



# VICTORIA GOVERNMENT GAZETTE.

Published by Authority.

[Registered at the General Post Office, Melbourne, for transmission by post as a newspaper.]

No. 21]

TUESDAY, JANUARY 11.

[1949

Factories and Shops Acts.

## DETERMINATION OF THE UNDERTAKERS 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 February, 1932, has had the power to "determine the lowest prices or rates which may be paid to any person or persons or classes of persons wheresoever employed in the business or occupation of an undertaker, or maker of coffins," has made the following Determination, viz. :—

1. That as from the 1st December, 1948, the last previous Determination of this Board shall be revoked and replaced by this Determination.

### WAGES PER WEEK OF 40 HOURS.\*

Apprentices.		Improvers.		Other Employees.		Within the Metropolitan District.	Outside the Metropolitan District.
WAGES.		WAGES.		WAGES.		s. d.	s. d.
1st year's experience	s. d. 46 6	Under 18 years of age	s. d. 69 0	Workers engaged in making coffins of wrought timber for either polishing or varnishing ..		180 6	177 6
2nd "	64 6	18-19 years of age ..	92 0	Workers engaged in making other coffins, trimming or polishing coffins, or conducting funerals		167 6	164 6
3rd "	81 0	19-20 " "	119 0	Chauffeurs who make adjustments and attend to actual running repairs to motor hearses, coaches, or wagons ..		167 0	164 0
4th "	106 6	20-21 " "	145 6	Other chauffeurs who drive and may be required to change tyres, oil and/or plugs, or grease, clean and/or polish a motor vehicle ..		157 0	154 0
5th "	137 6			All others ..		157 0	154 0
PROPORTION (within any factory or place). One apprentice to every two or fraction of two workers receiving not less than 154s. per week. An amended indenture of apprenticeship prescribed by the Board was approved on 9th November, 1915.		PROPORTION (within any factory or place). One improver to every seven or fraction of seven employees receiving not less than 154s. per week.		Provided that employees who live at either principal or branch establishments shall receive 20s. per week extra and shall be charged not more than a weekly rental of 1s.			

\* The hours fixed above for the week's work are to be taken as including time occupied in attending to horses on Sundays (not exceeding two hours).

Allowances.—For allowances under this Determination see clause 10.

### TIMES OF BEGINNING AND ENDING WORK.

3. The ordinary times of beginning and ending work shall be between 8 a.m. and 5.30 p.m. Monday to Friday inclusive. A meal interval of 60 minutes shall be allowed, and taken between the hours of 11 a.m. and 2 p.m.

### WEEK-END BURIAL OR CREMATION.

4. Within a radius of 25 miles from the Post Office situated at the corner of Bourke and Elizabeth streets, Melbourne, no employee shall be required to participate in the conduct of any burial or cremation on a Saturday or Sunday, subject to the following exceptions :—

- (a) unless such burial or cremation is by direction of the District Officer of Health and—
  - (i) the deceased has died from an acute infectious disease, or;
  - (ii) the body is in a state of obvious decomposition at the time when the funeral arrangements are being made ;
- (b) the deceased person died between the hours of midday and midnight on the preceding Thursday ; or
- (c) where any of the holidays prescribed in clause 17 of this Determination occurs on the following Monday, save and except when the preceding Saturday is also prescribed as a holiday in the said clause 17.

## OVERTIME.

5. Outside the hours fixed as the times of beginning and ending work  
 Within the hours so fixed in excess of the number of hours as fixed for a week's work } Time and a half.  
 Provided that any employee required to do any removal work occupying any time between midnight and 6 a.m., on any day shall be paid a minimum of 15s. for each occasion he is so required to work.  
 An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.

## TERMS OF ENGAGEMENT.

6. Any employee (other than a casual employee) willing and available to work shall in respect of each week of his employment be paid the full weekly wage fixed by this Determination and shall in addition be paid at overtime rates for work done in excess of or outside the ordinary hours of employment.

## CASUAL LABOUR.

7. Casual employees, i.e., persons who are employed during any week for not more than one-half the maximum number of hours fixed in this Determination as a week's work, shall be paid at the rate of time and a quarter, with a minimum of one pound per day.

## ANNUAL HOLIDAY.

8. 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.

## PAYMENT OF WAGES.

9. All wages must be paid on Thursday, and in the employer's time.

## ALLOWANCES.

10. (i) To the amounts otherwise prescribed in this Determination shall be added the following:—(a) Driver of a motor vehicle fitted with a charcoal gas producer unit—for each day or portion thereof upon which he is called upon to drive and/or clean such unit 1s. per day. (b) Cleaner of gas producer unit (who is not a driver) for each day or part thereof upon which he is called upon to clean such unit 1s. per day.  
 (ii) Suitable overalls and gloves shall be provided by the employer for employees cleaning gas producer units.  
 (iii) An employer shall re-imburse an employee the cost of any telephone calls made under instructions by him or in the case of an emergency in connexion with the duties of such employee.

## PAYMENT FOR HOLIDAYS.

11. All employees shall be entitled to the holidays prescribed in clause 17 without deduction of pay.

## SICK LEAVE.

12. (a) Any employee (other than a casual employee) who has had not less than six months' service with the same employer shall be entitled to leave of absence on account of ill-health, provided he has submitted within 24 hours of the commencement of such absence satisfactory evidence that same is not the result of his own misconduct. If the conditions hereinbefore stated have been complied with, the employee shall be entitled to leave of absence (without deduction of pay) for a period not exceeding in the aggregate six days in any one year.  
 (b) If the full period of sick leave as prescribed above is not taken in any year such portion as is not taken shall be cumulative from year to year up to a period not exceeding 18 days, which shall be the maximum amount of leave to which an employee may be entitled in any year of service without deduction of pay.

## SUNDAY WORK.

13. All employees assisting in the carrying out of funerals on any Sunday shall be paid a minimum of 20s. for such work.

## PICNIC DAY.

14. The 3rd Wednesday in February in each year shall be observed as a holiday within a radius of 20 miles of the General Post Office, Melbourne, and at Ballarat, Bendigo, and Geelong.

## EXTENDED JOURNEY.

15. A motor driver shall not be required to travel on any journey extending over 110 miles from the employer's headquarters unless accompanied by a male adult employee.

## TERMINATION OF EMPLOYMENT.

16. Except in a case where an employee has been guilty of misconduct seven days' notice of termination of employment shall be given by either employer or worker, or a week's wages shall be paid or forfeited, as the case may be, in lieu thereof.

## SPECIAL RATES.

17. Time and a half, with a minimum payment of 10s. shall be paid for all work done on a Saturday, and double time shall be paid for all work done on Sundays, New Year's Day, Australia Day, Picnic Day, Labour Day, Good Friday, Easter Monday, Anzac Day, King's Birthday, Christmas Day, Boxing Day and (i) within the Metropolitan District as defined in the *Factories and Shops Acts—Melbourne Cup Day and Show Day*; (ii) outside the said Metropolitan District—Melbourne Cup Day and Show Day or in lieu of such days, holidays to be mutually agreed upon between any employer and a majority of his employees; but if any other day be by Act of Parliament or proclamation substituted for any of the above-named holidays, the special rate shall only be payable for work done on the day so substituted.

## PROVISION FOR GUM BOOTS.

18. Gum boots shall be provided for employees whilst washing vehicles.

## STANDING BY TIME.

19. An employee called upon to stand by, that is, to hold himself available if wanted, shall be paid the following rates:—  
 (a) Between the hours of 5.30 p.m. and midnight (Monday to Friday)—3s. per night;  
 (b) Between 1 p.m. on Saturday, and 6 a.m. on the following Monday 6d. per hour for each hour he is so required to stand by;  
 (c) The allowances prescribed in sub-clauses (a) and (b) hereof shall be in addition to appropriate payments for any work done during the hours therein mentioned;  
 (d) Notwithstanding anything contained in sub-clauses (a) or (b) hereof, an employee required to stand by at an employer's place of business shall be entitled to be paid at the rate prescribed for a chauffeur who makes adjustments and attends to actual running repairs to motor hearses, coaches or wagons for all time he is so required to stand by.

PIECEWORK.

20. That the lowest piecework prices to be paid to persons for doing work of the kinds specified in the following Schedule shall be:—

SCHEDULE.

All Inside Measurements (Head to Heel).	If Made Throughout by Hand—			If Made with the Aid of Machinery Actually Installed on Employer's Premises, and Driven by Steam, Gas, Oil, Water, or Electric Power—		
	Not Exceeding 20 Inches Wide.	Over 20 Inches, but not Exceeding 22 Inches Wide.	Exceeding 22 Inches Wide.	Not Exceeding 20 Inches Wide.	Over 20 Inches, but not Exceeding 22 Inches Wide.	Exceeding 22 Inches Wide.
	Each.	Each.	Each.	Each.	Each.	Each.
	<i>s. d.</i>	<i>s. d.</i>	<i>s. d.</i>	<i>s. d.</i>	<i>s. d.</i>	<i>s. d.</i>
Best oak, maple, myrtle, or other wrought hardwood coffins, over 4 ft. 9 in. long .. .. .	53 10	57 1	60 3	47 1	50 8	54 7
Plain oak, maple, myrtle, or other wrought hardwood coffins, over 4 ft. 9 in. long (with or without a plinth) ..	48 1	51 6	54 9	42 4	45 5	48 10
Kauri, cedar, white pine, or other wrought soft-wood coffins, best, over 4 ft. 9 in. long .. .. .	40 5	41 10	45 1	35 5	37 9	39 8
Kauri, cedar, white pine, or other wrought soft-wood coffins, plain, with or without a plinth, over 4 ft. 9 in. long ..	32 5	34 9	37 9	28 9	31 1	32 6
Common coffins, over 4 ft. 9 in. long .. .. .	7 3	8 1	9 1	6 3	7 1	8 1
Common coffins, over 4 ft. 9 in. long, over 1 inch in thickness ..	8 1	9 1	10 2	7 1	8 1	9 1
	<i>s. d.</i>			<i>s. d.</i>		
-Oak, maple, myrtle, or other wrought hardwood coffins, up to 4 ft. 9 in. long .. .. .	30 0 each			25 4 each		
Kauri, cedar, white pine, or other wrought soft-wood coffins, up to 4 ft. 9 in. long .. .. .	24 8 "			19 9 "		
Common coffins, up to 2 feet long .. .. .	32 5 per dozen			25 0 per dozen		
Common coffins, over 2 feet and up to 3 feet long ..	43 9 "			34 10 "		
Common coffins, over 3 feet and up to 4 ft. 9 in. long ..	59 3 "			46 8 "		
Inside shells for lead coffins .. .. .	21 7 each			14 6 each		
Cover lids, up to 2 feet wide .. .. .	30 2 per dozen			20 5 per dozen		
Cover lids, over 2 feet wide .. .. .	32 10 "			32 4 "		
	<i>s. d.</i>			<i>s. d.</i>		
Extra for common coffins or coverlids if glued .. .. .	.. .. .			.. 1 9 each		
Extra for lids made with two or three decks .. .. .	.. .. .			.. 11 5 "		

DEFINITION.

21. "Best" coffin means a coffin which bears any ornamentation other than a plinth.

PERIODICAL ADJUSTMENT OF WAGES.

22. 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, this Board hereby determines that such rates shall be automatically adjusted as prescribed in clause 23. Provided that the wages of apprentices, improvers, and piecework prices shall be adjusted proportionately to adjustments of the basic wage. Such adjustments in the case of apprentices and improvers shall be computed to the nearest 6d., half or less than half of 6d. to be disregarded, and in the case of piecework prices to the nearest 1d.

Basic Wage.

Place.	Needs Basic Wage (Adjustable).	Loading (Constant).	Total Basic Wage.	Index Number Set Assigned.
	£ s. d.	s. d.	£ s. d.	
Throughout the State .. .. .	5 14 0	6 0	6 0 0	Melbourne

ADJUSTMENT OF BASIC WAGE.

23. (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, 1949, the amounts of the Basic Wage shall be as prescribed in clause 22.

(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 numbers reach .5 or more the basic wage shall be taken to the next higher shilling.

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

J. W. RYAN, Secretary

Melbourne, 25th November, 1948.





# VICTORIA GOVERNMENT GAZETTE.

Published by Authority.

[Registered at the General Post Office, Melbourne, for transmission by post as a newspaper.]

No. 22]

TUESDAY, JANUARY 11.

[1949

Factories and Shops Acts.

## DETERMINATION OF THE CEMETERY EMPLOYEES BOARD.

NOTE.—1. This Determination applies to the whole of the State of Victoria.

2. On the 25th September, 1946, the powers of the Cemetery Employees Board were varied to enable it to "determine the lowest prices or rates which may be paid to any person employed in or about a crematorium".

IN accordance with the provisions of the Factories and Shops Acts, and the Orders in Council thereunder, the Wages Board appointed to "determine the lowest prices or rates which may be paid to any person employed :—

(a) in or about a cemetery as a grave digger, grave decorator, gatekeeper, labourer, or gardener ;

(b) in or about a crematorium"

has made the following Determination, namely :—

1. That as from the 1st December, 1948, the last previous Determination of this Board shall be revoked and replaced by this Determination.

### 2. WAGES PER WEEK OF 40 HOURS.

Apprentices or Improvers.	Other Employees.			
1st year .. .. .	Wages.			
2nd year .. .. .	Within the Metropolitan District.		All Other Parts of Victoria.	
3rd year .. .. .	Per Hour.	Per Week.	Per Hour.	Per Week.
4th year .. .. .	<i>s. d.</i>	<i>s. d.</i>	<i>s. d.</i>	<i>s. d.</i>
5th year .. .. .	3 9 <sup>11</sup> / <sub>20</sub>	151 6	3 8 <sup>11</sup> / <sub>20</sub>	148 6
	3 4 <sup>1</sup> / <sub>2</sub>	136 0	3 3 <sup>9</sup> / <sub>10</sub>	133 0
	THROUGHOUT THE STATE.			
	Per Hour.		Per Week.	
	<i>s. d.</i>	<i>s. d.</i>	<i>s. d.</i>	<i>s. d.</i>
PROPORTION (WITHIN ANY PLACE).	4 1 <sup>1</sup> / <sub>2</sub>	165 0	151 6	151 6
One apprentice and one improver to every three or fraction of three workers receiving not less than the minimum wage.	3 9 <sup>11</sup> / <sub>20</sub>	136 0	3 4 <sup>1</sup> / <sub>2</sub>	136 0
	(a) In or about a cemetery.			
	Grave diggers .. .. .			
	All others .. .. .			
	(b) In or about a crematorium.			
	* Operator in charge .. .. .			
	Other operator .. .. .			
	All others .. .. .			

\* Any employee required to act as an Operator in Charge for a period of one week or over shall be entitled to be paid the rate prescribed for an Operator in Charge whilst he is so required to act.

