



VICTORIA GOVERNMENT GAZETTE.

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Factories and Shops Acts.

DETERMINATION OF THE CARPENTERS BOARD.

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

Carpentry and Joinery were proclaimed on 28th November, 1928, as Apprenticeship Trades under the *Apprenticeship Act 1928* for the Metropolitan District.

Full particulars of the apprenticeship regulations for these trades may be obtained on application to the Secretary, Apprenticeship Commission, 103 Russell-street, Melbourne. (Price 3d.)

IN accordance with the provisions of the Factories and Shops Acts, the Wages Board which, since 17th May, 1939, has had the Power to determine the lowest prices or rates which may be paid to any person or persons or classes of persons—

(a) employed in the process, trade, or business of—

(i) a carpenter or joiner (other than a carpenter or joiner subject to the Determinations of the Agricultural Implements Board and the Wharfs and Jetties Board);

(ii) fixing or repairing in or on buildings, architraves, skirtings, or mouldings made of sheet metal 10-gauge or lighter;

(iii) fixing metal ceilings or laying wood block or parquet flooring.

(b) fixing corrugated asbestos-cement sheeting on walls of buildings—

has made the following Determination, namely:—

1. That, as from the beginning of the first pay period to commence on or after the 7th December, 1946, the last previous Determination of this Board shall be revoked and replaced by this Determination.

2.

Wages.

Adult Employees (other than Apprentices).	Total Wage Payable—					
	Within 20 miles of G.P.O., Melbourne; 10 miles of G.P.O., Geelong; at Warramboul, and within Mildura and Gippsland Districts.		At Yallourn.		Other Parts of Victoria.	
	per week £ s. d.	per hour s. d.	per week £ s. d.	per hour s. d.	per week £ s. d.	per hour s. d.
(i) For stock work	6 4 0	3 0½	6 10 6	3 2½	6 1 0	2 11½
(ii) For shop work whether performed in shop or joinery mills or in a mixed enterprise	6 10 0	3 5	7 5 6	3 7	6 16 0	3 4½
(iii) For work of employees in a mixed enterprise	6 19 0	3 5	7 5 6	3 7	6 16 0	3 4½
(iv) For building construction work	7 4 6	3 6½	7 11 0	3 8½	7 1 6	3 5½

A casual hand (as defined) shall be paid an additional amount at the rate of 4d. per hour with a minimum payment as for two hours of employment.

EXCEPTIONS AND MODIFICATIONS.

NOTE.—Notwithstanding anything elsewhere in this Determination contained or prescribed—

(a) The provisions of clauses 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, 21, 22, 23, 24, and 25 of this Determination shall not apply to or in respect of the employment of an employee ordinarily employed by the employer upon maintenance in or in connexion with a mixed enterprise but in lieu thereof the employer shall be bound to observe towards any such employee the provisions of any award, determination or agreement applicable to the majority of the other persons employed by him in such a mixed enterprise. The employer shall nevertheless be bound to apply to and in respect of such an employee the provisions of the other clauses not specifically in this sub-clause mentioned of this Determination.

(b) The provisions of clauses 9, 15, and 21 shall not apply to or in respect of the employment of an employee in or in connexion with a carpentry or joinery shop or a carpentry or joinery mill.

(c) Where an employee, employed in an employer's shop, works by direction of his employer on a building, fixing therein or thereon material made in such shop, he shall be paid for such work as for shop work: Provided that, if within three months of his first employment in such shop, his employment is terminated for any cause other than misconduct or his own voluntary act, he shall on such termination become entitled to be paid for such work performed by him on a building as aforesaid the difference between the rate prescribed by clause 2 of this Determination for shop work and that prescribed by the said clause for building construction work.

SPECIAL RATES.

3. In addition to the rates prescribed in clause 2 hereof the following special rates shall be payable to adult employees—

