

[1463]



VICTORIA GOVERNMENT GAZETTE.

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No. 149]

FRIDAY, MARCH 12.

[1948

Factories and Shops Acts.

DETERMINATION OF THE VEHICLE BUILDING INDUSTRY BOARD.

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

IN accordance with the provisions of the Factories and Shops Acts the Wages Board which since the 17th October, 1932, has had power to determine the lowest prices or rates which may be paid to any person or persons or classes of persons employed either inside or outside a factory or work-room in the process, trade, or business connected with or incidental to the manufacturing, making or repairing of—(a) carriages, carts, and other vehicles (other than perambulators) or any part or parts thereof, such as the ironwork or bodies, hoods, cushions, springs, axles, wheels, tires, rims, hubs, or spokes; (b) motor car bodies, or any part or parts thereof such as the hoods or cushions; (c) tram cars or any part or parts thereof, such as the ironwork or bodies, cushions, springs, axles, wheels, tires, rims, hubs, or spokes; (d) motor cycle side-car bodies, or any part or parts thereof, such as the hoods or cushions, (e) aircraft; has made the following Determination, viz.:—

1. That as from the beginning of the first pay period to commence on or after the 1st January, 1948, the last previous Determination of this Board (formerly known as the Carriage Board) shall be revoked and replaced by this Determination.

2.

	DAY SHIFT.					
	Wages per Week of 40 Hours.					
	Within a radius of 20 miles of G.P.O., Melbourne; 10 miles of the Geelong and Warrnambool Post Offices; 5 miles of Chief Post Office at Mildura; and the Gippsland District.			All Other Parts of Victoria.		
	Weekly Rate.	Loading.	Total Wage.	Weekly Rate.	Loading.	Total Wage.
MALES.						
<i>Development, Tool Room, Installation, and Maintenance of Plant.</i>						
Brass finisher, tradesman	s. d. 155 0	s. d. 6 0	s. d. 161 0	s. d. 152 0	s. d. 6 0	s. d. 158 0
Carpenter on maintenance work	155 0	6 0	161 0	152 0	6 0	158 0
Coremaker, jobbing	155 0	6 0	161 0	152 0	6 0	158 0
Die maker (see "toolmaker")						
Die setter	150 6	5 0	155 6	147 6	5 0	152 6
Die tester and/or adjuster (making necessary adjustments before handing to manufacturing shop)	159 6	6 0	165 6	156 6	6 0	162 6
Electrical fitters	155 0	6 0	161 0	152 0	6 0	158 0
Electrical mechanic	155 0	6 0	161 0	152 0	6 0	158 0
Fitter and/or turner, tradesman	155 0	6 0	161 0	152 0	6 0	158 0
Ironworker, directly assisting tradesman (including ironworker assisting pipe fitter on high pressure work, i.e., live steam or hydraulic press work)	129 0	3 0	132 0	126 0	3 0	129 0
Jigmaker, in wood or metal	155 0	6 0	161 0	152 0	6 0	158 0
Machinist (metal), first class	155 0	6 0	161 0	152 0	6 0	158 0
Machinist (metal), second class	142 0	4 0	146 0	139 0	4 0	143 0
Machinist (metal), third class	134 0	3 0	137 0	131 0	3 0	134 0
Machinist (wood) (see "wood machinist")						
Marker-off (see "tradesman, the greater part of whose time is occupied marking off")						
Panel worker, tradesman	155 0	6 0	161 0	152 0	6 0	158 0
Pattern maker	169 0	5 0	174 0	166 0	5 0	171 0

No. 149.—13304/47.

	DAY SHIFT.					
	Wages per Week of 40 Hours.					
	Within a radius of 20 miles of G.P.O., Melbourne; 10 miles of the Geelong and Warrnambool Post Offices; 5 miles of Chief Post Office at Mildura; and the Gippsland District.			All Other Parts of Victoria.		
	Weekly Rate.	Loading.	Total Wage.	Weekly Rate.	Loading.	Total Wage.
MALES—continued.						
<i>Development, Tool Room, Installation, and Maintenance of Plant—continued.</i>	<i>s. d.</i>	<i>s. d.</i>	<i>s. d.</i>	<i>s. d.</i>	<i>s. d.</i>	<i>s. d.</i>
Pattern maker provided that so long as a sufficient number of pattern makers are not available and tradesmen pattern makers offering for employment have been employed, other woodworking tradesmen may be employed on making part of a pattern provided that—						
(a) such tradesmen shall not be required to work to drawings or prints;						
(b) whilst so employed shall be paid a rate of ..	159 6	6 0	165 6	156 6	6 0	162 6
Pipe fitter—						
(a) On high pressure work (i.e., live steam or hydraulic press work)	155 0	6 0	161 0	152 0	6 0	158 0
(b) On low pressure work	142 0	4 0	146 0	139 0	4 0	143 0
Saw doctor	159 6	6 0	165 6	156 6	6 0	162 6
Smith, tradesman	156 6	6 0	162 6	153 6	6 0	159 6
Template maker	161 0	6 0	167 0	158 0	6 0	164 0
Tool maker, tool hardener, and die maker (in wood or metal)	164 0	10 0	174 0	161 0	10 0	171 0
Tradesman, the greater part of whose time is occupied marking off	159 6	6 0	165 6	156 6	6 0	162 6
Trimmer, tradesman (on development work)	154 0	6 0	161 0	152 0	6 0	158 0
Turner (see "Fitter and/or turner").						
Welder, first class	159 6	5 0	164 6	156 6	5 0	161 6
Welder, second class	144 0	4 0	148 0	141 0	4 0	145 0
Welder, third class	134 0	3 0	137 0	131 0	3 0	134 0
Welder, fourth class	129 6	3 0	132 0	126 6	3 0	129 6
Wood machinist, first class	150 6	5 0	155 6	147 6	5 0	152 6
<i>Production.</i>						
Acid washer	139 0	3 0	142 0	136 0	3 0	139 0
Air hammer operator	144 0	4 0	148 0	141 0	4 0	145 0
Air hammer operator, skiving machinist, sewing machinist, camachine operator, and other machinists (not classed as process workers) and assembler not using tradesman's tools (trim)	131 0	3 0	134 0	128 0	3 0	131 0
Assembler (aero engine)	155 0	6 0	161 0	152 0	6 0	158 0
Assembler and/or wiper, chassis	138 0	3 0	141 0	135 0	3 0	138 0
Assembler, cushion and squab spring	135 0	3 0	138 0	132 0	3 0	135 0
Assembler, when not on the line (other than process worker or a first or second class body maker or other tradesman)	144 0	4 0	148 0	141 0	4 0	145 0
Assembler of bodies or parts of bodies "on the line"	150 6	5 0	155 6	147 6	5 0	152 6
Assembler of chassis parts independently of main assembly	138 0	3 0	141 0	135 0	3 0	138 0
Assembler, windscreen frame	135 0	3 0	138 0	132 0	3 0	135 0
Axle maker	155 0	6 0	161 0	152 0	6 0	158 0
Axle turner	155 0	6 0	161 0	152 0	6 0	158 0
Band and/or jig sawyer, trim	144 0	4 0	148 0	141 0	4 0	145 0
Band sawyer in wood and/or metal (excluding horizontal band saws and saws cutting stock in other than Production Departments)	146 0	5 0	151 0	143 0	5 0	148 0
Bender and/or shaper of garnish moulding (not being a process worker) who is required to change dies and/or do bench work	134 0	3 0	137 0	131 0	3 0	134 0
Body maker, first class	155 0	6 0	161 0	152 0	6 0	158 0
Body maker, second class	150 6	5 0	155 6	147 6	5 0	152 6
Body mounter	138 0	3 0	141 0	135 0	3 0	138 0
Bow socket enameller (see "enameller").						
Bulldozer operator—						
(a) Setting up machine	142 6	4 0	146 6	139 6	4 0	143 6
(b) Not setting up machine	134 0	3 0	137 0	131 0	3 0	134 0
Chassis assembler (see "Assembler").						
Checker (chassis assembly and/or vehicle pre-delivery) ..	145 0	4 0	149 0	142 0	4 0	146 0
Cold setter	137 0	3 0	140 0	134 0	3 0	137 0
Cushion and squab spring assembler and frame operative (see "Assembler" and "frame operative").						
Cushion maker (see "Squab and cushion maker").						
Cushion spring maker (by hand)	150 6	5 0	155 6	147 6	5 0	152 6
Cutter, electric machine (trim) (see "Electric machine cutter").						
Dent knocker (see "Panel worker and/or dent knocker").						
Die setter, press	150 6	5 0	155 6	147 6	5 0	152 6
Dipper and hanger (paint)	128 0	3 0	131 0	125 0	3 0	128 0
Dipper, solder or tin	134 0	3 0	137 0	131 0	3 0	134 0
Driller	130 0	3 0	133 0	127 0	3 0	130 0
Driller	132 0	3 0	135 0	129 0	3 0	132 0
Driller	134 0	3 0	137 0	131 0	3 0	134 0
Drop hammer smith—						
(a) When dies are not used	156 6	6 0	162 6	153 6	6 0	159 6
(b) When dies are used	134 0	3 0	137 0	131 0	3 0	134 0