## ALLOWANCES.

3. (a) Any employee who is required to set and/or fire explosives shall be paid 2s. extra per day for each day or part of a day on which he performs such operations, and any person who has been directed by the management to assist such an employee shall be paid 1s. extra per day for each day or part of a day on which he is so required to assist.

(b) Any employee who is engaged in boring holes in stone by hand or machine for any period in excess of two hours on any day shall be paid 1s. per day extra for each day on which he is so required to work.

## EXHUMATIONS.

4. Workmen employed for the purpose of exhumations shall be paid for the first body exhumed from any grave the sum of one pound and for each additional body exhumed from the same grave a further ten shillings shall be paid.

## TIME OF BEGINNING AND ENDING WORK.

5. The ordinary times of beginning and ending work shall be between the following hours :—

8 a.m. to 5.15 p.m. Monday to Friday inclusive.

A meal interval of not less than 45 minutes shall be allowed each employee between noon and 1.30 p.m. each day.

## WEEK-END BURIAL OR CREMATION.

6. Within a radius of 25 miles from the Post Office situated at the corner of Bourke and Elizabeth-streets, Melbourne, no employee shall be required to participate in the conduct of any burial or cremation on a Saturday or Sunday, subject to the following exceptions—

(a) unless such burial or cremation is by direction of the District Officer of Health ;

(b) the deceased person died prior to midnight on the preceding Thursday ; or

(c) where any of the holidays prescribed in clause 8 of this Determination occurs on the following Monday, save and except when the preceding Saturday is also prescribed as a holiday in the said clause 8.

## OVERTIME.

7. All work done outside the hours specified as the times of beginning and ending work, or for any work done within such hours in excess of 40 hours in any week, shall be paid at the rate of time and a half.

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

## HOLIDAYS.

8. (a) Employees shall, as far as practicable, be entitled to the following holidays without deduction of pay :—New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, King's Birthday, Christmas Day, and Boxing Day, and,

(i) within the Metropolitan District as defined in the Factories and Shops Acts—Melbourne Cup Day and Show Day ;

(ii) outside the said Metropolitan District—Melbourne Cup Day and Show Day or in lieu of such days, holidays to be mutually agreed upon between any Cemetery Trust and a majority of its employees ;

but if any other day be by Act of Parliament or Proclamation substituted for any of the above-named holidays this condition shall only apply for the day so substituted, or should any such holiday occur on a Saturday or a Sunday and a day is not so substituted employees whether called upon to work on such day or not shall be entitled to a holiday in lieu of same on a day to be arranged between the employees and the Trust concerned.

Provided that should an employee be required to work on any day specified in this sub-clause such work shall not include the digging of stock graves, but may include :—

(i) any necessary maintenance work up to noon on such day ;

(ii) the filling in of a grave ;

(iii) the preparation of an ordered grave.

(b) Any employee who having been instructed to report for work on any holiday mentioned in sub-clause (a) hereof shall if he so reports be entitled to payment as follows :—

(i) An allowance of 5s. if not given a start at work.

(ii) A full day's wage if required to do any work on any such day.

The allowance or wage provided for in (i) and (ii) hereof is in addition to the payment of a day's pay to which an employee is entitled under sub-clause (a).

## SUNDAYS.

9. All work done on Sundays shall be paid for at double time. Provided that any employee who is required to be on duty solely for the purpose of acting as a patrolman or as a supervising attendant shall receive a minimum payment of 10s., and any employee called on duty to do any other work shall receive a minimum payment of one pound for each Sunday he is so required to work.

## SATURDAYS.

10. Subject to the provisions of clause 8 hereof time and a half with a minimum payment of 10s. shall be paid for all work done on a Saturday.

## EMPLOYEE OPENING OR CLOSING A CEMETERY ON A SATURDAY, SUNDAY, OR A PUBLIC HOLIDAY.

11. Notwithstanding anything contained in clauses 8, 9, or 10 hereof any employee who is required only to open and/or close the gates of a cemetery on a Saturday, Sunday, or a Public Holiday specified in clause 8, shall be paid at the appropriate rate specified for work done on any such day with a minimum payment of 10s. for any such work.

## NOTICE OF WORK ON A SUNDAY OR HOLIDAY.

12. If at all possible, 24 hours' notice that his services will be required on such day, shall be given to an employee required to work on a Sunday or a holiday specified in clause 8.

## PICNIC DAY.

13. The 3rd Wednesday in February in each year shall be observed as a holiday within a radius of 20 miles of the General Post Office, Melbourne, and at Ballarat, Bendigo, and Geelong. Employees (except those required to carry out essential services) shall be entitled to such holiday without deduction of pay.

Employees required to carry out essential services may receive ordinary rates of pay only for work done on such day, but shall within one month receive another day off in lieu of such picnic holiday or have one day added to the annual leave provided for in clause 16.

## FARE ALLOWANCE.

14. Any employee residing outside a radius of five miles from his place of employment shall in addition to any other amounts to which he may be entitled under this Determination receive the sum of two shillings per week as a fare allowance.

## TERMS OF ENGAGEMENT.

15. Any employee (other than a casual employee, willing and available to work shall in respect of each week of his employment be paid the full weekly wage fixed by this Determination.

## ANNUAL HOLIDAY.

16. 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.

## PAYMENT OF WAGES.

17. Wages shall be paid not later than Thursday in each week.

## SICK LEAVE.

18. (a) Any employee (other than a casual employee) who has not less than twelve months' service with the same employer shall be entitled to leave of absence on account of ill health or accident, provided he has submitted within 24 hours of the commencement of such absence satisfactory evidence that same is not the result of his own misconduct. If the conditions hereinbefore stated have been complied with, the employee shall also be entitled during such absence in any year to payment as follows :—

- (i) For the first two weeks, full pay.  
(ii) For the next two weeks, half pay.

(b) Notwithstanding anything contained in sub-clause (a) hereof, if the full period of sick leave, as prescribed above is not taken during the employee's fourth, or any subsequent year of continuous service, such portion as is not taken in such fourth or any subsequent year of service, shall be cumulative from year to year up to a period not exceeding six weeks on full pay, and a further six weeks on half pay, provided that for each two weeks of any such sick leave, a medical certificate, or other satisfactory evidence of injury or illness shall be furnished by the employee if so required.

(c) Notwithstanding anything contained in sub-clauses (a) or (b) hereof, for absence on account of ill-health or injury for any period not exceeding two consecutive working days, and not exceeding in the aggregate four working days in any one year, the production of a medical certificate shall not be necessary.

(d) Where, under any scheme of insurance or an accident relief or provident fund, to secure the benefit of which the employer has paid the necessary premium, or under any Workers' Compensation Act, compensation becomes payable for any of such days of absence, the employer shall not be bound to pay more of such wage as is prescribed by sub-sections (a) and (b) hereof than is sufficient with such compensation to make up the full or half pay as the case may be.

(e) For the purpose of this clause a year shall mean a period of twelve months commencing on the 1st day of January in each year.

## CLOTHING, ETC.

19. Employees required to work in wet places shall be provided with leather or rubber knee boots.

An employee whilst engaged at grave digging shall be supplied with overall trousers, which shall be replaced from time to time where necessary.

Suitable and adequate overhead covering shall be provided for all employees engaged in grave digging.

An employee engaged in filling in a grave in rain shall be provided with suitable protective clothing.

An employee required to attend at a grave during a funeral shall be provided with a suitable dustcoat to cover his working clothes during such period.

## PROTECTION FROM FALLING EARTH OR MASONRY.

20. Where an employee is working in sand or loose earth at a depth of 5 ft. 6 in. or greater, or in any earth at a depth below 7 feet, he shall be assisted by another employee, or given protection by means of timbering or other adequate protection to obviate danger from falling earth or masonry.

## DEFINITION.

21. A casual employee is a person who is not required to report for duty on each of every ordinary working day, but who is called upon to do certain specified work at irregular intervals.

## TERMINATION OF EMPLOYMENT.

22. Except in a case where an employee or an employer has been guilty of misconduct seven days' notice of termination of employment shall be given by either employer or worker, or a week's wages shall be paid or forfeited, as the case may be, in lieu thereof. This clause does not operate in the case of a casual employee.

## PERIODICAL ADJUSTMENT OF WAGES.

23. The wages rates for males 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 by the same amount and at the same time as such basic wage as prescribed by clause 24. Provided that the wages of apprentices or improvers shall be adjusted proportionately to adjustments of the basic wage, such adjustments to be to the nearest 6d., half or less of 6d. to be disregarded.

## Basic Wage.

Place.	Needs Basic Wage Adjustable.	Loading Constant.	Total Basic Wage.	Index Number Set Assigned.
Throughout the State .. .. .	£ s. d. 5 14 0	s. d. 6 0	£ s. d. 6 0 0	Melbourne

## ADJUSTMENT OF BASIC WAGE.

24. (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, 1949, the amounts of the Basic Wage shall be as prescribed in clause 23.

(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.

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

J. W. RYAN, Secretary.

Melbourne, 25th November, 1948.







VICTORIA  
GOVERNMENT GAZETTE.

Published by Authority.

[Registered at the General Post Office, Melbourne, for transmission by post as a newspaper.]

No. 23]

TUESDAY, JANUARY 11.

[1949

Factories and Shops Acts.

DETERMINATION OF THE SEWAGE DISTRIBUTION 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 appointed to “determine the lowest prices or rates which may be paid to any person or persons or classes of persons employed—

- (a) in the process, trade, business, or occupation of distributing sewage or effluent from channels or treatment tanks ;
- (b) at or about tanks at sewage treatment works,” has made the following Determination, namely :—

1. That, as from the beginning of the first pay period to commence on or after the 8th November, 1948, the last previous Determination of this Board shall be revoked and replaced by this Determination.

WAGES PER WEEK.

	£	s.	d.
2. (a) Leading waterman .. .. .	7	19	0
Waterman .. .. .	7	8	0
Groundsman .. .. .	7	8	0

Maintenance Work.

Ganger (i.e., a man in charge of over six men) .. .. .	7	19	0
Leading hand (i.e., a man in charge of from three to six men) .. .. .	7	13	0
All others .. .. .	7	4	0

Maintenance work includes operations in areas used for sewage disposal on carriers used for the conveyance of sewage, and on drains used for the conveyance of effluent.

(b) An employee engaged on continuous shift work shall, in addition to the appropriate rate fixed above, be paid a loading at the rate of 10s. per week. Provided that for shift work done on a Saturday he shall be paid at the rate of time and one half of the appropriate rate fixed above.

(c) (i) Where an employee in any of the above classifications is required to do work of an unusually offensive nature in grass filtration or pasture areas, entering or cleaning our sewage distribution or effluent channels or digestion tanks or septic tanks, he shall be paid a disability rate of 10s. per week or 2s. per day in lieu of the disability rate for his classification as prescribed in clause 16 with a minimum of two hours on any one day. The decision as to what constitutes work of an unusually offensive nature shall be made by the Resident Engineer, if necessary after consultation with an employee member of the Wages Board on the job.

(ii) Where an employee in any of the above classifications is required to enter and manually remove sludge from sedimentation tanks, or syphons, he shall be paid a disability rate of 25s. per week or 5s. per day in lieu of the disability rate for his classification as prescribed in clause 16.

NOTE.—The Wages Board has determined in accordance with section 25 (1) of the *Factories and Shops Act 1934*, that the trade is so unskilled that no person should be taken as an apprentice in the trade.

ORDINARY WEEK'S WORK.

3. The ordinary hours for a week's work shall be as follows :—

(a) For persons other than shift workers—

40 hours per week to be worked.

Monday to Friday .. .. . 8 hours between 8 a.m. and 5 p.m.

The above times of beginning and ending may be varied on any job by mutual consent of the employer and a majority of the employees, but in no case shall the total number of hours be increased.

(b) By shift workers—

Morning shift .. .. .	7 a.m. to 3 p.m.
Afternoon shift .. .. .	3 p.m. to 11 p.m.
Night shift .. .. .	11 p.m. to 7 a.m.

## OVERTIME.

## 4. (a) Persons other than shift workers—

For all time worked, excluding Sundays, outside the hours or in excess of the number of hours fixed in clause 3 (a): Time and a half for the first two hours on any day, and double time thereafter.

## (b) Shift workers—

For all time worked outside the hours fixed for shifts in clause 3 (b) . . . . . Time and a half.

The overtime rate for shift workers shall not apply to arrangements between employees themselves or in cases due to rotation of shifts or when the relief does not come on duty at the proper time. Provided that where not less than eight hours' notice has been given to the employer by the employee that he will be absent from work, and the employee whom he should relieve is not relieved, such unrelieved employee shall be paid time and a half for all time of duty after he has finished his ordinary shift.

## FARE ALLOWANCE.

5. The following additional rate shall be paid to any person employed under this Determination:—1s. per day or portion of a day unless transport is provided by the employer.

Employees of Sewerage Authorities other than the Melbourne and Metropolitan Board of Works are exempted from the provisions of this clause unless they reside more than half a mile from Sewage Treatment Works.

## BICYCLE ALLOWANCE.

6. Where an employer directs an employee to use his bicycle in the performance of his duties, such employee shall be paid an allowance at the rate of 1s. per day for each day the bicycle is used in the manner directed.

## FAILING TO NOTIFY EMPLOYEES.

7. If any employee on shift work, or any other daily, weekly, or nightly work, is not informed before he leaves the job at the end of his shift or day that he is not required to work on the next shift, or day, or night, and such employee attends on the next shift, or on the next day or night, and he is not put to any other work, he shall be paid for four hours for that shift, day or night not worked.

Provided that this clause shall not apply in the case of an employee for whom other suitable work is provided.

## EMPLOYEE PRESENTING HIMSELF FOR WORK.

8. Any employee who presents himself for work, and who is not permitted by the employer to commence work on that day on account of wet weather or any other reasons over which the employee has no control, shall be paid:—

(a) A full day's pay if such employee holds himself in readiness for the whole working day or if he leaves with the consent of the employer before the end of the working day.

(b) The actual time for which such employee holds himself in readiness if he leaves without the consent of the employer before the end of the working day.

## EMPLOYEE RECALLED TO WORK.

9. An employee recalled to work after the expiration of his customary working time for the day and after he has left work for the day or called out to work on a Saturday shall be paid for a minimum of 3 hours work at one and a half times the ordinary prescribed rate for each time he is so recalled.

Provided that the employee, if required to work for two hours or more, shall be paid for a minimum of 3 hours work calculated at one and a half times the ordinary prescribed rate for two hours and at double the ordinary prescribed rate for one hour.

## WET PLACES.

10. (a) If an employee is required to walk in sewage effluent or to work in a wet place or to work in heavy rain, he shall be provided with gumboots or oilskins, or both, so as to protect him from getting wet.