- (i) a leading hand shall be paid—
 - (a) if responsible for the direction and/or supervision of the work of not less than two nor more than six tradesmen carpenters or joiners 1s. 0d. per day
 - (b) if responsible for the direction and/or supervision of the work of more than six tradesmen carpenters and/or joiners 2s. 0d. per day
- (ii) an employee who has been employed at insulation work shall be paid for the period so employed at the rate of 4d. per hour
- (iii) an employee who has worked for a continuous period of more than an hour in the shade in a place where the temperature has been raised by artificial means to more than 115 degrees Fahrenheit shall be paid for such a period of work at the rate of 1½d. per hour
- (iv) an employee who has worked for a continuous period of more than an hour in the shade in a place where the temperature has been raised by artificial means to over 130 degrees Fahrenheit shall be paid for such a period of work at the rate of 3d. per hour.
- (v) an employee who has worked for a continuous period of more than an hour in a place where the temperature has been lowered by artificial means to less than 32 degrees Fahrenheit shall be paid for such a period of work at the rate of 1½d. per hour.
- (vi) an employee who has worked in a place where the fumes of sulphur or acids or other offensive fumes were present shall be paid such a rate per hour for the period of such working as may be agreed upon between him and the employer. Provided that in default of any agreement the employee may apply to the Wages Board for the fixation of an additional rate for the work performed in that place and the said Board may fix a rate therefor not exceeding 1½d. per hour, whereupon the rate so fixed shall become payable for the period of such work as aforesaid —
- (vii) an employee who has worked in a wet place shall be paid 1s. per day.
- (viii) an employee who has worked at dirty work shall be paid for the period of such work at the rate of 1½d. per hour
- (ix) an employee who has worked in a confined space shall be paid for the period of such work at the rate of 1½d. per hour
- (x) an employee who has worked in a boson's chair or on a single-plank swing scaffold on any date shall be paid for the period so worked as follows :—
 - For any period up to 4 hours on that day 1s.
 - For each hour thereafter 3d.

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 (iii), (iv) or (v) above such reading shall be made and taken by the employer or his foreman in the presence of such employee;
- (2) in the case of an employee's claim for any special rate prescribed above for the work which he is performing or has performed being denied by the employer's foreman the employee shall be entitled within twenty-four hours of such denial to ask for a decision thereon by the employer and such decision shall be given within forty-eight hours of its being asked for (unless that time expired on a non-working day, in which case it shall be given during the next working day), or else the said claim shall be allowed. Provided always that nothing hereinbefore contained shall be construed as affecting any other right of either the employee or the employer in relation to the work, the payment or recovery of payment for it or the employee's claim.
- (3) The special rates in this clause severally prescribed shall not be cumulative in respect of the same work; but the employer shall be bound to pay only one of such special rates namely the highest special rate applicable to the work in question.
- (4) The special rates in this clause prescribed shall be applicable as prescribed irrespective of the time at which or the day upon which any work is performed and they shall not be added to or supplemented by any overtime, special time, Sunday or holiday premium, penalty or addition.

RIGHT TO DEDUCT PAY.

4. The employer may deduct payment for any day upon which the employee cannot be usefully employed because of any strike by or participation in any strike by members of the Union, or because of any strike by any members or member of the Union employed by the employer or because of any strike by or participation in any strike by any other Union, organization or association or by any branch thereof or by any members thereof or of any branch thereof who are employed by the employer or because of any breakdown of machinery or failure or lack of power or because of any other stoppage of work for any cause for which breakdown, failure, lack, stoppage or cause the employer is not responsible.

PRESENTING FOR WORK, BUT NOT REQUIRED.

5. An employee who having been engaged for work receives a notice or direction from the employer to present himself therefor and who on presenting himself therefor in accordance with such notice or direction is not required to commence work shall be paid an amount of 5s., together with such allowances as may be applicable in pursuance of the provisions of clause 15 of this Determination.

HOURS.

6. The ordinary working hours shall be 44 in a week to be worked in five or five and a half days. The ordinary time of work shall be of 8 hours 48 minutes on each of Mondays to Fridays inclusive in the case of a five-day week being worked; or of 8 hours on each of Mondays to Fridays inclusive and of 4 hours on Saturdays in the case of a five and a half day week being worked. The ordinary time of work shall lie between the hours of half past seven in the forenoon and (in the case of a five and half day week being worked) between the hours of half past seven in the forenoon and twelve noon on Saturdays. There shall be a cessation of work and of working time for the purpose of a meal on each of Mondays to Fridays inclusive of not less than 42 minutes.

SHIFT WORK.

7. Where work is performed in shifts—

- (i) the first shift shall be worked within the hours of half past seven in the forenoon and half past five in the afternoon. It shall not exceed 8 hours 48 minutes in duration. It shall be paid for at the ordinary rates of payment.
- (ii) the second and the thirds shifts shall be paid for at one and a half times the ordinary rates of payment.

REST PERIODS.

- 8. (a) An employee who has worked continuously (except for the intervention of cessations for meals or crib-times as allowed by this Determination) for twenty hours shall not be required to continue at or recommence work for at least twelve hours.
- (b) There shall be allowed without deduction of pay a rest period of 10 minutes (from the time of ceasing work therefor until the time of resuming work) between the hours of 9.30 a.m. and 11 a.m.

(c) When an employee will be required to work overtime after the usual ceasing time for the day or shift for two hours or more, he shall be allowed to take without deduction of pay a crib-time not exceeding 20 minutes in duration immediately after such ceasing time and thereafter after each four hours of continuous work he shall be allowed to take also without deduction of pay a crib-time not exceeding 30 minutes in duration. In the event of an employee remaining at work after the ceasing time without taking the crib-time of 20 minutes hereinbefore prescribed and continuing at work for a period of two hours, he shall be regarded as having worked two and a third hours since the said ceasing time and be paid accordingly.

