinists, slotting machinists, cane stripping machinists, overlay bending, glueing overlays, spraying, weighing and balancing, grip cutting, skiving by machine, and outlining	8 10 6	8 4 0	8 1 0
(b) Golf Club Operations—			
(i) Iron Heads—Lathe machinists, disc grinder machinists, and bench drill and hand reamer machinists			
(ii) Shaping Irons—Sheathing, buffing machinists, shafting, vulcanising, fibroloiding, capping, sand blasting and finishing			
(iii) Wood Heads—Drillers, single spindle profiler machinists, sheathing, buffing, vulcanising, fibroloiding, capping, stamping, scoring, polishing, finishing, grip cutting, and skiving by machine			
(c) Cricket Bat Operations—Thicknesser machinists, roller press operators, buff machinists, gripping machinists, bench hands on papering, taping, binding, labelling and packing, case machinists, cross-cut sawyers, glueing slips, preparing rubber and cork, and handle glueing			
(d) Rifle Operations—Single spindle profiler machinists, boring machinists, and machinists not elsewhere included			
(iv) Group 4—Miscellaneous.			
Classification—			
(a) Saw doctor	10 11 6	10 5 0	10 2 0
(b) Saw sharpener	9 3 6	8 17 0	8 14 0
(c) Storeman and/or packer	8 12 6	8 6 0	8 3 0
(d) Orderman and/or tallyman	9 0 0	8 13 6	8 10 6
(e) Kiln operator	8 19 6	8 13 0	8 10 0
(f) Leading hand .. 6s. per week above employees supervised			
(v) Group 5.			
Assistants to glueing machinists, assistants to operators of any machine abovementioned, and employees engaged on any operation not mentioned above	8 6 6	8 0 0	7 17 0

WAGES PER WEEK.

(c) *Adult Males engaged in the making of sporting goods (see Appendix "A" Clause 38)*—continued.

	Employed at Yallourn.	Employed—(a) Within 20 Miles of G.P.O., Melbourne; (b) Within 10 Miles of G.P.O., Geelong; (c) in Mildura and Gippsland Districts; (d) at Warrnambool.	Elsewhere in the State.
(vi) <i>Other Classes of Work.</i> The wages payable for the making of other classes of sporting goods for badminton, lacrosse, hockey, and squash shall be the nearest appropriate wages under the scale set out above			
(vii) Notwithstanding anything herein contained the rates for employees (other than woodworking machinists) who are being trained for work under this appendix shall be as follows:— (a) For work referred to in Group 1 for the first twelve months, 11s. 6d. less than the prescribed rate (b) For work referred to in Group 2 for the first nine months, 11s. less than the prescribed rate			

RATES FOR APPRENTICES, JUNIORS, AND FEMALES (OTHER THAN IN THE MAKING OF SPORTING GOODS).

(a) *Apprentices.*

3. (i) The minimum rates of weekly wage to be paid to apprentices shall be as follows:—

(a) Five Year Term.	Percentage of Needs Basic Wage.	Constant Loading.	War Loading.	Total Wage		
				Employed at Yallourn.	Employed—(a) Within 20 Miles of G.P.O., Melbourne; (b) Within 10 Miles of G.P.O., Geelong; (c) in Mildura and Gippsland Districts; (d) at Warrnambool.	Elsewhere in the State.
	%	s. d.	s. d.	s. d.	s. d.	s. d.
First Year ..	29	..	0 9	41 6	39 6	38 6
Second Year ..	40	1 0	1 0	58 0	55 6	54 6
Third Year ..	53	1 6	1 6	77 6	74 0	72 6
Fourth Year ..	84	2 0	2 3	122 6	117 0	114 6
Fifth Year ..	100 plus 7s.	2 0	3 0	152 6	146 0	143 0

(b) Four Year Term.	Percentage of Needs Basic Wage.	Constant Loading.	War Loading.	Total Wage.		
				Employed at Yallourn.	Employed—(a) Within 20 Miles of G.P.O., Melbourne; (b) Within 10 Miles of G.P.O., Geelong; (c) in Mildura and Gippsland Districts; (d) at Warrnambool.	Elsewhere in the State.
	%	s. d.	s. d.	s. d.	s. d.	s. d.
First Year ..	33	..	0 9	47 0	45 0	44 0
Second Year ..	53	1 0	1 6	77 6	73 6	72 0
Third Year ..	84	2 0	2 3	122 6	117 0	114 6
Fourth Year ..	100 plus 7s.	2 0	3 0	152 6	146 0	143 0

(ii) Where an apprentice is under the age of twenty-one years on the expiry of his apprenticeship he shall be paid at not less than the adult rate prescribed for the classification on which he is employed.

(b) Unapprenticed Male Juniors.

The minimum rates of weekly wage to be paid to unapprenticed male juniors shall be as follows:—

Age.	Percentage of Needs Basic Wage.	Constant Loading.	Total Wage.			
			Industry Loading.	Employed at Yallourn.	Employed—(a) Within 20 Miles of G.P.O., Melbourne; (b) Within 10 Miles of G.P.O., Geelong; (c) in Mildura and Gippsland Districts; (d) at Warrnambool.	Elsewhere in the State.
	%	s. d.	s. d.	s. d.	s. d.	s. d.
Under 16 years of age ..	25	0 6	2 0	37 6	36 0	35 0
16 years of age ..	35	0 9	3 0	53 0	50 6	49 0
17 years of age ..	47½	1 0	4 0	70 6	68 6	67 0
18 years of age ..	60	1 0	5 0	90 6	88 6	84 6
19 years of age ..	75	2 0	6 0	113 6	108 6	106 0
20 years of age ..	90	2 0	7 0	135 6	129 6	127 0

(c) Females.

The minimum rates of weekly wage to be paid to females shall be as follows:—

Age.	Percentage of Needs Basic Wage.	Constant Loading.	Total Wage.		
			Employed at Yallourn.	Employed—(a) Within 20 Miles of G.P.O., Melbourne; (b) Within 10 Miles of G.P.O., Geelong; (c) in Mildura and Gippsland Districts; (d) at Warrnambool.	Elsewhere in the State.
	%	s. d.	s. d.	s. d.	s. d.
17 years of age and under	40	1 0	57 0	54 6	53 6
18 years of age ..	47½	1 3	68 0	65 0	63 6
19	55	1 6	79 0	75 0	73 6
20	62½	2 0	90 0	85 6	84 0
21 and over ..	75	3 0	108 6	103 6	101 0

(iii) The needs basic wage referred to in this clause shall be the contemporaneous needs basic wage for the area in which the apprentices and juniors (male or female) are employed.

(iv) The total rates of apprentices and juniors (male and female) shall be adjusted to the nearest 6d., any broken part of the 6d. in the result not exceeding 3d. to be disregarded.

RATES FOR MALE JUNIORS AND FEMALES EMPLOYED IN THE MAKING OF SPORTING GOODS.

Rates for Juniors (Male).

4. (a) The minimum rates of wages for junior male employees shall be as follows:—

Age.	Percentage of Total Basic Wage.	Total Wage.
Under 16 years	35	49 0
At 16 years	45	63 0
At 16½ years	54	75 6
At 17 years	63	88 0
At 17½ years	70	98 0
At 18 years	80	112 0
At 19 years	85	119 0
At 20 years	90	126 0

The rates prescribed above are to be calculated to the nearest 6d., half or less than half of 6d. to be disregarded.

The above rates shall be adjusted quarterly at the same time and in the same manner as the adult male basic wage is adjusted and such adjustment shall be to the nearest 6d.

Rates for Females.

(b) The minimum rates of wages for female employees shall be as follows:—

Age.	Percentage of Total Basic Wage for Adult Males.	Total Wage.	
		%	s. d.
Under 16 years	35	49	0
At 16 years	45	63	0
At 16½ years	50	70	0
At 17 years	55	77	0
At 17½ years	60	84	0
At 18 years	66	92	6
At 19 years	70	98	0
At 20 years and thereafter	75	105	0

The rates prescribed above are to be calculated to the nearest 6d., half or less than half of 6d. to be disregarded.

The above rates shall be adjusted quarterly at the same time as the adult male basic wage is adjusted but the amount of such adjustment for females shall be 75 per cent. of that for males.

PROVISIONS RELATING TO SPECIAL WORK.

Class of Work.

5. Special work means the following work performed by an employee (other than a regular employee) employed by the hour:—

- (a) (i) Receiving timber from any vessel or wharf for delivery into any yard, mill, railway truck, or other place; the delivery of timber received from any vessel or wharf directly into any yard, mill, railway truck, or other place and thereupon stacking; receiving timber at any yard, mill, railway truck, or other place for delivery to any wharf or vessel, and the delivery of such timber to any vessel or wharf and thereupon stacking.
- (ii) Receiving timber at any railway truck or siding and its delivery into any yard, mill, or place (other than vessel or wharf) and thereupon stacking; delivering timber from any yard, mill, or place (other than vessel or wharf) into any railway truck or siding and thereupon stacking or loading, which work shall be paid for at the rate of 10 per cent. additional to the weekly rate prescribed herein for the class of work performed.

Conditions.