(b) If he is not so provided so as to protect him from getting wet, he shall be paid therefor 2s. extra for the day, whatever amount of work may be done by him thereon.

(c) For the purposes of this clause, a place shall be deemed to be wet when water other than rain is continually dripping from overhead so as to saturate the clothing of the employee, if unprotected, and/or when the water in the place where the employee is standing is over two inches deep, and rain shall be deemed to be heavy when, if the employee works therein as required, his clothes shall become saturated.

## SICK LEAVE.

(a) *Employees of Melbourne and Metropolitan Board of Works.*

11. (i) An employee employed by the week who is absent from work on account of personal illness or on account of injury by accident for which he is not entitled to Workers' Compensation shall, on production within 24 hours of evidence of his illness or injury satisfactory to the employer be entitled to leave of absence on the prescribed rate of pay for a period of one week of working time in any one year.

(ii) Such sick leave shall accumulate from year to year so that any balance of the period specified in sub-clause (i) of this clause which has in any year not been allowed to an employee by the Board as paid sick leave may be claimed by the employee and subject to the conditions hereinbefore prescribed shall be allowed by the Board in any subsequent year without diminution of the sick leave prescribed in respect of that year.

(b) *Other Employees.*

(i) This clause shall apply only to continuing employees and shall apply from the first day of October, 1946, inclusive. For the purposes of this clause, an employee shall be deemed to be a continuing employee when he is engaged by the week and his engagement shall have continued for a continuous period exceeding one month. And a person shall be deemed to be continuing in the employer's employ (though not actively) during any period that he is absent from work on leave granted in consequence of personal injury or illness if he submits a certificate or certificates from a medical practitioner covering the period of absence, or other proof satisfactory to the employer, and during any period that he is absent on other leave granted by an authorized officer.

(ii) (a) Each continuing employee shall be entitled to be credited with the number of sick leave days set out in sub-clause (iii) (a) hereof, and shall be debited with such payments as he receives under sub-clause (iv) (a) hereof; provided however that at no time he shall be entitled to have, or have, a balance of more than 30 days to his credit, and provided further that on an employee ceasing to be in the employer's employ whether voluntarily or involuntarily the number of days (if any) standing to his credit and which have therefore not been required, shall be cancelled without any payment being made in respect of any such days, but if his employment is terminated by the employer other than for misconduct or absence from work without reasonable excuse, and he is subsequently within a period of twelve months re-employed and deemed to be a continuing employee, the number of days which were to his credit before cancellation on the termination of his former period of employment, shall after his re-engagement has continued for one month again be placed to his credit.

(b) "Day." for the purpose of sick leave credits shall where 40 hours are fixed herein as the number of hours for a week's work, be deemed to be eight hours; and shall where a number less than 40 hours is regularly worked by an employee, be deemed to be 3/10 of such number.

(iii) (a) Each continuing employee in the employer's employ on the 1st day of October, 1946, shall be entitled on such date to be credited with six days' sick leave in respect of the year which commenced on that date.

(b) Each continuing employee in the employer's employ on each subsequent 1st day of October, shall be entitled on such date to be credited with six days in respect of the year commencing on such date; provided however, that any employee absent on such 1st day of October or from a date prior to such 1st day of October and still absent on such 1st day of October, shall not be entitled to be credited with such six days unless, and until the day he returns to work whereupon he shall be so credited.

Each employee who may become a continuing employee on or after the 1st day of October, 1946, shall as from the date that he is deemed a continuing employee be entitled to be credited with six days' sick leave in respect of the year ending twelve months after the date of his being deemed a continuing employee, unless having been previously employed in that year he has already been credited with six days for that year.

(iv) (a) Subject to the provisos contained in paragraphs (b), (c), (d), (e), (f), and (g) of this sub-clause, a continuing employee absent from his work through personal accident or sickness not attributable in either case to the employee's misconduct shall in respect of each such period of absence be entitled to and be paid sick leave pay as hereinafter set out for the time absent on each day, but not exceeding the number of hours which, apart from overtime i.e., excess work, it would have been usual for him to work on each day that he is so absent: that is to say:—

In respect of time absent not exceeding the number of days to his credit under sub-clauses (ii) and (iii) hereof, which time would have been worked by him for his absence (day meaning the 24 hours ending at midnight); sick leave pay at a rate equal to the sum of the ordinary rate of wage and any usual additional rate of whatever nature which would have been payable to him had he been at work, but excluding any hourly rate, until the number of hours to his credit under sub-clauses (ii) and (iii) hereof shall have become reduced to none. The ordinary rate means the rate defined herein as ordinary rate. Where Sunday, payable at double rate is included as a sick leave day, every hour thereof paid for as sick leave shall be counted as a debit of two hours. Sick leave pay shall be in respect of that occupation which, in a fixed roster of work, would have been the employee's occupation had he not been so absent. And where there is no fixed roster of work, sick leave pay shall be in respect of the occupation which the employee was performing immediately prior to the commencement of the absence, unless in the opinion of the Engineer such occupation would not have continued to be the employee's occupation had the employee not become so absent, and in such case sick leave pay shall be in respect of such occupation as such Engineer shall name.

Any public holiday or holidays as defined herein occurring during the first month of any absence shall not, if the employee is entitled to such holiday with pay, be included as days of absence for the purpose of sick leave pay.

And if the number of hours to his credit shall have become reduced to none on or before the 30th day of September next following the commencement of such absence, and such absence shall continue beyond such date, he shall on the day he returns to work be credited with six days as provided by paragraph (b) of sub-clause (iii) hereof, but such credit shall not be available as sick pay in respect of the absence then just ended.

(b) That on the first day of the absence the Engineer or foreman or overseer is notified of the cause of the absence.

(c) That the employee within three days produces a certificate from a medical practitioner or some other medical practitioner nominated by the employer shall so require within such further period as the employer shall allow (whose certificate shall be final and conclusive) describing the nature of the illness or disability and certifying the period of absence necessary, or produces other proof satisfactory to the Engineer or other authorizing officer that his absence and continued absence was reasonably necessary through personal accident or sickness. And when the absence continues beyond the end of any period so proved, that he furnishes evidence that a continuation of the absence is necessary for a further specified period.

(d) That no sick leave pay shall be payable in respect of any absence for which an employee will be entitled to receive or receives compensation under the Workers' Compensation Act.

(e) That no sick leave pay shall be payable to an employee beyond a date on which his contract of employment shall terminate by reason of his death, or his having reached the compulsory retiring age, or notice—express or implied—operating to terminate his contract of employment or by or from other causes.

(f) No "standing-by" allowance, or travelling allowance, or camping allowance, or vehicle allowance if the vehicle is not being used for the employee's purposes, or any disability allowance, shall be payable in respect of any period of absence on sick leave.

(g) Except as provided, no employee shall be entitled to payment for the time absent from work in consequence of personal accident or ill health.

(h) An employee leaving the employer's employ to take employment with some other employer immediately following one or more days' absence through illness shall not be entitled to any sick leave pay which may not have been paid to him in respect of such absence.

HOLIDAYS AND SUNDAYS.

12. All employees shall be entitled to the nine holidays hereinafter mentioned without deduction of pay:—New Year's Day, Labour Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, King's Birthday, Christmas Day, and Boxing Day. Should any of such holidays fall on a rest day of an employee engaged on shift work he shall in such cases receive within twelve months thereafter a holiday on full pay in lieu of each of such days except in a case where any such holiday falls on a Saturday or a Sunday.

Work done by employees (other than shiftworkers) on Sundays and holidays shall be paid for at the rate of double time with a minimum of three hours' pay at the penalty rate.

For shift workers double time shall be the rate for all work done on Good Friday and Christmas Day, and time and a half shall be the rate for all work done on Sundays and New Year's Day, Labour Day, Easter Saturday, Easter Monday, Anzac Day, King's Birthday, and Boxing Day.

The days following the day observed as Boxing Day up to and inclusive of the 31st December in each year shall be granted as holidays on full pay to all employees with not less than twelve months' service. The days occurring within this period shall, except in the case of shiftworkers, be exclusive of Sundays. Should any employee work on any of the days referred to in this period or should a rest day of any employee engaged on shift work fall within such period he shall in either case receive within twelve months thereafter a holiday on full pay in lieu of each of such days.

ANNUAL HOLIDAY.

13. 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 provided that in respect of a continuous shift worker an additional day shall be added to the annual holiday as prescribed for each holiday referred to in clause 12 on which such an employee is required to work with a maximum of five such additional days.

PERIODICAL ADJUSTMENT OF WAGES.

14. The wages rates set out in clause 2 are based upon the following basic wage and, pursuant to the provisions of section 21 of the *Factories and Shops Act 1934*, the Board hereby determines that such rates shall be automatically increased or decreased as prescribed by clause 15.

Basic Wage.

Place.	Needs Basic Wage (Adjustable).	Loading (Constant).	Total Basic Wage.	Index Number Set Assigned.
Throughout the State	£ s. d. 5 14 0	s. d. 6 0	£ s. d. 6 0 0	Melbourne

ADJUSTMENT OF BASIC WAGE.

15. (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, 1949, the amounts of the basic wage shall be as prescribed in clause 14.

(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 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.

MARGINAL RATES.

16. In addition to the basic wage provided in clause 14, the margins and disabilities rates set out in this clause shall be the minimum rates payable to employees therein named:—

	Margin for Skill.	Disability Rate.
	<i>s. d.</i>	<i>s. d.</i>
Leading waterman .. .. .	32 0	7 0
Waterman .. .. .	21 0	7 0
Groundsman .. .. .	21 0	7 0
<i>Maintenance Work.</i>		
Ganger (i.e., a man in charge of over six men) .. .. .	35 0	3 0
Leading hand (i.e., a man in charge of from three to six men) .. .. .	30 0	3 0
All others .. .. .	21 0	3 0

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

J. W. RYAN, Secretary.

Melbourne, 29th November, 1948.



# VICTORIA GOVERNMENT GAZETTE.

Published by Authority.

[Registered at the General Post Office, Melbourne, for transmission by post as a newspaper.]

No. 24]

TUESDAY, JANUARY 11.

[1949

Factories and Shops Acts.

## DETERMINATION OF THE JEWELLERS 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 appointed to "determine the lowest prices or rates which may be paid to any person or persons or classes of persons employed in the process, trade or business of a manufacturing jeweller", has made the following Determination, namely:—

1. That as from the beginning of the first pay period to commence on or after the 17th December, 1948, the last previous Determination of this Board shall be revoked and replaced by this Determination.

2.

WAGES PER WEEK OF 40 HOURS.

Classification.	—
	£ s. d.
Precious gem mounter .. .. .	9 5 0
Setter of precious gems .. .. .	9 5 0
Mounter—1st Class .. .. .	8 12 0
Mounter—2nd Class .. .. .	7 17 0
Drop hammer operator who sets dies and makes force	8 7 6
Drop hammer operator, other .. .. .	7 4 0
Setter .. .. .	8 2 6
Melter and alloyer .. .. .	8 2 6
Lapper .. .. .	8 2 6
Polisher .. .. .	7 10 0
Assembler and solderer .. .. .	7 10 0
Solderer, other .. .. .	7 4 0
Die setter .. .. .	7 6 0
Engine turner .. .. .	7 2 0
Press operator .. .. .	7 2 0
Process worker (as defined) .. .. .	7 2 0
Carder .. .. .	6 13 0
Pinner up .. .. .	6 13 0
Other employees with not less than three months' experience in this industry	6 9 0
All others .. .. .	6 3 0

### LEADING HANDS.

Leading hands in charge of not less than three and not more than ten employees, 9s. per week extra; more than ten and not more than twenty employees, 18s. per week extra; more than twenty employees, 27s. per week extra.

### APPRENTICESHIP.

#### Contract of Apprenticeship.

3. (a) Every contract of apprenticeship hereinafter made shall contain—
- (i) the names of the parties;
  - (ii) the date of birth of the apprentice;
  - (iii) a statement of the trade or trades to which the apprentice is to be bound and which he is to be taught during the course and for the purpose of the apprenticeship;
  - (iv) a covenant by the master to teach and instruct or cause the apprentice to be taught or instructed in the trade to which the apprentice is bound;
  - (v) the date at which the apprenticeship is to commence or from which it is to be calculated;
  - (vi) all other conditions of apprenticeship.

*Cancellation or Suspension of Indenture.*

(b) Subject to the approval of the Wages Board, 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 Wages Board, circumstances exist which render such suspension or cancellation necessary or desirable.

Any covenant in an indenture inconsistent with the provision 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.

*Proportion.*

(c) The proportion of apprentices who may be taken by an employer shall not exceed one apprentice to every three or fraction of three tradesmen.

For the purpose of ascertaining the number of apprentices, 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.

A person who is, for a term not exceeding two years taking practical training in a workshop in continuance of a course of training for professional work shall not be taken into account in calculating the proportion of apprentices to journeymen.

An employer may with the consent of the Wages Board and upon satisfying that authority that he has the plant, equipment and staff necessary for the proper tuition of each apprentice concerned take apprentices in excess of the proportion herein prescribed. Until further order apprentices so taken shall not be counted in future calculations of the proportion of apprentices to journeymen authorized by the Determination.

*Period of Apprenticeship.*

(d) If the apprentice, when indentured, is under the age of seventeen years—five years; if over the age of seventeen—four or five years, at the option of the contracting parties.

*Adult Apprentices.*

(e) Any apprentice who cannot complete his full term of apprenticeship before reaching his 22nd birthday may, by agreement with his master, serve as an apprentice until he reaches the age of 23 years.

*Probationary Period.*

(f) Minors may be taken on probation for three months, and if apprenticed such three months shall count as part of their period of apprenticeship. An employer shall within fourteen days of employing a probationer notify the appropriate apprenticeship authorities of the employment of such probationer to any of the trades mentioned herein.

*Wages.*

(g) The minimum weekly rates of wage for apprentices shall be the under-mentioned percentages of the needs basic wage, and in addition thereto the constant and war loadings specified, and in all contracts of apprenticeship hereafter made the employer shall covenant to pay wages of not less than such rates.

The total wages of apprentices and improvers shall be calculated to the nearest sixpence, any broken part of sixpence in the result not exceeding threepence to be disregarded.

(h) *Wages per Week of 40 Hours.*

	Percentage of Needs Basic Wage.	Constant Loading.	War Loading.	Total Wage Payable.
	Per Week.	Per Week.	Per Week.	£ s. d.
Four and five-year terms—		<i>s. d.</i>	<i>s. d.</i>	
1st year .. .. .	25	0 0	0 9	1 9 0
2nd year .. .. .	33	1 0	1 0	1 19 6
3rd year .. .. .	50	1 6	1 6	3 0 0
4th year .. .. .	83	2 0	2 3	4 19 0
5th year .. .. .	100	2 0	3 0	6 5 0
	plus 6s.			
Four-year terms—Apprentice commencing after the age of 17 years—				
1st year .. .. .	29	0 0	0 9	1 14 0
2nd year .. .. .	50	1 0	1 6	2 19 6
3rd year .. .. .	83	2 0	2 3	4 19 0
4th year .. .. .	100	2 0	3 0	6 5 0
	plus 6s.			