(d) Where shift work comprises three continuous and consecutive shifts of eight hours each per day a crib-time of not exceeding twenty minutes in duration shall be allowed without deduction of pay in each shift, such crib-time being in lieu of any other rest period or cessation of work elsewhere by this Determination provided for or prescribed.

(e) When an employee has worked for two hours in a place in the shade where the temperature has been raised by artificial means to more than 130 degrees Fahrenheit he shall be allowed without deduction of pay a rest period of twenty minutes and so also when he has worked any subsequent period of two hours' work in such a place.

(f) When an employee has worked for two hours in a place where the temperature has been lowered by artificial means to less than 32 degrees Fahrenheit he shall be allowed without deduction of pay a rest period of twenty minutes and so also when he has worked any subsequent period of two hours' work in such a place.

(g) The provisions of sub-clauses (b), (c) and (d) hereof shall not be applicable to the case of an employee who is allowed the rest periods prescribed by sub-clauses (e) and (f) hereof.

INCLEMENT WEATHER.

9. 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 AND SPECIAL TIME.

10. (a) All time worked beyond the ordinary time of work as prescribed in clause 6 of this Determination shall be paid for at the rate of one and a half times ordinary rates for the first two hours thereof and at twice ordinary rates for such as continues after two hours.

(b) An employee who has left the premises in which he is employed and is recalled to work after the usual ceasing time of work in order to perform work for a duration of less than an hour shall be paid as for an hour at overtime rates.

(c) If an employer require an employee to work during the time prescribed by clause 6 of this Determination 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 require 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 forty-two minutes prescribed in clause 6 of this Determination or to any other extent (not being less than forty-two 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.

(d) Overtime work performed by shift workers employed on the second or third shifts of a day when two or three shifts are worked shall be paid for at twice the ordinary rates of payment.

SUNDAY WORK.

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

HOLIDAYS.

12. (a) An employee engaged by the week shall be entitled to the following holidays without deduction of pay:—New Year's Day, Australia Day, Anzac Day, Labour Day, Good Friday, Easter Monday, King's Birthday, Melbourne Cup Day, Christmas Day, 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 Union be substituted for Melbourne Cup Day.

(b) Subject to the provisions of clause 10 of this Determination all work performed on any of the holidays mentioned in paragraph (a) hereof shall be paid for at the rate of double time.

TIME RECORDS.

13. The employer shall keep a record showing the names of the employees, the number of hours worked, the rates of pay, and the wages paid to the employees from week to week.

MEAL ALLOWANCE.

14. (a) Employers shall provide facilities to enable employees to obtain an adequate supply of boiling water at meal time cessations and at rest periods.

(b) Where an employee is required to work overtime in excess of one hour and has not been given notice of such requirement on the previous working day he shall be paid by his employer an amount of 2s. 6d. to meet the cost of a meal.

ALLOWANCES FOR EXCESS FARES AND TRAVELLING TIME.

15. (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 employees engaged upon construction work.

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

	Per Day.	
	s.	d.
Up to and including 12 miles	2	0
Over 12 and up to 20 miles	2	6
Over 20 and up to 30 miles	3	0

Provided nevertheless that—

- (i) that 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 1s. 4d., per day only shall be paid;
 - (ii) when fares and travelling time are incurred in respect of "distant jobs" as defined in clause 16 of this Determination or in respect of work performed beyond thirty miles of any of the abovenamed centres the local post office nearest to the job shall be substituted as a centre for the purpose of this clause.
- (b) 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.
- (c) The provisions of this clause shall not apply to employees employed on public construction works on which the work performed by such employees is subsidiary and auxiliary to the carrying out of such works; but in lieu of the provisions of this clause employees on such work shall receive the same allowances for fares and travelling time as are paid to the majority of other persons employed on the particular construction work on which such employees are employed.

ALLOWANCES FOR DISTANT JOBS.

16. (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 who is directed by his employer to proceed to construction work on a distant job and who complies with such direction shall be paid the following allowance in order to enable him to provide himself with suitable board and accommodation:—

If employed on the job for less than a full working week	10s. 0d. per day.
If employed on the job for a full working week or longer at the rate of	42s. 0d. 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 shall not relieve the employer from his obligation to make 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.

(c) An employee who is directed by his employer to proceed to construction work on a distant job shall not be entitled to any of the allowances prescribed by clause 15 of this Determination but on proceeding to the locality of the work 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 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. 0d. 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, nor payment for return travelling time nor the amount of 5s. 0d. 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 purpose 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 the work.
- (d) An employee who has been directed by his employer to proceed to construction work 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 of 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 twenty-eight 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.

