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[1956

Labour and Industry Acts.

DETERMINATION OF THE SHEARING INDUSTRY BOARD.

NOTE.—This Determination applies within the whole of the State of Victoria.

IN accordance with the provisions of the Labour and Industry Acts, the Wages Board appointed "for persons employed at or in connexion with the shearing or crutching of sheep"; has made the following determination, namely:—

1. This determination shall come into force and be operative as from the beginning of the first pay period to commence on or after the 26th July, 1956.

RATES FOR SHEARERS.

2. The minimum rates to be paid to employees for shearing shall be—

(a) If rations "not found":—

- | | £ s. d. |
|--|---------|
| (i) For flock sheep (wethers, ewes, and lambs), machine per 100 | 7 9 6 |
| (ii) For rams (other than special stud rams) and ram stags—double the rate for flock sheep | |
| (iii) For stud ewes and their lambs—one and a quarter times the rate for flock sheep | |
| (iv) For double-fleeced sheep—one and one-third times the rate prescribed appropriate to the class of sheep. | |
| (v) For hand shearing $7\frac{1}{2}$ per cent. additional, to the rate for each class of sheep. | |
| (vi) If a shearer is required to use stud combs he shall be paid 25 per cent. additional to the rate for each class of sheep | |
| (vii) For special studs as specially agreed, but so that if the engagement be per day, the rate shall not be less than £4 7s. 9d. per day with cook and rations and shearing requisites "found". | |

(b) If rations "found"—the rates prescribed in sub-clause (a) less £4 10s. 4d. per week.

(c) For the purposes of this clause:—

- "Rams" means rams over six months old.
- "Ram stags" means rams which have been castrated after they have attained eighteen months.
- "Stud ewes" means ewes from which rams are bred for sale or station use.
- "Double fleeced" means a sheep carrying two years' fleece.

RATES FOR CRUTCHING.

3. The minimum rates for crutching, wiggling or ringing at sheds shall, for employees other than station hands, be:—

(a) If rations "not found"—piecework rates—

- | | Per 100
£ s. d. |
|--|--------------------|
| (i) For crutching between the legs, that is, shearing on those parts of the legs which face each other and on the inner half on the backs of the legs, with one blow on the end of the tail if required | 1 9 10 |
| (ii) For full crutching, that is, shearing between the legs, the inside and back parts of the legs, the tail, giving two blows around and above the tail, and in addition, when required, removing wool which has been struck by blowfly | 2 3 2 |

	Per 100
	£ s. d.
(iii) For wiggling or ringing	0 16 9
(iv) For either wiggling or ringing in addition to crutching—crutching rates plus ..	0 4 7
(v) For wiggling and ringing	1 6 10
(vi) For wiggling and ringing in addition to crutching—crutching rates plus ..	0 7 1
(vii) For cleaning the belly of any ewe above the teats (not more than two blows of the machine or shears)—crutching rates plus	0 3 10
(viii) For rams and ram stags—double the rates prescribed in paragraphs (i) to (vi) ..	
(ix) For stud ewes and their lambs—one and a quarter of the rates prescribed in paragraphs (i) to (vii) ..	
(x) For the purpose of this clause "rams", "ram stags", and "stud ewes" shall have the meanings given to them respectively in sub-clause (c) of clause 2 of this determination	
(b) If rations "found"—	
(i) Piecework rate—the rates prescribed in sub-clause (a) hereof less £4 10s. 4d. per week	
(ii) Daily rate—£4 7s. 9d. per day.	

RATES FOR SHED HANDS.

4. (a) The minimum rates to be paid to employees for acting as shed hands and generally useful hands at the shearing or crutching shall be:—

(i) "Not found"—

	£ s. d.
For adults	21 4 2
For juniors—	
20 years of age	19 7 2
19 years of age	18 11 7
18 years of age	15 13 3
Under 18 years of age	14 10 11

(ii) "Found"—The rates prescribed in paragraph (i) hereof less £4 10s. 4d. per week.

(b) For overtime—At time and a half for the first two hours and double time thereafter.

RATES FOR WOOL PRESSERS.

5. (a) The minimum piecework rates to be paid to employees for wool pressing at shearing sheds shall be:—

(i) If rations "not found"—

(1) For pressing greasy wool, if any of the following presses be used:—Adelaide Box No. 1, Donald (two men); Ferrier's; Koertz Selector; Koertz Selector No. 2; Koertz Squatter; Premier; Rack and Pinion; Robinson Screw; Ronaldson Tippet "A"—

	Per cwt.	Per Bale.
	s. d.	s. d.
By hand	2 10	8 5½
By power	1 10½	5 7½

If any other press be used, 1½d. per cwt. or 4d. per bale extra.

(2) For weighing and branding bales. 5d. per bale extra.

(3) For stacking bales—an additional rate to be mutually agreed upon having regard to the distance the bales have to be removed.

Provided that if the total sum which the wool presser would receive under the rates amount to less than £22 17s. 4d. per week of the employment the employer shall pay the deficiency to the employee.

(ii) If rations "found"—the rates above-mentioned less £4 10s. 4d. per week.

(b) (i) The weights mentioned are the net weights of the wool.

(ii) Wool pressers engaged at piecework rates shall for all wool pressed by them be paid wholly per bale or wholly per cwt. and shall as to greasy wool paid per cwt. be paid as for an average of 2½ cwt. per bale if the bales pressed average less than that weight.

(c) The minimum rates to be paid to employees engaged for wool pressing at time work rates shall be £22 17s. 4d. "not found" or £18 7s. if "found".

RATES FOR COOKS.

6. (a) The minimum rates to be paid to employees for acting as cook in connexion with shearing or crutching operations shall be £1 19s. 2d. per week "found" for every man excepting himself for whom the employee cooks, but, if the total amount which the cook would receive under this sub-clause for the term of his employment amounts to less than £25 9s. 4d. per week "found" for himself after paying the necessary offside, the employer shall pay the deficiency to the employee.

(b) Where a separate table is kept for the staff and the cook or his offside has to take the meals to such table, for each man of the separate table for whom the employee cooks he shall receive an additional payment per week of one-quarter of the rate per man prescribed.

(c) This clause shall not apply to domestic cooks who cook for six employees or less nor to cooks who cook for station hands only.

WOOL PRESSER AND SHED HAND (COMBINED DUTIES).

7. When an employee has mixed functions (e.g. as wool presser and shed hand), he shall be treated, for the purposes of calculating his pay, as if he were employed only to perform such of his functions as carry the higher minimum rate under this determination. For the purpose of this clause, the functions of weighing, branding and stacking and carrying wool to the press shall be treated as functions of shed hands.

7A. Rates for employees ordinarily employed on the property whilst engaged at work covered by this Determination. Notwithstanding the rates prescribed in clauses 2, 3, 4, 5, 6, and 7 hereof, an employee who is ordinarily employed on the property shall be paid for work done under this determination at the rate prescribed by the determination under which he is ordinarily employed. Provided that if such work is performed at the general shearing or crutching operations the rates prescribed in the said clauses 2, 3, 4, 5, 6, and 7 shall apply.

HOURS OF WORK AND OVERTIME OF SHEARING EMPLOYEES.

8. (a) *Shearers and Crutchers.*—(i) Subject to sub-clause (ii) hereof the ordinary working hours of shearers and crutchers shall be 40 per week, and shall be worked in two-hour runs between the hours of 7.30 a.m. and 9.30 a.m., 10 a.m. and noon, 1 p.m. and 3 p.m., 3.30 p.m. and 5.30 p.m. on Monday to Friday inclusive or such other hours, not exceeding eight on any day from Monday to Friday inclusive, as may be agreed between the employer and a majority of the shearers or crutchers at any particular shed. Provided that in the event of the majority of the shearers or crutchers failing to agree to the substitution of some other hours in place of such ordinary working hours, for the purpose of ensuring against a failure of sufficient daylight to complete the eight hours of the working time during the months of May, June, July and August on working days, the employer may, after informing the employees on each occasion of his intention so to do and of the extent of the advancement, advance the clock to an extent not exceeding one half-hour in a day, whereupon the hours of the runs shall be taken from the clock so advanced so that the length of each run shall be of two hours as above prescribed.

