



VICTORIA
GOVERNMENT GAZETTE.

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No. 771]

MONDAY, SEPTEMBER 7.

[1953

Victoria.

PRICES REGULATION ACTS.

NOTICE OF REMOVAL OF SUSPENSION OF OPERATION OF PRICES REGULATION ORDER No. 571.

IN pursuance of the provisions of sub-section (4) of Section 13 of the *Prices Regulation Act 1948*, I, WILLIAM SLATER, the responsible Minister of the Crown for the time being administering the Prices Regulation Acts, do hereby remove the suspension, imposed by Notice dated the 12th day of August, 1953, and published in the *Government Gazette* of the 13th day of August, 1953, of the operation of Prices Regulation Order No. 571 relating to the maximum prices at which liquors may be sold by wholesale.

Dated at Melbourne the 4th day of September, 1953.

W. SLATER,
Minister in Charge of Prices.

Prices Regulation Acts.

PRICES REGULATION ORDER No. 578.

LIQUORS—SALES BY WHOLESALE.

WHEREAS in pursuance of the powers conferred upon him by the Prices Regulation Acts, the Minister in Charge of Prices did by notice dated the 12th day of August, 1953, and published in the *Government Gazette* of the 13th day of August, 1953, suspend the operation of the whole of the Prices Regulation Order No. 571.

Now therefore, I, John Francis Waldron, the Prices Commissioner, in pursuance of the powers conferred upon me by sub-section (4) of Section 13 of the *Prices Regulation Act 1948*, and in conformity with my report to the Minister, do hereby amend the said Prices Regulation Order No. 571 by substituting for the Schedule to that Order the Schedule to this Order, which Schedule may be cited as the Schedule to Prices Regulation Order No. 571. This Order may be cited as Prices Regulation Order No. 578.

THE SCHEDULE.

(Which Schedule shall be substituted for and may be cited as the Schedule to Prices Regulation Order No. 571.)

Kinds of Liquor.	Maximum Prices.						
	Bulk Liquor.					Bottled Liquor.	
	Per Hogshead.	Per Barrel.	Per Half Hogshead.	Per Kilderkin.	Per Firkin.	Per Dozen Bottles.	Per Dozen Half-bottles.
	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
Carlton and United Breweries Ltd.— Delivered F.I.S. Metropolitan Area or F.O.R./F.O.B. Melbourne— Draught Beer	26 18 2	18 0 10	13 9 1	8 17 4	4 12 10	..	..
Abbots Lager, Carlton Bitter Ale, Foster's Lager, Melbourne Bitter Ale, Victoria Bitter Ale, Khaki Stout, Invalid Stout— Loose	1 7 4	0 15 6
In Returnable Crates	1 7 7	0 15 9
In Paper Bags or Cartons	1 9 9	0 16 6
Double Stout— Loose	1 9 8	0 18 1
In Returnable Crates	1 9 11	0 18 4
In Paper Bags or Cartons	1 11 0	0 19 1
Crown Lager— Loose	1 8 7	0 16 4
In Returnable Crates	1 8 10	0 16 7
In Paper Bags or Cartons	1 9 11	0 17 4
The Richmond Nathan System Brewing Company Proprietary Limited— Delivered F.I.S. Metropolitan Area or F.O.R./F.O.B. Melbourne— Draught Beer	12 11 4	8 5 10	4 6 3	..	..
Richmond Bitter Ales, Richmond Lager, Richmond Pilsner, Richmond Stout, Kentdale Lager— Loose	1 4 7	..
In Returnable Crates	1 4 10	..
In Paper Bags or Cartons	1 5 11	..
In cases containing 4 dozen bottles	1 8 6	..
The Volam Brewing Co. Ltd., Geelong— Delivered F.I.S. or F.O.R./F.O.B. Geelong Area— Draught Beer	8 18 9	4 15 2	..	..
The Ballarat Brewing Company Ltd.— Delivered F.I.S. Ballarat Area— Draught Beer	13 15 5	9 1 8	4 15 2	..	..
Ballarat Bitter, Ballarat Lager, Ballarat Stout— Loose	1 7 4	0 15 6
In Returnable Crates	1 7 7	0 15 9
In Paper Bags	1 8 8	0 16 6
In Cartons	1 10 3	..
In cases containing 4 dozen bottles	1 12 1	..
Sales delivered F.I.S. Metropolitan Area or F.O.R./F.O.B. Melbourne— Draught	13 9 1	8 17 4	4 12 10	..	..
Sales delivered F.I.S. Metropolitan Area or F.O.B./F.O.R. Ballarat— Ballarat Bitter, Ballarat Lager, Ballarat Stout— Loose	1 7 4	0 15 6
In Returnable Crates	1 7 7	0 15 9
In Paper Bags	1 8 8	0 16 6
In Cartons	1 10 3	..
In cases containing 4 dozen bottles	1 12 1	..