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	Weekly Rate.	Loading.	Total Wage.	Weekly Rate.	Loading.	Total Wage.
MALES—continued.						
Production—continued.						
	<i>s. d.</i>	<i>s. d.</i>	<i>s. d.</i>	<i>s. d.</i>	<i>s. d.</i>	<i>s. d.</i>
Drop hammer stamper	129 6	3 0	132 6	126 6	3 0	129 6
Edge turner (see "Panel edge trimmer").						
Electric machine cutter (trim)	144 0	4 0	148 0	141 0	4 0	145 0
Electric stove attendant (see "Stove attendant").						
Electroplater, first class	155 0	6 0	161 0	152 0	6 0	158 0
Electroplater, second class	142 0	4 0	146 0	139 0	4 0	143 0
Electroplater, third class	127 0	3 0	130 0	124 6	3 0	127 0
Enameller, bow socket	131 6	3 0	134 6	128 6	3 0	131 6
Enameller in colours and/or varnisher (finishing coat brush)	150 6	5 0	155 6	147 6	5 0	152 6
Folding machine operator	135 0	3 0	138 0	132 0	3 0	135 0
Frame operative (cushion and squabs)	135 0	3 0	138 0	132 0	3 0	135 0
Furnace brazier	142 6	4 0	146 6	139 6	4 0	143 6
Furnaceman	134 0	3 0	137 0	131 0	3 0	134 0
Garnish mould bender and/or shaper (see "Bender and/or shaper").						
Garnish mould finisher	144 0	4 0	148 0	141 0	4 0	145 0
Grainer, transfer (see "Transfer grainer").						
Grinder and/or buffer (metal)	134 0	3 0	137 0	131 0	3 0	134 0
Grinder and/or buffer (metal) using portable machine	139 0	3 0	142 0	136 0	3 0	139 0
Guillotine machinist	135 0	3 0	138 0	132 0	3 0	135 0
Hammer driver, steam, pneumatic, or other power	129 6	3 0	132 6	126 6	3 0	129 6
Hanger, paint (see "Dipper and hanger").						
Kiln attendant (see "Timber kiln attendant").						
Labourer assisting (plating department)	124 0	3 0	127 0	121 0	3 0	124 0
Labourer assisting without using tools (chassis assembly)	124 0	3 0	127 0	121 0	3 0	124 0
Liner	150 6	5 0	155 6	147 6	5 0	152 6
Machinist (metal), first class	155 0	6 0	161 0	152 0	6 0	158 0
Machinist (metal), second class	142 0	4 0	146 0	139 0	4 0	143 0
Machinist (metal), third class	134 0	3 0	137 0	131 0	3 0	134 0
Machinist (wood) (see "Wood machinist").						
Machine setter up, other than machines specified in definition of first class machinist (metal)	142 6	4 0	146 6	139 6	4 0	143 6
Marker-out or scriber (using patterns or templates)	133 0	3 0	136 0	130 0	3 0	133 0
Metal band sawyer (see "Band sawyer, metal").						
Nickel polisher and/or grinder	136 0	3 0	139 0	133 0	3 0	136 0
Painter, coach (brush)	150 6	5 0	155 6	147 6	5 0	152 6
Painter, spray (on coats other than priming)	150 6	5 0	155 6	147 6	5 0	152 6
Painter, spray and/or brush (on prime coats)	139 0	3 0	142 0	136 0	3 0	139 0
Painter, brush and/or spray (on floors, undercarriages, and gear)	131 6	3 0	134 6	128 6	3 0	131 6
Painter's labourer	126 0	3 0	129 0	123 0	3 0	126 0
Panel beater, first class	155 0	6 0	161 0	152 0	6 0	158 0
Panel beater, second class	150 6	5 0	155 6	147 6	5 0	152 6
Panel edge turner	142 0	4 0	146 0	139 0	4 0	143 0
Panel fixer, metal	135 0	3 0	138 0	132 0	3 0	135 0
Panel machinist (other)	134 0	3 0	137 0	131 0	3 0	134 0
Panel worker, dent knocker and/or metal finisher	150 6	5 0	155 6	147 6	5 0	152 6
Paster (trim)	136 0	3 0	139 0	133 0	3 0	136 0
Petrol tank operative	136 0	3 0	139 0	133 0	3 0	136 0
Pickler	134 0	3 0	137 0	131 0	3 0	134 0
Plate glass beveller	146 0	5 0	151 0	143 0	5 0	148 0
Plate glass cutter	146 0	5 0	151 0	143 0	5 0	148 0
Plate glass driller	146 0	5 0	151 0	143 0	5 0	148 0
Plate glass grinder	131 6	3 0	134 6	128 6	3 0	131 6
Pleat stuffer	134 0	3 0	137 0	131 0	3 0	134 0
Polisher, nickel (see "Nickel polisher").						
Polisher (paint) using buffs	142 0	4 0	146 0	139 0	4 0	143 0
Polisher (paint) (see "Wet rubber and/or polisher").						
Power hammer driver (see "Hammer driver").						
Press operator (over 400 tons pressure)	143 0	4 0	147 0	140 0	4 0	144 0
Press operator's assistant directly assisting at press (over 400 tons pressure)	128 0	3 0	131 0	125 0	3 0	128 0
Press operator (light)	133 0	3 0	136 0	130 0	3 0	133 0
Process worker	128 0	3 0	131 0	125 0	3 0	128 0
Riveter on motor truck or wagon body	150 6	5 0	155 6	147 6	5 0	152 6
Riveter, chassis	138 0	3 0	141 0	135 0	3 0	138 0
Riveter, other (up to and including $\frac{1}{2}$ -in. rivet)	135 0	3 0	138 0	132 0	3 0	135 0
Rotary buff operator—						
(a) While doing dent knocking	150 6	5 0	155 6	147 6	5 0	152 6
(b) While not doing dent knocking on the line	144 0	4 0	148 0	141 0	4 0	145 0
Rotary shearing machinist	142 0	4 0	146 0	139 0	4 0	143 0
Sand blast operator (see "Shot and/or sand-blast operator").						
Sandpaper and emery machinist (woodwork)	130 0	3 0	133 0	127 0	3 0	130 0
Screwdriver and/or tapper	129 6	3 0	132 6	126 6	3 0	129 6
Scriber (see "Marker-out or scriber").						
Sectional trimmer (see "Trimmer, sectional").						
Setter-up, machine (see "Machine setter-up").						