COMPENSATION FOR SPOILT CLOTHES OR TOOLS.

17. An employee whose clothes or tools have been spoilt by acid, sulphur or other deleterious substances, shall be paid such amount to cover the loss thereby suffered by him as may be agreed upon between him and his employer, or in default of agreement as may be fixed by the Wages Board.

TOOLS.

18. (a) The employer shall provide the following tools when they are required for the work to be performed by the employee:—

Dogs and cramps of all descriptions.
Bars of all descriptions.
Augers of all sizes.
Star bits and bits not ordinarily used in a brace.
Hammers, except claw-hammers.
Glue-pots and glue-brushes.
Dowel plates.
Trammels.
Hand-and-thumb screws.
Spanners.
Soldering-irons.

(b) When the number of carpenters and/or joiners on a job exceeds six and the duration of the job exceeds four weeks, the employer shall provide for the use of carpenters and joiners a suitable grindstone together with power (hand or driven) for turning the same.

(c) On any job where paragraph (b) hereof does not apply the employees, if they so desire, shall after eight weeks of employment thereon, and thereafter at eight-weekly periods of their employment thereon, have access to a grindstone which shall be made available to them at the employer's workshop or at some other place agreed upon between the employer and the Union.

PROTECTION OF EMPLOYEES.

19. Suitable asbestos sheets and/or coloured glasses shall be provided by the employer for the protection of employees working at oxy-acetylene or electric arc welding or their assistants.

Where electric arc operators are working suitable screens shall be provided in order to protect employees from flash. The employer shall provide gas-masks for employees engaged upon work where gas is present.

FIRST-AID EQUIPMENT.

20. A first-aid kit as required by the Regulations under the Factories and Shops Acts; or if such Regulations be not relevant, as recommended by the St. John's Ambulance Society, shall be provided and maintained by the employer on each job.

CONVENIENCES.

21. (a) The employer shall provide on all jobs sanitary conveniences in accordance with the requirements of the local health authority.

(b) The employer shall provide on all jobs in towns and cities a suitable and secure waterproof lock-up, solely for the purpose of storing employees' tools.

(c) The employer shall provide suitable mess and dressing accommodation with a dry floor and including seating, on all jobs unless it is impracticable to do so due to the site, conditions or building regulations. In order to comply with this sub-clause, where five or more men are employed and the work is estimated to last two weeks or more a shed based on six square feet per employee but with a minimum of 50 square feet shall be provided and shall be for the exclusive use of the employees and shall not be used for the storage of building materials.

ANNUAL LEAVE.

PART I.

22. Employees engaged at building construction work. (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 eighty-eight 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 one-thirteenth of a week's wage in respect of each completed eighty-eight 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) or (b) hereof shall be reduced by one-fiftieth for each week or part thereof during which any such absence occurs.

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

- (i) injury received during the course of employment and for which an employee received workers' compensation—up to a maximum of two months;
- (ii) any reason satisfactory to the employer, or in the event of dispute, to the Wages Board;
- (iii) where called up for military service for up to three months in any qualifying period.

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

(f) Service before the 1st day of December, 1945, shall be disregarded for the purposes of this clause.

(g) Continuous service since the 31st day of December, 1945, until the date of the coming into operation of this Determination shall be counted as part of a qualifying period for the purposes of this clause of this Determination.

(h) Notwithstanding anything elsewhere contained in this Determination, an employer giving leave at the Christmas-New Year 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 qualified on the basis of one-thirteenth of a week's wages in respect of each eighty-eight hours of continuous service (exclusive of overtime) during his current qualifying twelve-monthly period.

PART II.

Employees engaged otherwise than at building construction work—

(a) Subject to the provisions hereinafter in this Part of this clause contained, a period of fourteen consecutive days' leave with payment of wages at the ordinary rates of payment shall be allowed annually to an employee by his employer after a period of twelve months' continuous service (less such period of leave) with such employer.

(b) If any holiday to which an employee is entitled in pursuance of clause 12 of this Determination occurs within any such period of leave and is observed on a day which in the case of the employee would otherwise have been an ordinary working day there shall be added to that period one day, being an ordinary working day, for each such holiday observed as aforesaid: Provided that an employee shall not be entitled to have any such addition as aforesaid made to the period of his leave if, except for reasonable cause (proof whereof shall be upon him) he fails to resume work immediately following the period comprising his period of leave (extended by any such intervening holiday or holidays) and remains at work thereafter for the number of working days equivalent to the number of such holidays.

(c) Such leave shall be given at a time fixed by the employer within a period not exceeding six months from the date when the right to such leave accrued and after not less than fourteen days' notice to the employee.