THE SCHEDULE—continued.

	Maximum Prices.		
	Bulk Liquor.		Bottled Liquor.
	Draught Beer per Half Hogshead.	Draught Beer per Kilderkin.	Ballarat Bitter, Ballarat Lager, Ballarat Stout per 1 Dozen Bottles in Returnable Crates.
	£ s. d.	£ s. d.	£ s. d.
Sales delivered F.I.S. Specified Districts—			
Avoca		9 5 8	1 8 7
Bacchus Marsh		9 5 8	1 8 7
Ballan		9 4 2	1 8 2
Beeac		9 6 8	1 8 10
Beaufort		9 4 8	1 8 4
Buangor		9 5 8	1 8 7
Clunes		9 3 8	1 8 1
Clorindhap		9 4 2	1 8 2
Cressy	14 1 5		1 8 7
Enfield		9 3 2	1 7 11
Learmonth		9 3 8	1 8 1
Lexton		9 5 2	1 8 5
Linton		9 4 2	1 8 2
Lismore	14 2 2		1 8 8
Maryborough		9 5 8	1 8 7
Moonambel		9 5 8	1 8 7
Myrniong		9 4 8	1 8 4
Rokewood		9 4 2	1 8 2
Scarsdale		9 3 2	1 7 11
Skipton		9 5 2	1 8 5
Smythesdale		9 3 2	1 7 11
Snake Valley		9 3 8	1 8 1
Streatham		9 6 8	1 8 10
Talbot		9 5 2	1 8 5
Waubra		9 4 2	1 8 2

Dated this 4th day of September, 1953.

J. F. WALDRON,
Prices Commissioner.





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No. 772]

MONDAY, SEPTEMBER 7.

[1953

Factories and Shops Acts.

DETERMINATION OF THE CARPENTERS BOARD.

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

Carpentry and Joinery have been proclaimed as Apprenticeship Trades under the *Apprenticeship Act 1928* for the whole of the State.

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 25th August, 1953, the last previous Determination of this Board shall be revoked and replaced by this Determination.

WAGES.

2. (i) Applicable to employees engaged on hourly hiring.

Adult Employees (other than Apprentices).	*Total Wage Payable—		
	Within 20 Miles of G.P.O., Melbourne; 10 Miles of G.P.O., Geelong; at Warrnambool, and within Mildura and Gippsland Districts.	At Yallourn.	Other Parts of Victoria.
	s. d.	s. d.	s. d.
(i) For stock work	7 4½	7 6½	7 3½
(ii) For shop work whether performed in shop or joinery mills or in a mixed enterprise	7 11	8 1	7 10
(iii) For work of employees in a mixed enterprise	7 11	8 1	7 10
(iv) For building construction work	8 0½	8 2½	7 11½

* These rates are loaded to cover payment for Public Holidays, Sick Leave, and time lost in following the job.

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.

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(ii) Applicable to employees engaged on weekly hiring.

Adult Employees (other than Apprentices).	†Total Wage Payable—		
	Within 20 Miles of G.P.O., Melbourne; 10 Miles of G.P.O., Geelong; at Warrnambool, and within Mildura and Gippsland Districts.	At Yallourn.	Other Parts of Victoria.
	£ s. d.	£ s. d.	£ s. d.
(i) For stock work	13 11 3	13 17 9	13 8 3
(ii) For shop work whether performed in shop or joinery mills or in a mixed enterprise	14 12 0	14 18 6	14 9 0
(iii) For work of employees in a mixed enterprise	14 12 0	14 18 6	14 9 0
(iv) For building construction work	14 17 6	15 4 0	14 14 6

† Employees on weekly hiring are entitled to the provisions of clauses 12 and 23 in respect of Public Holidays and Sick Leave.

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 in 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) (i) 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 and in addition shall be paid (to the nearest ld.) a proportionate amount of the disabilities allowance set out in Section A—Weekly Employees clause 32, for building construction work, for the time so employed.
- (ii) Where a maintenance carpenter or joiner is employed on building construction work, as herein defined, he shall be paid for such work as for work in a mixed enterprise and in addition shall be paid (to the nearest ld.) a proportionate amount of the disabilities allowance set out in Section A—Weekly Employees clause 32, for building construction work for the time so employed; for the purposes of this sub-clause a maintenance carpenter or joiner shall be regarded as employed on building construction when he is required to and does work on the site in connexion with the erection or demolition of a building exceeding 250 square feet in floor area; or the repair, maintenance, renovation, or ornamentation of buildings or structures which are not directly concerned with the activities of the establishment in which, or the employer by whom, he is employed.

