DETERMINATION OF THE BUILDERS LABOURERS WAGES BOARD.

NOTE.

Notices of appeal to the Industrial Appeals Court have been lodged against certain parts of the Determination.

Section 45 (*b*), Act 5771, provides that, when an appeal is made in accordance with that Act, the parts of the Determination appealed against shall not come into operation until the Appeal has been dealt with by the Court.

5822/56.

SPECIAL RATES.

2. (a) In addition to the rates prescribed in clause 1 (a) hereof the following special rates shall be payable to employees :—

(i) An employee when working for more than one hour in the shade in places where the temperature is raised by artificial means to between 115 and 130 degrees Fahrenheit, shall be paid 3d. per hour extra to the ordinary rate; an employee when working in places where the temperature exceeds 130 degrees Fahrenheit shall be paid 6d. per hour extra to the ordinary rate. Where the work continues for more than 2 hours in temperatures exceeding 130 degrees Fahrenheit, an employee shall also be entitled to twenty minutes' rest after every two hours' work without deduction of pay. The temperature shall be decided by the representative of the employer after consultation with the employee who claims the extra rate.

(ii) An employee when working for more than one hour in places where the temperature is reduced by artificial means below 32 degrees, shall be paid 3d. per hour extra to the ordinary rate. Where the work continues for more than two hours an employee shall be entitled to a rest period of twenty minutes after every two hours without loss of pay.

(iii) An employee handling loose silicate of cotton, loose slagwool, loose insulwool or other loose material of a like nature used for providing insulation against heat, cold or noise shall be paid 6d. per hour extra for each hour or part of an hour so employed.

(iv) An employee working in any place where his clothing or boots become saturated whether by water, concrete or otherwise shall be paid 3d. per hour extra; Provided that this extra rate shall not be payable to an employee who is provided by the employer with suitable effective protective clothing and/or footwear. And provided further that any employee who becomes entitled to this extra rate shall be paid such extra rate per hour for the whole of the day or shift if he is required to work in wet clothing or boots.

(v) An employee who has worked at dirty work, that is work concerning which the employer or his foreman agree that it is of an unusually dirty or offensive nature, shall be paid for the period of such work at the rate of—3d. per hour extra.

(vi) Builders' labourers employed on chimney stacks shall be paid upon the same basis as the special height money prescribed in the Determination of the Bricklayers Board.

(vii) Builders' labourers working as assistants to bricklayers shall be paid the same extra rates for handling cement blocks or Mt. Gambier stone as are prescribed in the Determination of the Bricklayers Board, for laying such material.

(viii) For all work done at Kiewa above the 5,000 feet level—1½d. per hour extra; during the winter period (the 1st day of June, to the 30th day of September) for all work above the 3,000 feet level—1½d. per hour extra.

Provided always that—

(1) Where the temperature of a place where work is performed is raised, lowered or maintained by artificial means and a reading thereof is requested by an employee—for the purpose of paragraphs (i) and (ii) hereof such reading shall be made and taken by the employer or his foreman in the presence of such employee;

(2) In case of disagreement between the foreman and workman the workman or an authorized representative of the Federation shall be entitled within 24 hours, to ask for a decision on the workman's claim by the employer's industrial officer (if there be one), or otherwise by the employer or the executive officer responsible for the management or superintendence of the plant concerned. In such case a decision shall be given on the workman's claim within 48 hours of its being asked for (unless that time expires on a non-working day in which case it shall be given during the next working day), or else the said allowance shall be paid.

HOURS.

3. The ordinary working hours shall be 40 in a week to be worked in five days. The ordinary time of work shall be of eight hours per day on Mondays to Fridays inclusive. The ordinary time of work shall lie between the hours of 7.30 a.m. in the forenoon and 5.30 p.m. in the afternoon. There shall be a cessation of work and of working time each day for the purpose of a meal of not less than 45 minutes between the hours of noon and 1 p.m. Provided that the spread of hours herein prescribed may be altered by mutual agreement between the parties.

PRESENTING FOR WORK AND NOT REQUIRED.