(d) Such leave shall be allowed and shall be taken and except as provided by sub-clause (e) of this Part of this clause payment shall not be made or accepted in lieu thereof.

(e) If after one month's continuous service in any qualifying period an employee lawfully leaves his employment or it is terminated by the employer through no fault of the employee, the employee shall be entitled to be paid as for a day's work at his ordinary rate of payment in respect of each completed month of continuous service in respect of which leave has not been taken in pursuance of this part of this clause.

(f) An employee before commencing such leave shall be paid two weeks' wages. For the purposes of this sub-clause and sub-clauses (e) and (h) of this Part of this clause payment shall be at the rate prescribed by clause 2 of this Determination for the work at which the employee was ordinarily employed immediately prior to the commencement of such leave or to the leaving or termination of the employment as the case may be.

(g) An employer may allow such leave to an employee before the right thereto has accrued but where leave has been taken in such a case the qualifying period for further leave shall not commence to accrue until the expiration of the twelve months in respect of which the leave so allowed was taken.

- (h) Where leave has been allowed pursuant to sub-clause (g) of this Part of this clause and the employee subsequently leaves or is discharged from the service of the employer before completing the twelve months' continuous service in respect of which the leave was allowed in advance the employer may for each complete month of the qualifying period of twelve months not served by the employee deduct from whatever remuneration is payable upon the termination of the employment the equivalent of payment as for a day's work at his ordinary rate of payment.
- (i) Subject to the provisions of sub-clauses (j) and (k) of this Part of this clause continuity of service shall be deemed not to have been broken by—
- (i) any interruption or determination of the employment by the employer if such interruption or determination has been made with the intention of avoiding obligations in respect of the allowance of leave;
 - (ii) any absence on account of leave granted to or imposed upon the employee;
 - (iii) any absence from work not exceeding fourteen days in a qualifying period of twelve months on account of sickness or accident;
 - (iv) any absence due to reasonable cause (other than as set out in (i), (ii) or (iii) above) proof whereof shall be on the employee.
- (j) In calculating a period of twelve months' continuous service—
- (1) (a) any annual leave taken therein,
 - (b) any absences of the kinds mentioned in (i) or (iii) of sub-clause (i) of this Part of this clause shall be counted as part of such period;
 - (2) in case of absences of the kinds mentioned in (ii) or (iv) of the said sub-clause (i) the employee shall serve such additional period as part of his qualification for annual leave as will equal the period of such absences.
- (k) In the case of an employee being unable to attend for work for any cause mentioned in (iii) or (iv) of sub-clause (i) of this Part of this clause he shall within 24 hours of the time when he was due to attend for work, unless it be impracticable for him to do so and then as soon as it is practicable, notify the employer in writing of the cause of his absence and the probable duration thereof. In default of doing so his absence may be regarded by the employer as having broken the continuity of his service. Upon the employee notifying the employer as aforesaid of the cause and probable duration of his absence he shall be deemed not to have broken the continuity of his service: Provided nevertheless that if the employer within fourteen days of the receipt of the employee's notification notifies the employee in writing delivered to him personally or sent by pre-paid post to his last recorded place of residence that he regards the absence as having broken the continuity of service the question may within fourteen days of receipt of the employer's notification by the employee be at the instance of the employee referred to the Wages Board which shall decide the matter. Failing such notification by the employer as aforesaid the absence shall be deemed not to have broken the continuity of service. If however such notification is made aforesaid by the employer and the employee fails within fourteen days of its receipt to have the matter referred to the Wages Board then the absence shall be deemed to have broken the continuity of service.
- (l) For the purposes of this Part of this clause a month shall be reckoned as commencing with the beginning of the first day of the employment or period of employment in question or the day of the period in question bearing the same date number as that day and as ending at the beginning of the day which in the latest month in question has the same date number as that which the commencing day had in its month and if there be no such day in such subsequent month it shall be reckoned as ending at the end of such subsequent month.
- (m) Where the employer is a successor, assignee or transferee of a business, if the employee was in the employment of the employer's predecessor in that business at the time when the employer became such successor, assignee or transferee the employee shall in respect of the period during which he was in the employment of such predecessor be for the purposes of this Part of this clause deemed to have been in the employment of the employer.
- (n) Continuous service since the 31st day of December, 1945, until the date of the coming into operation of this Determination shall be counted as part of a qualifying period for the purposes of this Part of this clause of this Determination.

SICK LEAVE.