- (b) (i) Where a weekly employee who is employed by an employer on work other than special work and who is put on to special work, he shall, if he is discharged within four weeks of his being put on to such special work have his pay calculated according to the rates provided in this Determination for special work for the time he is so engaged, and shall be paid any back pay due to him forthwith on his discharge or within fifteen minutes thereof.
- (ii) The wages of a special worker shall be paid at least once a week or, if his work shall finish before the end of any week, then at the time of ceasing work.
Any person employed on special work shall be paid within fifteen minutes of the termination of his employment and, if not paid within fifteen minutes, shall be paid at overtime rates from time of ceasing work until actually paid.
- (iii) One hour or such other time as may be mutually agreed upon shall be allowed for meals except in a case of urgency or except where not more than half an hour is required to finish a job. Except in such cases no special worker shall be called upon to work during the meal hour unless he consents to do so. Where a special worker works during the meal hour he shall be paid for the time worked at the rate of 3s. per hour in addition to the ordinary rate for such period.
- (iv) A special worker having begun work shall not, without reasonable cause or excuse, be dismissed or cease work until the job is finished. The burden of establishing such reasonable cause or excuse shall in every legal proceeding be upon the party alleging such reasonable cause or excuse.
- (v) Any special worker engaged for work shall be paid for at least two hours whether put to work or not.

Rates.

- (c) (i) Except as otherwise in this clause provided the minimum rate of pay of special workers shall be as follows:—

	Per Hour
	s. d.
In all places	5 6½
- (ii) Special work carrying timber or logs off rafts or sunken punts or carrying or handling timber or logs on any raft, punt, wharf, or dump which has recently been submerged and is in a wet condition therefrom— an extra 6d. per hour.
- (iii) For work prescribed in sub-clause (a) (ii) hereof payment shall be made at the rate of 10 per cent. additional to the weekly rate prescribed herein for the class of work performed.
- (iv) The rate of 5s. 6½d. per hour prescribed in paragraph (i) hereof shall be adjusted from time to time in accordance with periodical adjustments of rates made pursuant to the award of the Commonwealth Court of Conciliation and Arbitration known as the Watersider Workers' Award or by any adjustment or alteration of ordinary rates of waterside workers made by the competent authority.
- (v) Picking up places at Melbourne for special workers shall be as established by agreement between the employers respective and the Australian Timber Workers Union.
- (d) Payment for holidays—special workers. For all time worked on any holiday prescribed by this Determination employees engaged on special work shall be paid at the rate of double time.

PAYMENT BY RESULTS.

6. (a) Subject to the employee receiving at least the minimum time rate an employer may remunerate any of his employees under any system of payment by results based on rates which will enable workers of average capacity to earn at least 12½ per cent. in excess of their weekly time rates.

(b) Where an employee works part of a full week at piece-work rates and part at time rates he shall be paid so much as he is entitled to receive under such piece-work rates, plus the proportionate amount which he is entitled to receive under this Determination at time rates of pay.

(c) Where an employer has any person working under any system of payment by results referred to in this clause, he shall state in writing the terms under which such person is working, and such document shall be signed by such person and the employer. Upon demand by an officer of the Union such document shall be shown to him by the employer, and he shall be allowed to make a copy of same should he so desire.

PIECEWORK RATES AND CONDITIONS.

Shifting Haulers.

7. (i) Pieceworkers shall be paid at ordinary rates for time occupied shifting haulers from one landing to another except in cases where the piecework rates are arranged to include time occupied in shifting haulers.

Turning and Loading Sleepers.

(ii) When sleepers are being inspected whilst they are being loaded into trucks by pieceworkers and, at the request of the employer or of a Government inspector or of the buyer, the sleepers are turned for inspection or re-inspection, the loaders shall receive turning rates whilst turning such sleepers and loading rates whilst loading such sleepers.

Measuring Logs.

(iii) All logs felled or hauled at piecework rates shall be measured at the mill landing or elsewhere by agreement. Particulars of the logs so measured shall be given to the pieceworker at least once a fortnight unless otherwise agreed upon by the employer and employee and such particulars shall set out the name of the mill supplied, the name or names of the employees, the date, the brand, the length, the girth and the super feet of such logs sealed according to the prevailing practice.

Provided that, in respect of measuring red gum logs, an agreement may be entered into between the State Branch of the Union and the employer.

Royalties.

(iv) Where timber is obtained from Crown lands or private property the employer shall pay any royalty charged on the timber where the employee obtaining the timber pays royalty such royalty shall be paid by the employer to the employee in addition to the rates of pay prescribed in this Determination.

TRAVELLING ALLOWANCES.

8. (a) Subject to the following an employee engaged in ordinary travelling on duty or on work on which he is unable to return to his home at night shall be paid such personal expenses as he reasonably incurs in travelling, which expenses shall be taken to be at least 15s. per day.

(b) Where such employee travels by boat or other conveyance in which his ticket includes meals and bed he shall not be entitled to the said allowance.

(c) Where the employer of such employee provides or offers to provide meals and bed the employee shall before leaving have the option of receiving 15s. per day or accepting the meals and bed provided or offered by the employer. The employer shall give to the employee, before leaving, full information as to the arrangements for food and sleeping.

(d) This clause shall not apply to workers in the bush or to those ordinarily and usually employed on lighters, punts, or rafts.

TRAVELLING TIME AND CONDITIONS.

9. (a) Subject to this clause a weekly employee shall, when he is directed or required to work at a place other than his usual place of work, be paid at ordinary rates for all time occupied in travelling to and from the place at which he is so directed or required to work in excess of the time ordinarily occupied in travelling to and from his usual place of work.

(b) Each employee in the bush shall have a fixed starting place which shall be the existing starting place.

(c) New starting places in the bush shall be fixed by agreement between the employer and the Union.

(d) When an employee has a fixed starting point in the bush he shall be paid for all time occupied in travelling between the starting point and the work and for all time in excess of half an hour back from the work to the starting point.

(e) When an employer provides a vehicle for the purpose of taking his employees to and from work he shall equip such vehicle with suitable seating accommodation together with a fly or other cover to protect the employee from the weather.

CAMPING ALLOWANCE.

10. An employee who is required by his employer to camp in the bush away from a town or village or away from the mill site and where accommodation is not provided in accordance with the standards provided by this Determination shall be paid a camping allowance of 3s. per day for each working day on which he camps as aforesaid with a maximum payment of 15s. per week.

Provided that an employee working with other employees not covered by this Determination shall be paid the camping allowance (if any) prescribed by the Determination for the majority of such employees.

MIXED FUNCTIONS.

11. (a) An employee engaged for more than half of one day or shift on duties carrying a higher rate than his ordinary classification shall be paid the higher rate for such day or shift. If for half or less than half of one day or shift he shall be paid the higher rate for the time so worked.

(b) Where an employee is transferred without having received at least seven days' written notice to a grade of work carrying a lower minimum rate of wage than that at which he is usually employed, he shall be paid during such seven days or any less time so employed, the rate of wage he was receiving for the work usually performed by him.

(c) Where an employee is engaged on higher grade work at his own request for the purpose of learning such work, he shall be paid for the time he is so engaged for a period or periods not exceeding 23 days in all at his usual rate of pay prior to his being so engaged, and thereafter at the rate prescribed for the higher grade work. The employer shall, within one week of the engagement of an employee under this sub-clause, inform the Union by registered letter of such employment and the duration of such employment.

PAYMENT OF WAGES.

12. (a) All wages due and payable to employees in the bush and at bush saw-mills shall be paid in such manner as may be agreed upon between the employer, the employee, and the Union; or, in default of such agreement: (i) where a bank exists within five miles of the mill or place where the work is performed, weekly in cash at the mill or such place; (ii) where no bank exists within five miles of such mill or place, fortnightly in cash at such mill or place. Such payment shall not be delayed for more than four working days after the expiration of the period in respect of which the wages are due and payable.

(b) All wages due and payable to employees in towns and cities shall be paid weekly in cash at the mill or place where the work is performed. Such payment shall be made not later than two days following the expiration of the pay week observed by the employer at his works and in any case not later than Friday, but the accepted pay day shall not be altered without seven days' prior notice to the State Branch of the Union.

(c) Should any employee be dismissed or leave of his own accord after giving the requisite notice he shall be paid at the usual place of payment on demand there by him, any monies which are legally due to him within fifteen minutes of termination of employment, provided that, if the usual place of payment be on the work in the bush, then such payment shall be made within 30 minutes of the usual ceasing time on the day of termination of employment at the usual place of payment.

(d) If payment be delayed for more than fifteen minutes or thirty minutes as the case may be through default of the employer as provided in sub-clauses (a) and (c) hereof the employee shall be paid at overtime rates for three hours or until the hour of payment whichever shall first occur if payment be made on the day of default and if payment be not made on that day shall in addition be paid at overtime rates for all ordinary working hours between the end of the day of default and the day of payment provided that this penalty rate shall not exceed payment as for 40 hours.

TERMS OF ENGAGEMENT.

13. All employees except those engaged on piecework or on special work shall be employed on a weekly engagement subject to the following terms:—

- (a) An employee shall perform such work as the employer shall from time to time require on the usual days and within the prescribed hours, provided that until the seven days' notice of transfer to a lower grade, prescribed by sub-clause (b) of clause 11 of this Determination, expires, such work shall be of or be paid as of a similar class to that usually performed by such employee.
- (b) Employment within 20 miles of the General Post Office, Melbourne, during the first two weeks and elsewhere during the first week shall be from day to day at the weekly rate prescribed except in the case of a re-engagement within one month after the termination of a previous service of the employee under the employer.
- (c) Subject to the provisions of sub-clauses (b) (d) and (e) hereof a week's notice in writing, if so requested, of the termination of employment shall be given to terminate such employment on the corresponding day of the following week or on any later day thereof and if the employment be terminated by either the employee or the employer without such notice a week's wages shall be paid or forfeited as the case may be. Notice given by an employer for more than two weeks in succession shall not be regarded as notice within the meaning of this clause: Provided that in the case of work in the bush and at bush mills such notice may be dispensed with by the consent in writing of the employer and employee.