4. (a) Except when notice is given to an employee by his employer or his responsible representative not to present himself for work, if an employee attends for such work and his services are not required, such employee shall be paid two hours' pay in addition to fares payable under clause 12 of this Section. The employee shall be informed within 30 minutes of the usual starting time that his services are not required.

(b) An employee who is required to attend for work and is kept waiting to commence work by the instruction of the employer or his representative shall be paid at his ordinary rate of pay for the time he is so kept waiting.

REST PERIOD.

5. There shall be allowed without deduction of pay, a rest period of 10 minutes between 9.30 a.m. and 11 a.m.

INCLEMENT WEATHER.

6. Each employee shall be paid an allowance at ordinary rates for time lost through inclement weather, subject to the following conditions :—

(i) that such allowance shall not exceed the equivalent of 8 hours' pay in any one week;

(ii) that weather shall not be regarded as inclement for the purposes of this clause unless the employer, or his representative on the job, and the employee or a representative of the employee agree that it shall be so regarded. Failing such agreement, weather shall not be regarded as inclement and work shall continue;

(iii) that any intermission of work owing to inclement weather so regarded as such as aforesaid shall immediately cease and work shall be immediately resumed on the employer or his representative calling for a resumption of work;

(iv) that an employee shall not be entitled to payment as provided for in this clause unless he remains on the job until a decision to cease work for the day has been made by agreement between the employer or his representative and the employee or his representative;

(v) that the intermission of work by employees who would be exposed to or working in inclement weather so regarded in accordance with this clause shall not be a ground for intermission of work in places where employees are not so exposed to or are not called upon to work in such inclement weather.

OVERTIME.

7. (a) Except as hereinafter provided, all time on duty beyond the ordinary hours of duty hereinbefore provided shall be paid for at the rate of time and a half for the first two hours and at the rate of double time thereafter.

(b) As far as practicable employees shall not be required to work overtime.

(c) For the purpose of computing overtime each fraction of a quarter of an hour shall be paid for as if it were a full quarter of an hour.

(d) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least eight consecutive hours off duty between the work of successive days or shifts.

An employee who works so much overtime—

(i) between the termination of his ordinary work on any day or shift, and the commencement of his ordinary work on the next day or shift that he has not at least eight consecutive hours off duty between these times; or

(ii) on Saturdays, Sundays, and holidays not being ordinary working days, or on a rostered day off, without having had eight consecutive hours off duty in the 24 hours preceding his ordinary commencing time on his next ordinary day or shift—

shall, subject to this sub-clause, be released after completion of such overtime until he has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If, on the instructions of his employer, such an employee resumes or continues work without having had such eight consecutive hours off duty, he shall be paid at double rates until he is released from duty for such a period and he shall then be entitled to be absent until he has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

COMPULSORY OVERTIME.

8. An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.

SUNDAY WORK.

9. All time worked on Sundays shall be paid for at the rate of double time.

HOLIDAYS.

10. All time worked on the following holidays shall be paid for at the rate of double time :—

New Year's Day, Australia Day, Labour Day, Anzac Day, Good Friday, Easter Monday, Queen's Birthday, Melbourne Cup Day, Christmas Day, and Boxing Day.

Provided that: For employees employed at work beyond a radius of 25 miles of the G.P.O., Melbourne, another day may by agreement between the employer and the Federation be substituted for Melbourne Cup Day.

MEAL HOURS AND MEAL ALLOWANCES.

11. (a) If an employer requires an employee to work during the time prescribed by clause 3 of this Section for cessation of work for the purpose of a meal he shall allow the employee whatever time is necessary to make up the prescribed time of cessation. If an employer requires an employee to work during the time prescribed for such a cessation and to continue at work for any further time thereafter he shall for all work performed in such further time until the beginning of the time substituted for the cessation time during which the employee has worked pay the employee at the rate of double time: provided however, that the employer shall not be bound to pay in addition for the time allowed in substitution for the said cessation time: and provided also that if the cessation time is shortened at the request of the employee to the minimum of 45 minutes prescribed in clause 3 of this Section or to any other extent (not being less than 45 minutes) the employer shall not be required to pay more than the ordinary rates of pay for time worked as a result of such shortening, but such time shall form part of the ordinary working time of the day.