23. The following provisions shall apply in respect of employees employed in or in connexion with the joiner's shops:—

- (a) An employee other than a casual hand who is absent from his work on account of personal illness or on account of injury by accident arising out of and in the course of his employment shall be entitled to leave of absence without deduction of pay, subject to the following conditions and limitations—
- (i) he shall not be entitled to such leave of absence unless he has been in the service of the employer concerned for at least two months immediately prior to such absence;
 - (ii) he shall not be entitled to such leave of absence for any period in respect of which he is entitled to workers' compensation;
 - (iii) he shall, within forty-eight hours of the commencement of such absence, inform the employer of his inability to attend for work, and as far as may be practicable, state the nature of the illness or injury and the estimated duration of the absence;
 - (iv) he shall prove to the satisfaction of the employer (or in the event of dispute of the Wages Board) that he was unable to account for such illness or injury to attend for work on the day or days for which the sick leave is claimed;
 - (v) he shall not be entitled in any year (whether in the employment of one employer or of more) to leave in excess of forty-four hours of working time.
- (b) Where under any scheme of insurance or of an accident, relief or provident fund to secure the benefit of which the employer has paid the necessary premium or contribution compensation has become payable for absences due to sickness or injury the employer shall not be bound to pay more of the employee's wage than is sufficient with such compensation to make up the full amount of such employee's wage for the day or days of absence.

PAYMENT OF WAGES.

24. (a) All wages, allowances and other moneys due shall be paid not later than the time of cessation of work on Thursday of each working week or otherwise by mutual arrangement.

(b) On termination of employment by the employer, all wages, allowances, and other moneys due shall be paid at the time of termination.

TERMINATION OF EMPLOYMENT.

25. (a) In the case of employees engaged by the week the following provisions shall apply:—

- (i) subject to the provisions of placitum (ii) hereof a week's notice of the termination of engagement shall be given on either side or one week's wages shall be paid or forfeited in lieu thereof. Such notice may be given on any day during the week to terminate the engagement either on the corresponding day of the following week or on any later day of the following week;
- (ii) the employer may dismiss any employee summarily without notice for malingering, idling, inefficiency, neglect of duty including going slow, or misconduct whereupon he shall pay the employee's wages up to the time of dismissal only.

(b) In the case of employees engaged by the hour one hour's notice of the termination of the engagement shall be given on either side or one hour's pay shall be paid or forfeited in lieu thereof. In the case of the notice being given by the employer, such hour shall be allowed to the employee to gather, clean, pack, and transport his tools.

STEWARDS.

26. An employee who has been appointed steward on a job shall upon notification of that fact to the employer be recognized by the employer as the accredited representative of the Union. Such an employee shall be allowed all necessary time during working hours without deduction of pay to interview the employer or his representative on any matter affecting the other employees on the job.

JUNIOR LABOUR.

Part I.—Unapprenticed.

27. (a) The proportion of unapprenticed junior employees to journeymen employed by any employer shall not exceed one to four on building construction work performed on site and one to six on work performed in shops or joinery mills: Provided nevertheless that an employer who employs two adult employees may employ one unapprenticed junior employee.

(b) Unapprenticed junior employees shall be paid the same wages as are prescribed in sub-clause (f) of Part II. of this clause and they shall also be paid the special rates prescribed in clause 3 of this Determination according to the exigencies of their employment.

(c) The provisions of clauses 2 to 25 (both inclusive) of this Determination shall be applicable to and in respect of the employment of unapprenticed junior employees.

(d) No unapprenticed junior employee shall be permitted or required by his employer to attend winches, sling timber or work power-driven machinery.

Part II.—Apprenticed.

(Except those covered by the Apprenticeship Commission.)

(a) All apprenticed junior employees shall be indentured for five years in accordance with the form of indenture prescribed by the Wages Board: Provided that a period of probation of three months shall be allowed to each such junior employee, which shall be reckoned as part of the period of his apprenticeship should he at the commencement thereof, or during, or at the termination thereof become indentured as aforesaid.

(b) All documents of indentures and transfers thereof shall be lodged with the Secretary of the Wages Board.

(c) (i) The proportion of apprenticed junior employees to journeymen employed in shops or joinery mills shall not exceed two to three or a fraction of three after any full multiple of three. The calculation of the proportion shall be based, when it is proposed to take an apprentice, upon the aggregate numbers of employees on full-time employment with the employer for the preceding six months. If an employer is actually working in the trade he shall count as a journeyman.

(ii) The proportion of apprenticed junior employees to journeymen employed elsewhere than in shops or joinery mills shall be in accordance with the proportion as prescribed by the Apprenticeship Commission for such apprentices as come within the jurisdiction of such Commission.

(d) If an employer is unable to fulfil his obligations to an apprentice, the apprentice shall be entitled to complete his term of apprenticeship with another employer, who may take and employ him as such an apprentice and for that purpose the apprentice shall, if required so to do, sign a deed of apprenticeship to such other employer.

(e) No employer shall be entitled to take an apprentice unless he has been in business for at least one year: Provided that this sub-clause shall not apply to the case of an employer or an apprentice in a joinery mill.