Provided also that if an employee leaves his employment otherwise than in pursuance of such week's notice or of such consent in writing or of dismissal by the employer, the employer may retain any money due under this Determination to the employee until the time at which it would have become payable if the employee had not so left.

- (d) The employer may dismiss any employee without notice for malingering, inefficiency otherwise than through temporary illness, neglect of duty or misconduct, and pay the employee's wages up to the time of such dismissal only.
- (e) The employer may deduct payment for any day the employee cannot be usefully employed because of any strike or because of any breakdown of machinery, or because of any other stoppage of work for any reasonable cause. The onus of proving reasonableness of the cause shall be on the employer.
- Subject to any employee in the bush and in bush saw-mills and in log saw-mills outside the towns and cities named in Table "A" of clause 39 being ready, willing, and available to work nothing in this clause shall authorize deduction of payment for any time lost because the employee is prevented from working on account of rain, hail, or snow or on account of a shortage of logs when such shortage is due to rain, hail, or snow.
- Notwithstanding anything in this sub-clause an employer may elect and with the mutual consent of the majority of the employees concerned pay a general loading of 7s. 6d. weekly to the rates of pay as prescribed in this Determination as an alternative to the conditions set out herein in respect of payment for time lost through hail, rain, or snow or on account of a shortage of logs where such shortage is due to hail, rain, or snow. An employer, adopting such alternative must obtain the consent of the Union in writing and must agree to continue such loading for at least twelve months from the date of obtaining the consent of the Union.
- (f) In any case where the wage per hour has to be calculated it is to be the weekly wage divided by the weekly number of hours which obtains in the particular industry or occupation concerned.
- (g) Employers may employ employees in box and case factories and in the making of sporting goods by the hour and shall pay such employees at a rate per hour proportionate to the weekly wage plus 10 per cent. with a minimum amount in respect of any employment on a day as for the full day.

Provided that in the case of piecework the minimum amount payable shall be as if the employment shall have continued throughout the working hours of the day on which the employment occurs at a rate per hour proportionate to such weekly rate plus 22½ per cent.

HOURS.

14. (a) Subject to the exceptions hereinafter provided the ordinary working hours shall not exceed 40 per week throughout the industry; provided that where employees are employed in a mixed industry their hours of work shall be uniform with those prevailing in such industry.

(b) The daily spread of hours shall be such as may be agreed upon by a majority of the employees and employer concerned in any business and approved of by the State branch of the Union. In default of such agreement and approval such hours shall be worked within nine and three-quarter consecutive hours between 7.15 a.m. and 5.30 p.m. standard time on Monday to Friday—one hour or such other time as may be agreed upon being allowed for luncheon between noon and 2 p.m.—and between 7.15 a.m. and noon standard time on Saturday.

(c) Sub-clause (a) hereof shall not apply to grooms, feeders, guards, log yardmen, log loaders and log haulers, greasers, bush blacksmiths, and men employed on barges and rivers.

(d) The hours for shiftmen shall be as prescribed by clause 15 of this Determination.

SHIFT WORK.

15. In the event of more than one shift being worked, then each shift, other than the day shift, shall be worked in five equal periods during the week (excluding Sunday) at such hours as may be agreed upon between the employer and employees concerned and assented to in writing by the Union, provided that the total hours worked in any week on shifts shall not exceed 40 hours per week.

Except as to the classes of employees specified in clause 14 (c) of this Determination, shift workers on continuous work whilst on afternoon and night shifts shall be paid 7½ per cent. more than the ordinary rate for such shifts. Shift workers on other than continuous work whilst on afternoon and night shifts shall be paid 10 per cent. more than the ordinary rate for such shifts; Provided that shift workers working on continuous night shifts, that is, shifts which do not rotate with either day or afternoon shifts, shall be paid 25 per cent. more than the ordinary rate.

In establishments in which employees employed under this Determination are engaged on work which is subsidiary to the major activities of the establishment such employees shall be paid the shift allowances prescribed by the award or Determination applicable to the majority of employees in the establishment in lieu of the shift allowances prescribed by this clause.

"Afternoon Shift" means any shift finishing after 6 p.m. and at or before midnight.

"Night Shift" means any shift finishing subsequent to midnight and at or before 8 a.m.

"Continuous work" means work carried on with consecutive shifts of men throughout the 24 hours of each of at least 6 consecutive days without interruption except during break downs or meal breaks or due to unavoidable causes beyond the control of the employer.

OVERTIME.

16. (a) Except as hereinafter provided all time worked outside the spread of hours prescribed in clauses 14 and 15 of this Determination or in excess of the ordinary daily or shift number of hours prescribed therein or elsewhere shall be paid for at the rate of time and a half for the first two hours, and double time thereafter. Work performed during the meal hour shall be paid for at the rate of double time, but where the total hours worked, including such meal time, do not exceed the prescribed number of hours, then such double time shall be deemed to mean an additional ordinary rate only.

(b) In computing overtime under sub-clause (a) hereof each day's work shall stand alone.

(c) An employee required to work overtime for more than two hours without being notified the day before that he will be so required to work, shall either be supplied with a meal by the employer or paid 2s. 6d., but such payment need not be made to employees living in the same locality as their place of employment who can reasonably return home for meals. If an employee pursuant to notice has provided a meal and is not required to work overtime he shall be paid as above prescribed for the meal so provided.

- (d) (i) All time worked by grooms and feeders in excess of 40 hours in any week shall be paid for at the rate of time and a half for the first twelve hours and double time thereafter.
- (ii) All time worked by shift workers before or after the usual hours of their respective shift shall be paid for at time and a half for the first two hours and double time thereafter.
- (e) All work performed by a pieceworker before or after ordinary hours of work on the instruction of his employer shall be paid for at the rate of time and a half for the first two hours and of double time thereafter.
- (f) Except where it is otherwise prescribed, all time worked by employees other than grooms or feeders on the holidays to which they are entitled under this Determination, shall be paid for proportionately in addition to the indirect payment or to the payment by written agreement for holidays prescribed in clause 17 of this Determination, at the ordinary rates; and on Sundays shall be paid for at proportionately double rates. Provided that in the case of work done on either a Sunday or holiday payment shall be made for two hours at the least at such double rates.
- (g) All work performed by a pieceworker on Sunday on the instructions of his employer shall be paid for at the rate of double time.
- (h) All time worked by employees on Saturdays (outside ordinary hours), Sundays, or holidays prescribed herein in maintaining or effecting repairs or renewals to plant or machinery, which it is necessary to effect to enable work to proceed on the next working day shall be paid for, in the case of Saturdays (outside ordinary hours) and Sundays, at the rate of time and a half, and in the case of such holidays at ordinary rates in addition to the indirect pay or to the pay under written agreement for such holidays allowed in clause 17 of this Determination.
- (i) The provisions of this clause shall not apply to apprentices.
- (j) Any employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.

HOLIDAYS.

17. (a) All weekly employees except pieceworkers, grooms, feeders, bush workers, and bush saw-mill workers and log saw-mill workers outside the towns and cities named in Table "A" clause 39 shall be entitled to holidays on the following days:—
- (i) The days observed as holidays in respect of New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Labour Day, Anzac Day, Christmas Day, and Boxing Day, and such extra day as subject to paragraph (ii) hereof may be arranged between the employer and the Union.
- (ii) In the case of employees employed in the State of Victoria within a radius of 25 miles of the General Post Office at Melbourne, the extra holiday shall be the day observed as Melbourne Cup Day.
- (iii) In the event of a groom or feeder being employed for less than twelve months but more than three months then annual leave shall be granted pro rata at the rate of one day's leave for each one month's service.
- (iv) Employees in mixed industries shall not be entitled to holidays in accordance with the provisions of this clause, but shall be entitled to and shall be allowed the same holidays as are prescribed by the award, determination or agreement—Commonwealth or State—for the general body of employees of the industry in which they are employed.
- (b) Bush workers, bush saw-mill workers, and log saw-mill workers outside the towns and cities specifically referred to in Table "A" of clause 39 where the holidays specified in this clause are not generally observed as they occur other than pieceworkers, grooms, and feeders shall have a full week's holiday at Christmas and four days' holiday at Easter, that is to say, Good Friday, Easter Saturday, Easter Monday, and Easter Tuesday.
- (c) (i) Except as provided in this sub-clause no deduction shall be made from wages in respect of any of the holidays prescribed in paragraph (i), (ii), or (iii) of sub-clause (a) hereof.
- (ii) Subject to observance of the provisions herein set forth for payment to employees in respect of such holidays, the employer may deduct from an employee's wage an amount corresponding with the time which the employee works short because of such holidays. Such provisions are:—
- (1) The employer shall for each calendar month of the employment credit in account the employee with one-seventh of the amount of the employee's prescribed weekly rate of wage, except in the case of a groom or feeder where the amount to be credited shall be one-sixth of the amount of such rate.
 - (2) On or before the pay day next following a holiday, the amount of time that the employee has worked short because of the holiday and the amount which has been deducted from his wage in respect of such working short shall be ascertained. Provided that in respect of Christmas Day and Boxing Day, this provision shall be applied on the pay day preceding such holidays; and provided also that employees referred to in sub-clause (b) hereof shall be paid all amounts due to them on the pay days preceding Easter and Christmas.
 - (3) If on such pay day there is standing to the credit of the employee pursuant to paragraph (1) hereof an amount equal to or exceeding the amount that will be so deducted from his wage, the employer shall on that day pay him an amount equal to that which will be so deducted and the employee's credit shall be reduced by the amount so paid.
 - (4) If on such pay day the amount standing to such credit is less than the amount which will be so deducted, the employer shall on that day pay to the employee the amount then standing to such credit, which credit shall be reduced by the amount so paid.
 - (5) If on such pay day there is nothing standing to such credit nothing shall be payable in respect of such holiday.
 - (6) In each year on the last pay day prior to the close down in December the amount (if any) standing to the credit of an employee shall be paid to him, and such credit shall be reduced by the amount so paid.
 - (7) On the Determination of the employee's service the amount (if any) then standing to such credit shall be paid to him:
- Provided that where that service comprises two weeks or more over a completed period of months, the employee shall also be paid one-twelfth of a week's wages excepting in the case where an employee is a groom or a feeder, in which case the employee shall be paid one-twelfth of a week's wages.
- Provided further that if an employer pays in full for holidays as they occur and the employee leaves his employment before sufficient credit has accumulated the employer shall be entitled to deduct from any monies due the amount of such shortage.
- (iii) Notwithstanding paragraph (ii) hereof payment in respect of such holidays may be made in such other manner as may be agreed to in writing by the State Secretary of the Union and the employer. Where an employer, whether by agreement or otherwise, has adopted any such changed manner the same shall not be altered except by agreement with the State Secretary until at least twelve months from the date of that adoption.
- Provided that where employees are employed in any other industry the method of payment for holidays shall be uniform with those prevailing in such industry.
- (d) The employee shall be entitled only to the holidays prescribed herein notwithstanding anything contained in or under any State Act of Parliament creating or proclaiming any other holiday or holidays.
- (e) For the purposes of this clause calendar months shall be reckoned as commencing with the beginning of the first day of the employment or period of employment in question and as ending at the beginning of the day which in the latest month in question has the same date number as that which the commencing day had in its month; and if there be no such day in such subsequent month, shall be reckoned as ending at the end of such subsequent month.
- (f) Nothing in this clause shall affect the operation of clause 18 of this Determination.