(b) An employee working overtime shall be allowed a crib time of twenty minutes without deduction of pay after each four hours of work, but this provision shall not prevent any arrangement being made for the taking of a longer meal period without pay, i.e., for time in addition to the twenty minutes.

(c) Before starting overtime after working ordinary hours, except where the period of overtime is less than 1½ hours, a meal period of at least 45 minutes shall be allowed to the employee. Such an employee shall be paid the sum of 4s. 6d. towards the cost of a meal.

(d) Except as provided in sub-clause (d) of clause 13 of this Section an employee proceeding to or returning from a distant job shall be paid the sum of not less than 4s. 6d. as the cost for each meal during the time he is so proceeding to or returning from such distant job.

(e) An employer and the Federation may mutually agree to any variation to meet the circumstances of the work in hand.

ALLOWANCES FOR EXCESS FARES AND TRAVELLING TIME.

12. (a) The following allowances shall be made by employers to compensate for excess fares and travelling time to and from places of work, incurred by the employees :—

Within the radii respectively hereinbelow stated treating the G.P.O., Melbourne (corner of Bourke and Elizabeth-streets), or the principal post offices at provincial cities as centres from which they are to be measured—

Up to and including 12 miles	4s. per day.
Over 12 and up to 20 miles	4s. 9d. per day
Over 20 and up to 30 miles	5s. 6d. per day.

(b) (i) The above-stated allowances shall not be payable if the employer provides or offers to provide transport free of charge to the employee in which case an allowance of 2s. per day only shall be paid;

(ii) when fares and travelling time are incurred in respect of "distant jobs" as defined in clause 13 (a) of this Section or in respect of work performed beyond 30 miles of the above-stated centre the local post office nearest to the job shall be substituted as a centre for the purpose of this clause.

(c) Subject to the foregoing provisions a fare shall be deemed to have been incurred if the employee has used a bicycle or other means of locomotion, or has walked instead of using a public conveyance.

ALLOWANCES FOR DISTANT JOBS.

13. (a) For the purposes of this clause a "distant job" is one in respect of which the distance of which or the travelling facilities available to and from which make it reasonably necessary that the employee should live and sleep at some other place than his usual place of residence.

(b) An employee employed on a job in respect of which the distance of which for the travelling facilities available to and from which makes it reasonably necessary that the employee should live and sleep at some other place than his usual place of residence shall be paid the following allowance:—

If employed on the job for less than a full working week—20s. per day.

If employed on the job for a full working week or longer—at the rate of 65s. per week (of seven days).

Provided that where suitable lodging and sleeping accommodation is not available the employer shall provide a hut or tent with such accommodation therein, including a stretcher and mattress, but such provision will not relieve the employer from his obligation to pay the allowances specified above in this sub-clause.

Provided nevertheless that in the event of the employer providing the employee with suitable board as well as suitable lodging and sleeping accommodation the employer shall not be liable to pay any of the allowances prescribed by this sub-clause.

Provided further if the employee satisfies the employer that he reasonably incurred a greater amount for board and lodging than the amount fixed the employer shall pay the difference.

(c) An employee who is to be employed on a distant job shall not be entitled to any of the allowances prescribed by clause 12 hereof but, for such travel, he shall be paid at ordinary rates of payment for the time incurred (not exceeding ordinary working hours for and on each day of travelling) in travelling thereto; he shall also be paid the amount of a second-class return fare and any excess payment due to transporting his tools if such be incurred; he shall also be paid at ordinary rates of payment for the time actually incurred (not exceeding ordinary working hours for and on each day of travelling) in travelling back upon the completion of his job to the place of his residence; he shall also be paid an amount of 5s. to cover the expenses (if any incurred) of reaching his home railway station and of transporting his tools.

Provided nevertheless—

(i) that neither the amount of the return fare, payment for return travelling time nor the amount of 5s aforesaid shall be payable if the employee be dismissed for misconduct or within one working week of his commencing work on the job for incompetency or if the employee terminates or discontinues his work on the job within one month of his commencing it;

(ii) that travelling time shall for the purposes of this clause be calculated as the time taken by rail or usual travelling facilities—between the Spencer-street or Flinders-street railway stations or the railway station nearest to the employee's place of residence, if he resides outside the Melbourne metropolitan area and the locality of his work.