(ii) But—

- (a) where the tail end of a mob of ewes with lambs or unweaned lambs are in the pens at 5.30 p.m. on Friday awaiting shearing (or crutching) the shearing (or crutching) may, at the option of the employer, be continued for not more than half an hour, but so far only as may be necessary for the purpose of shearing (or crutching) the said ewes and/or lambs;
 - (b) if not more than three sheep per man are left in the pens at 5.30 p.m. on Friday they may, at the option of the employer, be shorn (or crutched) then for the purpose of cutting out a particular flock;
 - (c) if on the day of the cut-out there remain in the pens after the last run of the day such number of sheep as could be ordinarily shorn (or crutched) in 30 minutes, the shearing (or crutching), at the option of the employer, may be continued until such sheep are shorn (or crutched).
- (iii) A signal shall be given three minutes (one minute in the case of crutching) before the end of each run and no shearer (or crutcher) shall catch another sheep during that run after such a signal has been given.
- (iv) The employee shall finish the shearing (or crutching) of any sheep he is shearing (or crutching) at the end of each run.

(b) *Shed Hands and Wool Presser-shed Hands.*—(i) The working hours of a shed hand or of a wool presser and shed hand (combined duties) will be the same as the working hours of the shearers or crutchers with such additional time each day as may be necessary to finish the picking up, the rolling of fleeces, the picking of the pieces on the tables and to sweep the floor of the shed and such additional time after the cessation of shearing or crutching on Friday and on the day of the cut-out as may be necessary to do the work above-mentioned and to wash down the floor of the shed and the wool tables and to put away any wool that is underneath and in addition in the case of wool presser and shed hand (combined duties) such additional time as may be necessary on the day of the cut-out to finish the pressing.

(ii) If on any day, except the day of the cut-out, the additional time exceeds a total of thirty minutes, the whole of the additional time on that day shall be treated as overtime.

(iii) Overtime shall be paid for at the rate of time and a half.

(iv) Penners-up shall work without overtime payment such time additional to the working hours of the shearers or crutchers as may be necessary to keep the shearers or crutchers supplied with sheep.

(c) *Time Work Wool Presser.*—(i) The ordinary working hours of a time work wool presser will be the same as the working hours of the shearers or crutchers with such additional time on the day of the cut-out as may be necessary to finish off the pressing.

(ii) For any time worked in excess of ordinary working hours payment shall be made at the rate of time and a half.

(d) *Wool Presser on Piecework Working After Hours.*—Notwithstanding anything contained in this determination the pressers on piecework shall be allowed to work such additional hours as may be necessary to keep the shed clear from wool.

ENGAGEMENT AND CONTRACTS OF SHEARERS, ETC.

9. (a) (i) Except in the case of a cook who is to work solely for "not found" employees, the engagement of any employee to do any work in shearing or crutching operations for which rates are prescribed in this Determination shall be made by a written agreement to be signed by or on behalf of the employer and the employee before work under the engagement begins.

(ii) Employees may be required to sign agreements in accordance with this determination at any time prior to the commencement of the work. If a copy of the agreement is not subject by any law to any stamp or other duty or tax, the employer shall, free of charge, provide the employee so signing with a copy thereof.

(iii) The terms and conditions to be embodied in the agreement entered into in pursuance of sub-clause (i) hereof shall be as set forth in the appropriate form in Schedule "A" of this determination and in accordance therewith.

(iv) Where an agreement in pursuance of sub-clause (i) hereof is entered into, the employer and employee shall fulfil its terms, and failure to fulfil any of its terms shall be a breach of this determination, but this clause shall not prejudicially affect the ordinary civil rights and remedies of the employer and employee in respect of any breach of contract.

(v) The minimum rates to be paid by employers to employees under any such agreement shall be those prescribed in this determination.

(vi) In all agreements of employment the maximum number of sheep specified shall not exceed the minimum number specified by more than one-fourth of the minimum specified.

(vii) "Crutching" includes all the operations for which rates are proscribed in clause 3 of this determination and the meanings of the words "crutch", "crutcher", and "crutched" are similarly extended.

Employee engaged for Run of Sheds.

(b) When an employee, who has agreed with the one employer to work at a number of sheds successively in connexion with shearing or crutching operations, fails to present himself for work at one of the sheds by noon of the day on which he is to start work or abandons his work or commits any other breach of his agreement in respect of work at such shed, such as entitles the employer to determine his employment there, the employer may select to determine his employment and to treat all agreements for the sheds not yet worked as being no longer binding upon the employer. Provided that if the employer does so elect he must do so forthwith and if the whereabouts of the employee are known to him must promptly notify the employee of such election.

Engagement of Shed Hand or Wool Presser-Shed Hand.

(c) When any contractor or employer agrees with a person to employ him as a shed hand or wool presser and shed hand (combined duties) to commence work at a shed on a specified date and such person attends the shed on that date and is then ready, willing and able to work as aforesaid he shall be paid by such contractor or employer at the rates herein prescribed for a shed hand or a wool presser and shed hand (combined duties) as the case may be from such specified date until the date upon which shearing commences provided that he shall, during such period, work as a generally useful hand in or about the shed if required to do so by the employer.

Employment of Learners.

(d) Herein "learner" means a shearer or intending shearer who has not yet shorn five thousand sheep. Of every five stands used at shearing operations and in shearing operations where four stands only are used, one at least shall be given to or reserved for a learner. Provided that a learner who starts in a shed as a learner may continue to be regarded as a learner under this clause for a run of sheds, although he becomes a shearer, not a learner, before the run of sheds is completed.

It shall be obligatory upon such learner to produce to his employer or intended employer, or his authorized representative, if and when required, a certificate in the following form, showing the number of sheep he has shorn.

LEARNER'S CERTIFICATE.

To be presented at each shearing.

Issued to _____

Home Address _____

Date of issue of certificate Age

Date.	Station.	Total Sheep Shorn.	Average Tally per Day (Whole Days.)	Signature of Owner or Manager or Shed Overseer.	Signature of Learner.	Total Sheep Shorn Prior to Issue of this Certificate.

Provided that the earnings of a learner employed in a shed of four or more stands shall be not less than the earnings to which he would have been entitled had he been employed for the same period as an adult shed hand.

Provided further, that the foregoing obligation upon the employer to make such guaranteed payment shall only apply to one specified learner where four stands only are used and to one specified learner in every five stands used where five or more stands are used at the shearing. The agreement of such specified learner shall at the time it is signed be endorsed "learner"

The provisions of this clause shall not apply to stud shearings.

Lads.

10. (a) No lad under the age of sixteen years shall be employed in any capacity in or in connexion with shearing operations unless working with his father.

(b) The number of shed hands and generally useful hands to be paid junior rates at shearing operations must not exceed the following:—

One in a total number of four or less shed hands and generally useful hands employed.

Two in a total number of not less than five or more than seven.

Three in total number of not less than eight nor more than eleven and so on with higher totals.

Provided that juniors who are *bona fide* students at a recognized technical college and are, during the course of their studies, employed only in the wool room as shed hands or generally useful hands shall for the purpose of this sub-clause be reckoned as if paid the rates for adults, although in fact not so paid.

ADDITIONAL RATES FOR WORK ON PUBLIC HOLIDAYS.

11. (a) Notwithstanding anything herein or in the schedule hereto contained, all work performed by employees on New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day or such other days as may be by Act of Parliament or Proclamation substituted in lieu of such days shall be paid for at double rates.

(b) For the purposes of this clause double rates shall mean—

(i) where the rate of wages is a weekly rate (except in the case of cooks)—an amount at the rate per hour of one-fortieth of the weekly rate for any work performed on any of the above-mentioned days, in addition to the week's wages;

(ii) where the rate of wages is a piecework rate—an amount equal to twice the piecework rate for any work performed on any of such days.