ANNUAL LEAVE.*Period of Leave.*

18. (a) Except as hereinafter provided a period of fourteen consecutive days' leave shall be allowed annually to an employee after twelve months' continuous service (less the period of annual leave) as an employee in any one or more of the occupations to which this Determination applies.

Seven-day Shift Workers.

(b) In addition to the leave hereinbefore prescribed seven-day shift workers, that is shift workers who are rostered to work regularly on Sundays and holidays shall be allowed seven consecutive days' leave including non-working days.

Where an employee with twelve months' continuous service is engaged for part of the twelve-monthly period as a seven-day shift worker, he shall be entitled to have the period of fourteen consecutive days' annual leave prescribed in sub-clause (a) hereof increased by half a day for each month he is continuously engaged as aforesaid.

Annual Leave Exclusive of Public Holidays.

(c) Subject to this sub-clause the annual leave prescribed by this clause shall be exclusive of any of the holidays prescribed by clause 17 of this Determination and if any such holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day there shall be added to the period of annual leave time equivalent to the ordinary time which the employee would have worked if such day had not been a holiday.

Where a holiday falls as aforesaid and the employee fails without reasonable cause proof whereof shall be upon him to attend for work on the working day immediately preceding the first day and at his ordinary starting time on the working day immediately following the last day of the period of his annual leave he shall not be entitled to be paid for any such holiday.

Broken Leave.

(d) The annual leave shall be given and taken in a continuous period or, if the employee and the employer so agree, in two separate periods and not otherwise.

Calculation of Continuous Service.

(e) For the purposes of this clause service shall be deemed to be continuous notwithstanding—

(i) any interruption or termination of the employment by the employer if such interruption or termination has been made merely with the intention of avoiding obligations hereunder in respect of leave of absence;

(ii) any absence from work on account of personal sickness or accident or on account of leave lawfully granted by the employer; or

(iii) any absence with reasonable cause proof whereof shall be upon the employee.

In cases of personal sickness or accident or absence with reasonable cause the employee to become entitled to the benefit of this sub-clause shall inform the employer, in writing, if practicable, within 48 hours of the commencement of such absence of his inability to attend for duty and as far as practicable the nature of the illness, injury, or cause and the estimated duration of his absence. A notification given by an employee pursuant to sub-clause (a) (ii) of clause 19 of this Determination shall be accepted as a notification under this sub-clause.

Any absence from work by reason of any cause not being a cause specified in this sub-clause shall not be deemed to break the continuity of service for the purposes of this clause unless the employer during the absence or within fourteen days of the termination of the absence notifies the employee in writing that such absence will be regarded as having broken the continuity of service.

In cases of individual absenteeism such notice shall be given in writing to the employee concerned, but in cases of concerted or collective absenteeism notice may be given to employees by the posting up of a notification in the plant, in the manner in which general notifications to employees are usually made in that plant and by posting to each Union whose members have participated in such concerted or collected absenteeism a copy of same not later than the day it is posted up in the plant.

A notice to an individual employee may be given by delivering same to him personally or by posting it to his last recorded address, in which case it shall be deemed to have reached him in due course of post.

In calculating the period of twelve months' continuous service any such absence as aforesaid shall not be taken into account except to the extent of not more than fourteen days in a twelve-monthly period in the case of sickness or accident.

Successor or Assignee.

(f) Where the employer is a successor or assignee or transferee of a business if an employee was in the employment of the employer's predecessor at the time when he became such successor or assignee or transferee the employee in respect of the period during which he was in the service of the predecessor shall for the purpose of this clause be deemed to be in the service of the employer.

Calculation of Month.

(g) For the purpose of this clause a month shall be reckoned as commencing with the beginning of the first day of the employment or period of employment in question and as ending at the beginning of the day which in the latest month in question has the same date number as that which the commencing day had in its month and if there be no such day in such subsequent month shall be reckoned as ending at the end of such subsequent month.

Leave to be Taken.

(h) The annual leave provided for by this clause shall be allowed and shall be taken and except as provided by sub-clauses (l) and (m) hereof payment shall not be made or accepted in lieu of annual leave.

Time of Taking Leave.

(i) Annual leave shall be given at a time fixed by the employer within a period not exceeding six months from the date when the right to annual leave accrued and after not less than two weeks' notice to the employee.

Leave Allowed Before Due Date.

(j) An employer may allow annual leave to an employee before the right thereto has accrued but where leave is taken in such a case a further period of annual leave shall not commence to accrue until after the expiration of the twelve months in respect of which annual leave had been taken before it accrued.

Where leave has been granted to an employee pursuant to this sub-clause before the right thereto has accrued due and the employee subsequently leaves or is discharged from the service of the employer before completing the twelve months' continuous service in respect of which the leave was granted the employer may for each one complete month of the qualifying period of twelve months not served by the employee deduct from whatever remuneration is payable upon the termination of the employment one-twelfth of the amount of wages paid on account of the annual leave, which amount shall not include any sums paid for any of the holidays prescribed by clause 17 of this Determination.

Payment for Period of Leave.

(k) Each employee before going on leave shall be paid two week's wages except a shift worker or an employee taking his leave pursuant to sub-clause (d) hereof either of whom shall be paid the amount of wage he would have received in respect of the ordinary time which he would have worked had he not been on leave during the relevant periods. For the purposes of this sub-clause and sub-clause (l) hereof wages shall be at the rate prescribed by the relevant clauses of this Determination for the occupation in which the employee was ordinarily employed immediately prior to the commencement of his leave or the termination of his employment, as the case may be. Payment in the case of employees employed on piece or bonus work or any other system of payment by results shall be at time rates.

Proportionate Leave on Dismissal.

(l) If after one month's continuous service in any qualifying twelve-monthly period an employee lawfully leaves his employment or his employment is terminated by the employer through no fault of the employee the employee shall be paid at his ordinary rate of wages for six and two third hours in respect of each completed month of continuous service, the service being service in respect of which leave has not been granted hereunder.

Annual Close Down.

(m) Where an employer closes down his plant, or a section or sections thereof, for the purposes of allowing annual leave to all or the bulk of the employees in the plant, or section or sections concerned, the following provisions shall apply:—

- (i) He may by giving not less than one month's notice of his intention so to do stand off for the duration of the close down all employees in the plant, or section or sections concerned, and allow to those who are not then qualified for two full weeks' leave paid leave on a proportionate basis of one-sixth of a week's leave for each completed month of continuous service.
- (ii) An employee who has then qualified for two full weeks' leave, and has also completed a further month or more of continuous service shall be allowed his leave, and shall also be paid one-sixth of a week's wages in respect of each completed month of continuous service performed since the close of his last twelve-monthly qualifying period.
- (iii) The next twelve-monthly qualifying period for each employee affected by such close down shall commence from the day on which the plant, or section or sections concerned, is re-opened for work. Provided that all time during which an employee is stood off without pay for the purposes of this sub-clause shall be deemed to be time of service in the next twelve-monthly qualifying period.
- (iv) If in the first year of his service with an employer an employee is allowed proportionate annual leave under paragraph (i) hereof, and subsequently within such year lawfully leaves his employment or his employment is terminated by the employer through no fault of the employee, he shall be entitled to the benefit of sub-clause (l) hereof subject to adjustment for any proportionate leave which he may have been allowed as aforesaid.

Mixed Industries.

(n) Employees in mixed industries shall not be entitled to leave in accordance with the provisions of the foregoing sub-clause, but shall be entitled to and shall be allowed the same annual leave, if any, as is prescribed by the Determination for the general body of employees of the industry in which they are employed.