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	Weekly Rate.	Loading.	Total Wage.	Weekly Rate.	Loading.	Total Wage.
MALES—continued.						
<i>Production—continued.</i>						
Shot and/or sandblast operator (where adequately protected)	134 0	3 0	137 0	131 0	3 0	134 0
Smith tradesman	156 6	6 0	162 6	153 6	6 0	159 6
Solderer, "on the line"	150 6	5 0	155 6	147 6	5 0	152 6
Solderer not "on the line"	144 0	4 0	148 0	141 0	4 0	145 0
Solderer (on other than body work)	144 0	4 0	148 0	141 0	4 0	145 0
Spotter and/or touch-up	150 6	5 0	155 6	147 6	5 0	152 6
Spray painter (see "Painter, spray").						
Spring fitter	155 0	6 0	161 0	152 0	6 0	158 0
Spring maker, cushion and squab	150 6	5 0	155 6	147 6	5 0	152 6
Spring maker, laminated	155 0	6 0	161 0	152 0	6 0	158 0
Spring maker, spiral (by hand)	142 6	4 0	146 6	139 6	4 0	143 6
Spring service worker	134 0	3 0	137 0	131 0	3 0	134 0
Squab and/or cushion maker	150 6	5 0	155 6	147 6	5 0	152 6
Stopper-up	138 0	3 0	141 0	134 0	3 0	137 0
Stove attendant, electric	135 0	3 0	138 0	132 0	3 0	135 0
Strap maker	134 0	3 0	137 0	131 0	3 0	134 0
Stretching machine operator	135 0	3 0	138 0	132 0	3 0	135 0
Striker	129 0	3 0	132 0	126 0	3 0	129 0
Tapper (see "Screw and/or tapper").						
Taster	134 0	3 0	137 0	131 0	3 0	134 0
Timber kiln attendant	126 0	3 0	129 0	123 0	3 0	126 0
Timber orderman	133 0	3 0	136 0	130 0	3 0	133 0
Timber stacker	127 0	3 0	130 0	124 0	3 0	127 0
Toucher-up (see "Spotter and/or touch-up").						
Transfer grainer	137 0	3 0	140 0	134 0	3 0	137 0
Trimmer, sectional (on the line)	146 0	5 0	151 0	143 0	5 0	148 0
Trimmer, sectional (off line)	142 0	4 0	146 0	139 0	4 0	143 0
Trimmer, tradesman (including cutter by hand)	150 6	5 0	155 6	147 6	5 0	152 6
Tube maker	131 6	3 0	134 6	128 6	3 0	131 6
Tyre fitter	131 6	3 0	134 6	128 6	3 0	131 6
Uni-shear operator	134 0	3 0	137 0	131 0	3 0	134 0
Varnisher (see "Enameller in colours and/or varnisher").						
Vycesman	137 0	3 0	140 0	134 0	3 0	137 0
Washer using phenyl, petrol, kerosene, &c.	129 0	3 0	132 0	126 0	3 0	129 0
Welder, "A" grade	159 6	5 0	164 6	156 6	5 0	161 6
Welder, "B" grade	152 0	5 0	157 0	149 0	5 0	154 0
Welder, federal aluminium	144 0	4 0	148 0	141 0	4 0	145 0
Welder, oxy-acetylene and/or electric arc (other than "A" or "B" grades)	144 0	4 0	148 0	141 0	4 0	145 0
Welder, electric spot and butt	135 0	3 0	138 0	132 0	3 0	135 0
Wet rubber and/or polisher (paint)	139 0	3 0	142 0	136 0	3 0	139 0
Windscreen frame assembler (see "Assembler").						
Wood machinist, first class	150 6	5 0	155 6	147 6	5 0	152 6
Wood machinist, second class	142 0	4 0	146 0	139 0	4 0	143 0
Writer	155 0	6 0	161 0	152 0	6 0	158 0
<i>Horse-drawn Vehicles.</i>						
Axle maker	150 6	5 0	155 6	147 6	5 0	152 6
Axle turner	150 6	5 0	155 6	147 6	5 0	152 6
Grainer	150 6	5 0	155 6	147 6	5 0	152 6
Nave mortise and boring machinist	133 0	3 0	136 0	130 0	3 0	133 0
Nave turner	145 0	4 0	149 0	142 0	4 0	146 0
Signwriter	150 6	5 0	155 6	147 6	5 0	152 6
Spoke-lather	145 0	4 0	149 6	142 0	4 0	146 0
Spoke planer	145 0	4 0	149 6	142 0	4 0	146 0
Spoke tenoner	145 0	4 0	149 6	142 0	4 0	146 0
Spoke throster	145 0	4 0	149 6	142 0	4 0	146 0
Timber bender	145 0	4 0	149 6	142 0	4 0	146 0
Wheelwright and wheel maker	150 6	5 0	155 6	147 6	5 0	152 6
(All other classifications as prescribed for in other Sections.)						
<i>Rolling Stock.</i>						
Body maker	155 0	6 0	161 0	152 0	6 0	158 0
Pitman	142 6	4 0	146 6	139 6	4 0	143 6
Wheel grinder	142 6	4 0	146 6	139 6	4 0	143 6
Wheel turner	155 0	6 0	161 0	152 0	6 0	158 0
(All other classifications as prescribed for in other Sections.)						
<i>Miscellaneous (Wherever Employed).</i>						
Acetylene generator operator in charge of installation	138 0	3 0	141 0	135 0	3 0	138 0
Driver of chassis and/or new vehicle	128 0	3 0	131 0	125 0	3 0	128 0
Case maker	131 6	3 0	134 6	128 6	3 0	131 6
Case repairer	128 0	3 0	131 0	125 0	3 0	128 0

FEMALES.

3. (a) The minimum rates to be paid to adult female machinists and females employed in the cushion and squab springs and frame department of the following classes of work :—

Working or attending the following machines :—knotting U and S metal, clip-wire cutting, foot power closing, bending, power press, electric welding; also assembling, placing springs in frames ready for closing (in form), placing and fixing clips and cross stay wires, shall be :—

	Per Week of 40 Hours.		
	£	s.	d.
For the first six months	3	17	0
Thereafter	4	6	6

(b) The rates payable to females under the age of 21 years shall be :—

	Per Week of 40 Hours.		
	£	s.	d.
For the first six months	2	6	0
For the second six months	3	1	0
Thereafter until 21 years of age	3	16	0

APPRENTICES.

(A form of Indenture prescribed by the Board was approved on 30th November, 1936.)

4. (a) Minors may be taken as indentured apprentices to one or more of the trades of—

- (i) Smith, including coach smith, spring maker and spring fitter, wheelwright smith and general smith.
- (ii) Trimmer (Production).
- (iii) Axle maker.
- (iv) Saw doctor.