Provided that

(iii) cooks shall receive a payment of one-seventh of their weekly rate for any work performed on any of the above-mentioned days, in addition to the week's wages.

SMOKE-ON LUNCHEES.

12. (a) Where the shearing shed is within 250 yards walking distance from the kitchen, smoke-on lunches shall be carried to the shed by the cook or the offsider.

(b) Where the shearing shed is 250 yards or more walking distance from the kitchen the cook shall not be required to carry smoke-on lunches to the shed except:—

(i) where an offsider is employed; or

(ii) in the case of a cook of a mess of ten men or less.

BARROWING.

13. No employer shall permit "barrowing" during smoke-ohs or meal hours if it interferes in any way with the smoke-oh or meal hours of any member of the union, other than the "barrower".

TRANSPORT TO AND FROM SHED.

14. (a) In all cases where the shearing shed is one half-mile or more walking distance from the employees' huts, the employer shall provide transport from the huts to the shed and from the shed to the huts.

(b) Provided that in all cases where the shearing shed is one-quarter mile or more walking distance from employees' huts, the employer shall provide transport from the sheds to the huts and from the huts to the sheds for the midday meal.

ACCOMMODATION.

15. Where the *Shearers' Accommodation Act 1949* and any amendments which may be made thereto from time to time do not apply, the employer shall:—

- (a) Where he does not arrange accommodation for the employee on his premises and does not arrange for accommodation for the employee to be supplied elsewhere at his expense and the employee is consequently forced to obtain and pay for accommodation elsewhere, pay to the employee an allowance at the rate of 6s. per day for each complete day during the employee's engagement upon which the employee is so forced to obtain and pay for accommodation.
- (b) Where he is unable to provide accommodation for the employee on his premises, where the distance is one-half mile or more walking distance between the employee's place of accommodation and the shed, provide or pay for the transport of the employee between the place of accommodation and the shed.
- (c) Where the time taken in journeying between the place of accommodation and the shed exceeds, in the total for the day, one hour, pay the employee an allowance for travelling time for such excess time at the rate of 5s. per hour in the case of an adult employee and the rate of 4s. per hour in the case of an employee under 21 years of age.

MESS AND COOK.

16. "Found" Employees:

- (a) The employer shall, during the term of the employment, provide the employees engaged at "found" rates with good and sufficient rations cooked by a competent cook.

"Not Found" Employees:

- (b) The employees at a shearing or crutching engaged at "not found" rates shall:—

- (i) Provide their own rations in a joint mess with those "found", or
- (ii) they may, by agreement with the employer, provide their own cook and rations.

Provided that the employer shall have the right to supply a sufficient quantity of rations of good quality to start the mess and such rations shall be accepted and paid for by the mess.

Where there is a Joint Mess:

- (c) (i) The employer shall engage a cook for the mess at rates and on terms not less advantageous to the cook than those prescribed by this determination.
- (ii) The rations provided by the employer for the employees to be "found" by him will be on the same scale as to quantity as the rations provided for those not to be so "found".
- (iii) A majority of the "not found" members of the mess, after a cook engaged by the employer has cooked for the mess for not less than two days, may request the employer to discharge the cook and the employer shall thereupon discharge him.
- (iv) In the event of the employer finding it not possible to secure a cook for the start of the shearing or the said cook leaving or being discharged for any cause during the shearing or crutching operations, the employees shall not be entitled to any compensation in respect thereof, but in such event the employer shall immediately make every endeavour to secure a cook to fill such vacancy.
- (v) The employer shall be entitled to charge to each "not found" employee the amount of his share of the wages actually payable to the cook, provided that the employee shall not be charged an amount in excess of the rate per week per man prescribed by clause 6 of this determination.

For the purposes of this clause the term "employees at the shearing or crutching" shall include all shearers, crutchers, wool pressers, and shed hands and, at the option of the employer and employee concerned, shall include the overseer, woolclasser, expert, grinder, engine driver or other persons, although their meals are, by direction of the employer or of the overseer, to be served in a separate room.

IN THE CASE OF A JOINT MESS OR OF A "NOT FOUND" MESS.

17. (a) If the employer supplies rations and shearers' requisites, he shall post in a conspicuous place his price list thereof. The price to be charged shall not exceed the cost price with 7½ per cent. added except in the case of combs or cutters or meat and with carriage added except in the case of meat. The price of meat shall be 1s. per lb.

When suitable ration sheep are not available and the employer has to purchase ration sheep or meat in order to supply meat to the mess he shall be entitled to charge to the mess the actual cost price of the meat supplied.

(b) The employer shall provide the cook with a passbook and have correctly entered therein, on each occasion of supplying, the particulars and prices of rations supplied by him and the dates when the several members of the mess are respectively engaged and discharged.

(c) Where rations are obtained elsewhere than at the station store, the employer shall pay the price on written order or orders given to him by members of the mess, or by any person authorized by them to give the order, and will debit the mess account with the price and at the end of shearing debit the members of the mess with their respective shares.

(d) If the employer discharges a "not found" member of the mess who had not to his credit a sufficient sum to satisfy what is due by him to the mess account, the employer will make up the deficiency, except so far as the employee's share of the mess account has been increased by goods purchased elsewhere than from the employer.

DESIGN AND EQUIPMENT OF SHEDS.

18. (a) A minimum space of five feet shall be provided for each shearers or crutcher on the board.

Where sheep have to be usually taken more than ten feet from the centre of the pen gate to a point one foot directly in front of the perpendicular tube of the stand, an allowance at a rate to be mutually agreed upon between the employer and the employee shall be paid to the employee.

(b) The employer will provide all the shearing machines required and suitable machinery in good order and competent and sufficient persons to keep the machines in order and to work the machinery. The employee will exercise proper care in the use and handling of shearing machines.

(c) For every thirty-five shearers (or crutchers), where machines are used, one grinder at least shall be employed.

(d) For every six or fewer hand shearers (or crutchers) employed, the employer shall provide one grindstone at least.

BREAKDOWN OF MACHINERY: ALLOWANCE FOR DELAYS AND TERMINATION OF AGREEMENTS.

19. (a) Where a shearers or crutcher or piecework wool presser is stopped from working through a breakage or failure of machinery, except from any cause over which the employer has not any control, and the total period of all such stoppages which occur in any one week exceeds two hours' working time, the employer shall pay to the employee an allowance at the rate of £4 6s. 3d. per day in the case of "not found" employees and at the rate of £3 8s. 8d. per day in the case of "found" employees for every day or part of a day beyond two hours of working time in any one week as long as there are sheep fit to shear.

But the employer may on or after the expiration of one week from the beginning of the stoppage (unless in the meantime the agreement be terminated by mutual consent) terminate his agreement with the employee of his own will.

(b) In the case of a cook or a shed hand or a time work wool presser or a wool presser and shed hand (combined duties) if the shearing or crutching operations come to an end because of a breakdown or failure of machinery or other cause the employer may, on or after the expiration of one week from the beginning of the stoppage, terminate the agreement of his own will.

USE OF CERTAIN COMBS PROHIBITED.

20. No shearer or crutcher shall use nor shall the employer permit him to use :—

- (a) any comb wider than $2\frac{1}{4}$ inches between the points of the outside teeth; nor
- (b) any comb having the bottom tooth bent outwards; nor
- (c) any comb having the bottom tooth projecting beyond the centre teeth, except in the case of a convex or a concave comb where no tooth shall project more than one-sixteenth of an inch beyond the shortest tooth except the top tooth; nor
- (d) any comb on which the runners of the outside teeth protrude one-sixteenth of an inch or more below the runners of the other teeth.

For the purpose of measuring the combs as specified in sub-clause (d) hereof the comb shall be laid on its back on a flat surface.

PRICES FOR COMBS AND CUTTERS.