An employee who is under 21 years of age on 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 prescribed for that classification.

*Hours.*

(i) The ordinary hours of employment of apprentices shall not in each workshop exceed those of the journeymen.

*Overtime and Shift Work.*

(j) No apprentice under the age of 18 years shall be required to work overtime or shift work unless he so desires.

*Payment by Results.*

(k) An apprentice shall not work under any system of payment by results.

*Lost Time.*

(l) The apprentice at the end of the calendar period of any year in which he has actually given service to the master upon less than the ordinary working days prescribed in this Determination, or in which he has unlawfully absented himself without the master's consent, shall, for every day short of the said number of working days, and for every day of such absence, serve one day, and the calendar period of the succeeding year of his service shall not be deemed to begin until the said additional day or days shall have been served. Provided that in calculating the extra time to be so served the apprentice shall be credited with time which he has worked during the relevant year in excess of his ordinary hours.

*Prohibition of Premiums.*

(m) An employer shall not, either directly or indirectly, or by any pretence or device receive from any person or require or permit any person to pay or give any consideration in the nature of a premium or bonus for the taking or binding of any probationer or apprentice.

*Annual and Sick Leave.*

(n) Apprentices shall be entitled to sick and annual leave in accordance with the provisions of clauses 13 and 14 hereof respectively.

## FEMALES AND UNAPPRENTICED MALE JUNIORS.

4. (a) The minimum rates of wage for adult and junior females and for unapprenticed male juniors shall be as follows:—

*Wages per Week of 40 Hours.*

	Percentage of Needs Basic Wage.	Constant Loading.	Additional Amount.	Total Wage Payable.
	Per Week.	Per Week. s. d.	Per Week. s. d.	£ s. d.
<i>I.—Adult Females.</i>				
Under three months' experience .. .. .	65	3 0	6 0	4 3 0
All others .. .. .	75	3 0	7 0	4 15 6
<i>II.—Junior Females.</i>				
17 years of age and under .. .. .	40	1 0	3 6	2 10 0
18 years of age .. .. .	47½	1 3	4 0	2 19 6
19 years of age .. .. .	55	1 6	4 6	3 8 6
20 years of age .. .. .	62½	2 0	5 0	3 18 0
<i>III.—Junior Males.</i>				
Under 16 years of age .. .. .	25	0 6	2 0	1 11 0
16 years of age .. .. .	35	0 9	3 0	2 3 6
17 years of age .. .. .	47½	1 0	4 0	2 19 0
18 years of age .. .. .	60	1 0	5 0	3 14 6
19 years of age .. .. .	75	2 0	6 0	4 13 6
20 years of age .. .. .	90	2 0	7 0	5 11 6

Provided that the rate payable to any employee shall not excluding the constant loading be less than 20s.

The total wage shall be calculated to the nearest sixpence, any broken part of sixpence in the result not exceeding threepence to be disregarded.

(b) The minimum rate payable to a junior female of any age or a junior male of eighteen years or more each with less than six months' experience under this Determination shall, until he or she has had six months' experience, be 10 per cent. less than the amount represented by the percentage of the needs basic wage hereby prescribed for a junior employee of his or her age and in addition thereto the constant and further additional loading prescribed for such an employee.

*Prohibited Occupations.*

(c) Junior employees shall not be employed:—

- (i) if under the age of 16 years—  
on oil or gas burners or fires used for heating of small articles.
- (ii) if under 18 years of age—  
die setting on power presses.

## HOURS OF WORK.

*Day Workers.*

5. (a) The ordinary hours of work shall be 40 per week to be worked in five days of not more than 8 hours (Monday to Friday inclusive) and one day (Saturday) of not more than 4 hours; or five days (Monday to Friday inclusive) of 8 hours each continuously except for meal breaks at the discretion of the employer between 7 a.m. and 5.30 p.m. on Monday to Friday inclusive, and 7 a.m. and noon on Saturday.

In localities where the recognized half-holiday is on a day other than Saturday the day so recognized may be substituted for Saturday for all the purposes of this Determination.

Provided that the spread of hours or the daily hours herein prescribed may be altered as to all or a section of the employees by mutual agreement between an employer and the representative of the union in that shop.

*Five-Days Week.*

(b) In any case in which the ordinary week's work of 40 hours can be performed in five days as aforesaid without—

- (i) detriment to the public interest;
- (ii) loss in the value of goods handled or to be handled;
- (iii) reducing the efficiency of production; or
- (iv) reducing the efficacy of the necessary service,

the employer shall allow those employees who so desire to do so to work their ordinary hours in five days as aforesaid. Any dispute as to whether the ordinary hours of work can in any case or cases be worked in five days without detriment, loss or reduction as aforesaid shall be determined by the Wages Board upon application made by or on behalf of the employees. Upon such an application proof that the working of a five-days week will result in such detriment, loss or reduction as aforesaid shall be upon the employer.

This sub-clause shall not apply to employees engaged on the maintenance and servicing of plant.

It is a condition of the allowing of a five-days week hereunder that if required employees shall comply with the reasonable and lawful orders of the employer as to working overtime, including the working of overtime on Saturday.

**SHIFT WORK.***Definitions.*

6. (a) For the purposes of this clause—

“Afternoon shift” means any shift finishing after 6 p.m. and at or before midnight.

“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 or due to unavoidable causes beyond the control of the employer.

“Night shift” means any shift finishing subsequent to midnight, and at or before 8 a.m.

“Rostered shift” means a shift of which the employee concerned has had at least 48 hours' notice.

*Hours—Continuous Work Shifts.*

(b) 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) 8 in any one day ; or
- (ii) 48 in any one week ; or
- (iii) 88 in 14 consecutive days ; or
- (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 not more than eight hours—inclusive of crib time.
- (ii) Except at the regular change-over of shifts, an employee shall not be required to work more than one shift in each 24 hours.
- (iii) Twenty minutes shall be allowed to shift workers each shift for crib, which shall be counted as time worked.

*Hours—Other than Continuous Work.*

(c) This sub-clause shall apply to shift workers not upon continuous work as hereinbefore defined. The ordinary hours of such shift workers shall not exceed—

- (i) 40 in any week, to be worked in five shifts of 8 hours on Monday to Friday inclusive, or five shifts of not more than eight hours and one shift (Saturday) of not more than four hours ; or
- (ii) 80 in 14 consecutive days, in which case an employee shall not, without payment for overtime be required to work more than eight consecutive hours on any shift or more than six shifts in any week ; or
- (iii) 120 in 21 consecutive days, in which case an employee shall not—without payment for overtime be required to work more than eight consecutive hours on any shift or more than six shifts in any week.

Such ordinary hours shall be worked continuously except for meal breaks at the discretion of the employer. An employee shall not be required to work for more than six hours without a break for a meal.

Except at regular change-over of shifts, an employee shall not be required to work more than one shift in each 24 hours.

*Rosters.*

(d) Shift rosters shall specify the commencing and finishing times of ordinary working hours of the respective shifts.

*Variation by Agreement.*

(e) The method of working shifts may in any case be varied by agreement between the employer and the accredited representative of the union to suit the circumstances of the establishment.

The time of commencing and finishing shifts once having been determined may be varied by agreement between the employer and the accredited representative of the union to suit the circumstances of the establishment, or in the absence of agreement by seven days' notice of alteration given by the employer to the employees.

*Afternoon or Night Shift Allowances.*

(f) Shift workers on continuous work whilst on afternoon or night shifts shall be paid  $7\frac{1}{2}$  per cent. more than the ordinary rates for such shifts.

Shift workers on other than continuous work whilst on afternoon or night shifts shall be paid 10 per cent. more than the ordinary rates for such shifts.

Shift workers who work on any afternoon or night shift which does not continue for at least five successive afternoons or nights in a five-day workshop or for at least six successive afternoons or nights in a six-day workshop shall be paid at the rate of time and a half.

An employee who—

- (i) during a period of engagement on shift works night shift only ; or
- (ii) remains on night shift for a longer period than four consecutive weeks ; or
- (iii) works on a night shift which does not rotate or alternate with another shift or with day work so as to give him at least one-third of his working time off night shift in each shift cycle,

shall during such engagement, period or cycle, be paid at the rate of time and a quarter for all time worked during ordinary working hours on such night shifts.

(fi) The minimum rate to be paid to any shift worker for work performed between midnight on Friday and midnight on Saturday shall be time and a quarter. Such extra rate to be in substitution for and not cumulative upon the shift premiums prescribed in the first and second paragraphs of sub-clause (f) hereof.

*Overtime.*

(g) 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—

- (i) if employed on continuous work be paid at the rate of double time ; or
- (ii) if employed on other shift work at the rate of time and a half for the first four hours and double time thereafter,

except in each case when the time is worked—

- (iii) by arrangement between the employees themselves ;
- (iv) for the purpose of effecting the customary rotation of shifts ; or
- (v) is due to the fact that the relief man does not come on duty at the proper time ; or
- (vi) 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 12 (b) hereof.



Provided that when not less than 8 hours' notice has been given to the employer by the relief man that he will be absent from work and the employee whom he should relieve is not relieved the unrelieved employee shall be paid at the rate of time and a half for the first 4 hours on duty after he has finished his ordinary shift and at the rate of double time thereafter except where the employee is required to continue to work on his rostered day off when he shall be paid double time.

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

*Sundays and Holidays.*

(h) Shift workers on continuous work shifts for work done on a rostered shift the major portion of which is performed on a Sunday or holiday shall be paid at the rate of time and a half.

Shift workers on other than continuous work for all time worked on a Sunday or holiday shall be paid at the rates prescribed by clause 9 of this Determination. Where shifts commence between 11 p.m. and midnight on a Sunday or holiday the time so worked before midnight shall not entitle the employee to the Sunday or holiday rate; provided that the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or holiday and extending into a Sunday or holiday shall be regarded as time worked on such Sunday or holiday.

*Junior and Female Employees.*

(i) Female shift workers, apprentices or juniors whilst on afternoon or night shifts shall be paid not less than the rates hereinbefore prescribed or 1s. per shift whichever is the higher.

MIXED FUNCTIONS.

7. 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.

8. (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 or sub-clause (b) hereof in computing overtime each day's work shall stand alone.

*Rest Period After Overtime.*

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

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.

*Call Back.*

(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 purposes 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.

*Saturday Work—Five-days Week.*

(d) A day worker on a five-days week required to work overtime on a Saturday shall be afforded at least three hours' work or paid for three hours at the appropriate rate except where such overtime is continuous with overtime commenced on the day previous.

*Standing By.*

(e) 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.

*Meal Hours—General.*

(f) For work done during meal hours and thereafter until a meal hour 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.

*Crib Time.*

(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.

Provided that where a day worker on a five-days week is required to work overtime on a Saturday the first prescribed crib time shall, if occurring between 10 a.m. and 1 p.m., be paid at ordinary rates.

Unless the period of overtime is less than one and a half hours an employee before starting overtime after working ordinary hours shall 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.

*Tea Money.*

(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.

*Transport of Employees.*

(i) When an employee, after having worked overtime, or a shift for which he has not been regularly rostered, finishes 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.

*Compulsory Overtime.*

(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.

## HOLIDAYS AND SUNDAY WORK.

9. (a) Employees shall be entitled to the following public holidays without loss of pay as regards employees on weekly hiring:—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.

Provided that Christmas Day and Boxing Day shall for the year, 1948, be deemed to fall on the 27th and 28th days of December, 1948, respectively, and that New Year's Day, for the year, 1949, shall be deemed to fall on the 3rd day of January, 1949.

By agreement between any employer and his employees other days may be substituted for the said days or any of them as to such employer's undertaking.

(b) An employee not engaged on continuous work shall be paid at the rate of double time for work done on Sundays and public holidays, such double time to continue until he is relieved from duty.

(c) An employee, other than a casual employee, not engaged in continuous work who works on a Sunday or a public holiday and (except for meal breaks) immediately thereafter continues such work shall on being relieved from duty be entitled to be absent until he has had eight consecutive hours off duty without deduction of pay for ordinary time of duty occurring during such absence.

(d) Employees, other than on shift, required to work on Sundays or public holidays shall be paid for a minimum of three hours' work.

## EXTRA RATES NOT CUMULATIVE.

10. Extra rates in this Determination are not cumulative so as to exceed the maximum of double the ordinary rates.

## PAYMENT OF WAGES.

11. (a) Wages shall be paid weekly or fortnightly.

(b) On the first pay day occurring during his employment, an employee shall be paid whatever wages are due to him up to the completion of his work on the previous day: Provided that this sub-clause shall not apply to employees of electric supply undertakings nor to employers who make a practice of allowing advances to employees approximating wages due.

(c) Upon termination of the employment wages due to an employee shall be paid to him on the day of such termination, or forwarded to him by post on the next working day.

(d) An employee kept waiting for his wages on pay day for more than a quarter of an hour after the usual time for ceasing work, shall be paid at overtime rates after that quarter hour, with a minimum of a quarter of an hour.

(e) 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.

## CONTRACT OF EMPLOYMENT.

*Weekly Employment.*

12. (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 employees 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 13 hereof, lose his pay for the actual time of such non-attendance.

*Casual Employment.*

(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 for the work which he or she performs plus 10 per cent.

*Late Comers.*

(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.

13. (a) An employee on weekly hiring 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 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 Wages Board) 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.

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.

*Single Day Absences.*

(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.

*Cumulative Sick Leave.*

(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.

For the purpose of this sub-clause, service prior to the 1st June, 1946, shall be disregarded.

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

*Attendance at Hospital, &c.*

(d) 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.

**ANNUAL HOLIDAY.**

14. 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.

**MISCELLANEOUS.**

*Accommodation and Conveniences.*

*Boiling Water.*

15. (a) (i) Employers shall provide boiling water for employees at meal times.

*Drinking Water.*

(ii) 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.

*First-Aid Outfit.*

(iii) In each workshop, and at other places where employees are regularly employed, the employer shall provide and continuously maintain, at a place or places reasonably accessible to all employees, an efficient first-aid outfit.