(b) Minors other than indentured apprentices shall not be kept at the following occupations :—

- (i) Electrical fitter.
- (ii) Electrical mechanic.
- (iii) Electro-plater, first class.
- (iv) Fitter and/or turner.
- (v) Metal machinist, first class.
- (vi) Pattern maker.
- (vii) Welder (first class only).
- (viii) Body maker, first class.
- (ix) Painter (i.e., tradesman who mixes, matches and applies paint).
- (x) Tradesman panel worker and panel beater (first class).
- (xi) Trimmer, development and/or repair work.
- (xii) Wood machinist (first class).

(c) The proportion of apprentices that may be taken by any employer shall be one to three or fraction of three tradesmen in each section of the industry.

In the trade of electrical mechanic, the proportion of apprentices who may be taken by an employer shall not exceed one apprentice for every two or fraction of two tradesmen.

The number of tradesmen shall be deemed to be the average number working during the immediately preceding six months, and in ascertaining such proportion an employer actually working in any workshop shall be deemed to be a tradesman.

(d) The periods of apprenticeship shall be as follows :—

If the apprentice when articulated is under the age of 17, five years; if over the age of 17, four or five years at the option of the contracting parties.

(e) Minors may be taken on probation for three months, and if apprenticed such three months shall count as part of their period of apprenticeship.

Cancellation or Suspension of Indenture.

(f) Subject to the approval of the Secretary for Labour, but not otherwise, an indenture of apprenticeship may be suspended or cancelled—

- (i) by mutual consent;
- (ii) if through lack of orders or financial difficulties an employer is unable to find suitable employment for an apprentice and a transfer to another employer cannot be arranged;
- (iii) if in the opinion of the Secretary for Labour circumstances exist which render such suspension or cancellation necessary or desirable.

Any covenant in an indenture inconsistent with the provisions of this clause shall be null and void and of no force or effect while this Determination remains in force and applies to the parties to the indenture.

Instruction in Welding.

(g) The training of apprentices to smithing, fitting, and turning or panel working shall include instruction in electric welding and/or oxy-acetylene welding as far as is practicable with the facilities available in the shop in which they are trained.

The training of apprentices to body making or electrical fitting shall include sufficient instruction in welding to enable them to perform the work of their trade in the shop in which they are trained.

Wages.

(h) (a) Apprentices—

	Per Week of 40 Hours.	
	Within a radius of 20 miles of G.P.O., Melbourne; 10 miles of the Geelong and Warrnambool Post Offices; 5 miles of Chief Post Office at Mildura; and the Gippsland District.	All Other Parts of Victoria.
Five-year terms—		
First year	26 6	25 6
Second year	36 0	35 0
Third year	54 6	53 0
Fourth year	89 6	87 0
Fifth year	114 0	111 0
Four-year terms—where the apprentice enters or has entered his apprenticeship after reaching the age of 17 years—		
First year	30 6	29 6
Second year	54 0	52 6
Third year	89 6	87 0
Fourth year	114 0	111 0

The sum of 4s. per week shall be added to the above rates in the case of apprentice patternmakers.
Apprentices to body-making first class shall be supplied by their employers at the end of each quarter with an order for a sum equivalent to 2s. 6d. per week as a tool allowance.

(b) An employee who is under 21 years of age at the expiration of his apprenticeship and thereafter works as a minor in the occupation to which he has been apprenticed shall be paid at not less than the adult rate proscribed for that classification.

First-Aid Work.

(c) An employee holding a first-aid certificate and who is instructed by his employer to perform first-aid work (other than Air-Raid Precaution emergency work) in the factory during his or her shift shall be paid 1s. per shift extra.

CONTRACT OF EMPLOYMENT.

7. (a) Except as hereinafter provided employment shall be by the week. Any employee not specifically engaged as a casual employee shall be deemed to be employed by the week.

(b) Employment shall be terminated by a week's notice on either side given at any time during the week or by the payment or forfeiture of a week's wages as the case may be. This shall not affect the right of the employer to dismiss any employee without notice for malingering, inefficiency, neglect of duty or misconduct and in such cases the wages shall be paid up to the time of dismissal only, or to deduct payment for any day the employee cannot be usefully employed because of any strike or through any breakdown in machinery or any stoppage of work by any cause for which the employer cannot reasonably be held responsible.

(c) An employee not attending for duty shall except as provided by clause 8 of this Determination lose his pay for the actual time of such non-attendance.

(d) A casual employee is one engaged and paid as such. A casual employee for working ordinary time shall be paid per hour one-fortieth of the weekly rate prescribed by this Determination, plus 10 per cent. for the work which he or she performs.

(e) Notwithstanding anything elsewhere contained in this Determination an employer may select and utilize for time-keeping purposes any fractional or decimal proportion of an hour (not exceeding a quarter of an hour) and may apply such proportion in the calculation of the working time of employees who without reasonable cause promptly communicated to the employer, report for duty after their appointed starting times or cease duty before their appointed finishing times.

An employer who adopts a proportion for the aforesaid purpose shall apply the same proportion for the calculation of overtime.

SICK LEAVE.

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

(i) He shall not be entitled to paid leave of absence for any period in respect of which he is entitled to workers' compensation.

(ii) He shall within 24 hours of the commencement of such absence inform the employer of his inability to attend for duty and, as far as practicable, state the nature of the injury or illness and the estimated duration of the absence.

(iii) He shall prove to the satisfaction of his employer (or in the event of dispute, the Secretary for Labour) that he was unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed.

(iv) He shall not be entitled in any year (whether in the employ of one employer or of several) to leave in excess of 40 hours of working time.

(v) Notwithstanding the foregoing provisions it is further prescribed that in consideration of the seasonal fluctuations of employment in this industry the following conditions shall apply—

(a) An employee who is commencing a new engagement with an employer and is not covered by paragraph (b) hereof shall not be entitled to paid sick leave during the first month of his employment.

(b) In the case of an employee with not less than three months' continuous service, his continuity of employment for the purposes of this clause shall not be affected by reason of his being stood off on account of seasonal fluctuations for any period not exceeding three months in any sick leave year.

For the purposes of this clause seasonal fluctuations include—

(i) The termination of an employee's services owing to completion of contracts or finalization of body models, or

(ii) Completion of or changes in production or tooling programmes.

For the purpose of administering paragraph (iv) of this sub-clause an employer may within one month of this Determination coming into operation or within two weeks of the employee entering his employment require an employee to make a sworn declaration or other written statement as to what paid leave of absence he has had from any employer during the then current year; and upon such statement the employer shall be entitled to rely and act.

(b) In the case of an employee who claims to be allowed paid sick leave in accordance with this clause for an absence of one day only such employee if in the year he has already been allowed paid sick leave on more than one occasion for one day only, shall not be entitled to payment for the day claimed unless he produces to the employer a certificate of a duly qualified medical practitioner that in his, the medical practitioner's, opinion the employee was unable to attend for duty on account of personal illness or on account of injury by accident. Nothing in this sub-clause shall limit the employer's rights under sub-clause (a) (iii) hereof.

(c) Sick leave shall accumulate from year to year so that any balance of the period specified in sub-clause (a) (iv) hereof 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.

(d) Rights accrued in sub-clause (c) hereof prior to 1st January, 1948, shall be preserved, except that the total number of hours so accrued and not taken prior to 1st January, 1948, shall be reduced by 1/11th of such total, the result to be calculated to the nearest hour.