21. An employer shall not be under any obligation to supply combs and cutters. Where he does supply combs and cutters he shall post in a conspicuous place his price list thereof and shall not charge more than their cost price with carriage added.

ALLOTMENT OF STANDS.

22. Before work is commenced at a shearing or crutching, lots shall be drawn for the stands and the employees shall abide by the result of the drawing.

WORKING REGULATIONS FOR SHEARERS AND CRUTCHERS.

23. (a) While his pen is being filled no shearer or crutcher shall catch any sheep therefrom, but shall catch from such pen as the overseer may direct. No shearer or crutcher shall catch any sheep or bring one on to the board after the signal to cease work. The overseer shall not permit any breach of this sub-clause.

(b) The sheep shall be taken carefully by the employee from the pen to the board.

(c) In shearing—

- (i) the employee shall take off the belly wool first and lay it aside, and, when required by the employer, the employee shall shear over the tail when shearing the first side.
- (ii) in opening the fleece at the neck and belly, the machine or (if shears are used) both blades of the shears will be kept under the wool and close to the skin, so as to avoid twice cutting and the employee will not run the machine or shears through the fleece so as to break it down the centre or the back.

INJURIES TO SHEEP.

24. (a) If a shearer or crutcher badly cut a sheep or if a sheep be insufficiently dressed the employee will at once sew and treat the cut or dress the sheep as directed by the overseer; but in other cases the employee shall not be required to treat the sheep.

(b) (i) The employee shall not kick, kneel upon or otherwise injure or ill-use any sheep.

(ii) If he seriously injures any sheep or cut the teat or the vulva of any ewe or the pizzle of any ram or wether, the sheep will at the option of the employer—

- (a) be kept by the employer; or
- (b) if fit for food, be charged to the mess account at the mess rate; or
- (c) be charged to the employee at the average per sheep mess rate (if any) or at such rate as may be mutually agreed.

(iii) If the employee is charged with the sheep it will thereupon become his property, unless the damage to the sheep is wilfully done, in which case the sheep will not become his property, even if he is charged with it.

(iv) The employee shall immediately report the fact of the injury or cut to the person in charge of the shed and if he fails so to report he may be charged in addition to any of the foregoing charges a further amount of 10s. in respect of each sheep concerned.

YARDING SHEEP FOR SHEARING.

25. At shearing operations the employer shall, unless prevented by fire, flood, drought or any unforeseen cause, yard the sheep for shearing at least four hours before the time of their being shorn so as to overcome any fullness or sweat wet in such sheep and the employee shall thereupon shear such sheep with all reasonable despatch and without any delay whatsoever.

This clause shall not apply in the case of—

- (a) ewes within two months of lambing.
- (b) ewes with lambs up to three months old.
- (c) sheep which have previously been yarded for shearing but have been turned out because they are too wet to shear.

WITHDRAWAL OF SHEEP.

26. The employer may temporarily withhold or withdraw sheep which have been put under cover when circumstances render such withdrawal necessary to prevent death or injury to sheep or lambs, or the starving of sheep or lambs, without responsibility for any resultant delay.

POSTING OF TALLIES.

27. (a) The employer shall cause the total tally of each day of the shearers or crutchers to be posted on or before the next day, on a tally board in the shed and will daily supply to each shearer or crutcher, in writing, his tally for the day.

(b) The employer shall either supply the piecework presser each morning with a correct written statement of the amount of wool pressed on the previous day or else will allow the employee access at all convenient times to the books showing the amount of wool pressed.

PAYMENT OF WAGES.

28. (a) At the commencement of shearing, the employer or his agent shall appoint a certain day upon which he shall in each and every week, if so required, pay to the employee, or on the employee's order, the amount due over and above one week's earnings.

(b) The employer shall also pay at any time on the order of the employee any obligatory contributions or charitable donations out of the amount for the time being due to the employee up to the limit aforesaid.

Provided that the employer shall not be required to make payment in respect of any such order which may be presented to him less than twenty-four hours prior to the cut-out.

(c) Any cheque given by the employer to the employee will be drawn on a local bank or the exchange will be added.

(d) The employer shall render to the employee a detailed statement of his account up to date on the day before the completion of the shearing or crutching.

(e) If the employee leave or be discharged before the completion of the operations, the employer shall, within two hours' working time of such leaving or dismissal, pay him all moneys due to him, and if the employer keep the employee waiting at or about the station or place of work for such payment for a time exceeding such two hours, the employer shall pay him for such excess time at the rate of £4 6s. 3d. per day if "not found" or at the rate of £3 8s. 8d. per day if "found"; but this sub-clause shall not affect any proceeding for breach of determination in respect of non-payment of such moneys.

(f) The employer shall have the employees' accounts prepared and shall commence making payments within three hours (excluding the ordinary breaks between runs) of the cut-out (or within four hours of the cut-out if the cut-out occurs in the last run of the day) and shall complete the payments with reasonable despatch. For all time between the cut-out and the commencement of making payments in excess of such three hours (or four hours as the case may be), the employer shall pay the employee at the rate of £4 6s. 3d. per day if "not found" and, if "found", at the rate of £3 8s. 8d.

Provided that a time worker who receives a full day's pay for the day of the cut-out shall not be entitled to the extra rate for any period of delay which falls within the ordinary working hours on the day of the cut-out.

For the purpose of this clause "cut-out" means the completion of the shearing (or crutching) of the last sheep shorn (or crutched).

WET SHEEP.

29. (a) The employer need not pen sheep for shearing (or crutching) which in his honest opinion are too wet for shearing (or crutching).

(b) The employee may refuse to shear sheep (or crutch or dag or drench sheep as the case may be):—

- (i) if the overseer and the shed representative agree that the sheep are too wet to shear (or crutch or dag or drench as the case may be); or
- (ii) if in his honest opinion, the sheep are so wet as to be likely to injure his health and he informs the overseer to that effect; or
- (iii) if in the honest opinion of a majority of the shearers (or crutchers) by vote on a secret ballot it is determined that the sheep are too wet to shear (or crutch) and if under the rules of The Australian Workers' Union it is his duty not to shear (or crutch) after such a determination. Provided further that the vote be not taken until after the shearers (or crutchers) have (if the overseer so request) shorn (or crutched) each two sheep and that the ballot papers be counted in the presence of the overseer (if he so request).

CANCEROUS, ETC., SHEEP.

30. (a) The employee may refuse to shear sheep (or crutch or dag or drench sheep as the case may be):—

- (i) if they are cancerous; or
- (ii) if they are actually suffering from scabby mouth; or
- (iii) if they are (unless properly treated with antiseptic) suffering from any offensive wound or sore other than from maggots; or
- (iv) if they are suffering from any disease communicable to the employee.

(b) The employer shall prevent from entering the shed—

- (i) any cancerous sheep; or
- (ii) (unless properly treated with antiseptic) any sheep that has an offensive wound or sore, other than from maggots;

and shall also prevent from entering the shed so far as is practicable—

- (iii) any sheep suffering from scabby mouth; or
- (iv) any sheep suffering from any disease communicable to the employee.

(c) Should any such affected sheep appear on the board the employee shall put it down the chute unshorn (uncrutched).

(d) The employer shall provide a suitable supply of soap and water at the shed for the use of employees for cleansing purposes during shearing or crutching operations.

SHEEP AFFECTED WITH PRICKLY PEAR.

31. The employee may refuse to shear or crutch, or to press the wool of, or to dag or drench, as the case may be, any sheep if they are affected with prickly pear, unless the employer provides the employee with such basil gloves and coverings as are necessary.

GENERAL CONDITIONS.

32. (a) The shearing or crutching and incidental operations shall be carried on under the direction of the employer or person in charge of the shed (in this determination called the overseer).

(b) The employer shall provide a suitable room or other place outside the kitchen or sleeping and other accommodation for the housing of the saddles, harness and cycles of the employees.

(c) (i) The employer shall allow to the employee free run for one horse, or, if 5,000 sheep or more are to be shorn, for two horses, but is not to be under any responsibility with regard to the horses. The employee shall not bring any stallions on to the property.