Clause 8 of Chapter 9 of the Regulations under the *Factories and Shops Act 1928* requires that a first-aid ambulance chest shall be kept in some accessible place upon the premises and that such chest shall be equipped and supplied with the following articles :—

Articles.	Quantities to be kept in Ambulance Chest—
Antiseptic solution .. .. .	1 bottle
Bandages, cotton and gauze .. .. .	1 dozen assorted sizes
Castor oil .. .. .	2 oz.
Iodine, tincture of .. .. .	2 oz.
Manual, first-aid .. .. .	1
Petrolatum, carbolyzed .. .. .	1 jar
Picric acid solution, made according to the following recipe or prescription :— 1½ teaspoonfuls of powdered picric acid, 3 oz. of absolute alcohol, and 2 pints of distilled water ..	1 pint
Pins, safety .. .. .	1 packet
Sal volatile .. .. .	6 oz.
Scissors .. .. .	1 pair
Tourniquet .. .. .	1
Tweezers .. .. .	1 pair
Cotton, absorbent .. .. .	} An adequate assortment
Gauze, sterilized, plain .. .. .	
Lint, absorbent .. .. .	
Plaster, adhesive .. .. .	

*Lockers.*

(iv) An employer shall at some reasonably convenient place on his premises provide a suitable locker for each employee in his workshop, or hanging facilities which afford reasonable protection for employees' clothes. In any case in which compliance with this paragraph necessitates the provision of lockers or new or improved hanging facilities, they shall be provided by the 1st July, 1946, unless the employer proves to the satisfaction of the Wages Board that he is unable by reason of shortage of material or labour or any other difficulties to provide such new or improved facilities, in which case their provision may be postponed for such period or periods as the Wages Board determines.

*Washing and Sanitary Conveniences.*

(v) Employers shall provide proper and sufficient washing and sanitary conveniences.

*Clothing, Equipment and Tools.*

*Damage to Clothing and Tools.*

(b) (i) 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.

*Goggles.*

(ii) 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.

*Tools.*

(iii) Until further order the employer shall provide for each employee such tools as were customarily provided at the time of the making of this Determination. The employee shall replace or pay for any tools so provided if lost through his negligence.

*Females—Rest Period and Seats.*

(c) Female employees shall be allowed a rest period of not less than ten minutes during each day or shift, to be taken during the first or second half of the day or shift as may be decided by a majority of the female employees in a shop.

When requested by employees and where practicable suitable seats shall be provided by the employer for female employees.

## SHOP STEWARDS.

16. An employee appointed 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 the employer or his representative on matters affecting employees whom he represents.

## RIGHT OF ENTRY OF UNION OFFICIALS.

17 (a) For the purpose of interviewing employees on legitimate union business, a duly accredited union representative shall have the right to enter employer's premises during the midday meal break on the following conditions:—

- (i) That he produces his authority to the gatekeeper or such other person as may be appointed by the employer;
- (ii) That he interviews employees only at places where they are taking their meal;
- (iii) That not more than one representative of each of not more than three unions be on the premises at any one time;
- (iv) That no one representative visit the premises more than once in each week;
- (v) That if any employer alleges that a representative is unduly interfering with his work 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, but the representative shall have the right to bring such refusal before the Wages Board.

Provided that where certain employees are working under a system of shift work which precludes a representative from interviewing them during the midday meal break, 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 or, failing agreement at such times, and under such conditions as the Wages Board may decide.

(b) For the purpose of investigating complaints concerning the application of this Determination, or the employment of females upon work which is alleged to be unsuitable for females, 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:—

- (i) That he discloses to the employer or his representative the complaint which he desires to investigate;
- (ii) that he makes his investigations in the presence of the employer or his representative (if the employer so desires);
- (iii) that he does not interfere with work proceeding in the workshop or plant;
- (iv) that he conducts himself properly.

(c) A union representative shall be a duly accredited representative of an organization concerned if he be the holder for the time being of a certificate, signed by the general secretary of that organization and bearing the seal of that organization, in the following form, or in a form not materially differing therefrom:—

(Name of organization.)

THIS IS TO CERTIFY THAT  
above-named organization.

is a duly accredited representative of the

(SEAL.)

Secretary.

Date—

Specimen signature of holder.  
Strictly not transferable.

## TIME AND WAGES BOOK.

18. (a) Each employer shall keep a record from which can be readily ascertained 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 record 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 when entering or leaving the employer's premises.

(c) The time and wages record shall be open for inspection to a duly accredited union official 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 one fortnight at the same establishment.

(d) The official making such inspection shall be entitled to take a copy of entries in a time and wages record relating to the suspected breach of the Determination.

## NOTICE BOARD.

19. The employer shall permit a notice board of reasonable dimensions to be erected in a prominent position in his establishment, upon which accredited union representatives shall be permitted to post formal union notices, signed or countersigned by the representative posting same.

Any notice posted on such board not so signed or countersigned may be removed by an accredited Union representative or by the employer.

## DEFINITIONS.

20. (a) "Assembler and Solderer" means an adult male employee engaged in the assembly, soldering, and simple filing of fabricated work, not covered by the definition of "Solderer";

(b) "Mounter—1st Class" means a tradesman required to exercise craft skill in the fashioning and/or repairing of articles from precious metals, and includes a goldsmith or silversmith.

(c) "Mounter—2nd Class" means an adult male employee, not being a tradesman, who is required to fabricate articles where fitting and adjustment are required.

(d) "Precious Gem Mounter" means a tradesman who is required to exercise craft skill in the fashioning and/or repairing of precious metals of a complete mount to be set with gems.

(e) "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 he 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 the assembling of parts of mechanical appliances or other articles so made, in which no fitting or adjustment requiring skill is required; or
- (iii) in specialized processes—not requiring use of hand tools except hammers, pliers, screw-drivers, spanners, and files, and such tools as are necessary for deburring or removing rags or edging.

(f) "Setter of Precious Gems" means a tradesman who is required to exercise craft skill in the setting of precious gems.

(g) "Setter" means an adult male employee who sets stones in mounts which mounts, are not made by a machine.

(h) "Solderer" means an adult male employee who is required to do simple soldering, or the soldering of work held in jigs.

(i) "Year" means the period between the 1st day of June in each year and the next 31st day of May.

ALL WORK DONE TO BE ON EMPLOYER'S PREMISES.

21. It shall be a breach of this Determination if:—

- (a) An employer requires an employee to take home any material for the purpose of doing any work within the scope of this Determination.
- (b) An employee takes home any material for the purpose mentioned in sub-clause (a) hereof.

PERIODICAL ADJUSTMENT OF WAGES.

22. The wages rates set out in clause 2 are based upon the following basic wage 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 by the same amount and at the same time as such basic wage as prescribed by clause 23.

The wages of adult females, junior females, and male juniors shall be the percentages of the needs basic wage, and in addition thereto the constant and further additional loadings specified in clause 4 of this Determination.

Basic Wage.

Place.	Needs Basic Wage (Adjustable).	Loading (Constant).	Total Basic Wage.	Index Number Set Assigned.
	£ s. d.	s. d.	£ s. d.	
Throughout the State .. .. .	5 14 0	6 0	6 0 0	Melbourne

ADJUSTMENT OF BASIC WAGE.

23. (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, 1949, the amounts of the Basic Wage shall be as prescribed in clause 22.

(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.

In addition to the basic wage prescribed in clause 22, the margins and loadings set out hereunder shall constitute the minimum rates payable for the classes of work named therein:—

Classification.	Margin.	Loading.
	s. d.	s. d.
Precious gem mounter .. .. .	55 0	10 0
Setter of Precious gems .. .. .	55 0	10 0
Mounter—1st Class .. .. .	46 0	6 0
Mounter—2nd Class .. .. .	33 0	4 0
Drop hammer operator who sets dies and makes force .. .. .	41 6	6 0
Drop hammer operator, other .. .. .	21 0	3 0
Setter .. .. .	38 6	4 0
Melter and alloyer .. .. .	38 6	4 0
Lapper .. .. .	38 6	4 0
Polisher .. .. .	27 0	3 0
Assembler and Solderer .. .. .	27 0	3 0
Solderer, other .. .. .	21 0	3 0
Die setter .. .. .	23 0	3 0
Engine turner .. .. .	19 0	3 0
Press operator .. .. .	19 0	3 0
Process Worker (as defined) .. .. .	10 0	3 0
Carder .. .. .	10 0	3 0
Pinner up .. .. .	10 0	3 0
Other employees with not less than three months' experience in this industry .. .. .	6 0	3 0
All others .. .. .	Nil.	3 0

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

J. W. RYAN, Secretary.

Melbourne, 2nd December, 1948.

By Authority: J. J. GOURLEY, Government Printer, Melbourne.





# VICTORIA GOVERNMENT GAZETTE.

Published by Authority.

[Registered at the General Post Office, Melbourne, for transmission by post as a newspaper.]

No. 25]

TUESDAY, JANUARY 11.

[1949

Factories and Shops Acts.

## DETERMINATION OF THE DENTAL MECHANICS BOARD.

This Determination since the 2nd July, 1946, has applied 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 30th August, 1938, has had the power "to determine the lowest prices or rates which may be paid to any persons employed in the process, trade, business, or occupation of—

- (a) a dentist's surgical assistant granted a permit by the Dental Board of Victoria in pursuance of section 68 of the *Medical Act 1928*;
- (b) a dentist's mechanic;
- (c) making any article to be fitted in a human mouth;
- (d) a dentist's attendant,"

has made the following determination, namely:—

1. That as from the beginning of the first pay period to commence on or after the 18th December, 1948, the last previous Determination of this Board shall be revoked and replaced by this Determination.

2. WAGES PER WEEK OF 40 HOURS.

Dentist's Mechanic. (Apprentices.)		Dentist's Attendant. (Apprentices and Improvers.)		Other Employees.		Minimum Wage.	
						<i>s. d.</i>	
1st year	.. 31 0	1st year	.. 45 6	Dentist's Surgical Assistant	.. ..	252	0
2nd "	.. 41 0	2nd "	.. 63 0	Dentist's Mechanic	.. ..	185	0
3rd "	.. 56 6	3rd "	.. 83 6	Dentist's Attendant	.. ..	108	0
4th "	.. 82 6						
5th "	.. 123 6						
6th "	.. 148 0						

Provided that no apprentice shall have his legal rate of payment as prescribed in the Determination hereby revoked reduced in consequence of the operation of this Determination.

\* NOTE. Clause 3. Special conditions regarding the employment of juniors.  
And thereafter the minimum wage.

PROPORTION (IN ANY PLACE).

APPRENTICES.

One apprentice to every three or fraction of three workers receiving not less than the minimum wage.

An amended indenture of apprenticeship prescribed was approved on 3rd September, 1925.

IMPROVERS.  
(Dentists' Attendants.)

One improver to every ten or fraction of ten workers receiving not less than the minimum wage.

## SPECIAL CONDITIONS REGARDING THE EMPLOYMENT OF JUNIORS.

3. (a) The Board has determined that on and after the 28th September, 1945, no junior shall be employed at the Dental Mechanics' Section of the trade except under terms of apprenticeship.

(b) Juniors shall be apprenticed as from the date of commencing work with an employer, but the first six months of service shall be deemed to be a probationary period, and the indenture may be terminated by any party thereto during such period of probation without any obligation to any other party or parties.

## TIMES OF BEGINNING AND ENDING WORK.

(i) *Dental Mechanics.*

4. The ordinary hours of work shall be between the following times of beginning and ending work :—  
8 a.m. .. .. 6 p.m. on Monday to Friday (inclusive).

(ii) *Attendants.*

Time of Beginning.		Time of Ending.
8.30 a.m. .. ..		Noon on Saturday.
8.30 a.m. .. ..		6 p.m. on the other working days of the week.

(iii) *All Others.*

(a) Where a five and a half day week is worked—

Time of Beginning.		Time of Ending.
9 a.m. .. ..		12 noon on the day on which the half-holiday is observed.
9 a.m. .. ..		5.30 p.m. on the other working days of the week.

(b) Where a five-day week (Monday to Friday inclusive) is worked—

Time of Beginning.		Time of Ending.
8.30 a.m. .. ..		6 p.m.

## HOURS.

5. The ordinary hours for a week's work shall be 40.

## MEAL BREAK.

6. A meal break of not less than 42 nor more than 60 minutes shall be allowed daily to each employee (Saturday excepted).

## OVERTIME.

7. (a) No employee shall be required to work more than two hours' overtime in any one week outside the hours of beginning and ending work without his or her consent.

(b) No employee under the age of sixteen years shall be employed working overtime.

(c) The following rate shall be paid for all work done :—

(i) Outside the hours fixed in clause 4	} Time and a half.
(ii) Within the hours fixed in clause 4 in excess of the number of hours as fixed for a week's work	

## MEAL MONEY.

8. All employees who work overtime—

(a) in excess of three hours on the day on which the half-holiday is observed, or,

(b) in excess of one hour on any other working day of the week,

shall be paid 3s. 6d. meal money in addition to overtime rates.

## SUNDAYS AND HOLIDAYS.

9. (a) Double time shall be the rate payable for all work done on Sundays, New Year's Day, Australia Day, Anzac Day, Good Friday, Easter Saturday, Easter Monday, Labour Day, King's Birthday, Show Day (Metropolitan District only), Melbourne Cup Day (Metropolitan District only), Christmas Day and Boxing Day, but if any other day be by Act of Parliament or Proclamation substituted for any of the above-named holidays, the special rate shall be payable only for work done on the day so substituted.

(b) All weekly wage employees shall be granted the holidays mentioned in sub-clause (a) without deduction of pay.

## EMPLOYMENT FOR LESS THAN FULL WEEK.

10. (a) Casual employees (i.e., persons employed during any week for not more than half the hours fixed for an ordinary week's work) shall be paid—

(i) in any week in which two or more public holidays occur .. .. Time and a half.

(ii) in any other week .. .. Time and a quarter.

(b) Persons who are employed during any week for more than one-half the ordinary number of hours fixed in this Determination as a week's work, but for less than 40 hours shall (subject to clause 17) be paid not less than the ordinary wages rate calculated *pro rata* according to the number of hours worked.

## TERMINATION OF EMPLOYMENT.

11. (a) Except in the case of misconduct by an employee, seven days' notice of termination of employment shall be given by either employer or employee, or one week's wages shall be paid or forfeited in lieu thereof. This provision shall only apply in the case of an employee who has been employed continuously for four weeks or more.

(b) Where the employer terminates the employment of an employee within one week of a day on which a holiday occurs the employee shall be paid for such holiday or holidays prescribed by the Determination provided that such employee has been employed by the employer for a period of at least four weeks prior to the termination of employment.

## PAY DAY.

12. All earnings shall be paid not later than Thursday of each week.

## ANNUAL HOLIDAY.

13. 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.

14. (a) Any employee not attending for duty who has had not less than three months' service with the same employer shall not lose his pay for the actual time lost if such employee produces or forwards within 48 hours of the commencement of such absence evidence satisfactory to the employer that his non-attendance was due to personal ill-health or accident necessitating such absence, but such employee shall not be entitled to payment for non-attendance on the grounds of personal ill-health or accident for more than 40 hours of working time.