(e) Notwithstanding anything contained in sub-clause (a) hereof an employee suffering injury through an accident arising out of and in the course of his employment (not being an injury in respect of which he is entitled to workers' compensation) necessitating his attendance during working hours on a doctor, chemist, or trained nurse, or at a hospital shall not suffer any deduction from his pay for the time (not exceeding four hours) so occupied on the day of the accident and shall be reimbursed by the employer all expenses reasonably incurred in connexion with such attendance.

SHIFT WORK.

9. (a) For the purposes of this clause the expression "continuous work" means work carried on with consecutive shifts of men throughout the 24 hours of each of at least six consecutive days without interruption except during breakdowns or meal breaks (if any).

(b) Employees working on continuous work shifts shall work thereon such number of shifts up to six per week as may be required: no such shift to exceed eight hours inclusive of meal breaks (if any) nor to be discontinuous except for meal breaks (if any).

(c) This sub-clause shall apply to shift workers on continuous work as hereinbefore defined.

The ordinary hours of such shift workers shall not exceed—

(i) eight in any one day; nor

(ii) 48 in any one week; nor

(iii) an average of 40 per week during the period of employment upon such shifts; nor

(iv) 160 in 28 consecutive days.

Subject to the following conditions, such shift workers shall work at such times as the employer may require—

(i) a shift shall consist of 8 hours inclusive of crib time,

(ii) except at the regular changeover of shifts, an employee shall not be required to work more than one shift in each 24 hours,

(iii) 20 minutes shall be allowed to shift workers each shift for crib which shall be counted as time worked.

(d) Shift workers for all time worked in excess of or outside the ordinary working hours prescribed by this Determination or on a shift other than a rostered shift shall be paid at the rate of time and a half for the first four hours and double time thereafter, except when the time is worked—

- (i) by arrangement between the employees themselves;
- (ii) for the purpose of effecting the customary rotation of shifts; or
- (iii) on a shift to which an employee is transferred on short notice as an alternative to standing the employee off in circumstances which would entitle the employer to deduct payment for a day in accordance with clause 8 hereof.

(e) Employees on continuous work shifts working afternoon and night shifts shall be paid 10 per cent. more than ordinary rates for such shifts.

(f) For all work done on a shift commencing before 11 p.m. on a Sunday or a holiday shift workers shall be paid at the rate of double time.

Where a shift commences at 11 p.m. or between 11 p.m. and midnight on a Sunday or a holiday, the time so worked before midnight shall not entitle the employee to the Sunday or holiday rate.

On a shift which commences before midnight on the day preceding a Sunday or a holiday and extends into a Sunday or a holiday, the time so worked before midnight shall be regarded as time worked on such Sunday or holiday.

Where shifts fall partly on a holiday and partly on another day duty on which is payable at ordinary rates, one shift only shall be observed as the holiday shift provided that the shift the major portion of which is performed on the holiday shall be regarded as the holiday shift.

(g) In shift work not upon continuous work as herein defined any afternoon or night shift which does not continue for five successive working nights or more in a five-day workshop, or six successive nights or more in a six-day workshop, shall be paid for at the rate of time and a half.

(h) For working on any afternoon or night shift which has been in operation for five afternoons or nights or more, an employee shall be entitled to the following additional rates—

- (i) 25 per cent. for working on night shift only;
- (ii) 15 per cent. for working on alternating night and afternoon shifts;
- (iii) 10 per cent. for the night shift working on alternating day and night shifts;
- (iv) 15 per cent. for working on afternoon shift only; and
- (v) 10 per cent. for the afternoon shift for working on alternating day and afternoon shifts.

(i) The extra rates specified in paragraphs (ii), (iii), and (v) of sub-clause (h) shall be payable only when shifts are changed once in every three weeks; otherwise the extra rates prescribed in (i) or (iv) of sub-clause (h) shall apply.

(j) Afternoon shift shall mean a shift commencing not later than 6 p.m. on any day, night shift shall mean a shift commencing at any time after 6 p.m. on any day.

(k) Shift workers shall be paid overtime at the rate of time and a half for the first four hours and double time thereafter for all time worked in excess of shift hours.

(l) No female employee and no male employee under the age of 16 years shall be required or permitted to work on afternoon or night shift.

MIXED FUNCTIONS.

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

OVERTIME.

11. (a) For all work done outside ordinary hours the rates of pay shall be time and a half for the first four hours and double time thereafter, such double time to continue until the completion of the overtime work: Provided that in the case of an apprentice or a junior the rate for overtime shall be not less than the rate herein prescribed or 1s. 6d. per hour whichever is the higher.

Except as provided in this sub-clause and sub-clause (b) hereof in computing overtime each day's work shall stand alone.

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

An employee (other than a casual employee) who works so much overtime between the termination of his ordinary work on one day and the commencement of his ordinary work on the next day that he has not at least eight consecutive hours off duty between those times shall, subject to this sub-clause, be released after completion of such overtime until he has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

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

(c) An employee recalled to work overtime after leaving his employer's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of three hours' work at the appropriate rate for each time he is so recalled; provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full three hours if the job he was recalled to perform is completed within a shorter period. This sub-clause shall not apply in cases where it is customary for an employee to return to his employer's premises to perform a specific job outside his ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

Overtime worked in the circumstances specified in this sub-clause shall not be regarded as overtime for the purpose of sub-clause (b) of this clause where the actual time worked is less than three hours on such recall or on each of such recalls.

(d) Subject to any custom now prevailing under which an employee is required regularly to hold himself in readiness for a call back, an employee required to hold himself in readiness to work after ordinary hours shall until released be paid standing-by time at ordinary rates from the time from which he is so to hold himself in readiness.

(e) For work done during meal hours and thereafter until a meal break is allowed time and a half rates shall be paid. An employee shall not be compelled to work for more than six hours without a break for a meal.

(f) Subject to the provisions of the second part of sub-clause (e) of this clause an employee employed as a regular maintenance man shall work during meal breaks at the ordinary rates herein prescribed whenever instructed to do so for the purpose of making good breakdowns of plant or upon routine maintenance of plant which can only be done while such plant is idle.

(g) An employee working overtime shall be allowed a crib time of twenty minutes without deduction of pay after each four hours of overtime worked if the employee continues work after such crib time.

An employee required to work overtime for more than one and a half hours (or in the case of an employee engaged in production for more than two hours) shall before starting overtime after working ordinary hours be allowed a meal break of twenty minutes which shall be paid for at ordinary rates. An employer and employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that the employer shall not be required to make any payment in respect of any time allowed in excess of twenty minutes.

(h) An employee required to work overtime for more than two hours without being notified on the previous day or earlier that he will be so required to work shall either be supplied with a meal by the employer or paid 2s. and 1s. 3d. for each subsequent meal, but such payment need not be made to employees living in the same locality as their workshops who can reasonably return home for meals.

Unless the employer advises an employee on the previous day or earlier that the amount of overtime to be worked will necessitate the partaking of a second or subsequent meal (as the case may be) the employer shall provide such second and/or subsequent meals or make payment in lieu thereof as above prescribed.

If an employee pursuant to notice has provided a meal or meals and is not required to work overtime or is required to work less than the amount advised he shall be paid as above prescribed for meals which he has provided but which are surplus.

(i) When an employee, after having worked overtime, or a shift for which he has not been regularly rostered, finished work at a time when reasonable means of transport are not available, the employer shall provide him with a conveyance to his home, or pay him his current wage for the time reasonably occupied in reaching his home.

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

SUNDAY AND HOLIDAY RATES.

12. (a) Where an employee works on a Sunday, the work done shall be paid for at the rate of double ordinary time.