(ii) If the employee leaves or be discharged before completion of the shearing, the employer shall either have the employee's horses brought to the shed or provide him with a suitable horse to get them.

(iii) At the completion of the shearing the employer shall take all necessary steps to have all the horses of the employees yarded at the shed, but he is not to be under any responsibility with regard to the horses.

(d) The employer shall provide, for the use in the huts, a suitable disinfectant in sufficient quantity.

(e) The employer shall provide a proper and sufficient stock of the simpler kinds of medical and surgical remedies for sale to employees at cost price with carriage added and for bodily injury resulting to the employee from his work, the employer shall keep and provide free of charge the bandages and antiseptics reasonably necessary for treatment of the injury.

(f) The employer shall deliver to the employee with all reasonable expedition all letters and mail matter addressed to the employee.

(g) The employer shall keep in a conspicuous position in the shed (and likewise in the hut) a clock properly regulated to show the time.

(h) The employee shall conduct himself properly on the station and shall not bring or cause to be brought, or so far as he can help it, allow to be brought, any intoxicating liquor, or non-safety matches to the station.

ADJUSTMENT OF WAGES.

33. The wages rates set out in clauses 2, 3, 4, 5, and 6 of this determination are based upon the following basic wage group tables and, pursuant to the provisions of Section 33 of the *Labour and Industry Act 1953*, the Board hereby determines that such rates shall be automatically adjusted quarterly following any increase or decrease, as the case may be, in the basic wage ascertained in accordance with the Commonwealth Statistician's "C" series retail price index numbers set assigned for Melbourne when such increase or decrease is sufficient to move the basic wage, as so ascertained, into any other basic wage group of the said tables.

The rates for juniors shall be adjusted to the nearest penny at the same time as an adjustment is made to the rate prescribed in clause 4 (a) (i) for adults. The method to be adopted for such adjustment of junior rates shall be as follows:—

$$\frac{\text{Junior rate} \times \text{rate for adults after adjustment}}{\text{rate for adults before adjustment}}$$

BASIC WAGE GROUP TABLES.

Table "A"

(Original group 256s. to 260s.)

Shearing rates per 100, daily rate for shearing of special studs and daily crutching rate, and piecework rates for wool pressers.

Basic Wage Group.		Amounts of Addition or Deduction.			
For Addition.	For Deduction.	Shearing Flock Sheep.	Daily Rate for Shearing of Special Studs and Daily Crutching Rate.	Piecework Rate for Woolpressing.	
				Per cwt.	Per Bale.
		s. d.	s. d.	d.	d.
256s.—260s.	256s.—260s.	nil	nil	nil	nil
261s.—265s.	251s.—255s.	1 3	0 9	$\frac{1}{4}$	1
266s.—270s.	246s.—250s.	2 6	1 7	$\frac{1}{4}$	2
271s.—275s.	241s.—245s.	4 0	2 5	1	3
276s.—280s.	236s.—240s.	5 3	3 3	1 $\frac{1}{2}$	4 $\frac{1}{2}$

NOTE:—Any extension of this table shall be of the same construction as the table.

Table "B"

(Original group 256s. to 260s.)

Crutching rates per 100.

Basic Wage Group.		Amounts of Addition or Deduction.						
For Addition.	For Deduction.	Crutching Between the Legs Only.	All Other Crutching.	Wigging or Ringing.	Wigging or Ringing in Addition to Crutching.	Wigging and Ringing.	Wigging and Ringing in Addition to Crutching.	Cleaning the Belly of Ewes.
		s. d.	s. d.	d.	d.	s. d.	d.	d.
256s.—260s.	256s.—260s.	nil	nil	nil	nil	nil	nil	nil
261s.—265s.	251s.—255s.	0 4	0 4	2	1	4	1	nil
266s.—270s.	246s.—250s.	0 7	0 9	4	1	0 7	1	nil
271s.—275s.	241s.—245s.	0 10	1 1	6	2	0 10	2	1
276s.—280s.	236s.—240s.	1 1	1 5	8	2	1 1	3	1

NOTE:—Any extension of this table shall be of the same construction as the table.

Table "C"

(Original group 256s. to 260s.)

Cooks, Shed hands and Woolpressers.

Basic Wage Group.		Amounts of Addition or Deduction.		
For Addition.	For Deduction.	Cook per Man per Week.	Cooks (Weekly) Wage and Cooks Guaranteed Weekly Earnings.	Adult Shed Hands and Weekly Wage and Guaranteed Weekly Earning of Woolpressers.
		s. d.	s. d.	s. d.
256s.—260s.	256s.—260s.	nil	nil	nil
261s.—265s.	251s.—255s.	0 3	4 0	6 0
266s.—270s.	246s.—250s.	0 6	8 0	12 0
271s.—275s.	241s.—245s.	0 9	12 0	17 9
276s.—280s.	236s.—240s.	1 0	16 0	23 9

NOTE:—Any extension of this table shall be of the same construction as the table.

Table "D"

(Original Group 256s. to 260s.)

In determining the allowance to be made for cook and rations of shearers, crutchers, woolpressers and shed hands (irrespective of age) the basic amount to be deducted being the value of cook and rations adjusted by the following table shall be a uniform amount of £4 10s. 4d. per week.

Basic Wage Group.		Amount of Addition or Deduction.
For Addition.	For Deduction.	"Rations Found" for Shearers, Crutchers, Shed Hands, or Woolpressers
		Per Week.
		s. d.
256s.—260s.	256s.—260s.	nil
261s.—265s.	251s.—255s.	2 0
266s.—270s.	246s.—250s.	4 0
271s.—275s.	241s.—245s.	6 0
276s.—280s.	236s.—240s.	8 0

NOTE:—Any extension of this table shall be of the same construction as the table.

SCHEDULE "A"—AGREEMENTS.

The forms of agreement hereunder written where the employment is at a "station" shall apply to employment at a "shearing depot," such words being respectively substituted for the word "station" where that word occurs in the said form.

Agreement with Shearer.

This agreement is entered into between the parties upon the basis:

"Found"	} Strike out two of these lines.
"Not found" in a joint mess	
"Not found" in a separate mess	

Agreement made the day of 19..... between (hereinafter called "the employer") and (hereinafter called "the employee").

1. The employment under this agreement shall in all respects be carried out in accordance with the Determination of the Shearing Industry Board.

2. (a) The employee shall shear with all reasonable despatch and in a good and workmanlike manner all the sheep which the employer shall require him to shear at station, at the shearing beginning on the day of 19.....

(b) The employee will be at the station ready to begin work on the day of 19..... If he is not ready to begin by noon on that date the employer may treat him as having repudiated this agreement and shall not be bound to keep any pen open for him.

3. (a) The total number of sheep to be shorn at the shearing will not be less than (here specify minimum number) and not more than (here specify maximum number) including not more than studs and the maximum number of shearers to be employed shall not exceed (here specify number).

(b) Subject to this agreement the employer will be ready to commence shearing on the day of 19..... and will keep the employee fully supplied with sheep until the completion of the shearing.

But the employer shall not be bound to furnish the specified minimum number of sheep nor to be so ready nor to so keep the employee fully supplied if prevented therefrom by fire, flood, drought, strike or other cause unavoidable by him; provided, however, that the employer shall inform the employee, as soon as is reasonably possible, whether, and to what extent, he will be or is likely to be so prevented.

Provided also that where the employer is a contractor shearing (crutching) sheep under contract with an owner or his agent, the failure of the owner or his agent, except from a cause specified in the first proviso of this clause, to keep him supplied with sheep for shearing (crutching) shall not be deemed to be a cause unavoidable by the contractor.

4. (a) The employee will not absent himself from his work during the hours of work except in the case of his illness or except as hereinafter provided.

(b) He may be discharged by the employer for any breach of his agreement, or he may leave in consequence of accident, sickness, or other urgent necessity or with the permission of the employer.