(f) The minimum ordinary rates of payment to be paid by employers to apprentices shall be as follows:—

	Percentage of Total Basic Wage.	Total Wage Payable—		
		Within 20 miles of G.P.O., Melbourne, 10 miles of G.P.O., Geelong, at Warrumbul, and within Mildura and Gippsland Districts.	At Yallourn.	Other Parts of Victoria.
		Per Week. £ s. d.	Per Week. £ s. d.	Per Week. £ s. d.
1st six months	20	1 0 0	1 1 0	0 19 0
2nd " "	25	1 4 6	1 6 6	1 4 0
2nd year	30	1 9 6	1 11 6	1 9 0
3rd year	45	2 4 6	2 7 6	2 3 0
4th year	65	3 4 6	3 8 6	3 2 6
5th year	85	4 4 0	4 9 6	4 1 6

The said minimum rates shall be calculated to the nearest 6d. per week, any fraction not exceeding 3d. to be disregarded.

(g) A tool allowance of 2s. per week shall be paid to apprentices in their third, fourth and fifth years of apprenticeship.

(h) The provisions of clauses 2 to 13 (both inclusive) and clauses 15 to 24 (both inclusive), of this Determination shall be applicable to and in respect of the employment of apprenticed junior employees to the extent that they are consistent with the provisions of any articles of indenture in accordance with the terms of indenture as prescribed by the Wages Board.

DEFINITIONS.

28. For the purposes of this Determination—unless otherwise by the context implied—

Carpenter or Joiner means an employee engaged upon construction work and upon work ordinarily performed by carpenters or joiners in any workshop, establishment or yard.

Casual hand means an employee engaged by the hour who is or has been employed for a period of less than five days (exclusive of overtime) and who has not been summarily dismissed for misconduct or inefficiency or has not by his own act terminated his employment. Provided that a person who is engaged on weekly hiring in any other capacity than a carpenter and who without interruption in the continuity of his employment is directed to do carpenter's work shall not be deemed to be a casual hand within the meaning of this definition.

Confined space means a place the dimensions or nature of which necessitate working in a cramped position or without sufficient ventilation.

Construction work means work in connexion with the erection, repair, maintenance, renovation, ornamentation or demolition of buildings or structures, and the making, preparing, assembling or fixing of all woodwork and fittings in connexion therewith and the making, preparing, assembling and fixing of any material necessitating the use of carpentering tools or machines.

Dirty work means work concerning which the employer or his foreman and the employee agree that it is of an unusually dirty or offensive nature.

Insulation work means work which involves the handling in loose form of charcoal, pumice, "slag-wool", "insul-wool" or other loose materials of a like nature used in the construction, repair or demolition of roofing, flooring, walls or partitions for providing insulation against heat, cold or noise.

Leading hand means a tradesman carpenter or joiner who is given by the employer or his agent the responsibility of directing and/or supervising the work of other tradesmen carpenters or joiners.

Maintenance means work performed by carpenters or joiners employed in a mixed enterprise 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 carpenters or joiners additional to the regular staff of carpenters or joiners employed by such enterprise are engaged.

Mixed enterprise means an employer's enterprise carried on for the purpose of the production, treatment, distribution or provision of articles, goods, merchandise, materials, gas, electric current or power or any transport, water supply or sewerage service, the production, treatment, distribution or provision whereof is not mainly attributable to or mainly dependent on the work performed by carpenters or joiners therein employed but in which the work performed by carpenters or joiners is subsidiary and auxiliary to the carrying on of the enterprise.

Rate of double time means a rate of payment for work done comprised of the rate of payment ordinarily applicable to such work plus a rate equal to once that rate of payment; but in respect of an hourly rate of payment, the rate of double time prescribed by clause 12 of this Determination for work performed on any such prescribed holiday means a rate of payment at the rate which would ordinarily have been payable for such work had it been performed on a working day other than such a holiday.

Stock work means the making and/or cramping and/or assembling of stock doors not larger than 7 feet by 3 feet by 2 inches, double insertion moulder, or ledge doors of the same size, stock sashes not larger than 6 feet by 3 feet by 1½ inches or stock frames for the same, ladders, step-ladders, skirt-ironing boards, shirt-ironing boards, boot-cutting boards, paste-boards, clothes horses, fly-wire doors, fly-wire windows, tree-guards, dog-kennels, wheel-barrows, water-closets (other than pedestal seats).

Union means the Building Workers Industrial Union of Australia.

Wet place means a place where water is dripping so that the clothing of the employee becomes saturated or a place where the employee has to stand in water exceeding 2 inches in depth so that his feet become wet.

PERIODICAL ADJUSTMENT OF WAGES.