(b) Where an employee works on union picnic day, the work done shall be paid for at the rate of double ordinary time.

(c) Where an employee works on any of the holidays (including overtime) specified in clause 13 (b) of this Determination, the work done shall be paid for at the rate of double ordinary time.

HOLIDAYS.

13. (a) The day on which the Vehicle Builders' Federation trade union picnic is held shall be a local holiday (without pay if such day is a day other than one mentioned in sub-clause (b) of this clause) in any city or town.

(b) Employees shall be entitled to the following public holidays (without pay except as herein provided):—The days observed as New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, King's Birthday, Labour Day, Anzac Day, Christmas Day, and Boxing Day, or such other day as is generally observed in the locality as a substitute for any of the said days respectively.

ANNUAL LEAVE.

Period of Leave.

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

Seven-day Shift Workers.

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

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

Annual Leave Exclusive of Public Holidays.

(c) Subject to this sub-clause the annual leave prescribed by this clause shall be exclusive of any of the holidays prescribed by clause 13 of this Determination, and if any such holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day, there shall be added to that period one day for each such holiday falling as aforesaid. In the case of employees on hourly hiring such extra day shall be without pay.

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

Broken Leave.

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

Calculation of Continuous Service.

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

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

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

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

In cases of personal sickness or accident or absence with reasonable cause the employee to become entitled to the benefit of this sub-clause shall inform the employer in writing if practicable within 24 hours of the commencement of such absence of his inability to attend for duty and as far as practicable the nature of the illness injury or cause and the estimated duration of his absence.

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

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

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

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

Calculation of Service.

(f) Service before the date of operation of this Determination shall be taken into consideration for the purpose of calculating annual leave, but an employee shall not be entitled to leave or payment in lieu thereof for any period in respect of which leave or a payment in lieu thereof has been allowed or made under the clause hereby revoked. Provided however, that in respect of service before the 1st January, 1946, the annual leave shall be allowed at the rate of 3½ hours for each completed one month of continuous service and in respect of service after that date at the rate of 6½ hours for each completed one month of continuous service. Any broken part of a month served before the 1st January, 1946, shall for the purposes of this clause be deemed to be service after the 1st January, 1946. The period of annual leave to be allowed under this sub-clause shall be calculated to the nearest day any broken part of a day in the result not exceeding half a day to be disregarded.

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

Calculation of Month.

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

Leave to be Taken.

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

Time of Taking Leave.

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

Leave Allowed Before Due Date.

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

Where leave has been granted to an employee pursuant to this sub-clause before the right thereto has accrued due and the employee subsequently leaves or is discharged from the service of the employer before completing the twelve months' continuous service in respect of which the leave was granted the employer may for each one complete month of the qualifying period of twelve months not served by the employee deduct from whatever remuneration is payable upon the termination of the employment one-twelfth of the amount of wage paid on account of the annual leave, which amount shall not include any sums paid for any of the holidays prescribed by clause 13 of this Determination.

Payment for Period of Leave.

(k) Each employee before going on leave shall be paid two weeks' wages, except a seven-day shift worker who shall be paid the amount of wage he would have received in respect of the ordinary time which he would have worked had he not been on leave during the relevant period. For the purposes of this sub-clause and sub-clause (l) hereof, wages shall be at the rate prescribed by clauses 2, 3, 4, and 5 of this Determination for the occupation in which the employee was ordinarily employed immediately prior to the commencement of his leave or the termination of his employment, as the case may be. Payment in the case of employees employed on piece or bonus work or any other system of payment by results shall be at time rates.

Proportionate Leave on Dismissal.

(l) If after one month's continuous service in any qualifying twelve-monthly period an employee lawfully leaves his employment or his employment is terminated by the employer through no fault of the employee, the employee shall be paid at his ordinary rate of wage for 3½ hours in respect of each completed one month of continuous service before the 1st January, 1946, and for 6½ hours at the same rate in respect of each completed month of continuous service after that date, the service in each case being service in respect of which leave has not been granted hereunder.

Annual Close Down.

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

- (i) He may by giving to the employees concerned not less than one month's notice of his intention so to do stand off for the duration of the close down all employees in the plant or section or sections concerned, and allow to those who are not then qualified for two full weeks' leave paid leave on a proportionate basis of one-sixth of a week's leave for each completed month of continuous service.
- (ii) An employee who has then qualified for two full weeks' leave, and has also completed a further month or more of continuous service shall be allowed his leave, and shall also be paid one-sixth of a week's wages in respect of each completed month of continuous service performed since the close of his last twelve-monthly qualifying period.
- (iii) The next twelve-monthly qualifying period for each employee affected by such close down shall commence from the day on which the plant, or section, or sections concerned is re-opened for work.
- (iv) If in the first year of his service with an employer an employee is allowed proportionate annual leave under paragraph (i) hereof, and subsequently within such year lawfully leaves his employment or his employment is terminated by the employer through no fault of the employee, he shall be entitled to the benefit of sub-clause (l) hereof, subject to adjustment for any proportionate leave which he may have been allowed as aforesaid.

HOURS OF EMPLOYMENT.

15. (a) With the exceptions herein set out, the ordinary hours of employment shall be 40 per week and shall be worked between the hours of 7 a.m. and 5.30 p.m. Monday to Friday inclusive, and 7 a.m. to noon on Saturday; or in 5 days of not more than 8 hours each between the hours of 7 a.m. and 5.30 p.m. Monday to Friday inclusive continuously, except for meal hour breaks at the discretion of the employer, provided that the spread of hours and daily hours herein prescribed may be altered by mutual agreement between any employer and his employees.

(b) By agreement between any employer and his employees ordinary hours may be worked on the basis of 80 per fortnight with one week of 48 hours.

(c) It shall be optional for the employer to work either the 5 or the 5½ days' week provided that the option once exercised shall only be altered by a week's notice.

(d) For the purpose of performing work which is preparatory to the daily operations of a plant, employees engaged on such preparatory work may be required to commence their ordinary hours of employment at or after 6.30 a.m. on any day other than Sunday.

PIECEWORK RATES.

16. Subject to the minimum wages herein prescribed an employer may remunerate any of his employees under system of payment by results based on rates which will enable workers of average capacity to earn at least 10 per cent. in excess of their hourly or weekly rate.

PAY DAY.

17. (a) Employers shall pay all moneys due at least once in each week, and not later than Friday in each week, except where it has been the practice to pay fortnightly. All wages shall be paid in employer's time.

(b) Where wages are paid after 1.30 p.m. on pay day the employer shall not keep more pay in hand than has accrued to any employee in respect of work performed by him on such pay day and the preceding day. Where wages are paid before 1.30 p.m. on pay day the employer shall not keep more pay in hand than has accrued to any employee in respect of work performed by him on such pay day and the two preceding days.

(c) On or prior to pay day the employer shall state to each employee, in writing, the amount of wages to which he is entitled, the amount of deductions made therefrom and the net amount being paid to him.

PAYMENT FOR PART WORK.

18. An employee, working any portion of a week, shall be paid, on ceasing work, for all time worked during that week.

TIME AND WAGES BOOK.

19. (a) Each employer shall keep a time and wages book showing the name of each employee and his occupation, the hours worked each day, and the wages and allowances paid each week.

(b) The time occupied by an employee in filling in any time books or cards or in the making of records shall be treated as time of duty, but this does not apply to checking in or out at the beginning or end of duty.