(*d*) An employee who is employed on a distant job may after three months' continuous service thereon, and thereafter at three-monthly periods of continuous service thereon, return to his home at a week-end. If he does so, he shall be paid the amount of a second-class return railway fare on the pay-day which immediately follows the date on which he returns to the job, provided no delay not agreed to by the employer takes place in connexion with the employee's commencing work on the morning of the working day following the week-end.

Provided, however, that if the work upon which the employee is engaged will terminate in the ordinary course within a further 28 days after the expiration of any such period of three months as is hereinbefore mentioned then the provisions of this sub-clause shall not be applicable.

Transfer from Job to Job.

14. An employee transferred by the employer from one job to another job on the same day shall be paid for the time occupied in travelling as for time worked and the cost of such transfer shall be borne by the employer.

Tools.

15. Employers shall provide all necessary plant and tools free of charge.

Special Transport of Injured.

16. 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.

First-aid Equipment.

17. A first-aid kit as recommended by the St. John Ambulance Society shall be provided and maintained by the employer on each job.

Loads.

18. (i) Where practicable all loads of bricks and materials shall be conveyed in a wheelbarrow of an approved type fitted with pneumatic rubber tyres.

(ii) Where bricks are being used :—

(*a*) Not more than 40 bricks each load shall be conveyed in a wheelbarrow (on a scaffold) to a height of 15 feet from the ground.

(*b*) Not more than 36 bricks each load shall be conveyed in a wheelbarrow over and above a height of 15 feet on a scaffold.

(iii) The loads, all classes of materials, and the type of wheelbarrow shall be agreed upon by the Federation.

(iv) All scaffolding shall be in accordance with the Commonwealth and State laws.

Conveniences.

19. The employer shall provide on all jobs suitable and adequate sanitary conveniences. Such conveniences shall conform to the requirements of the local health authority and where no such local health authority exists, they shall not be regarded as suitable unless enclosed on all sides, fitted with doors and roofed and shall contain appropriate seats and sufficient quantities of lime or other suitable deodorant.

Supply of Water.

20. Employers shall provide reasonably accessible clean drinking water for employees and boiling water at meal time and at morning rest period. Where the water is not conveyed by pipe it shall be kept in a covered receptacle.

Contracting, Sub-contracting.

21. (*a*) No employer shall permit any of the classes of work covered by this Determination to be carried on by a contractor or other person except in accordance with the terms and conditions of this Determination as if the contractor or other person were himself an employer and bound by this Determination.

(*b*) No employer shall enter into any contract for the carrying on of any of the classes of work covered by this Determination by any contractor unless the contract contains a clause binding the contractor to pay the rates and observe the conditions set out in this Determination in respect of the work contracted for, and unless a clause is inserted in any such contract to the effect that the employer can determine the contract if there is any breach of the condition above referred to.

Annual Leave.

22. (*a*) Subject to the provisions of sub-clauses (*c*) and (*d*) hereof, a period of fourteen consecutive days exclusive of any public holidays occurring during the period shall be allowed as leave annually to all employees after twelve months' continuous service (less the period of annual leave) with an employer. Unless otherwise mutually agreed upon between an employer and the employee concerned, in which case the leave shall be given and taken within three months of its becoming due, such leave shall be given and taken in conjunction with the Christmas and New Year holidays.

(*b*) If, after 40 hours' continuous service, excluding overtime, in any qualifying twelve-monthly period, an employee leaves his employment or his employment is terminated by the employer, the employee shall be paid $^{1}/_{52}$th of a week's wage in respect of each completed 40 hours of continuous service in respect of which leave has not been granted hereunder.

(*c*) Where an employee absents himself from work during any qualifying period of service for any reason other than a reason set out in sub-clause (*d*) hereof, the amount of leave or payment in lieu to which he would otherwise be entitled under sub-clauses (*a*) and (*b*) hereof, shall be reduced by $^{1}/_{50}$th for each week or part thereof during which any such absence occurs.

Provided, however, that no absence shall be deemed to interrupt the continuity of service unless, within fourteen days of such absence, the employer shall have given notice in writing to the employee that the absence is to be treated as having interrupted such continuity of service.