SICK LEAVE.

19. (a) An employee on weekly hiring after one month's service with his employer, who is absent from his work on account of personal illness, or on account of injury by accident arising out of and in the course of his employment shall be entitled to leave of absence, without deduction of pay, subject to the following conditions and limitations:—

- (i) He shall not be entitled to paid leave of absence for any period in respect of which he is entitled to workers' compensation;
- (ii) He shall within 24 hours of the commencement of such absence inform the employer, in writing if practicable, of his inability to attend for duty and, as far as practicable, state the nature of the injury or illness and the estimated duration of the absence;
- (iii) He shall prove to the satisfaction of his employer that he was unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed;
- (iv) Subject to the provisions of sub-clause (b) of this clause he shall not be entitled in any year (whether in the employ of one employer or of several) to leave in excess of 40 hours of working time.

(b) Sick leave shall accumulate from year to year so that any balance of the period specified in sub-clause (a) (iv) of this clause which has in any year not been allowed to an employee by his employer as paid sick leave may be claimed by the employee and subject to the conditions hereinbefore prescribed shall be allowed by that employer in a subsequent year without diminution of the sick leave prescribed in respect of that year. Provided that sick leave which accumulates pursuant to this sub-clause shall be available to the employee for a period of two years but for no longer from the end of the year in which it accrues, and provided further that any sick leave for which an employee may become eligible under this Determination by reason of service with one employer shall not be cumulative upon sick leave for which the employee may become eligible by reason of subsequent service with another employer.

(c) (i) Before leaving his place of employment for whatsoever cause except as hereafter provided an employee shall receive from his employer a certificate in the form set out hereunder showing the length of his service with the employer and the amount of sick leave granted, if any, during such employment:—

" I hereby certify that.....was employed by me from.....
to.....and that during such period of employment he received payment for.....
hours on account of sickness.

The payment for.....hours on account of sickness has been made by me in respect of his employment during the current calendar year."

(Signature of employer.)

(ii) If no sick leave has been granted to an employee during his period of service with an employer the certificate herein shall indicate that fact.

(iii) An employee shall produce such certificate to any subsequent employer who shall retain such certificate provided that should such employee's employment be terminated for whatsoever cause during the same year as he commenced his employment with that employer, no further certificate shall be given by such employer but the certificate shall be returned to the employee and shall be further certified in the following manner:—

" I hereby certify that.....was employed by me from.....
to.....and that during such period of employment he received payment for.....
hours on account of sickness."

(Signature of employer.)

(d) This clause except as to sub-clause (e) shall not apply to employees in the bush or in bush saw-mills or in log saw-mills outside the towns and cities specifically referred to in Table "A" of clause 39 of this Determination, nor to all employees at such places of business, but such employees shall be paid in lieu thereof at the rate of:—

	<i>s.</i>	<i>d.</i>
In the case of adult males	3	0 per week
In the case of adult females	1	9 " "
In the case of male and female juniors	1	6 " "

(e) Notwithstanding anything contained herein an employee suffering injury through an accident arising out of and in the course of his employment (not being an injury in respect of which he is entitled to workers' compensation), which in the opinion of the employer or his representative at the place of work necessitates his attendance during working hours on a doctor, chemist, or trained nurse, or at a hospital, shall not suffer any deduction from his pay for the time necessarily occupied in such attendance (but not exceeding four hours) on the day of the accident, and shall be reimbursed by the employer all expenses reasonably incurred in connexion with such attendance, but in no case shall such expenses exceed 10s. 6d.

APPRENTICESHIP CONDITIONS.

20. (a) The following sub-clauses apply only to city and town saw-mills, shops, and factories.

Proportion.

(b) Machinists.—Except as hereinafter provided the employer may employ one apprentice to each three, or fraction of three, journeymen, wood machinists employed by him in any one timber yard, saw-mill, shop, or factory at full rates under this Determination. The apprentice shall be instructed in and properly taught and practised in the work of at least three of the woodworking machines prescribed in sub-clause (j) of this clause. For the purpose of calculating the number and proportion of apprentices under this sub-clause, the following shall be journeymen wood machinists:—

Machinists on shaper, routing machine, general joiner, Boults carver, buzzer, moulding machine, planing machine, Lindemann gluer and jointer, tenoning machine, jointer, wood-turners, and grinders of knives and cutters and any working proprietor working on any of such machines.

Provided that an employer who has more than one place of business, whether timber yard, saw-mill, shop, or factory, within a radius of twenty miles of the General Post Office of Melbourne, or within a radius of ten miles of the Post Office of other towns or cities shall be entitled to treat all such places of business as one for the purpose of this clause.

An employer shall not be obliged to employ the proportion of machinist apprentices as prescribed herein if he has made reasonable and genuine efforts to obtain the services of suitable apprentices. The onus of proof shall be on the employer to establish that such reasonable and genuine efforts have been made.

(c) The employer may employ at least one apprentice to every two journeymen wood-turners employed by him in any one shop or mill at full rates under this Determination.

An employer shall not be obliged to employ the proportion of wood turning apprentices as prescribed herein if he has made reasonable and genuine efforts to obtain the services of suitable apprentices. The onus of proof shall be on the employer to establish that such reasonable and genuine efforts have been made. Provided that this sub-clause shall not prevent an employer from taking an apprentice in accordance with sub-clause (b) hereof.

(d) Sawyers.—The employer may employ one apprentice when there is one or more journeymen employed by him at full rates under the Determination, but he shall not employ more than two apprentices to each six journeymen so employed. For the purpose of calculating the number and proportion of apprentices under this sub-clause, the following shall be journeymen:—Sawyers, of any sort and saw sharpeners.

(e) Saw doctors.—The employer may employ one apprentice to each saw doctor.

Alteration of Proportion.

(f) In any case, in which it is claimed by either the Union or the employer that, by reason of special circumstances, it is desirable that a greater or less number of apprentices should be employed in any saw-mill, shop, or factory, an application setting out such special circumstances may be made to the Wages Board for an order thereon, and the Wages Board may thereupon make such order as it thinks proper under the circumstances.

Period of Apprenticeship.

(g) Apprentices shall be apprenticed if under the age of eighteen years for a period of five years and if eighteen years of age for a period of four years.

Wages.

(h) The minimum rates of weekly wage to be paid to apprentices shall be as prescribed in clause 3 hereof.

Proof of Age.

(i) A boy about to be apprenticed shall, if the employer requires it, furnish a certificate or statutory declaration as to his age, and the employer may rely on such certificate or declaration unless or until he has notice of its inaccuracy.

Apprenticeship Trades.

(j) (i) An apprentice under sub-clause (b) hereof shall be instructed in and properly taught and practised in the work of at least three of the following:—Shaper, routing machine, general joiner, Boults carver, buzzer, moulding, planing, Lindemann gluer and jointer, tenoning and jointer machines, wood turner, and in the setting up of and grinding of knives and cutters for those machines in which he is instructed, taught, and practised; provided that any such group shall include at least one of the following:—Shaper, general joiner, Boults carver, buzzer (using other than straight irons), Lindemann gluer and jointer, moulder, or wood turner.

(ii) An apprentice under sub-clause (c) hereof shall be instructed in and properly taught and practised in the work of wood turning by hand.

(iii) An apprentice under sub-clause (d) hereof shall be instructed in, and properly taught and practised in, the work of sawing ordinarily and usually done in a saw-mill, and in the work of setting and sharpening saws.

(iv) An apprentice under sub-clause (e) hereof shall be instructed in, and properly taught and practised in, the work of repairing and putting saws in perfect order and saw hammering.

(v) Where it is desired that an apprentice be instructed in, taught and practised in, any machine or machines not included in this sub-clause, it may be so agreed with the consent of the Union, provided that the apprentice be instructed in, taught and practised in, at least two of the machines referred to in this sub-clause in addition.

Attendance at Technical Schools.

(k) (i) During the first two years of apprenticeship the employer shall allow the employee one half-day per week for the purpose of attending technical school where a technical school is available.

(ii) In any State in which any statute relating to apprentices is now or hereafter in force or in which the Apprenticeship Commission or other authority with statutory power has issued or may hereafter issue, any regulations relating to apprentices, such statute or such regulations shall operate in such State provided that the provisions thereof are not inconsistent with this Determination.

The provision of any statute, award, or regulations relating to the attendance of apprentices at technical schools during ordinary working hours shall not be deemed to be inconsistent with this Determination.

Overtime and Holiday Rates.

(l) An employer requiring an apprentice to work overtime shall pay such an apprentice double rates for such overtime, provided no apprentice shall be required to work overtime for more than eight hours on such overtime in any one week, or more than sixteen hours in any four weeks, and provided that such work during such overtime shall not prevent the apprentice attending at any technical school.

If the apprentice be willing to work on, and the employer desires to employ him on a holiday, then the employer may do so, but must pay the apprentice double rates for such work. The work on such holiday shall not exceed the ordinary hours of work, and shall not be included in the calculation of eight and sixteen hours in the last preceding paragraph mentioned.

Probationary Period.

(m) An employer may employ a boy with a view to apprenticing him for a period of three months on probation, provided that if the boy shall then be indentured, such three months shall count as part of his apprenticeship. Within fourteen days of a boy being placed on probation for apprenticeship the employer shall notify the Union by registered letter of such employment, giving the name, age, and address of such boy.

During the period of probation the boy shall be paid the wages prescribed for an apprentice, but if on the expiration of the period of probation the boy be not apprenticed there shall be paid to him the difference between the wages of an apprentice and an unapprenticed boy of his age.