(c) The time and wages book shall be open for inspection to a duly accredited official of the Vehicle Builders Employees Federation of Australia during the usual office hours at the employer's office or other convenient place; provided that an inspection shall not be demanded unless the secretary of the Union or the district secretary or organizer of any division suspects that a breach of the Determination has been committed: Provided also that only one demand for such inspection shall be made in any one fortnight at the same establishment. The inspecting official may take extracts relevant to any alleged breach of this Determination from the book inspected.

LEADING HANDS.

20. Leading hands in charge of not less than three and not more than ten employees, 6s. per week extra; more than ten and not more than twenty employees, 12s. per week extra; more than twenty employees, 18s. per week extra.

AIRCRAFT MAKING.

21. Employees engaged in aircraft making (in wood, metal, or other materials) in occupations which are similar to those for which classifications are provided in this Determination, shall be paid the rates prescribed for such classifications.

TRAVELLING TIME.

22. In the event of an employee being sent during working hours to any place other than his usual place of employment, he shall be allowed travelling time and excess expenses. Such time to be part of the ordinary day's work.

GRINDING TOOLS.

23. (a) Where a woodworker using his own tools has been in employment for more than one week, the employer shall allow him one hour, with payment therefor on termination of his employment, to enable him to pack and sharpen his tools.

(b) The employee shall be permitted to use the employer's emery wheel or grindstone to sharpen his own tools used in the course of his employment.

WATERPROOF CLOTHING.

24. Men engaged in transferring trams to or from the factory to the various depots shall be provided with suitable clothing for wet weather.

SPRAY PAINTERS.

25. Where spray painters are employed, adequate protection for their health shall be provided for them by the employer.

TOOLS TO BE PROVIDED BY EMPLOYER.

26. Woodworkers and vycemen shall be supplied where required with bench, bench-vyce, cramps above 4 inches, files (including saw files), rasps, hand-drills, hacksaws, frames and blades, bits and parallel shank-drills up to $\frac{1}{4}$ inch, and snips, such tools to remain the property of the employer.

MISCELLANEOUS PROVISIONS.

27. (a) Employees engaged in working with acids shall be supplied with rubber gloves.

(b) Employees engaged in wet rubbing shall be provided with rubber aprons and rubber boots.

(c) Suitable coloured glasses shall be provided by employers for the protection of electric arc and oxy-acetylene operators and their assistants, and suitable mica or other goggles for emery wheel operators.

(d) Suitable canvas or leather gloves shall be provided by employers for the operators of pneumatic hammers.

(e) Tramway pitmen shall be provided free with one suit of overalls as required.

(f) Employers shall provide boiling water for employees at meal times.

(g) Employers shall provide for the use of employees in workshops a sufficient supply of wholesome cool drinking water from bubble taps or other suitable drinking fountains.

(h) Suitable mica or other goggles shall be provided by the employer for each employee using emery wheels or where used by more than one employee such goggles shall be sterilized before being used by another employee. An employee when working on emery wheels shall wear the goggles provided for his protection. Goggles containing celluloid shall not be considered suitable for the purposes of this provision. Provided that this provision shall not apply where other protective equipment is fitted to machines.

(i) Employers shall provide adequate ventilation in workshops and facilities for the free circulation of air. Any dispute under this sub-clause shall be determined by the Secretary for Labour.

(j) Compensation to the extent of the damage sustained shall be made where in the course of the work, clothing or tools are damaged or destroyed by fire or molten metal or through the use of corrosive substances. Provided that the employer's liability in respect of tools shall be limited to such tools of trade as are ordinarily required for the performance of the employee's duties.

RIGHT OF ENTRY OF UNION OFFICIALS.

28. (i) A duly accredited representative of the Australian Vehicle Builders Employees Federation and of the Amalgamated Engineering Union shall have the right to enter employers' workshops during the mid-day meal hour for the purpose of interviewing employees on legitimate union business, on the following conditions:—

(a) That he produces his authority to the gatekeeper or such other person as may be appointed by the employer.

(b) That he interviews employees only at the places where they are taking their meal.

(c) That not more than one representative be in any workshop at any one time.

(d) That no one representative visit a workshop more than once in each week.

(e) That if any employer alleges that a representative is unduly interfering with his workshop or is creating dissatisfaction amongst his employees, or is offensive in his methods or is committing a breach of any of the previous conditions, such employer may refuse the right of entry.

(ii) For the purpose of investigating complaints concerning the application of this Determination a duly accredited union representative shall be afforded reasonable facilities for entering an employer's workshop or plant during working hours, subject to the following conditions:—

- (a) That he discloses to the employer or his representative the complaints which he desires to investigate.
- (b) That he makes his investigations in the presence of the employer or his representative (if the employer so desires).
- (c) That he does not interfere with work proceeding in the workshop or plant.
- (d) That he conducts himself properly.

(iii) Where employees are working under a system of shiftwork which precludes a representative from interviewing them during the mid-day meal hour the representative shall have the right to enter the employer's premises for the purpose of interviewing such employees at such time and under such conditions as to notice as may be mutually arranged by the representative and the employer.

SHOP STEWARDS.

29. An employee appointed as shop steward in the shop or department in which he is employed shall upon notification thereof to his employer be recognized as the accredited representative of the Union to which he belongs and he shall be allowed the necessary time during working hours to interview his employer or his representatives on matters affecting employees whom he represents.

LIMITATION OF EMPLOYER'S LIABILITY.

30. When an employer has made a payment to an employee, which payment purports to be a payment of the wages payable to the employee for any period, such employer shall not be liable to pay to the employee any further sums in respect of any services rendered to such employer during such period, unless within a period of nine calendar months after the last day of such period a demand in writing of such further sum claimed has been given to the employer by the employee himself, or by some person on his behalf.

DEFINITIONS.

31. (a) "Tradesman" means an adult workman who, in the course of his employment, works from drawings or prints required to be scaled, and/or measured from drawings or prints, or makes precision measurements, or applies general trade experience, and includes locksmith and first-class machinist.

(b) "Precision measurements" means measurements of a finer accuracy than is possible with the naked eye from caliper measuring scale or rule.

(c) "Patternmaker" means a tradesman engaged in the making of both patterns and templates in wood. "Template maker" means a tradesman engaged in the making of templates only.

(d) "Jig-maker" means a tradesman engaged in the making of jigs in wood or metal.

(e) "Toolmaker" means a tradesman making and/or repairing any precision tool, gauge, die or mould to be affixed to any machine, who designs or lays out his work and is responsible for its proper completion.

(f) "Machinist (metal)—1st class" means a tradesman who is partly or wholly engaged in setting up and operating the following machines:—Lathe, boring machine, milling machine, planing machine, shaping machine, slotting machine, precision grinding machine and a drilling machine where the operator uses the same precision tools as fitters or turners.

(g) "Machinist (metal)—2nd class" means an adult employee not engaged as a tradesman who is not required to work from drawings or prints or to do precision work, but who is engaged in operating or in setting up and operating all machines, other than a drilling machine, enumerated in the definition of 1st class machinist.

(h) "Machinist (metal)—3rd class" means an adult employee other than a process worker who operates any power-driven machine for which a rate is not elsewhere prescribed in this Determination and without limiting the scope of the foregoing includes such an employee operating any of the following:—nut, bolt, rivet or dog spike making machines, tapping machines and drilling machines on work other than that specified in the definition of machinist—1st class.