(b) Notwithstanding anything contained in sub-clause (a) hereof, if the full period of sick leave therein prescribed has not been taken in any year, such portion of the sick leave which was or is not taken shall be cumulative from year to year up to a period not exceeding 120 hours of working time which shall be the maximum amount of leave to which an employee may be entitled in any year without deduction of pay. For the purpose of administering this sub-clause service prior to the 1st January, 1945, shall not be taken into account.

## REFERENCE.

15. When any employee is dismissed for leaves his employment he shall be entitled to a reference stating his period of service.

## REST PERIOD.

16. When any spell of duty is for more than four hours, an interval of ten minutes, to be selected by the employer, shall be allowed in the third hour to females, apprentices and improvers for refreshment. The interval shall be as part of the time of duty without deduction of pay.



MIXED FUNCTIONS.

17. Any employee (other than a casual employee) who is engaged in any week for more than twenty hours at work in a higher class than he or she is ordinarily employed to perform shall, for all work performed during such week, be paid at the rate fixed for the higher class of work; but, if an employee is so engaged at work in a higher class for less than twenty hours in any week, he or she shall be paid *pro rata* according to the rates fixed in this Determination for the work actually performed.

LAUNDERING ALLOWANCE.

18. Where any Surgical Assistant or Female Dentist's Attendant is required by the employer to wear a washable uniform, the laundering of same shall be done at the expense of the employer, or an allowance as prescribed hereunder shall be paid to the employee concerned:—

Surgical Assistant .. .. .	..	..	..	..	3s. 6d. per week.
Female Dentist's Attendant .. .. .	..	..	..	..	3s. 6d. per week.

DEFINITIONS.

19. (a) Dentist's Surgical Assistant. One who is granted a permit by the Dental Board of Victoria in pursuance of section 68 of the *Medical Act 1928* and who practises dental surgery under the supervision of a dentist.

(b) Dentist's Mechanic: One who is making any article to be fitted in a human mouth.

(c) Dentist's Attendant: A female who waits on a dentist or dentist's assistant and who does not make, repair, or alter any article to be fitted in a human mouth.

PERIODICAL ADJUSTMENT OF WAGES.

20. The adult wages rates set out in clause 2 are based upon the following basic wage 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 in clause 21. The rates of Dentist's Attendant (adult and junior) and of Dentist's Mechanic Apprentices—6th year shall be automatically increased or decreased proportionally (to nearest 6d.) to the increase in such basic wage rates. The rates of other apprentices (Dentist's Mechanic) shall accord from time to time with those prescribed for like apprentices by the Apprenticeship Commission.

The basic wage rates shown hereunder shall be adjusted as prescribed in clause 21.

Basic Wage.

Place.	Needs Basic Wage (Adjustable).	Loading Constant.	Total Basic Wage.	Index Number Set Assigned.
	£ s. d.	s. d.	£ s. d.	
Throughout the State .. .. .	5 14 0	6 0	6 0 0	Melbourne

ADJUSTMENT OF BASIC WAGE.

21 (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, 1949, the amounts of the Basic Wage shall be as prescribed in clause 20.

(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.

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

J. W. RYAN, Secretary.

Melbourne, 3rd December, 1948.





# VICTORIA GOVERNMENT GAZETTE.

Published by Authority

[Registered at the General Post Office, Melbourne, for transmission by post as a newspaper.]

No. 26]

TUESDAY, JANUARY 11.

[1949

Factories and Shops Acts.

## DETERMINATION OF THE GAS METER BOARD.

NOTE.—This Determination since the 2nd July, 1946, has applied to the whole of the State of Victoria.

IN accordance with the provisions of the Factories and Shops Acts, the Wages Board appointed to "determine the lowest prices or rates which may be paid to any person or persons or classes of persons employed in the process, trade, business, or occupation of making or repairing gas meters" has made the following Determination, namely:—

1. That as from the beginning of the first pay period to commence on or after the 21st December, 1948, the last previous Determination of this Board shall be revoked and replaced by this Determination.

2.

### WAGES.

Apprentices or Improvers.				Other Employees.			
Wages per Week of 40 Hours.	Weekly Rate.	War Loading.	Total Weekly Wage.	Wages per Week of 40 Hours.	Weekly Rate.	War Loading.	Total Weekly Wage.
	s. d.	s. d.	s. d.		£ s. d.	s. d.	£ s. d.
1st year—				Leading hand (i.e., one having under his control and being responsible for the work done by two or more men) .. .. .	9 19 6	6 0	10 5 6
1st six months	34 0	0 9	34 9	Meter makers or repairers .. .. .	8 4 0	6 0	8 10 0
2nd six months	38 3	0 9	39 0	Prepayment meter attachment maker .. .. .	8 11 2	6 0	8 17 2
2nd year ..	47 5	1 0	48 5	Caster of gratings and covers .. .. .	8 11 2	6 0	8 17 2
3rd year ..	64 11	1 6	66 5	Head tester—			
4th year ..	94 10	2 3	97 1	(a) where eight or more other testers are employed .. .. .	9 19 3	6 0	10 5 3
5th year ..	120 8	3 0	123 8	(b) where four and not more than seven other testers are employed .. .. .	9 11 11	6 0	9 17 11
				Other testers .. .. .	8 4 11	4 0	8 8 11
				Leading diaphragm tier (where two or more other diaphragm tiers are employed) .. .. .	9 2 1	6 0	9 8 1
				Other diaphragm tiers, including persons banding, crimping, or wiring .. .. .	7 6 0	3 0	7 9 0
				Leading diaphragm cutter, where two or more cutters are employed .. .. .	8 13 10	4 0	8 17 10
				Other diaphragm cutters .. .. .	7 10 9	3 0	7 13 9
				Rim, disc, or prepayment meter cash box makers .. .. .	7 15 8	4 0	7 19 8
				Machinist (power press) .. .. .	7 6 3	3 0	7 9 3
				Other machinists .. .. .	6 15 0	3 0	6 18 0
				Assistant machinist .. .. .	6 7 10	3 0	6 10 10
				All others .. .. .	6 0 0	3 0	6 3 0

PROPORTION (within any place).

#### Apprentices.

One apprentice to every three or fraction of three workers receiving not less than 123s. per week of 40 hours.

#### Improvers.

Such number of improvers as shall not, together with apprentices, exceed in the aggregate one to every three or fraction of three workers receiving not less than 123s. per week of 40 hours.

## HOURS OF DUTY.

3. The ordinary hours of work shall be 40 per week, to be worked on five days between the hours of 7.30 a.m. and 5.15 p.m., from Monday to Friday inclusive.

## OVERTIME.

4. (a) All work done outside the hours fixed as the times of beginning and ending work, or within such hours in excess of 40 in any week, shall be paid for at the rate of time and a half.

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

## SPECIAL RATES FOR SUNDAYS AND PUBLIC HOLIDAYS.

5. All work done on Sunday, Good Friday, Christmas Day, or Labour Day, shall be paid for at the rate of double time, and on New Year's Day, Australia Day, Easter Saturday, Easter Monday, King's Birthday, or Boxing Day, at the rate of time and a half; but if any other day be by Act of Parliament or Proclamation substituted for any of the above-named holidays, the special rate shall only be payable for work done on the day so substituted. Provided that Christmas Day and Boxing Day shall for the year, 1948, be deemed to fall on the 27th and 28th days of December, 1948, respectively, and that New Year's Day for the year, 1949, shall be deemed to fall on the 3rd day of January, 1949. Any employer who has given to his employees notice under paragraph (1) of sub-clause (1) of clause 6 of this Determination of his intention to close down his plant or section or sections thereof for the purpose of allowing annual leave may alter the date of such intended closing down by substituting a date no more than two days earlier than the date of which notice was given upon at least one week's notice of such alteration.

In this clause the expressions "double time" and "time and a half" shall mean respectively, when the employee has worked on any of the days named, double the money or half as much again of the money he would have earned had the day in question been an ordinary working day.

## ANNUAL LEAVE.

*Period of Leave.*

6. (a) A period of twenty-one consecutive days' leave shall be allowed annually to an employee after twelve months' continuous service (less the period of annual leave) as an employee on weekly hiring in any one or more of the occupations to which this Determination applies.

*Annual Leave Exclusive of Public Holidays.*

(b) Subject to this sub-clause the annual leave prescribed by this clause shall be exclusive of any of the holidays prescribed by clause 5 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 the period of annual leave time equivalent to the ordinary time which the employee would have worked if such day had not been a holiday.

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.*

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

*Calculation of Continuous Service.*

(d) 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. A notification given by an employee pursuant to clause 10 shall be accepted as a notification under this sub-clause.

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 purposes 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 to the union whose members have participated in such concerted or collective absenteeism a copy of same 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.*

(e) 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 9th June, 1948, the annual leave shall be allowed at the rate of 6½ hours for each completed one month of continuous service and in respect of service after that date at the rate of 10 hours for each completed one month of continuous service. Any broken part of a month served before the 9th June, 1948, shall for the purposes of this clause be deemed to be service after the 9th June, 1948. 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.*

(f) 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.*

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

*Time of Taking Leave.*

(h) 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.*

(i) 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 5 of this Determination.

*Payment for Period of Leave.*

(j) Each employee before going on leave shall be paid three weeks' wages, except a shift worker or an employee taking his leave pursuant to sub-clause (c) of this clause either of whom 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 periods. For the purposes of this sub-clause and sub-clause (k) hereof wages shall be at the rate prescribed by clause 2 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.*

(k) 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 6½ hours in respect of each completed one month of continuous service before the 9th June, 1948, and for 10 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.*

(l) 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 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 twenty-one consecutive days' leave, paid leave on a proportionate basis of one-quarter of a week's leave for each completed month of continuous service.
- (ii) An employee who has then qualified for twenty-one consecutive days' leave, and has also completed a further month or more of continuous service shall be allowed his leave, and shall subject to sub-clause (e) hereof also be paid one-quarter 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.  
Provided that all time during which an employee is stood off without pay for the purposes of this sub-clause shall be deemed to be time of service in the next twelve-monthly qualifying period.
- (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 (k) of this clause subject to adjustment for any proportionate leave which he may have been allowed as aforesaid.

**PIECEWORKERS.**

(m) A pieceworker shall be entitled to the same annual leave and public holidays as a time-worker, and for such annual leave and public holidays he shall be paid at the same rate as a time-worker doing the same class of work.

**PROMOTIONS.**

7. (a) In shortening hands or making promotions the employer shall put efficiency foremost, and in the event of equal efficiency, shall prefer a senior man to a junior.

(b) "Efficiency" means special qualifications and aptitude including suitability in age for the discharge of the duties of the office to be filled, together with merit and good and diligent conduct.

**SENIORITY LISTS.**

8. Seniority lists shall be compiled by each employer showing the last date on which each employee entered the service of his employer. Each employer shall, if and when reasonably required, furnish a copy of the seniority list to the Secretary of the Union concerned.

**CONDITIONS OF ENGAGEMENT.**

9. (a) Except as otherwise hereinafter provided, all employees shall be engaged by the week the employment to be terminable only by a week's notice on either side, which notice may be given at any time during any week.

(b) Provided that for misconduct or neglect of duty by an employee, his employment may be determined forthwith without notice, in which case he shall be entitled only to an amount for wages proportionate to the amount of work done before such termination, such amount for wages to be paid forthwith.

(c) From the commencement of an employee's service during a time not exceeding two weeks, the employer may engage him by the day, subject to payment of the rate of wage prescribed for other than weekly employees.

(d) Subject to any express limitation in the terms of his engagement and to his right to determine his employment by a week's notice, an employee to become entitled to the benefits of this Determination must do such kinds of work at such times as the employer may require him to do for the time being, but the employer shall in respect of such work observe any applicable provisions of this Determination as to special or extra rates.

(e) If an employee absents himself from duty or does not attend for duty, the employer, subject to the provisions for sick leave and accident leave hereinafter contained, may deduct from the employee's wages an amount proportionate to the length of the employee's absence or non-attendance.

**SICK LEAVE.**

10. (a) An employee on weekly hiring who is absent from his work on account of illness or on account of injury or accident shall be entitled to 80 hours' sick leave (two weeks) with pay which shall be cumulative in accordance with sub-clause (b) hereof.

(b) The sick leave prescribed in sub-clause (a) hereof shall accumulate from year to year so that any balance of the period therein specified 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 prescribed shall be allowed by the 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 three years, but for no longer from the end of the year in which it accrues.

(c) A pieceworker shall be entitled to the same sick leave as a time-worker, and for such sick leave he shall be paid at the same rate as a time-worker doing the same class of work.

(d) The payment for sick leave is subject to the employee or his representative notifying the employer promptly in the case of a single day absence, and the production of evidence satisfactory to the employer in the case of a longer absence.

PIECEWORK PRICES.

11. In addition to the piecework prices set out in this clause a pieceworker shall be paid 6s. War Loading for each full week worked or a pro rata amount according to the time actually worked if less than a full week is worked.

The lowest piecework prices payable to any person engaged in the following kinds of work shall be :—

(a) MAKING TIN DRY ORDINARY METERS, "MET" AND "P. AND C." PATTERN, ALSO HIGH CAPACITY METERS, "P. AND C." PATTERN.

	H.C. 1.		H.C. 2.		
	per doz. £ s. d.		per doz. £ s. d.		
<i>Ordinary Meters.</i>					
Making "Met" pattern meters, i.e., doing any work necessary to complete the meter, including the putting together of all parts; preparing gratings and covers (after leaving the mould); putting on pins and wires, forming long and diaphragm chambers, throat pieces, bridges, and back plates; folding edge; breaking edges of side pipes; making valve plates; oiling, sounding, and fixing up all leaks in diaphragms; setting and grinding valves; and tinning all parts including anti-fraud boxes .. .. .	19 5 3		21 7 6		
<i>Lights.</i>					
	2.	3.	5.	10.	20.
	per doz. £ s. d.	per doz. £ s. d.	per doz. £ s. d.	per doz. £ s. d.	per doz. £ s. d.
Making "P. and C." pattern meters, i.e., doing any work necessary to complete the meter, including the putting together of all parts, and the making of valve plates; oiling, sounding, and fixing up leaks in diaphragms; setting and grinding valves; preparing gratings and covers (after leaving moulds); putting on pins and wires, and tinning all parts; but not including forming long and diaphragm chambers, throat pieces, bridges, and back plates; punching cock plates; folding edge of same; and breaking edges of side pipes .. .. .	12 11 6	13 0 10	14 15 7	17 14 11	25 14 7
<i>High Capacity Meters.</i>					
Making "P. and C." high capacity meters, i.e., doing any work necessary to complete the meter, including the putting together of all parts, the making of valve plates, soldering in rims, banding on diaphragms, sounding and fixing up leaks in diaphragms, setting and grinding valves, preparing gratings and covers, putting on pins and wires, and tinning all parts, but not including forming long and diaphragm chambers, throat pieces, bridges, back plates, punching cock plates, folding edge of same, breaking edges of side pipes, making up rims or bands for diaphragms, fastening tapes to rims, crimping or fastening discs to diaphragms, and oiling diaphragms; also, bending top arms.	Capacity, 100 cubic feet per hour £13 18s. 3d. per doz. Capacity, 125 cubic feet per hour £15 19s. 9d. per doz.				