(*d*) For the purposes of this clause, service shall be deemed to be continuous notwithstanding an employee's absence from work for the following reasons :—

(i) Injury received during the course of employment and for which an employee received workers' compensation—up to a maximum period of two months.

(ii) Any reason satisfactory to the employer.

(iii) Where called up for military service up to three months in any qualifying period.

(*e*) Each employee before going on leave, shall be paid in advance the wage which would ordinarily accrue to him during the currency of the leave.

(*f*) Service before the date of this Determination shall be taken into consideration for the purpose of calculating annual leave but an employee shall not be entitled to leave or payment in lieu thereof for any period in respect of which leave or a payment in lieu thereof has been allowed or made under any other Determination superceded by this Determination.

(g) Notwithstanding anything elsewhere contained in this Determination, an employer giving leave at the Christmas-New Yea period may, at his option, either—

(i) stand off without pay during the period of leave any employee who has not then qualified for the full period; or

(ii) stand off for the period of leave any employee who has not then qualified for fourteen consecutive days' leave and pay him pro rata for the leave for which he has then qualified on the basis of $^{1}/_{11}$th of a week's wages in respect of each 80 hours' continuous service (exclusive of overtime) during his current qualifying twelve-monthly period.

PROTECTIVE CLOTHING.

23. Employers shall provide, free of cost, suitable protective clothing—gloves, goggles, and rubber boots—to the employees engaged in handling corrosive substances and protective covering and gloves to employees handling creosote.

CHANGE HOUSE.

24. (a) Where practicable, and where not less than a total of ten men are employed, the employer shall provide a suitable change house for the keeping of the clothes of the workmen employed. No cement, lime, or building materials shall be stored in such change house.

(b) All protective clothing supplied shall be hygienically cleaned.

PAYMENT OF WAGES.

25. (a) Wages accrued may be paid on any day of the week, Monday to Friday inclusive, and shall be paid at or before the cessation of work.

Provided always that—

(i) an employer shall not keep more than one day's pay in hand;

(ii) an employee whose service ends before pay time shall be paid at or before the time of its ending, or shall be paid by post or otherwise within 24 hours thereafter.

(b) If wages be not paid within the period prescribed the employee shall be paid at ordinary rates for all time in excess of 15 minutes beyond such time until the wages are paid or posted to his last-known place of address.

TERMINATION OF EMPLOYMENT.

26. Employment may be terminated by the employee on giving not less than one hour's notice or by the employer on giving not less than one hour's notice or by the forfeiture or payment of one hour's pay respectively.

POSTINGS OF NOTICES.

27. No employer shall prevent an official of the Federation at any reasonable time from posting or keeping posted a copy of this Determination or any notice of the Federation not exceeding 14 inches by 9 inches in a suitable place on any job.

RIGHT OF ENTRY.

28. An official of the Federation shall have the right, to enter any place where work is being carried on under this Determination subject to the following conditions:—

(a) The purpose of the entry during working hours shall be confined to interviewing the appointed representative of the Federation in the place mentioned in the authorization, or with the consent of the employer or his representative of interviewing any member of the Federation employed therein; or, during a meal hour or at a non-working time, of interviewing any workman engaged at the place, who is willing to be interviewed.

(b) Provided that—

(i) except during any meal hour or non-working time, not more than one such official shall be permitted to enter the place in question at one time except by express consent of the employer or his representative;

(ii) before entering any such place the official shall produce his authority to the employer or his representative;

(iii) if an employer alleges that an official is unduly interfering with the work of the job or is causing disaffection among the employees thereon or is offensive in his manner or is committing a breach of any of the conditions set out in this clause, such employer may refuse to allow the official to enter into or to remain on the place.

PART II.

This Part applies to the employment of persons employed as builders' labourers in mixed industry as defined in clause 11 of this Part.

WAGES PER WEEK.

1. (a)

——	Higher Grade.	Lower Grade.
	£ s. d.	£ s. d.
Builders' labourer	15 6 6	14 6 6

Provided that where an employee is engaged on work other than "maintenance" as defined in clause 11 of this Part, the above-stated wage rates shall be increased by an additional amount at the rate of 2s. 6d. per week when so employed. Such is the additional amount referred to in the proviso to clause 12 of this Part.