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 6d. per hour
- (iii) an employer 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 3d. 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 6d. 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 3d. 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 —
- (vii) an employee who has worked in a wet place shall be paid for the period of such work at the rate of 3d. per hour
- (viii) an employee who has worked at dirty work shall be paid for the period of such work at the rate of 3d. 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 3d. 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, (other than inclement weather within the allowance prescribed by clause 9), 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. Except as herein provided the ordinary working hours shall be 40 in a week to be worked in five days. The ordinary time of work shall be 8 hours on each of Monday to Friday inclusive. The ordinary time of work shall lie between the hours of 7.45 a.m. and 5 p.m. There shall be a cessation of work and of working time for the purpose of a meal on each day of not less than 45 minutes between the hours of noon and 1 p.m.

COMPULSORY OVERTIME.

All Employees.

6A. An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.

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 third 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, Queen'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 3s. 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	3	3
Over 12 and up to 20 miles	3	10
Over 20 and up to 30 miles	4	6

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 2s. 5d., 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 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	20s. 0d. per day.
If employed on the job for a full working week or longer at the rate of	65s. 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.

Provided further that the foregoing allowances shall be increased if the employee satisfies the employer that he reasonably incurred a greater outlay than that prescribed.

(c) An employee who is directed by his employer to proceed to construction work on a distant job and who complies with such direction 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 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. 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.

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.

DETERMINATION OF THE CARPENTERS BOARD

NOTE.

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

Section 22 (2), Act 4874, 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.

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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 HOLIDAY.

22. The annual holiday shall be as prescribed by the provisions of the *Factories and Shops (Annual Holidays) Act 1946 No. 5111*, and any amendments which may be made thereto from time to time.

SICK LEAVE.

23. The following provisions shall apply in respect of employees engaged by the week:—

(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 for any period in respect of which he is entitled to workers' compensation;
- (ii) 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;
- (iii) he shall prove to the satisfaction of the employer that he was unable on account of such illness or injury to attend for work on the day or days for which the sick leave is claimed;
- (iv) he shall not be entitled in any year (whether in the employment of one employer or of more) to leave in excess of 40 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.
- (c) Sick leave shall accumulate from year to year so that any balance of the period specified in sub-clause (a) (iv) of this clause which has in any year not been allowed to an employee by an employer as paid sick leave may be claimed by the employee and subject to the conditions hereinbefore prescribed shall be allowed by that employer in a subsequent year without diminution of the sick leave prescribed in respect of that year. Provided that sick leave which accumulates pursuant to this sub-clause shall be available to the employee for a period of two years, but for no longer from the end of the year in which it accrues.

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 for apprentices under the jurisdiction of the Apprenticeship Commission, and they shall also be paid the special rates proscribed 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.—Apprentices.

The wage rates and conditions of Apprentices shall be in accordance with those proscribed from time to time by the Apprenticeship Commission.

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 attributed 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 Amalgamated Society of Carpenters and Joiners 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.

POSTING OF NOTICES.

29. The employer shall not prevent an Official of the Union from posting at any time a copy of this Determination or any notice of the Union not inconsistent with compliance with this Determination in a suitable place on any job. Provided that the employer may require that any such notice shall not exceed fourteen inches by nine inches in measurement.

PERIODICAL ADJUSTMENT OF WAGES.

30. 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 adjusted as prescribed in clause 31.

Table "A" Basic Wage.

Place.	Basic Wage Adjustable.	Index Number Set Assigned.
	£ 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 Yallourn—6s. 6d. in excess of basic wage for Melbourne. Elsewhere—3s. less than the contemporaneous basic wage for Melbourne	11 15 0	Melbourne

ADJUSTMENT OF BASIC WAGE.

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

(b) Until the beginning of the first pay period to commence in November, 1953, amounts of the Basic Wage shall be as prescribed in clause 30.

(c) During each future successive period beginning with the first pay period to commence in a November, a February, a May, or an August, the amount of the basic wage shall be adjusted by the following method, namely, by multiplying the last published Commonwealth Statistician's "All Items" retail price index number by the factor '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.

32. The wages rates set out in clause 2 hereof consist of the 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 11 0	2 6 0	2 6 0	2 6 0
War loadings	0 4 0	0 6 0	0 6 0	0 6 0
Tool allowance	0 1 3	0 5 0	0 5 0	0 5 0
Disabilities allowance .. .. .	..	..	..	0 5 6
Total additions	1 16 3	2 17 0	2 17 0	3 2 6

Section B—Hourly Employees.

An hourly rate (calculated to the nearest farthing), equivalent to one-fortieth 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. W. RYAN, Secretary.

Melbourne, 10th August, 1953.