(a) MAKING TIN DRY ORDINARY METERS, "P. AND C." PATTERN.

<p>"P. and C." A.V. 2·200 feet per hour. Open Top Pattern Meters.</p> <p>Making up "P. and C." A.V. 2·200 feet per hour Open Top Pattern Meters, i.e., doing the following work necessary to complete the meter, including the putting together of all parts and the making of valve plates, making up case, soldering in rims, banding on diaphragms, sounding and fixing up leaks in diaphragms, setting and grinding valves, preparing gratings and covers, tinning all parts, soldering both back and front of division, soldering flag to roller and pillar unit, soldering in rods and tees and tees and motion wires, soldering on backs and fronts, soldering in bridges, soldering in and fitting index boxes, soldering arms to covers, pinning covers and setting tangents (but not including forming centre tube throat pieces), making up rims and bands for diaphragms, fastening tapes to rims, crimping or fastening discs to diaphragms and oiling diaphragms, assembling of bridges, making up of index complete in pan with stuffing box attached, stuffing index box or drilling, tapping or screwing arms to covers.</p>	£13 15s. 6d. per doz.
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(b) MAKING TIN DRY PREPAYMENT METERS.

<p>Making "P. and C." pattern high capacity prepayment meters, i.e., doing any work necessary to complete the meter, including the putting together of all parts, the making of valve plates, soldering in rims, banding on diaphragms, sounding and fixing up leaks in diaphragms, setting and grinding valves, preparing gratings and covers, putting on pins and wires, tinning all parts, soldering prepayment valve seat on bridge, soldering in prepayment valve, soldering top on prepayment valve box, soldering prepayment valve box to meter, soldering stuffing box to prepayment valve box and stuffing same, soldering on lever, soldering on circular box, soldering on prepayment movement and index, soldering on side cash box, soldering hasp to catch piece, soldering catch piece to meter, edging front of money box and attaching same to box, soldering on ring and tab to front of money box, trying coins in circular box, soldering on indicator, soldering bottom to cash box, but not including forming long and diaphragm chambers, throat pieces, bridges, back plates, punching cock plates, folding edge of same, breaking edges of side pipes, making up rims or bands for diaphragms, fastening tapes to rims, crimping or fastening discs to diaphragms, and oiling diaphragms.</p>	Capacity, 100 cubic feet per hour £17 2s. 9d. per doz.
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PIEORWORK PRICES—continued.  
(c) MAKING RIMS AND DISCS.

	Lights.							
	2.	3.	5.	10.	20.	30.	50.	60.
	per job of 400 rims and 200 discs.	per job of 620 rims.	per job of 580 rims.	per job of 460 rims.	per job of 240 rims.	per job of 240 rims.	per doz. discs.	per doz. discs.
	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
Making rims and discs .. .. .	9 12 7	..	..	..	..	..	..	..
Making rims .. .. .	..	9 12 7	9 12 7	9 12 7	9 12 7	9 12 7	..	..
Making discs .. .. .	..	..	..	..	per doz. discs. 0 8 0½	per doz. discs. 0 11 9½	1 8 4	1 14 1
Making rims for circular crimped-on diaphragms .. .. .	..	..	per job of 400 rims. 8 11 4	per job of 400 rims. 8 17 9	..	..	..	..

(d) WIRING OR TYING DIAPHRAGMS.

	2, 3, or 5 Lights.	10 Lights.
	per dozen. s. d.	per dozen. s. d.
Wiring or tying diaphragms .. .. .	8 7½	11 3½

(e) RENEWALS.

	Lights.				
	30.	50.	60.	80.	100.
<i>Ordinary Meters.</i>	per doz.	per job of 6.	per job of 6.	per job of 3.	per job of 3.
	£ s. d.	£ s. d.	£ s. d.	£ s. d.	£ s. d.
Renewing in the following manner ordinary condemned meters from which the top back plate, and back and front have been removed, viz.:— Dissecting and cleaning all parts fit to be re-used and making a new meter therewith by:— Forming diaphragms and long chambers, throat pieces, bridges, back plates; punching cock plate and folding edges; breaking edges of side pipes, any other necessary work .. .. .	52 3 2	40 6 1	43 2 7	29 4 9	29 4 9

(f) REPAIRING METERS.

	H.C. 1.	H.C. 2.	Lights.			
			5.	10.	20.	30.
	each meter.	each meter.	each meter.	each meter.	each meter.	each meter.
	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.
Repairing "Met" pattern meters, i.e., doing such of the following work as may be necessary to restore the meter to good repair, viz.:— Removing back and front; removing cock plate and back plate; cleaning meter; re-grinding valves; re-stuffing centre and side stuffing boxes; re-setting valves and top arms; inserting new diaphragms; removing index; putting in new valve arms, index glass, or new tin work .. .. .	20 6	20 6	18 11	22 7½	31 11½	37 0½
Repairing prepayment slot meters, i.e., doing such of the following work as may be necessary to restore the meter to good repair, viz.:— Cleaning meter; re-grinding valves; re-stuffing boxes; re-setting top arms and valves; removing top and back plates; taking off and replacing back and front, and inserting new diaphragms, new valve arms, and index glass; putting in a new cover to shut off valve; putting on staple and spring, and soldering wire along cash box (but not including repairs to handles) .. .. .	..	..	per job of ten meters £ s. d. 10 17 10 each meter	..	..	..
Inserting new leather on shut off valve in Parkinson pattern pre- payment meter .. .. .	..	..	s. d. 2 4½	..	..	..

PIECEWORK PRICES—continued.

(f) REPAIRING METERS—continued.

	Lights.				
	2.	3.	5.	10.	20.
Repairing tin dry ordinary meters in the following manner:—					
(a) Cleaning meter; inserting diaphragms; setting or re-grinding valves; re-stuffing boxes; removing and replacing cock plates and index .. .. .	7 10	8 9	9 6	10 6	14 4
(b) Cleaning meter; cutting discs; oiling diaphragms; setting or re-grinding valves; re-stuffing boxes; removing cock plate and index; taking off and putting in back and front .. .. .	6 6	6 6	6 6	6 8	9 11
Repairing tin dry prepayment meters, extra on above (a) and (b):—					
(i) Meters fitted with 1977 movements .. .. .	2 6	2 6	2 6	2 6	2 6
(ii) Meters fitted with 1924 and similar movements .. .. .	3 0	3 0	3 0	3 0	3 0
(iii) Other meters .. .. .	2 3	2 3	2 3	2 3	2 3
NOTE:—14d. to be paid extra for all T. Glover slot repairs with the exception of Parkinson pattern meters—all Cowan H. to F. slots to be subject to this increase.					With 89.27 per cent. added.

(g) EXTRAS.

Article.	Lights.	Price.	Article.	Lights.	Price.
Frame and door .. .. .	2, 3, 5, 10	0 7	Pipes inside inlet .. .. .	2, 3, 5, 10 to 20	2 0 pair
Bottom and studs .. .. .	2, 3, 5, 10	1 4	Other pipes .. .. .	2, 3, 5, 10	1 0 "
	20	1 8	Galleries .. .. .	2, 3, 5, 10	1 3 "
Bridge .. .. .	2, 3, 5, 10	1 0		20	1 8 "
	20	1 3	Guides .. .. .	2 to 20	0 4 set
Rod arms .. .. .	2, 3, 5, 10	0 4 pair	Feet .. .. .	2, 3, 5, 10	0 4 "
	20	0 8 "		20	1 0 "
Valve arms .. .. .	2, 3, 5, 10	0 3 "	Rod stuffing boxes .. .. .	2, 3, 5, 10	0 5 pair
Valve-box covers .. .. .	2, 3, 5, 10	0 6	Clean valves and set to zero .. .. .	2	2 0
Divisions .. .. .	2, 3, 5, 10	2 2		3 and 5	2 4
Half-valve plate .. .. .	2	2 3		10	2 5
	3	2 5		20	2 11
	5	2 7	Slot meters extra on above .. .. .	..	1 2 each
	10	2 9	Taking off and putting on back and front only .. .. .	2	1 3 pair
	20	2 11		3 and 5	1 6 "
New door .. .. .	2	0 2		10	1 8 "
Motion wires .. .. .	2, 3, 5, 10	0 7 pair		20	2 3 "
	20	1 3 "	Turn-over backs and fronts .. .. .	2 to 20	0 5 "
Throat pieces .. .. .	2, 3, 5, 10	1 0 "	Condemning .. .. .	2	1 3
Side chambers .. .. .	2, 3, 5, 10	0 6 each		3, 5, 10	1 5
			Piecing cases .. .. .	20	1 11
New sides .. .. .	2, 3, 5, 10	4 4 pair	Putting in deep rim diap. .. .. .	2 to 20	0 6
Tees .. .. .	2, 3, 5, 10	1 0 "		3	0 7 pair
	20	1 3 "		5	0 5 "

NOTE.—(i) "Leaks round grating" and "All crutch leaks" shall be paid for at wages rates.

(ii) All materials for piecework, except that set out in sub-clause (d) of the piecework schedule, supplied to the employee in good order and condition.

PERIODICAL ADJUSTMENT OF WAGES.

12. The wages rates for adult males set out in clause 2 are based upon the following basic wage, and pursuant to and in accordance with 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 13. Provided that proportionate adjustments to the rates for apprentices and improvers, and to the piecework prices, shall be made at the same time.

Basic Wage.

Place.	Needs Basic Wage (Adjustable).	Loading (Constant.)	Total Basic Wage.	Index Number Set Assigned.
	£ s. d.	s. d.	£ s. d.	
Throughout the State .. .. .	5 14 0	6 0	6 0 0	Melbourne



## ADJUSTMENT OF BASIC WAGE.

13. (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.

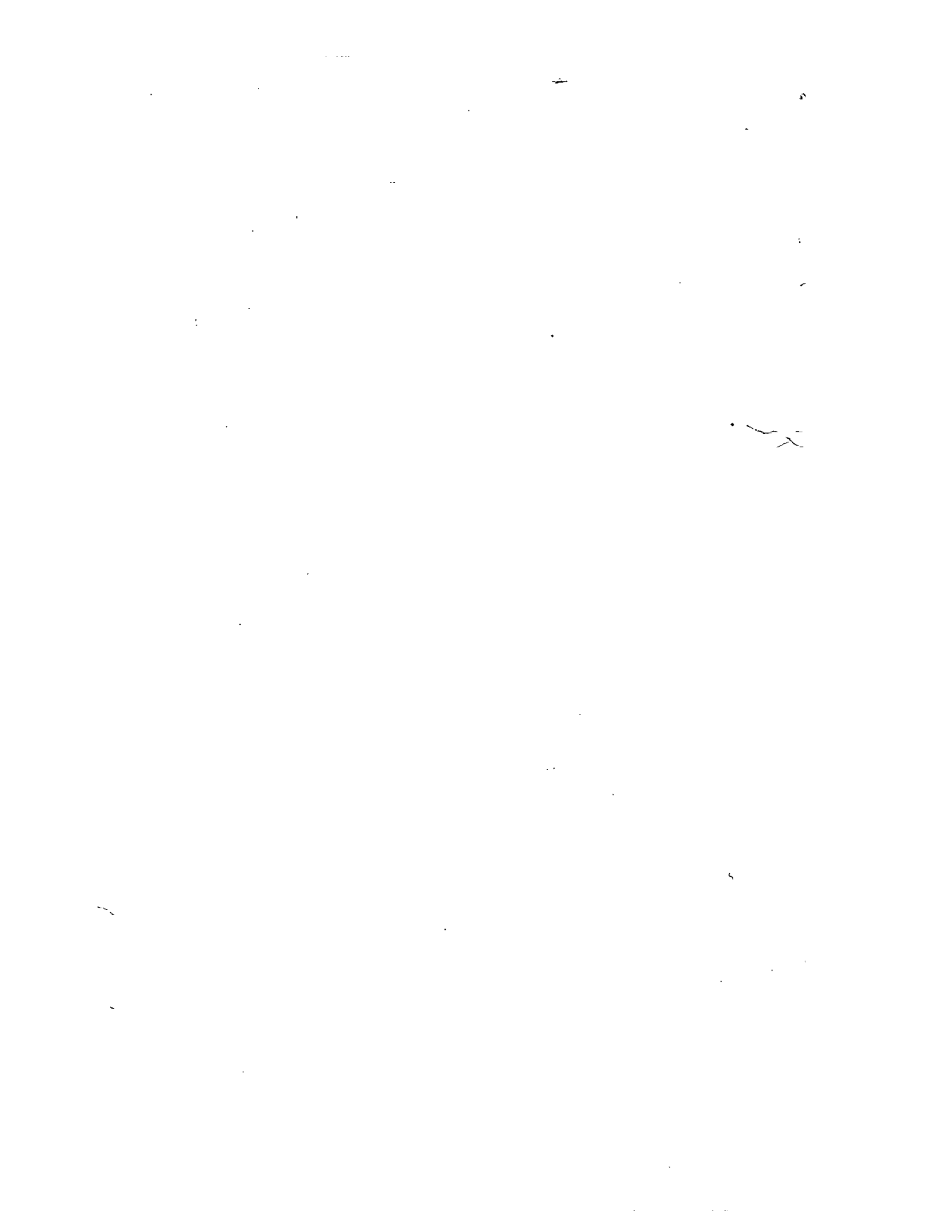
(b) Until the beginning of the first pay period to commence in February, 1949, the amounts of the Basic Wage shall be as prescribed in clause 12.

(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.

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

W. J. RYAN, Secretary.

Melbourne, 22nd December, 1948.





VICTORIA  
GOVERNMENT GAZETTE.

Published by Authority.

[Registered at the General Post Office, Melbourne, for transmission by post as a newspaper.]

No. 27]

TUESDAY, JANUARY 11.

[1949

Factories and Shops Acts.

DETERMINATION OF THE ENGINEERS AND BRASSWORKERS (SKILLED)  
BOARD.

NOTES.—(A) This Determination applies to the whole of the State of Victoria.

(B) The following trades were proclaimed as apprenticeship trades under the *Apprenticeship Act 1928*, for the Metropolitan District :—

- (1) On 5th March, 1930—
  - (i) Motor mechanics.
  - (ii) Motor cycle mechanics.
- (2) On 1st April, 1936—
  - (a) Mechanical engineering :—
    - (i) Patternmaking.
    - (ii) Fitting and/or turning.
    - (iii) Machinists.
  - (b) Brassfinishing (except the making of parts by specialized processes, and the assembling thereof).
  - (c) Smithing :—
    - (i) Blacksmithing (engineering).
    - (ii) Copper and/or brass smithing.