(b) An employee whose employment is terminated by the employer within six months of his employment for any cause other than for malingering, inefficiency, neglect of duty or misconduct, shall on such termination be entitled to be paid for such work performed by him an additional amount at the rate of 3s. per week.

GENERAL CONDITIONS OF EMPLOYMENT.

2. (a) Except where elsewhere provided in this Determination the conditions relating to hours, overtime, public holidays, rest periods, meal hours and allowances, allowances for excess fares and travelling time, allowances for distant jobs, annual leave, sick leave, lockers and showers, payment of wages, termination of employment and conditions of employment generally, including any special rate or allowance for working in hot cold, wet or confined places, or under unusually dirty conditions, or in any circumstances in which any special rate or allowance is applied shall be those prescribed by Award Determination or Agreement, Commonwealth or State applicable to the majority of craft or tradesman employees employed in the establishment by the employer.

(b) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least eight consecutive hours off duty between the work of successive days or shifts.

An employee who works so much overtime—

(i) between the termination of his ordinary work on any day or shift, and the commencement of his ordinary work on the next day or shift that he has not at least eight consecutive hours off duty between these times; or

(ii) on Saturdays, Sundays, and holidays not being ordinary working days, or on a rostered day off, without having had eight consecutive hours off duty in the 24 hours preceding his ordinary commencing time on his next ordinary day or shift—

shall, subject to this sub-clause, be released after completion of such overtime until he has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If, on the instructions of his employer, such an employee resumes or continues work without having had such eight consecutive hours off duty, he shall be paid at double rates until he is released from duty for such a period and he shall then be entitled to be absent until he has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

SUNDAY WORK.

3. All time worked on Sundays shall be paid for at the rate of double time.

TOOLS.

4. Employers shall provide all necessary plant and tools free of charge. The employee shall replace or pay for any tools so provided if lost through his negligence.

SPECIAL TRANSPORT OF INJURED.

5. 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.

FIRST-AID EQUIPMENT.

6. A first-aid kit as required by Regulations or as recommended by the St. John Ambulance Society, shall be provided and maintained by the employer.

POSTING OF NOTICES.

7. No employer shall prevent an official of the Federation at any reasonable time from posting or keeping posted a copy of this Determination or any notice of the Federation not exceeding 14 inches by 9 inches in a suitable place on any job.

RIGHT OF ENTRY.

8. An official of the Federation shall have the right, to enter any place where work is being carried on under this Determination subject to the following conditions:—

(a) The purpose of the entry if authorized during working hours shall be confined to interviewing the appointed representative of the Federation in the place mentioned in the authorization, or with the consent of the employer or his representative of interviewing any member of the Federation employed therein; or, if authorized during a meal hour or at a non-working time, of interviewing any workman at the place, who is willing to be interviewed.

(b) Provided that—

(i) except during any meal hour or non-working time, not more than one such official shall be permitted to enter the place in question at one time except by express consent of the employer or his representative;

(ii) before entering any such place the official shall produce his authority to the employer or his representative;

(iii) if an employer alleges that an official is unduly interfering with the work of the job or is causing disaffection among the employees thereon or is offensive in his manner or is committing a breach of any of the conditions set out in this clause, such employer may refuse to allow the official to enter into or remain on the place.

LOADS.

9. (a) Where practicable all loads of bricks and materials shall be conveyed in a wheelbarrow of an approved type fitted with pneumatic rubber tyres.

(b) Where bricks are being used the employee shall not be required to carry:—

(i) More than 40 bricks each load in a wheelbarrow (on a scaffold) to a height of 15 feet from the ground.

(ii) More than 36 bricks each load in a wheelbarrow over and above a height of 15 feet on a scaffold.

(c) The loads of all classes of materials, and the type of wheelbarrow shall be as agreed upon with the Federation.

(d) All scaffolding shall be in accordance with the Commonwealth and State laws which ever is applicable.

PROTECTIVE CLOTHING.

10. Employers shall provide, free of cost, suitable protective covering—gloves, goggles, and rubber boots—to the employees whilst engaged in handling corrosive substances and protective covering and gloves to employees handling creosote, such protective clothing to remain the property of the employer.