29. The wages rates set out in clause 2 are based upon the following basic wage and, pursuant to the provisions of Section 21 of the *Factories and Shops Act 1934*, the Board hereby determines that such rates shall be automatically increased or decreased by the same amount and at the same time as such basic wage. The basic wage rates shown hereunder shall be adjusted as prescribed in clause 30.

Table "A" Basic Wage.

Place.	Needs Basic Wage Adjustable.	Loading Constant.	Total Basic Wage.	Index Number Set Assigned.
	£ s. d.	£ s. d.	£ s. d.	
Victoria—				
Within 20 miles of G.P.O., Melbourne; 10 miles of G.P.O., Geelong; at Warrnambool, and within Mildura and Gippsland Districts ..	4 13 0	0 6 0	4 19 0	Melbourne
Yallourn—6s. 6d. in excess of basic wage for Melbourne.				
Elsewhere—3s. less than the contemporaneous basic wage for Melbourne.				

ADJUSTMENT OF BASIC WAGE.

30. For work done before the beginning of the first pay period to commence in February, 1947, amounts of the basic wage shall be as prescribed in clause 29.

For work done during each future pay period of or near a quarter beginning with the first pay period to commence in a February, a May, an August, or a November, the amounts of the basic wage shall be adjusted by the following methods according to the position and fluctuations (if any) of the Commonwealth Statistician's "All Items" retail price index numbers.

For the purposes of this Determination the expression "Commonwealth Statistician's 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:—

- (1) The index number set to be applied to a place is that assigned thereto in clause 29.
- (2) The index number for the calendar quarter next preceding the period of or near a quarter for which the adjustment is made is to be ascertained.
- (3) The amount assigned in the following table (or in any extension thereof) to the index number division comprising that number is to be ascertained.
- (4) The basic wage shall be of that amount assigned during such successive period.

Table "B".

Index Number Divisions.	Basic Wage.	Index Number Divisions.	Basic Wage.
	£ s. d.		£ s. d.
994-1006	4 1 0	1118-1129	4 11 0
1007-1018	4 2 0	1130-1141	4 12 0
1019-1030	4 3 0	1142-1154	4 13 0
1031-1043	4 4 0	1155-1166	4 14 0
1044-1055	4 5 0	1167-1179	4 15 0
1056-1067	4 6 0	1180-1191	4 16 0
1068-1080	4 7 0	1192-1203	4 17 0
1081-1092	4 8 0	1204-1216	4 18 0
1093-1104	4 9 0	1217-1228	4 19 0
1105-1117	4 10 0	1229-1240	5 0 0

Any extension of this table must be of the same construction as the table.

The wages of apprentices shall be the percentages of the total basic wage prescribed for the area in which they are employed calculated to the nearest sixpence, any broken part of sixpence in the result not exceeding threepence to be disregarded.

31. The wages rates set out in clause 2 hereof consist of the Total Basic Wage prescribed in clause 29 and the margins and loadings set out hereunder:—

Section A—Weekly Employees.

	For Stock Work.	For Shop Work whether performed in Shop or Joinery Mills or in a Mixed Enterprise.	For Work of Employees Employed in a Mixed Enterprise.	For Building Construction Work.
	Per Week.	Per Week.	Per Week.	Per Week.
	£ s. d.	£ s. d.	£ s. d.	£ s. d.
Margin for skill	1 0 0	1 10 0	1 10 0	1 10 0
War loadings	0 4 0	0 6 0	0 6 0	0 6 0
Tool allowance	0 1 0	0 4 0	0 4 0	0 4 0
Disabilities allowance	5 6
Total additions	1 5 0	2 0 0	2 0 0	2 5 6

Section B—Hourly Employees.

An hourly rate (calculated to the nearest farthing), equivalent to one-forty-fourth of the fifty-two forty-eighths of the weekly rate which would be payable in pursuance of section A of this clause had the employee been engaged by the week: Provided nevertheless that a casual hand shall be paid an additional amount at the rate of 4d. per hour with a minimum payment as for two hours of employment.

NOTE.—(1) The disabilities allowance referred to in section A above is to compensate for conditions peculiar to building construction work, namely, working in the open and being thereby subjected to climatic conditions, dusty 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 the standard working hours in industry generally from 48 to 44 hours per week and for all other matters not specifically compensated or allowed for by any other provision of this clause 2 of this Determination.

(2) The calculation of the hourly rate prescribed in this clause takes account of loss of earnings by employees engaged by the hour due to the occurrence of any of the holidays mentioned in clause 12 of this Determination, the non-application to such employees of the benefits of clause 23 of this Determination and the incidence of loss of wages for periods of unemployment between jobs.

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

J. V. WILLOX, Acting Secretary.

Melbourne, 22nd November, 1946.