Permission to leave for any reason not set out in this sub-clause will not be given to a shearer without the consent of the majority of shearers and wool pressers remaining.

(c) In case of leaving or discharge as aforesaid the employer will pay the employee in full to the extent of the work done by him after deducting any sums for which the employee is liable to the employer under this agreement (and, if the employee is "not found" after deducting in addition the determination weekly mess deduction per week, or any higher rate per week that the majority of the members "not found" of the mess remaining fix for his share of the mess to the date of leaving and the amount deducted shall after payment of the cook be placed to the credit of the mess account).

(d) When no other means of conveyance is available the employer shall provide transport free of cost for the employee in the case of serious illness or accident to the nearest hospital or medical assistance and in the case of discharge to the nearest mail route.

5. The employer will pay the employee at the following rates:—

(a) If "not found"—

(Insert appropriate rates as set out in clause 2 of this determination).

(b) If "found"—

An amount calculated at the "not found" rates less the sum of £4 10s 4d. per week for cook and rations.

(c) Payment for delays: Amounts payable under clauses 19 (a) and 28 of the determination for delays due to breakdown or failure of machinery and for delays in payment of wages shall be at the rate of £4 6s. 3d. per day if "not found" or £3 8s. 8d. per day if "found".

Agreement with Crutcher.

This agreement is entered into between the parties upon the basis:—

"Found"	} Strike out two of these lines.
"Not found" in a joint mess	
"Not found" in a separate mess	

Agreement made the day of 19..... between the (hereinafter called "the employer") and (hereinafter called "the employee").

1. The employment under this agreement shall in all respects be carried out in accordance with the Determination of the Shearing Industry Board.

2. (a) The employee shall crutch with all reasonable despatch and in a good and workmanlike manner all the sheep which the employer shall require him to crutch at station, at the crutching beginning on the day of 19.....

(b) The employee will be at the station ready to begin work on the day of 19..... If he is not ready to begin by noon on that date the employer may treat him as having repudiated this agreement and shall not be bound to keep any pen open for him.

3. (a) The total number of sheep to be crutched at the crutching will not be less than (here specify minimum number) and not more than (here specify maximum number) and the maximum number of crutchers to be employed shall not exceed (here specify number).

(b) Subject to this agreement, the employer will be ready to commence crutching on the day of 19..... and will keep the employee fully supplied with sheep until the completion of the crutching.

But the employer shall not be bound to furnish the specified minimum number of sheep nor to be so ready nor to so keep the employee fully supplied if prevented therefrom by fire, flood, drought, strike or other cause unavoidable by him; provided, however, that the employer shall inform the employee, as soon as reasonably possible, whether and to what extent, he will be or is likely to be so prevented.

Provided also that where the employer is a contractor shearing (crutching) sheep under contract with an owner or his agent, the failure of the owner or his agent, except from a cause specified in the first proviso of this clause, to keep him supplied with sheep for shearing (crutching) shall not be deemed to be a cause unavoidable by the contractor.

4. (a) The employee will not absent himself from his work during the hours of work except in the case of his illness or except as hereinafter provided,

(b) He may be discharged by the employer for any breach of his agreement, or he may leave in consequence of accident, sickness or other urgent necessity or with the permission of the employer.

Permission to leave for any reason not set out in this sub-clause will not be given to a crutcher without the consent of the majority of crutchers and wool pressers remaining.

(c) In case of leaving or discharge as aforesaid the employer will pay the employee in full to the extent of the work done by him after deducting any sums for which the employee is liable to the employer under this agreement (and, if the employee is "not found" after deducting in addition the determination weekly mess deduction per week, or any higher rate per week that the majority of the members "not found" of the mess remaining fix for his share of the mess to the date of leaving and the amount deducted shall after payment of the cook be placed to the credit of the mess account.)

(d) When no other means of conveyance is available the employer shall provide transport free of cost for the employee in the case of serious illness or accident to the nearest hospital or medical assistance and in the case of discharge to the nearest mail route.

5. The employer will pay the employee at the following rates:—

(a) If "not found"—

(Insert appropriate rates as set out in clause 3 of this determination.)

(b) If "found"—

An amount calculated at the "not found" rates less the sum £4 10s. 4d. per week for cook and rations.

(c) Payment for delays: Amounts payable under clauses 19 (a) and 28 of the determination for delays due to breakdown or failure of machinery and for delays in payment of wages shall be at the rate of £4 6s. 3d. per day if "not found" or £3 8s. 8d. per day if "found".

Agreement with Shed Hand.

This agreement is entered into between the parties upon the basis:—

"Found"
 "Not Found" } Strike out one of these lines.

Agreement made the day of 19....., between the
 (hereinafter called "the employer") and (hereinafter called "the employee").

1. The employment under this agreement shall in all respects be carried out in accordance with the Determination of the Shearing Industry Board.

2. (a) The employee agrees with the employer to work at station during the shearing beginning on the day of 19....., as a generally useful hand in or about the shed.

Provided that he shall work as a generally useful hand in or about the shed if required to do so by the employer during any intervals of shed operations or before shearing (or crutching) commences—if the start of shearing (or crutching) is delayed.

(b) The employee will be at the station ready to begin his work on the day of 19...... In the event of his not being ready to commence work by noon on that day the employer may treat him as having repudiated this agreement and may treat the employment as determined.

3. (a) The total number of sheep to be shorn at the shearing will not be less than (here specify minimum number) and not more than (here specify maximum number) and the maximum number of shearers to be employed shall not exceed (here specify number).

(b) Subject to this agreement the employer will be ready to commence operations on the day of 19...... But the employer shall not be bound to furnish the specified minimum number of sheep nor to be so ready if prevented therefrom by fire, flood, drought, strike, or other cause unavoidable by him: provided, however, that he shall inform the employee as soon as is reasonably possible whether and to what extent he will be or is likely to be so prevented.

Provided also that where the employer is a contractor shearing (crutching) sheep under contract with an owner or his agent, the failure of the owner or his agent, except from a cause specified in the first proviso of this clause, to keep him supplied with sheep for shearing (crutching) shall not be deemed to be a cause unavoidable by the contractor.

4. (a) The employee will not absent himself from his work during the hours of work except in the case of his illness or except as hereinafter provided.

(b) He may be discharged by the employer for any breach of his agreement, or he may leave in consequence of accident, sickness or other urgent necessity or with the permission of the employer.

(c) In case of leaving or discharge as aforesaid the employer will pay the employee in full to the extent of the work done by him after deducting any sums for which the employee is liable to the employer under this agreement (and, if the employee is "not found", after deducting in addition the determination weekly mess deduction per week, or any higher rate per week that the majority of the members "not found" of the mess remaining fix for his share of the mess to the date of leaving and the amount deducted shall after payment of the cook be placed to the credit of the mess account).

(d) When no other means of conveyance is available the employer shall provide transport free of cost for the employee in the case of serious illness or accident to the nearest hospital or medical assistance and in the case of discharge to the nearest mail route.

5. (a) The employer will pay to the employee wages at the following rate.

(b) The wages will be reckoned from the commencement of the day agreed upon for the starting of work if the employee is at the shed ready and willing and able to start work on that day, to the end of the day on which the employee finished his work.

(c) Payment for delays: Amounts payable under clause 28 of this determination for delays in payment of wages shall be at the rate of £4 6s. 3d. per day if "not found" or £3 8s. 8d. per day if "found".

Agreement with Wool Presser-Shed Hand (combined duties).

This agreement is entered into between the parties upon the basis:—

"Found"
 "Not Found" } Strike out one of these lines.

Agreement made the day of 19....., between the
 (hereinafter called "the employer") and (hereinafter called "the employee").

1. The employment under this agreement shall in all respects be carried out in accordance with the Determination of the Shearing Industry Board.

2. (a) (i) The employee agrees with the employer to work at station during the shearing beginning on the day of 19....., as a wool presser and generally useful hand in or about the shed. Provided that he shall work as a generally useful hand in or about the shed, if required to do so by the employer during any intervals of shed operations or before shearing or crutching operations commence if the start of operations is delayed.