DEFINITIONS.

11. (a) "Federation" means the Australian Builders' Labourers' Federation.

(b) "Builders' Labourer—higher grade" means an employee engaged upon the work of steel structural erector (on steel frame buildings), gear hand, rigger, pile driver, tackle hand, gantry hand or cranehand, dogman, scaffolder, powder monkey, drainer, demolisher, jackhammerman, winch or hoist driver or mixer driver.

(c) "Builders' Labourer—lower grade" means an employee engaged under this Part in occupations other than those set out in sub-clause (b) hereof.

(d) "Mixed Industry" means employment by an employer, in any industry where work performed by the employee is subsidiary or auxiliary to chief or principal purposes and business of such industry.

(e) "Maintenance" means work performed by builders' labourers employed in mixed enterprises not being work in or in connexion with the erection of structures whose purpose is the extension of the productive, administrative, storage or distributive functions of such an enterprise for the performance of which erection builders' labourers in addition to the regular staff of builders' labourers employed by such enterprise, are engaged.

MARGINS AND ALLOWANCES.

12. In addition to the Basic Wage prescribed in clause 1 of Part III., the wages prescribed in clause 1 of this Part include the following margins and allowances.

—	Higher Grade.	Lower Grade.
	£ s. d.	£ s. d.
Margin for skill	2 7 6	1 7 6
Allowance to cover disabilities	0 3 0	0 3 0
Total	2 10 6	1 10 6

Provided that where an employee is engaged on work other than "maintenance" as defined in clause 11 of this Part, the above-stated allowance to cover disabilities and war loading shall be increased by an additional amount at the rate of 2s. 6d. per week when so employed.

PART III.

This Part applies to all persons covered by this Determination.

PERIODICAL ADJUSTMENT OF WAGES.

1. The wages rates set out in clause 1 of Part 1 and clause 1 of Part 2 are based upon the following basic wage and, pursuant to the provisions of Section 33 of the *Labour and Industry Act* 1953, this Board hereby determines that such rates shall be automatically adjusted as prescribed in clause 2 of this Part.

Basic Wage.

Place.	Basic Wage (Adjustable).	Index Number Set Assigned.
	£ s. d.	
Throughout the State	12 16 0	Melbourne

ADJUSTMENT OF BASIC WAGE.

2. (*a*) For the purposes of this Determination, the expression "Commonwealth Statistician's 'C series' 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 August, 1956, the amount of the basic wage shall be as prescribed in clause 1 of this Part.

(*c*) During each future successive quarterly period beginning with the first pay period to commence in an August, a November, a February, or a May, the amount of the basic wage shall be adjusted by the following method, namely, by multiplying the last published Commonwealth Statistician's "C" series retail price index number for the quarter next preceding the quarter for which the adjustment is made by the factor ·103 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.

NOTE.—The rates prescribed in clause 1 (*a*) of Part 1 are based on weekly rates which comprise the following components:—

The basic wage for Melbourne ;

Margin for skill (£1 7s. 6d. for ordinary builders' labourers and £2 7s. 6d. for skilled builders' labourers) ;

Disabilities allowances of 5s. 6d. ;

Allowing two weeks for statutory holidays, one week following the job, and one week's sick pay, the weekly rate calculated in the manner shown above is converted to an hourly rate in accordance with the following formula :—

$$\frac{\text{Weekly Rate} \times 52}{48 \times 40} = \text{Rate per hour to the nearest farthing.}$$

The disabilities allowance above referred to is to compensate for conditions peculiar to building construction work namely working in the open and being thereby subjected to climatic conditions (i.e., from dust blowing in the wind), brick dust, drippings from concrete, sloppy conditions, lack of usual amenities associated with factory work, e.g., meal rooms, change rooms, lockers, &c., and to compensate for relative handicaps occasioned by the reduction of standard hours in industry generally, and for all other matters not specifically compensated or allowed for by any other provisions of this clause.

A. V. BARNS J. P., Chairman.

J. W. RYAN, Secretary.

Melbourne, 8th May, 1956.

By Authority: W. M. HOUSTON, Government Printer, Melbourne.