(i) "First-class wood machinist" (in wood) means a machinist who in the course of his employment is called upon to grind and set knives only or to brace, set, and sharpen band or jig saws and to set and sharpen circular saws or to set up machines operated by other machinists or to grind knives for and to set up and operate one or more of the following machines:—Shapers, spindles, linderman machines, routers, tenoners, still hinge and other gainer machines and band saws.

(j) "Second-class wood machinist" (in wood) means any machinist called on to set up and operate any other machines, or any circular saw or dimension saw.

(k) "Process worker" means an employee engaged on—

- (i) Repetition work on any automatic, semi-automatic or single-purpose machine or any machine fitted with jigs, gauges or other tools rendering operations mechanical (and in connexion with which the worker is not responsible for the setting up of the machine nor for the dimensions of the products other than by checking with gauges which gauges shall be either unadjustable or, if adjustable, shall not be set by the operator); or
- (ii) in assembling processes not requiring the use of hand tools (except hammers and/or screwdrivers and/or spanners).

(l) "Electrical fitter" means a tradesman fitter mainly engaged in making, fitting or repairing electrical machines, instruments or appliances, who in the course of his work applies electrical knowledge.

(m) "Electrical mechanic" means an adult employee mainly engaged outside a workshop on any class of installation work, or in the repairing thereof, or in wiring, and who, when employed inside a workshop, is engaged on repairs to installation.

(n) "Jobbing moulder" means a metal moulder engaged in floor moulding, loam moulding, strickle moulding, or moulding from loose patterns, and/or finishing off bath moulds by a machine process.

(o) "Jobbing coremaker" means a moulder engaged in making cores for metal moulds by the use of loam or strickle boards, or by loose boxes, other than loose boxes used for repetition production of cores requiring little or no skill to produce.

(p) "Plate and machine moulder" means an adult employee engaged in moulding on the plate system, or by machines where the pattern is either a fixture to the plate or the spray system is used.

(q) "Machine coremaker" means an adult employee making cores by machines where the core box is a fixture to or part of such machine, or making repetition cores requiring little or no skill to produce.

(r) "First-class body maker" means a tradesman engaged on the building of bodies without the aid of jigs.

(s) "Second-class body maker" means an employee engaged on the building of bodies with the aid of jigs.

(t) "First-class panel beater" means a tradesman who makes panels or mudguards from the sheet by hand or partly by hand and partly with the aid of machines or repairs panel work on used vehicles.

(u) "Second-class panel beater" means an employee who is engaged in dent knocking (by hand) or who makes panels from the sheet entirely with the aid of machines or who is engaged solely on a panel beating machine.

(v) "Other panel machinists" means employees engaged solely on wheeling and stretching or other machines in the panel section not otherwise provided for.

(w) "Metal panel worker" means an employee engaged in the preparation of material for the making of panels other than machinists and others for whom specific rates are provided.

(x) "Sectional trimmer" means any workman (unless specific margins have been herein proscribed) who was so classed on the 1st day of October, 1935, and all future workmen doing the same classes of work.

(y) "Smith" includes coach smith, wheelwright smith, angle iron smith, and motor smith.

(z) "Saw doct" means an employee exclusively engaged in brazing, hammering, straightening and sharpening saws.

(aa) "On the line" means sectionalized body building and assembling in which bodies in course of building are moved on from one operative or group of operatives to another operative or group of operatives.

(bb) "Painter's labourer" means an employee assisting in painting, graining, lining and decorating who does not use brush or sprayer.

(cc) "Timber stacker" means an employee who stacks timber for seasoning by the process of stripping.

(dd) "Diemaker" means a tradesman making any die to be affixed to any machine who designs or lays out his work.

(ee) "Garnish mould finisher" means an employee engaged on any of the following classes of work, viz.:—Clamping metal garnish moulds to jigs and scribing and cutting same; re-working and filing metal garnish moulds, after welding; re-working and filing metal windscreen garnish moulds; working and filing recesses in rear quarter garnish moulds, after welding; finally working and checking metal garnish moulds, after welding; and/or fabricating metal windscreen garnish moulds and re-working and filing same.

(ff) "Spring service worker" means an employee who is employed on the removal and/or replacement of springs, luggage carriers and/or bumper bars, and/or the dismantling and/or re-assembling of finished parts of motor car and truck chassis (not being a chassis assembler and/or wiper).

(gg) "Aero engine assembler" means an adult employee who assembles components into sub-assemblies, and makes any necessary adjustments to assembly.

(hh) "Body maker," second class, means an employee engaged on the building of bodies with the aid of jigs.

(ii) "Checker (chassis assembly and/or vehicle pre-delivery)" means an adult who checks assembly operations during the course of and after completion of chassis assembling with or without body mounting and who in the course of his duties tightens components and rejects faulty assembly which does not conform with standard.

(jj) "Drier" means an adult employee using air hose to dry off after acid wash.

(kk) "Material chaser" means an adult employee having the supervision of the delivery according to schedule, of material between departments or sections.

(ll) "Packer" means an adult employee who is responsible for the selection of parts or accessories according to requisitions or for the packing and methods of packing of same for despatch.

(mm) "Rigger" means an adult employee who is responsible for the erection of tackle, and who is, amongst other duties required to splice wire rope.

(nn) "Tester" means an adult employee engaged in testing products for leaks or faults by immersion in liquid.

(oo) "Timber orderman" means an employee who is responsible for the selection, allotment and measuring of orders for delivery and/or for the execution of orders for delivery. The word "order" in this definition means the demand of a customer or of the employer, or some one on his behalf to the orderman for an expressed size and class, or expressed sizes and classes of timber.

(pp) "Welder," first class, means an adult employee using electric arc or acetylene blowpipe or coal gas cutting plant on work other than filling castings, cutting scrap metal, using jigs or doing work covered by definitions of second and third class welder, and includes re-welding by hand processes.

(qq) "Welder," second class, means an adult employee not required to do first-class welding, but engaged in filling castings or in welding sheet metal or welding with the aid of jigs, or re-welding except by hand processes, or operating automatic welding machines for the setting up of which he is not responsible.

(rr) "Welder," third class, means an adult employee using electric spot or butt welding machine on work other than cutting scrap with oxy-acetylene blowpipe.

(ss) "Welder," fourth class, means an adult employee cutting scrap with oxy-acetylene blowpipe.

(tt) "Welder" "A" Grade, means a tradesman employed as a first-class welder on repair and/or production work, including aircraft, but not including production work on any other class of vehicle.

(uu) "Welder," "B" Grade, means an adult employee welding aircraft tanks and/or sheet metal manifolds for aircraft.

(vv) "Year" means the period between the first day of June in each year and the next 31st day of May.

PERIODICAL ADJUSTMENT OF WAGES.

32. The wages rates set out in clause 2 are based upon the following basic wages rates, 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 by clause 33.

Basic Wage.

Place.	Needs Basic Wage (Adjustable).	Loading Constant.	Total Basic Wage.	Index Number Set Assigned.
Victoria—	£ s. d.	s. d.	£ s. d.	
Within a radius of 20 miles of G.P.O., Melbourne, 10 miles of Geelong and Warrnambool Post Offices, 5 miles of Chief Post Office at Mildura, and the Gippsland District	5 3 0	6 0	5 9 0	Melbourne
Elsewhere—3s. less than the contemporaneous basic wage for Melbourne				

ADJUSTMENT OF BASIC WAGE.

33. (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 February, 1948, the amounts of the Basic Wage shall be as prescribed in clause 32.

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

(d) The wage rates prescribed for females shall be adjusted on the same basis as the basic wage in the same place, but by 6d. for every 1s. of change in the amount of that basis.