(ii) The employee will, in conjunction with other wool pressers press with all reasonable despatch, and in good and workmanlike manner, all the wool shorn (or crutched) which the employer shall require him to press at the station at the said operations.

(iii) The employee will also in like manner weight, brand and stack any of the said wool if and as required by the employer.

(iv) The employee will press and sew the bales in the manner and (as nearly as practicable) to the weight directed by the overseer, and will remove all clippings and string from the inside of the bales and clear away such clippings and string and all loose wool from the portion of the shed occupied for wool pressing.

(b) The employee will be at the station ready to begin his work on the day of 19..... In the event of his not being ready to commence work by noon on that day the employer may treat him as having repudiated this agreement and may treat the employment as determined.

3. (a) The total number of sheep to be shorn at the shearing will be not less than (here specify minimum number) and not more than (here specify maximum number) and the maximum number of shearers to be employed shall not exceed (here specify number).

(b) Subject to this agreement the employer will be ready to commence operations on the day of 19..... But the employer shall not be bound to furnish the specified minimum number of sheep nor to be so ready if prevented therefrom by fire, flood, drought, strike or other cause unavoidable by him: provided, however, that he shall inform the employee as soon as is reasonably possible whether and to what extent he will be or is likely to be so prevented.

Provided also that where the employer is a contractor shearing (crutching) sheep under contract with an owner or his agent, the failure of the owner or his agent, except from a cause specified on the first proviso of this clause, to keep him supplied with sheep for shearing (crutching) shall not be deemed to be a cause unavoidable by the contractor.

3. (c) The employer will provide for the woolpressing (here specify number and types) presses, in good order and condition, and will also provide all such other articles as may be necessary for pressing and incidental operations.

4. (a) The employee will not absent himself from his work during the hours of work except in the case of his illness or except as hereinafter provided.

(b) He may be discharged by the employer for any breach of his agreement, or he may leave in consequence of accident, sickness or other urgent necessity or with the permission of the employer.

(c) In case of leaving or discharge as aforesaid the employer will pay the employee in full to the extent of the work done by him after deducting any sums for which the employee is liable to the employer under this agreement (and, if the employee is "not found", after deducting in addition the determination weekly mess deduction per week, or any higher rate per week that the majority of the members "not found" of the mess remaining fix for his share of the mess to the date of leaving and the amount deducted shall after payment of the cook be placed to the credit of the mess account).

(d) When no other means of conveyance is available the employer shall provide transport free of cost for the employee in the case of serious illness or accident to the nearest hospital or medical assistance and in the case of discharge to the nearest mail route.

5. (a) The employer will pay the employee wages at the rate of per week "not found" or of per week if "found".

(b) The wages will be reckoned from the commencement of the day agreed upon for the starting of work if the employee is at the shed ready and willing and able to start work on that day to the end of the day on which the employee finishes his work.

(c) Amounts payable under clause 28 of the determination for delays in payment of wages shall be at the rate of £4 6s. 3d. per day if "not found" or £3 8s. 8d. per day if "found".

Agreement with Wool Pressers—Piccadew.

This agreement is entered into between the parties upon the basis:—

"Found"	} Strike out two of these lines.
"Not Found"	
"Not Found" in a separate mess	

Agreement made the day of 19..... between the (hereinafter called "the employer") and (hereinafter called "the employee").

1. The employment under this agreement shall in all respects be carried out in accordance with the Determination of the Shearing Industry Board.

2. (a) (i) The employee will, in conjunction with other wool pressers press, with all reasonable despatch and in a good and workmanlike manner, all the wool shorn (or crutched) which the employer shall require him to press at the station, at the shearing (or crutching) beginning on the day of 19.....

(ii) The employee will also in like manner weigh and brand such of the bales of wool as the overseer shall require him to weigh and brand, at the rate prescribed in clause 5 of this agreement.

(iii) The employee will press and sew the bales in the manner and (as nearly as practicable) to the weight directed by the overseer and will remove all clippings and string from the inside of the bales and clear such clippings and string and all loose wool from the portion of the shed occupied for wool pressing.

(b) The employee will be at the station ready to begin his work on the day of 19..... In the event of his not being ready to commence work by noon on that day the employer may treat him as having repudiated this agreement and may treat the employment as determined.

3. (a) The total number of sheep to be shorn at the shearing, will not be less than (here specify minimum number) and not more than (here specify maximum number) and the maximum number of shearers to be employed shall not exceed (here specify number).

(b) Subject to this agreement the employer will be ready to commence operations on the day of 19..... But the employer shall not be bound to furnish the specified minimum number of sheep nor to be so ready if prevented therefrom by fire, flood, drought, strike or other cause unavoidable by him: provided, however, that he shall inform the employee as soon as is reasonable possible whether and to what extent he will be or is likely to be so prevented.

Provided also that where the employer is a contractor shearing (crutching) sheep under contract with an owner or his agent, the failure of the owner or his agent, except from a cause specified in the first proviso of this clause, to keep him supplied with sheep for shearing (crutching) shall not be deemed to be a cause unavoidable by the contractor.

(c) The employer will provide for the wool pressing (here specify number and types) presses, in good order and condition, and also provide all such other articles as may be necessary for the pressing and incidental operations.

4. (a) The employee will not absent himself from his work during the hours of work except in the case of his illness or except as hereinafter provided.

(b) The employee may be discharged by the employer for any breach of this agreement or for absence from work through illness for a period of three days, or he may leave in consequence of accident, sickness, or other urgent necessity or with the permission of the employer. Permission to leave for any reason not set out in this sub-clause will not be given to a wool presser without the consent of the majority of the shearers and wool pressers remaining.

(c) In case of leaving or discharge as aforesaid the employer will pay the employee in full to the extent of the work done by him after deducting any sums for which the employee is liable to the employer under this agreement (and, if the employee is "not found", after deducting in addition the determination weekly mess deduction, or any higher rate per week that the majority of the members "not found" of the mess remaining fix for his share of the mess and the amount deducted shall after payment of the cook be placed to the credit of the mess account).

(d) Provided that when no other means of conveyance is available the employer shall provide transport free of cost for the employee in the case of serious sickness or accident to the nearest hospital or medical assistance and in the case of discharge to the nearest mail route.

5. (a) The employer will pay the following rates for wool pressing and the money payable will be divided by the employer between and among the wool pressers in equal shares for the work which they have respectively done.

The rates for wool pressing to be paid under this agreement shall be (if the Ferrier Press or Robinson Screw Press or the Rack and Pinion Press or the Adelaide Box Press or the No. 1 Donald Press (two men) or the Premier Press or the Koerstz Squatter Press or the Koerstz Selector or the Koerstz Selector No. 2 Press or the Ronaldson Tippet "A" Press be used:—

Greasy wool—

(a) By hand,	per cwt.
	per bale.
(b) By power,	per cwt.
	per bale.

The weights mentioned are the net weights of the wool. The pressing of wool does not include weighing, branding, or stacking. For pressing by any other presses, extra (per cwt. per bale). For weighing and branding bales, per bale additional.

The rate for stacking bales shall be mutually agreed upon, having regard to the distance the bales have to be removed.

If rations "found" the rates above mentioned, less per week, £4 10s. 4d. If the total earnings of the employee for the term of his employment do not amount to wages at the rate of per week, "not found" or per week, "found", the employer will make up to the employee the deficiency.

The pressers in or about a shearing shed shall for all wool pressed by them there be paid either wholly per bale or wholly per cwt., and shall as to greasy wool paid per cwt., be paid as for an average of 2½ cwt. per bale if the bales pressed average less than that weight.

(b) Payment for delay. Amounts payable under clauses 19 (a) and 28 of the determination for delays due to breakdown or failure of machinery and for delays in payment of wages shall be at the rate of £4 6s. 3d. per day, if "not found" or £3 8s. 8d. per day if "found".