CONDITIONS FOR JUNIORS—OTHER THAN APPRENTICES.

21. (a) (i) The employer may employ unapprenticed juniors in any position which they are capable of filling, including the position of machinist on any box-making machine (other than a dovetailing machine), dowel machine, embossing machine, rumbler, washing machine, and on any other machines for which a special order is obtained from the Wages Board; but excluding the position of sawyer, dovetailing machinist in box-making and machinist to any machines other than those hereinbefore allowed or those to be allowed by the Wages Board.

Provided that—

- (1) in the making of plywood or veneer such juniors may be employed upon the following work:—Handling and cutting veneer or plywood, sorting, matching, and taping veneers and plywood and operating taping machines in connexion therewith, or as tailer out of plywood or veneer, or feeders or tailers out on the glue rolls or sandpapering machine; they may also assist at any of the other machines in the mill, run errands, sweep floors, heat water, clean up and burn shavings, sawdust or other refuse; may also push trollies to and from machines and other parts of the factory, and may feed to or take from machines and other places material and timber butts, and may cleanse the same with handbrush; may handle, bore, sort, and varnish plywood chairseats and set out same to dry and may count, mark, bundle, or tie up and assert for delivery such chairseats, or plywood or veneer in sheets or any light articles manufactured therefrom.

Provided further—

- (2) that notwithstanding the rate of wages males under eighteen years of age shall not be employed pulling out on saw benches.

Proportion.

(ii) Subject to the exceptions hereinafter provided, the number of such male and female juniors employed shall not exceed the proportion of one in four of the total employees employed in any one timber yard, saw-mill, or factory under this Determination receiving the adult rates prescribed herein.

Box and Case Making.

(iii) In the making of boxes and cases and the preparation and machining of timber for such making the number of such juniors employed in any one timber yard, saw-mill, or factory may equal but shall not exceed one-half the number of employees engaged therein who receive the rates for adults prescribed by this Determination.

Plywood and Veneer.

(iv) In the making of plywood and veneer the aggregate of the number of such juniors employed in any one factory may equal but shall not exceed the number of employees engaged in such making, who receive the rates for adults prescribed by this Determination.

Small Wooden Articles.

(v) As to employers engaged in manufacturing small wooden articles the following proportions of unapprenticed junior labour shall be permitted:—

Coat Hangers, &c.

- (1) In the manufacture of coat hangers and similar articles one junior to two adults in the machine section and unlimited juniors in the assembly and despatch sections.

Bobbins, Paper Cores, Reels, &c.

- (2) In the manufacture of bobbins, paper cores, reels, and other small articles turned on automatic or semi-automatic lathes with not more than 6-in. heads one male junior to one adult. Provided that on the lathes above referred to male juniors shall only be used as operators.

Battery Box Parts.

- (3) In the manufacture of battery box parts one junior to four adults in the woodworking section. Provided that in this industry this Determination shall not apply to any part of the work in which the employee is called upon to use a chemical process. Provided also that on the cutting off machine no junior under eighteen years of age shall be employed.

Confectionery and Cigar Boxes, &c.

- (4) In the manufacture of confectionery boxes, cigar boxes, ring cases, serviette ring cases, handkerchief boxes, jewellery cases, glove boxes, medical outfit cases, ink stands, penholders, and mulga wood products one junior to four adults in the woodworking section. Provided that in addition not more than six juniors shall be allowed in the assembly section but such number may be increased by agreement with the State Branch of the Union, or, in the event of no such agreement, by the appropriate Wages Board.

Toys.

- (5) In the manufacture of toys, one male junior to four adults in the machine section. Provided that unlimited males nineteen years of age and over shall be allowed on spade handle machines, unlimited males eighteen years of age and over shall be allowed on disc sanders, belt sanders, and on 6-in. head lathes, and unlimited males sixteen years of age and over shall be allowed on boring machines. Provided that unlimited juniors shall be allowed in the assembly, finishing, and despatch sections.

Electrical Wood Ware.

- (6) In the manufacture of electrical wood ware—one junior to one adult provided that in this industry in addition males eighteen years of age and over shall be allowed on sanding and beading machines. Provided further that male juniors shall be allowed as feeders of burnishing and boring machines, staining, stacking, counting, and wrapping blocks.

Shives.

- (7) In the manufacture of shives one male junior to one adult.

Strawberry Boxes, &c.

- (8) In the manufacture of strawberry boxes or punnets one male junior to one adult.

Bee Keepers' Supplies.

- (9) In the manufacture of bee keepers' supplies one male junior to two adults in the machine section.

Alteration of Proportion.

(b) In any case in which it is claimed that by reason of any special circumstances it is desirable that a greater or less number of unapprenticed juniors should be employed, an application setting out such special circumstances may be made to the Wages Board for a special order thereon and the Wages Board may thereupon make such order as it thinks proper under such circumstances.

Tuition in Sawing or Machining.

(c) Nothing in this clause shall prevent the instruction and tuition in sawing or machining of any boy employed under this clause provided that such instruction and tuition shall be given by a competent person.

Such instruction and tuition shall be given by a person qualified as a sawyer or machinist and who is in a position directly to supervise the work and afford the requisite instruction and tuition. No employer shall have under instruction and tuition in the relevant calling at one time a proportion greater than one to three fully-paid adult employees of that calling in his employment. If, after a junior employee has had not less than twelve months' instruction and tuition, a certificate of his competence is sent by registered letter to the State Secretary of the Union, and no objection thereto is raised within fourteen days, the employer may employ the junior upon work of the type in which the twelve months' instruction and tuition was given, provided that the employee be then not less than nineteen years of age and be paid not less than would be payable under the Determination to an adult similarly employed.

Proof of Age.

(d) When any junior is engaged he or she shall, if the employer requires it, furnish a certificate or statutory declaration as to his or her age, and the employer may rely on such certificate or declaration until or unless he has notice of its inaccuracy.

Wages.

(e) The minimum rates of weekly wages to be paid to unapprenticed juniors shall be as prescribed in clause (3) hereof.

FIRST AID OUTFIT.

22. (a) The employer shall provide and continuously maintain an efficient first-aid outfit and appliances, including a stretcher suitable for the carriage of injured persons at each saw-mill, factory, bush landing and stacking, or timber yard.

(b) The first-aid outfit shall contain the following equipment:—

- Antiseptic solution—1 bottle.
- Bandages, cotton and gauze—1 dozen assorted sizes.
- Castor oil—2 oz.
- Iodine, tincture of—2 oz.
- Manual, first aid—1.
- Petrolatum, carbolized—1 jar.
- Picric acid solution, made according to the following recipe or prescription.—1½ teaspoonful of powdered picric acid, 3 oz. of absolute alcohol, and 2 pints distilled water—1 pint.
- Pins, safety—1 packet.
- Sal volatile—6 oz.
- Scissors—1 pair.
- Tourniquet—1.
- Tweezers—1 pair.
- Gauze, sterilized, plain cotton, absorbent lint, absorbent plaster, adhesive—an adequate assortment.

SPECIAL TRANSPORT OF INJURED.

23. The employer shall as soon as is reasonably possible supply means free of charge to convey to the nearest hospital or doctor at which or by whom the employee is to be treated any employee so seriously injured that it is not reasonably possible for such employee to travel independently of such conveyance.

ACCOMMODATION.

Rents of Houses and Huts.

24. (a) The employer may charge such rent for the use and occupation of huts or houses owned or controlled by him as may be agreed upon between the employer, the employee, and the Union.

No employee shall be charged any rent by his employer for any hut or house occupied by him unless such house has been built by the employer or some previous employer at the employer's own expense or purchased by him from some prior owner.

Sanitation.

(b) The employer shall provide and continuously maintain at every saw-mill, timber yard, or bush camp where persons are constantly employed proper sanitary conveniences.

Supply of Water, Fuel, and Lighting.

(c) (i) The employer shall provide and maintain a supply of water convenient to houses and huts provided by him for his employees on the mill site.

Provided that in time of drought a central source of supply shall be sufficient compliance with the provisions of this sub-clause.

(ii) Where water, fuel, or lighting is supplied by the employer to an employee at a charge payable to the employer, then such charge shall be fixed by agreement between the employer, the employee and the local organizer of the Union (if there is one) or the Union.

Sleeping Accommodation.

(d) Where the employer provides houses or thus for the use and occupation of his employees at a bush mill or camp, or in the bush the following provisions shall apply:—

- (i) No living or bed room shall have a floor space less than 10 ft. by 12 ft.;
- (ii) Walls shall not be less than 8 feet high and, where required, the houses or huts shall have reasonably draught-proof walls, ceilings, and floors;
- (iii) The above requirements shall not apply to existing buildings having a floor space of not less than 10 ft. by 8 ft., and walls not less than 7 feet high, which have been approved by the Union.
- (iv) There shall be one glazed sash in each room or hut and such sash shall be capable of being opened to provide ventilation;
- (v) Not more than two employees shall be permitted to occupy a room. Where requested by the Union the employer shall provide one hut in every five to accommodate one employee only;
- (vi) All huts, rooms, and housing accommodation shall be kept in a good and tenable state of repair by the employer. Employees during the occupancy of a house or hut shall exercise all reasonable care of the premises;
- (vii) All saw-mill boarding houses under the direction or control of the employer shall have reasonable provision for the keeping of food in a good condition;
- (viii) All saw-mill boarding houses under the direction or control of the employer shall have flywire doors and windows.

Shower Baths.

(e) In all saw-mills in the bush, showers shall be provided where it is practicable to do so.

AMENITIES.