Agreement with Wool Pressers—Time Work.

This agreement is entered into between the parties upon the basis:—

"Found"	} Strike out two of these lines.
"Not Found"	
"Not Found" in a separate mess.	

Agreement made the day of 19..... between the (hereinafter called "the employer") and (hereinafter called "the employee").

1. The employment under this agreement shall in all respects be carried out in accordance with the Determination of the Shearing Industry Board.

2. (a) (i) The employee will, in conjunction with other wool pressers press, with all reasonable despatch, and in a good and workmanlike manner, all the wool shorn (or crutched) which the employer shall require him to press at station, at the shearing (or crutching) beginning on the day of 19.....

(ii) The employee will also in like manner weigh, brand and stack any of the said wool if and as required by the overseer.

(iii) The employee will press and sew the bales in the manner and (as nearly as practicable) to the weight directed by the overseer and will remove all clippings and string from the inside of the bales and clear such clippings and strings and all loose wool from the portion of the shed occupied for wool pressing.

(b) The employee will be at the station ready to begin work on the day of 19..... In the event of his not being ready to commence work by noon on that day the employer may treat him as having repudiated this agreement and may treat the employment as determined.

3. (a) The total number of sheep to be shorn at the shearing will be not less than (here specify minimum number) and not more than (here specify maximum number) and the maximum number of shearers to be employed shall not exceed (here specify number).

(b) Subject to this agreement the employer will be ready to commence operations on the day of 19..... But the employer shall not be bound to furnish the specified minimum number of sheep nor to be so ready if prevented therefrom by fire, flood, drought, strike or other cause unavoidable by him: provided, however, that he shall inform the employee as soon as reasonably possible whether and to what extent he will be or is likely to be so prevented.

Provided also that where the employer is a contractor shearing (crutching) sheep under contract with an owner or his agent, except from a cause specified in the first proviso of this clause, to keep him supplied with sheep for shearing (crutching) shall not be deemed to be a cause unavoidable by the contractor.

(c) The employer will provide for the wool pressing (here specify number and types) presses, in good order and condition, and will also provide all such other articles as may be necessary for the pressing and incidental operations.

4. (a) The employee will not absent himself from his work during the hours of work except in the case of his illness, or except as hereinafter provided.

(b) The employee may be discharged by the employer for any breach of this agreement or for absence from work through illness for a period of three days, or he may leave in consequence of accident, sickness or other urgent necessity or with the permission of the employer. Permission to leave for any reason not set out in this sub-clause will not be given to a wool presser without the consent of the majority of the shearers and wool pressers remaining.

(c) In the case of leaving or discharge as aforesaid, the employee for all work done by him after deducting any sums for which the employee is liable to the employer under this agreement (and, if the employee is "not found", after deducting, in addition, the determination weekly mess deduction, or any higher rate per week that the majority of the members "not found" of the mess remaining fix for his share of the mess and the amount deducted shall after payment of the cook be placed to the credit of the mess account).

(d) Provided that when no other means of conveyance is available the employer shall provide transport free of cost for the employee in the case of serious sickness or accident to the nearest hospital or medical assistance and in the case of discharge to the nearest mail route.

5. (a) The employer will pay to the employee wages at the following rate.

(b) The wages will be reckoned from the commencement of the day agreed upon for the starting of work if the employee is at the shed ready and willing and able to start work on that day, to the end of the day on which the employee finishes his work.

(c) Payment for delays: Amounts payable under clause 28 of the determination for delays in payment of wages shall be at the rate of £4 6s. 3d. per day if "not found" or £3 8s. 8d. per day if "found".

Agreement with Cook.

This agreement is entered into between the parties upon the basis:—

"Found"

Agreement made the day of 19....., between the
(hereinafter called "the employer") and (hereinafter called "the employee").

1. The employment under this agreement shall in all respects be carried out in accordance with the Determination of the Shearing Industry Board.

2. (a) The employee will work as cook at station during the shearing and/or crutching, as the case may be, operations beginning on the day of 19....., and will perform his duties with all reasonable despatch and in good and workmanlike manner.

(b) He will attend at the station for duty not later than the time fixed for the commencement of the shearing and if he does not so attend the employer may treat him as having repudiated this agreement and may treat the employment as determined.

3. (a) The total number of sheep to be shorn (or crutched) at the shearing (or crutching) will be not less than (here specify minimum number) and not more than (here specify maximum number) and the maximum number of shearers (or crutchers) to be employed shall not exceed (here specify number).

(b) Subject to this agreement the employer will be ready to commence operations on the day of 19..... But the employer shall not be bound to furnish the specified minimum number of sheep nor to be so ready if prevented therefrom by fire, flood, drought, strike or other cause unavoidable by him: provided, however, that he shall inform the employee as soon as is reasonably possible whether and to what extent he will be or is likely to be so prevented.

Provided also that where the employer is a contractor shearing (crutching) sheep under contract with an owner or his agent, the failure of the owner or his agent, except from a cause specified in the first proviso of this clause, to keep him supplied with sheep for shearing (crutching) shall not be deemed to be a cause unavoidable by the contractor.

Provided that in the case of a "joint" mess the employer shall be allowed to set off against any compensation by way of damages or otherwise in respect of his failure to furnish the minimum number of sheep that portion of any compensation by way of damages or otherwise paid by him to the other employees in the mess which is attributable to the fact that such employees were engaged at the "not found" and not at the "found" rates.

(c) The total number of persons for whom the employee is to cook will not be less than and not more than provided that if any of the employees to be cooked for strike or wilfully cease work against the direction of the employer the employee shall be entitled to payment of wages in respect only of those employees who do not strike or cease work.

4. (a) The employee will provide at his own expense such suitable assistant or assistants of good behaviour as may be necessary for properly cooking and serving the food.

(b) The employee will be responsible for all rations supplied and will, at the end of his engagement give up to the employer all unused rations.

(c) The employee will be entitled to keep or dispose of any of the tallow, but will not be entitled to keep or dispose of any of the pelts.

(d) Cooks and cook's offiders shall not be required to slaughter sheep or cattle for the mess.

(e) If no offider be employed, wood shall be supplied to the cooks in lengths suitable for use in stove, range, oven, or other convenience supplied in the kitchen. Provided that it shall not be necessary for such wood to be supplied out in short lengths for the dining room or outside fires.

5. (a) The employee will not absent himself from his work during the hours of work except in the case of his illness or except as hereinafter provided.

(b) He may be discharged by the employer for any breach of this agreement or he may leave in consequence of accident, sickness or other urgent necessity, or with the permission of the employer.

(If a joint mess, add here).

If a majority of the "not found" members of the joint mess after the employee has cooked for the joint mess for at least two days, request the employer to discharge the employee, the employer shall thereupon discharge him but, except as to payment for work done, shall not be liable in any way whatever in respect of the discharge made in consequence of such request.

(c) In case of leaving or discharge as aforesaid the employer will pay the employee in full to the extent of the work done by him after deducting any sums for which the employee is liable to the employer under this agreement.

(d) When no other means of conveyance is available the employer shall provide transport free [of cost for the employee in the case of serious illness or accident to the nearest hospital or medical assistance and in the case of discharge to the nearest mail route.

6. (a) The employer will pay to the employee wages at the rate of per week with keep for each man for whom he cooks other than himself. If the total earnings of the employee for the term of his engagement calculated at this rate do not amount to wages at the rate of per week with keep, the employer will make up to the employee the deficiency.

(b) Where a separate table is kept for the staff and the cook or his offider has to take the meals to such table, for each man at the separate table for whom the employee cooks he shall receive an additional payment per week of one-quarter of the rate per man prescribed in sub-clause (a) hereof.

(c) Payment for delays: Amounts payable under clause 28 of the determination for delays in payment of wages shall be at the rate of £3 8s. 8d. per day.

A. V. BARNES, J.P., Chairman.

J. W. RYAN, Secretary.

Melbourne, 11th July, 1956.

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