25. Except as otherwise provided by State law employers shall provide, free of charge to the employees—

- (a) At each saw-mill, factory, or timber yard in cities and towns or in the bush, where living accommodation is not provided, and where ten or more employees are engaged, suitable dining accommodation;
- (b) At each saw-mill, factory, or timber yard in the cities and towns specifically referred to in Table "A" of this Determination or in urban areas suitable lockers or suitable clothes-hanging facilities;
- (c) Where practicable, boiling water at meal times;
- (d) At each saw-mill, factory, or timber yard in which employees are engaged reasonable and sufficient conveniences to enable the employees to wash themselves.

Provided that the provisions of sub-clauses (a) and (b) hereof shall not for such period or periods as the Wages Board may fix apply to any employer who proves to the satisfaction of the Union, or, failing that, the Wages Board, that he is unable by reason of lack of space, shortage of material, or labour or any other difficulties to provide dining accommodation, lockers, or clothes-hanging facilities as aforesaid. In cases where dining accommodation, lockers, or clothes-hanging facilities are not provided at the date upon which this Determination comes into operation, this clause shall not apply until the first day of January, 1948, and the Wages Board may extend the time for providing such dining accommodation or lockers as aforesaid.

Provided further, however, that where employees do not desire dining accommodation an employer shall not be compelled to provide same.

PULLERS OUT FOR SAWYERS.

26. No sawyer shall work or be required to work a running out saw bench cutting over 3 ft. 6 in. in length without a puller out.

SHIFTING OR ERECTING CAMP.

27. Any employee employed in shifting or erecting camp or assisting therein or in clearing the site for a camp shall be paid at his ordinary rates for the time he is so employed.

SUPPLY OF TOOLS.

28. Employees other than carpenters and joiners, wheelwrights, mill-wrights, and pieceworkers shall be provided by the employer with all necessary tools, implements, and plant. The employee shall replace or pay for any tools so provided which are lost, damaged, or destroyed through his negligence.

PROTECTIVE COVERING.

29. (a) Water dogmen and river logmen shall be paid 6d. per week in addition to their ordinary wage for the cost of waterproof coats and boots.

(b) If an employee is required to work in heavy rain he shall be provided with oilskins or other suitable waterproof clothing.

The employer may deduct from the pay of any employee to whom oilskins or waterproof clothing have been supplied the cost of such articles as are not returned in good order, or condition, fair wear and tear excepted, on demand being made by the employer.

Rain shall be deemed to be heavy when if the employee works therein as required his clothing will become saturated.

TRAIN AND TRAM LINES.

30. All train and tram lines owned or controlled by the employer shall be kept in good order by the employer.

TRANSPORT OF EMPLOYEES ON TERMINATION OF EMPLOYMENT.

31. Where means of transport to the bush or bush saw-mills is provided by the employer on the termination of service of an employee, the employee, his family and his goods and chattels shall be transported free of charge within forty-eight hours of receipt by the employer of notice that such transport is required. But an employee shall not be entitled to free transport on a route along which the public is regularly transported for payment; on the other hand he shall not be charged a rate on such route in excess of that regularly charged to the public.

TIME BOOKS AND INSPECTION.

32. (a) The employer shall keep at each timber yard or saw-mill or factory or at a nearby office which is part of the employer's business premises, a time book or sheets or cards with entries typed or perforated or recorded in ink showing the names of his employees, the daily number of hours worked by each, the rate of pay and wages payable and paid to each employee. A permanent record of each employee's classification shall be similarly kept.

(b) The Federal secretary or secretary of a State Branch of the Union or any officer thereof authorized in writing by one of them shall, on production of an authority to the employer, his local manager, or the person who purports to be in charge, be allowed at all reasonable times to inspect such time book, sheets, or cards, and to make a copy of the same. Such time book, sheets, or cards for the last preceding twelve months shall be kept available for this purpose.

(c) The Federal secretary or secretary of a State Branch of the Union or any officer thereof authorized in writing by one of them shall, on production of an authority to the employer or his local manager, be allowed at all reasonable times to inspect any part of an employer's works where it is suspected that a breach of this Determination has occurred or is occurring but such inspection shall be carried out in the company of the employer or some one on his behalf. The employer shall provide the necessary facilities for the investigation of the breach or the supposed breach of this Determination including access to the time book, sheet, or cards referred to herein. The Union officers shall not interfere with or inconvenience the work and duties of the men more than is absolutely necessary for the proper investigation of the breach or supposed breach of this Determination.

RIGHT OF ENTRY OF UNION OFFICIALS.

33. The secretary or branch secretary or any officer of the Union shall have the right to enter employer's working establishments during the meal time for the purpose of interviewing employees on legitimate Union business, on the following conditions:—

- (a) That the representative produces his authority to the gatekeeper or such person as may be appointed by the employer;
- (b) That the representative interviews employees only at the places where they are taking their meals;
- (c) That not more than two such representatives shall at any one time visit or be in any one working establishment and if there are two representatives they shall both be there at the same time;
- (d) That if a working establishment shall have been visited by any such representatives during a week it shall not be visited afterwards during the same week by any such representative;
- (e) That if any employer alleges that a representative is unduly interfering with his working establishment or is creating disaffection amongst his employees, or is offensive in his methods, or is committing a breach of any of the previous conditions, such employer may refuse the right of entry.
- (f) Any unreasonable delay in allowing officers of the Union into the premises shall be a breach of this Determination.

SHOP STEWARDS.

34. The employer shall give recognition to any employee who is appointed shop steward of the Union in any timber yard, saw-mill, workshop, or place where he is employed, and he shall be allowed the necessary time to interview the employer in working hours on such matters affecting the employee in such timber yard, saw-mill, workshop, or place.

CONTRACTORS.

35. (a) Where a person covered by this Determination (hereinafter referred to as the "principal") enters into a contract with any person (hereinafter referred to as the "contractor") for the supply to the principal of logs or sleepers or timber and where such contractor is by the terms of the contract to supply such logs sleepers or timber from the property of the principal or from property in the possession of or under his control or from property in which the employer has or controls the timber rights; or

(b) Where the principal enters into a contract with any contractor for the manufacture and supply to him or on his behalf of boxes cases or crates or any part thereof; and

(c) Where the contract in either case involves the payment of wages by the contractor the principal shall make it a term of the contract that the provisions of this Determination shall be observed by the contractor in regard to his employees and the principal shall subject to the conditions hereinafter prescribed be liable from time to time for the payment of such amount of wages not exceeding four weeks which at the time any claim is made are in arrears:—

(i) He shall not be liable for the payment of any wages to any employee in respect of whom he receives a statement in writing signed by the employee concerned acknowledging that he has been paid all wages in full.

(ii) He shall not be liable for any such wages unless within six weeks after the contractor's liability arises the employee or someone on his behalf shall give to the principal notice in writing of the non-payment thereof.

(iii) Where notice has been given to the principal by or on behalf of any employee pursuant to paragraph (ii) the principal's further liability to such employee shall be suspended and shall not operate unless and until the contractor has reimbursed the principal or the principal has had an opportunity to reimburse himself from moneys due by him to the contractor whereupon the provisions of this clause shall again operate in respect of any wages earned by such employee after the contractor has reimbursed the principal or the principal has had an opportunity to reimburse himself as aforesaid.

(iv) He shall make it a term of the contract that he shall retain so much of the moneys as otherwise would be payable to the contractor thereunder to enable him to discharge his liability under this clause.

(d) "Wages" for the purpose of this clause includes any rate of remuneration prescribed by this Determination.

CLASSIFICATION OF SAW BENCHES.

36. The following provisions shall apply to log saw-mills:—

(a) A breaking down bench shall include a circular saw, a band saw, twin saws, horizontal saw, or vertical frame saw when any of such saws is used for the purposes of reducing a log to flitches;

(b) A No. 1 Bench shall mean any bench which takes flitches 3 inches thick or over from the breaking down bench;

(c) A No. 2 Bench shall mean any bench which is fed directly from a No. 1 Bench or an edger saw bench, and which is not being used as a picket bench within sub-clause (e) hereof;

(d) A No. 3 Bench shall mean any bench which is fed directly from a No. 2 Bench, and which is not being used as a picket bench within sub-clause (e) hereof;

(e) A No. 4 Bench shall mean a bench on which timber is cut into pickets, laths, droppers, palings, staves, or other small sizes which small sizes do not exceed 3 in. by 1½ in. by 9 ft. or the equivalent in section by 9 feet.

DEFINITIONS.

37. In this Determination unless the contrary intention appears:—

"Articulated vehicle" means a vehicle with three or more axles comprising a power unit (called tractor truck, prime mover, &c.) and semi-trailer which is superimposed on the power unit and coupled together by means of a king pin revolving on a turn table and is an articulated vehicle whether automatically detachable or permanently coupled.

"Carpenter, bush," means an employee who has not served his time as carpenter, but does carpentry work in building mills and huts.

"Guard" means an employee other than an engine driver who is in charge of a train of trucks drawn by a locomotive.

"Head faller" means an employee who selects timber for falling, exercises supervision over two or more other fallers, and/or who sharpens fallers' saws used in bush operations.

"Kiln supervisor" means an employee who has successfully completed a course of training in the kiln drying of timber and who supervises and/or carries out the whole of the work involved in the kiln seasoning of timber including the preparation of drying schedules and the calculation of moisture contents.

"Kiln operator" means an employee who operates a drying kiln and is responsible for the temperature reading and records thereof.

"Kiln attendant" means an employee who attends fires and boilers and reads and records temperatures.

"Labourer—experienced" means an adult employee with not less than three months' experience in the industry, whether in the service of one or more employers who is employed upon work for which a margin is not elsewhere provided.

"Leading hand" means an employee who, while he is working, has under his charge or control any adult person or persons not apprentices or improvers and who has been appointed by the employer to take such charge or control.

"Lofty crane" means a lofty crane outside a building not in the course of erection where the driving platform is more than 20 feet from the level of the ground.

"Main docking saw" means the docking saw, in a mill where there are two or more docking saws, at which most timber is docked. In mills where the breaking down bench feeds two benches with approximately equal quantities of timber, the two docking saws shall be rated as main docking saws.

"Maker's capacity" means the capacity shown in the certificate of registration issued under the Motor Car Acts of the State of Victoria.

"Measurer." See "Tallyman or measurer."

"Millwright" means a tradesman wholly engaged installing and/or maintaining machinery at a saw mill.

"Mixed industry" means an employer's industry where the work performed by an employee as herein defined is subsidiary and ancillary to the chief and principal purpose and business of such industry.

"Orderman" means an employee who is responsible for the selection, allotment, and measuring of orders for delivery and/or for the execution of orders for delivery.

"Order" in this definition means the demand of a customer or of the employer, or someone on his behalf to the orderman for an expressed size and class or expressed sizes and classes of timber.

"Responsible man at main docking saw" means a man in charge of a main docking saw and who keeps check of or tallies timber out at such saw.

"River logman" means an employee usually and ordinarily engaged on or in connexion with any barge, raft, or punt on any river, in loading, discharging, or bringing logs, piles, hewn or sawn timber to or from any mill or depot.

"Tallyman or measurer" means an employee who by measuring and/or calculating quantities keeps an account of timber, and does not include one who merely measures lengths of timber, or merely counts timber by pieces.

- "Timber grader" means an adult employee who grades timber according to quality, into three or more classes.
- "Tramway builder or repairer" means an employee engaged in the work of tramway construction and maintenance but does not include the work of clearing the track and forming the permanent way, or the work ordinarily performed by a fettler.
- "Union" means the Australian Timber Workers Union.
- "Water dogman" means a crane attendant usually and ordinarily engaged in the work of handling in water, round logs or hewn logs or oregon spars.
- "Year" means a year commencing the 1st day of January in each year.

APPENDIX "A".—SPECIAL RATES AND CONDITIONS FOR SPORTING GOODS MANUFACTURERS.

38. Where employees to whom this appendix applies are employed the rates and conditions prescribed by this appendix shall apply. Provided that where rates and conditions (other than those covered in lieu of the rates and conditions prescribed by the Determination in the clauses of this appendix) are contained in the Determination, such rates and conditions where applicable shall apply.

Proportion of Juniors.

(1) In or about any sporting goods making factory the number of junior males employed at less than rates for adult males may equal but shall not exceed one and a half times the number of males employed there at wage rates for adult males and the number of junior females employed at less than rates for adult females may equal but shall not exceed one and a half times the number of females employed there at wage rates for adult females.

Prohibited Occupations for Juniors (Male and Female).

(2) (i) Juniors shall not be employed in the following operations, except as assistants on bending and glueing machines, and as hereinafter provided:—

- (a) Operator of saws;
- (b) Operator of buzzer jointer, planer, glueing machines, shaper, belt sander, routing machines (except machines used for the grooving of the bows for the strings of all sporting goods made of wood);
- (c) Tennis, squash, or badminton rim bending, hockey "U" bending, lacrosse stick bending;
- (d) Setting up and grinding knives of any lathe;
- (e) Fitting as described in the marginal classifications but not including assembly;
- (f) Wood turning except on automatic and semi-automatic copying lathes and on small plugs for golf shafts;
- (g) In the event of new machines being introduced after the date of this Determination the question of whether the work is for juniors or adults shall be decided by the Local Branch of the Union and the employer concerned.

(ii) Females shall not be employed on any plywood and veneer work other than:—

- (a) Branding of sporting goods made of wood;
- (b) Operating string or cord binding machines;
- (c) Any operation in the finishing department with the exception of racket (a) stringing. For the purpose of this sub-clause work in the finishing department comprises painting and/or lacquering and all operations subsequent thereto;
- (d) Operating spray gun but not with filler or other heavy material.

Conditions of Training Juniors.

(3) (a) Nothing in this clause shall prevent the instruction and tuition of any junior over the age of eighteen years in sawing or machining, or in the use of at least three of the following machines:—

Shaper, general joiner, Boults carver, buzzer, moulding, planing, Lindemann gluer and joiner, tenoning jointer, and wood-turning machines; and in the setting up and grinding of knives and cutters for those machines in which he is instructed, taught, and practised, provided that any such group shall include at least one of the following:—
Shaper, general joiner, Boults carver, buzzer (using other than straight irons), Lindemann gluer and joiner, or wood-turner.

(b) Sawyers.—Instruction, teaching, and practice in the work ordinarily and usually done at a saw-mill, and in the work of setting and sharpening saws.

(c) Saw doctors.—Instruction, teaching, and practice in repairing and putting saws in perfect order, and saw hammering. Provided that such course of instruction and tuition shall not exceed twelve months and shall be under the supervision of a qualified journeyman at all times.

If such junior be employed after the conclusion of his term of instruction and tuition to fill the place of a sawyer or machinist who is absent from work he shall be paid the full adult wage for that class of work.

The proportion of such juniors receiving this course of instruction shall not exceed one to four adult sawyers and/or machinists.

Apprentices.

(4) (a) The employer may employ one apprentice to each three journeymen employed by him on machines within the factory.

(b) The wages and conditions of apprentices shall be those set out in clauses 3 and 20 of the Determination.

Public Holidays.

(5) (a) All weekly wage employees shall be granted the following holidays without deduction of pay:—

The days observed as New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, King's Birthday, Christmas Day, and Boxing Day.

Provided that in the Metropolitan Area of Melbourne, Melbourne Cup Day may be observed as a holiday in lieu of King's Birthday.

(b) If any of the above holidays occur on a Sunday or a Saturday, and are not observed on any other day, then the employees shall not be paid for such Sunday, and shall be paid for such Saturday of a working day as for a half-day, but not otherwise: provided that if the employee is a shift worker, working a full day on Saturday he shall be paid for the full day.

(c) Any employee absenting himself from work on any portion of the working day preceding or following a holiday provided for in this clause without reasonable excuse or without permission from his employer shall not be entitled to payment for such holiday.

(d) Shift workers may be required to work until the completion of their shifts on holidays without the payment of holiday rates provided they are not required to work on the night shift commencing on a holiday. Where a holiday prescribed by this Determination is observed on a Monday, shift workers may be given time off on the shift commencing on the Sunday night preceding a holiday, and in such event shall be required to work on the usual night shift commencing on the holiday, without additional pay.

(e) Notwithstanding anything to the contrary contained in this Determination, if any employer shall give to any employee a notice of termination of engagement expiring or taking effect as a dismissal within seven days of the date on which any of the said holidays fall or are observed, such employer shall pay to the employee so dismissed a day's pay for each such holiday falling or being observed within seven days of the termination of the engagement, unless the engagement is determined by the employer by reason of the mis-conduct of the employee: provided that this sub-clause shall not apply to any employee who at the date of expiration of such notice shall not have been employed by the employer concerned for at least 80 per cent. of the ordinary working time of the three consecutive weeks immediately preceding the expiration of such notice. Provided further that when any holiday is observed on a non-working day, the employee concerned shall not be entitled to payment for such holiday.

(f) Any employee who is employed on any holiday provided for in this clause shall for all time worked on that day be paid at the rate of double time.

PERIODICAL ADJUSTMENT OF WAGES.

39. The wages rates, set out in clause 2, are based upon the following basic wage rates, and, pursuant to the provisions of section 21 of the *Factories and Shops Act 1934*, the Board determines that such rates shall be automatically adjusted as prescribed by clause 40.

Table "A."

Place.	Needs Basic Wage Adjustable.		Loading Constant.	Total Basic Wage.		Index Number Set Assigned.
	£	s. d.		£	s. d.	
Within 20 miles of G.P.O., Melbourne	6	14 0	6 0	7	0 0	Melbourne
Within 10 miles of G.P.O., Geelong, or at Warrnambool—same as contemporaneous basic wage for Melbourne						
Mildura and Gippsland Districts—same as contemporaneous basic wage for Melbourne						
Yallourn—until further order the same amount in excess of Melbourne as at present, viz., 6s. 6d. per week						
Elsewhere in the State—3s. less than the contemporaneous basic wage for Melbourne						

ADJUSTMENT OF BASIC WAGE.

40. (a) For the purposes of this Determination, the expression "Commonwealth Statistician's 'all items' retail price index numbers" or any like expression means the numbers stated to be such index numbers in any document purporting, and not proved to be wrongly so purporting, to be printed by the Commonwealth Government Printer or to be signed by or on behalf of the Commonwealth Statistician.

(b) Until the beginning of the first pay period to commence in November, 1950, the amounts of the Basic Wage shall be as prescribed in clause 39.

(c) During each future successive period beginning with the first pay period to commence in a November, a February, a May, or an August, the amounts of the needs basic wage shall be adjusted by the following method, namely, by multiplying the last published Commonwealth Statistician's "all items" retail price index number by the factor .087 taken to one place of decimals, the resultant whole number being the amount of the basic wage expressed in shillings, but should the decimal number reach .5 or more the basic wage shall be taken to the next higher shilling.

P. A. RANGLES, J.P., Chairman.

J. V. WILLOX, Secretary.

Melbourne, 12th September, 1950.