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

IN accordance with the provisions of the Factories and Shops Acts, the Wages Board appointed to "determine the lowest prices or rates which may be paid to any skilled persons employed—

- (a) in the process, trade, or business of a brassfounder or brassfinisher, or in the process, trade, or business of a brassfounder or brassfinisher of any electrical apparatus or machinery or parts thereof ;
- (b) in the process, trade, or business of a mechanical engineer, including—
  - (1) a patternmaker,
  - (2) an iron or brass turner,
  - (3) a fitter,
  - (4) a blacksmith,
  - (5) a planer,
  - (6) a slotter,
  - (7) a borer,
  - (8) a milling machiner ;
- (c) in the trade of a maker of scientific instruments, fire-proof safes, strongroom doors, safe locks (four or more levers), or locks of the same quality ;
- (d) in performing any engineering fitting or engineering machining work not already under the jurisdiction of the Board ;
- (e) in preparing iron or steel material for reinforcing concrete for building or other purposes ;
- (f) in the occupation of a coppersmith, but not including any person or classes of persons subject either to the Determination of the Tinsmiths Board or to the Determination of the Plumbers Board ;
- (g) in the trade of moulding, casting, dressing, fitting, or machining any articles made of cast aluminium or from aluminium alloys ;
- (h) in the trade of fitting or machining any articles made from sheet aluminium or from aluminium alloy sheets, heavier in either case than 10 gauge ;
- (i) in the process, trade, or business of making or repairing typewriters, book-keeping machines, adding machines, calculating machines, cash registers, duplicating machines and similar machines," has made the following Determination, namely :—

1. That on the 23rd December, 1948, the last previous Determination of this Board shall be revoked and replaced by this Determination.

2.

Wages per Week of 40 Hours.

Adults.	Within 20 Miles of G.P.O., Melbourne; 10 Miles of G.P.O., Geelong; at Warramboul and within Mildura and Gippsland Districts.	At Yallourn.	Other Parts of Victoria.
	£ s. d.	£ s. d.	£ s. d.
<i>(a) Engineering and Brasworking Section.</i>			
Angle-iron smith .. .. .	8 16 6	9 3 0	8 13 6
Annealer and/or case hardener .. .. .	8 2 6	8 9 0	7 19 6
Brassfinisher (tradesman) .. .. .	8 12 0	8 18 6	8 9 0
Brassfinisher (2nd class) .. .. .	7 17 0	8 3 6	7 14 0
Brass polisher .. .. .	7 10 0	7 16 6	7 7 0
Blacksmith's machinist .. .. .	7 8 0	7 14 6	7 5 0
Brass-smith, coppersmith, or other smith .. .. .	8 13 6	9 0 0	8 10 6
Fitter and/or turner .. .. .	8 12 0	8 18 6	8 9 0
Fitter, turbine blade .. .. .	8 16 6	9 3 0	8 13 6
Forger and/or faggoter .. .. .	9 10 6	9 17 0	9 7 6
Heat treater .. .. .	8 16 6	9 3 0	8 13 6
Inspector .. .. .	9 7 6	9 14 0	9 4 6
Key-seating machinist .. .. .	7 17 0	8 3 6	7 14 0
Locksmith .. .. .	8 12 0	8 18 6	8 9 0
Machine setter .. .. .	8 12 0	8 18 6	8 9 0
Machinist—1st class .. .. .	8 12 0	8 18 6	8 9 0
Machinist—2nd class .. .. .	7 17 0	8 3 6	7 14 0
Machinist—3rd class .. .. .	7 7 0	7 13 6	7 4 0
Marker off (i.e., a fitter the greater part of whose time is occupied in marking off) .. .. .	8 16 6	9 3 0	8 13 6
Motor cycle mechanic .. .. .	8 7 6	8 14 0	8 4 6
Motor mechanic .. .. .	8 12 0	8 18 6	8 9 0
Mould polisher .. .. .	7 6 0	7 12 6	7 3 0
Patternmaker .. .. .	9 5 0	9 11 6	9 2 0
Pipe fitter on low pressure work .. .. .	7 17 0	8 3 6	7 14 0
Process worker .. .. .	7 2 0	7 8 6	6 19 0
Refrigeration mechanic or serviceman .. .. .	8 12 0	8 18 6	8 9 0
Safe maker and/or repairer (security work) .. .. .	8 12 0	8 18 6	8 9 0
Scalemaker and/or adjuster .. .. .	8 12 0	8 18 6	8 9 0
Scientific instrument maker .. .. .	9 5 0	9 11 6	9 2 0
Toolmaker .. .. .	9 5 0	9 11 6	9 2 0
Toolsmith .. .. .	8 16 6	9 3 0	8 13 6
Wet stone grinder and glazier (tradesman) .. .. .	8 12 0	8 18 6	8 9 0
Welder—1st class (other than when using Cutler machine) .. .. .	8 16 6	9 3 0	8 13 6
Welder—1st class (using Cutler machine) .. .. .	7 19 0	8 5 0	7 16 0
Welder—2nd class .. .. .	7 8 0	7 14 6	7 5 0
Welder—3rd class .. .. .	7 4 0	7 10 6	7 1 0
Welder—tack .. .. .	7 6 0	7 12 6	7 3 0
Jobbing moulder and/or coremaker .. .. .	8 12 0	8 18 6	8 9 0
Plate and machine moulder and/or coremaker— 1st six months' experience .. .. .	7 8 0	7 14 6	7 5 0
2nd six months' experience .. .. .	7 11 0	7 17 6	7 8 0
3rd six months' experience .. .. .	7 14 0	8 0 6	7 11 0
Thereafter .. .. .	7 19 0	8 5 6	7 16 0
Experience for the purpose of calculating the rates payable to plate and machine moulders and/or coremakers shall include all experience as a moulder or coremaker, jobbing or machine, as the case may be, whether as a junior or an adult.)			
Other employees with not less than three months' experience in the metal trades industry .. .. .	6 9 0	6 15 6	6 6 0
Employee not elsewhere classified .. .. .	6 3 0	6 9 6	6 0 0
<i>(b) Making or Repairing Typewriters, Book-keeping Machines, Adding Machines, Calculating Machines, Cash Registers, Duplicating Machines and Similar Machines.</i>			
Adding, calculating and book-keeping machine mechanic .. .. .	8 13 6	9 0 0	8 10 6
Cash register mechanic .. .. .	8 13 6	9 0 0	8 10 6
Tradesman .. .. .	8 12 0	8 18 6	8 9 0
First-class mechanic .. .. .	8 2 6	8 9 0	7 19 6
Second-class mechanic .. .. .	7 19 0	8 5 6	7 16 0
Process worker .. .. .	7 2 0	7 8 6	6 19 0
Other employees with not less than three months' experience in the metal trades industry .. .. .	6 9 0	6 15 6	6 6 0
Employee not elsewhere classified .. .. .	6 3 0	6 9 6	6 0 0

NOTE.—Employees engaged on ship repairs shall be paid the following additional margins:—

	£ s. d.
Tradesmen .. .. .	4 6 per week.
All other labour .. .. .	3 0 ..

LEADING HANDS.

Leading hands in charge of not less than three and not more than ten employees, 9s. per week extra; more than ten and not more than twenty employees, 18s. per week extra; more than twenty employees, 27s. per week extra.

Provided that an employee in an electrical supply undertaking detailed to act as leading hand in charge of two other adult employees working away from power station or workshop (one of whom is of the same classification as himself) shall be paid 6s. per week extra.

TRADESMEN IN LARGE POWER HOUSES.

Tradesmen and/or welders, and their assistants employed in large operating power houses (i.e., power houses developing more than 8,000 kilowatts), other than those not on the regular staff, engaged on new construction work, shall be paid 6s. per week extra, and other apprentices and unapprenticed juniors 3s. per week extra; such amount shall be deemed to include all special rates prescribed in clause 6.

This allowance shall continue to be payable to tradesmen attached to the staffs of such power houses while carrying out repairs or maintenance in rotary converter sub-stations which are in regular operation.

## APPRENTICESHIP.

3. (Other than those covered by the Apprenticeship Commission.)

*Apprenticeship Trades.*

(a) An employer shall not employ minors in the following trades or occupations otherwise than under a contract of apprenticeship as hereinafter provided:—

- (i) Brassfinisher (except the making of parts by specialized processes and the assembling thereof)
- (ii) Electrical fitter and/or armature winder (except the winding of armatures by specialized processes).
- (iii) Electrical mechanic.
- (iv) Fitter and/or turner.
- (v) Locksmith—making and/or repairing locks, including those of safes and strong-room doors, but not including the making of parts by specialized processes and the assembling thereof.
- (vi) Machinist—1st and 2nd class.
- (vii) Motor mechanic.
- (viii) Moulder and/or coremaker—jobbing.
- (ix) Patternmaker.
- (x) Refrigeration mechanic or serviceman.
- (xi) Safe and strong-room maker.
- (xii) Scale maker (except the making of parts by specialized processes and the assembling thereof).
- (xiii) Scientific instrument maker.
- (xiv) Smithing—Blacksmith, copper and/or brass smith.
- (xv) Welder—1st class.
- (xvi) Window frame fitter.
- (xvii) Brass polishing.
- (xviii) Adding machine, calculating machine, book-keeping machine, cash register, or first-class mechanic.

*Contract of Apprenticeship.*

(b) Every contract of apprenticeship hereinafter made shall contain—

- (i) the names of the parties;
- (ii) the date of birth of the apprentice;
- (iii) a statement of the trade or trades to which the apprentice is to be bound and which he is to be taught during the course and for the purpose of the apprenticeship;
- (iv) a covenant by the master to teach and instruct or cause the apprentice to be taught or instructed in the trade to which the apprentice is bound;
- (v) the date at which the apprenticeship is to commence or from which it is to be calculated;
- (vi) all other conditions of apprenticeship.

*Cancellation or Suspension of Indenture.*

(c) Subject to the approval of the Wages Board, 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 Wages Board, circumstances exist which render such suspension or cancellation necessary or desirable.

Any covenant in an indenture inconsistent with the provision 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.*

(d) The training of apprentices to blacksmithing, structural steel works, fitting or fitting and turning shall include instruction in electrical welding and/or oxy-acetylene welding as far as is practicable with the facilities available in the shop in which they are trained.

*Proportion.*

(e) (i) An employer shall not employ apprentices in excess of the proportion hereinafter prescribed. Subject to this sub-clause the proportion of apprentices who may be taken by an employer shall not exceed one apprentice to every three or fraction of three tradesmen in the trade concerned.

In the trades of—

- Welder—1st class;
- Motor mechanic; and
- Moulder and/or coremaker—jobbing;

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

For the purpose of ascertaining the number of apprentices, 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.

A person who is, for a term not exceeding two years, taking practical training in a workshop in continuance of a course of training for professional work shall not be taken into account in calculating the proportion of apprentices to journeymen.

(ii) Notwithstanding anything hereinbefore provided in the trades of—

- Fitter and/or turner,
- Machinist—1st and 2nd class,
- Motor mechanic, and
- Refrigeration mechanic or serviceman,

an employer may with the consent of an apprenticeship authority and upon satisfying that authority that he has the plant, equipment and staff necessary for the proper tuition of each apprentice concerned take apprentices in excess of the proportion herein prescribed. Until further order apprentices so taken shall not be counted in future calculations of the proportion of apprentices to journeymen authorized by the Determination.

*Period of Apprenticeship.*

(f) The periods of apprenticeship, except as to those marked (i), (xi), (xii), and (xvi), shall be as follows:—

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

For the trades marked (i), (xi), (xii), and (xvi)—four or five years at the option of the contracting parties.

*Adult Apprentices.*

(g) Any apprentice who cannot complete his full term of apprenticeship before reaching his 22nd birthday may, by agreement with his master, serve as an apprentice until he reaches the age of 23 years.

*Probationary Period.*

(h) Minors may be taken on probation for three months, and if apprenticed such three months shall count as part of their period of apprenticeship. An employer shall within fourteen days of employing a probationer notify the appropriate apprenticeship authorities of the employment of such probationer to any of the trades mentioned herein.

*Wages.*

(i) The minimum weekly rates of wage for apprentices shall be the under-mentioned percentages of the contemporaneous needs basic wage prescribed for the area in which they are employed, and in addition thereto the constant and war loadings specified, and in all contracts of apprenticeship hereafter made the employer shall covenant to pay wages of not less than such rates.

The total wages of apprentices and improvers shall be calculated to the nearest sixpence, any broken part of sixpence in the result not exceeding threepence to be disregarded.

(j) *Wages per Week of 40 Hours.*

	Percentage of Needs Basic Wage.	Constant Loading.	War Loading.	Total Wage Payable—		
				Within 20 Miles 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.
	Per Week.	Per Week.	Per Week.	£ s. d.	£ s. d.	£ s. d.
Four and five-year terms—						
1st year .. .. .	25	0 0	0 9	1 9 0	1 11 0	1 8 6
2nd year .. .. .	33	1 0	1 0	1 19 6	2 2 0	1 18 6
3rd year .. .. .	50	1 6	1 6	3 0 0	3 3 0	2 18 6
4th year .. .. .	83	2 0	2 3	4 19 0	5 4 6	4 16 6
5th year .. .. .	100	2 0	3 0	6 5 0	6 11 6	6 2 0
	plus 6s.					
Four-year terms—Apprentice commencing after the age of 17 years—						
1st year .. .. .	29	0 0	0 9	1 14 0	1 15 6	1 13 0
2nd year .. .. .	50	1 0	1 6	2 19 6	3 2 6	2 18 0
3rd year .. .. .	83	2 0	2 3	4 19 0	5 4 6	4 16 6
4th year .. .. .	100	2 0	3 0	6 5 0	6 11 6	6 2 0
	plus 6s.					

The sum of 4s. per week shall be added to the above rates in the case of apprentice patternmakers.

An employee who is under 21 years of age on 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 prescribed for that classification.

*Hours.*

(k) The ordinary hours of employment of apprentices shall not in each workshop exceed those of the journeymen.

*Overtime and Shift Work.*

(l) No apprentice under the age of 18 years shall be required to work overtime or shift work unless he so desires.

No apprentice shall except in an emergency work or be required to work overtime or shift work at times which would prevent his attendance at technical school as required by any statute, Determination or regulation applicable to him.

*Payment by Results.*

(m) An apprentice shall not work under any system of payment by results.

*Lost Time.*

(n) The apprentice at the end of the calendar period of any year in which he has actually given service to the master upon less than the ordinary working days prescribed in this Determination, or in which he has unlawfully absented himself without the master's consent, shall, for every day short of the said number of working days, and for every day of such absence, serve one day, and the calendar period of the succeeding year of his service shall not be deemed to begin until the said additional day or days shall have been served. Provided that in calculating the extra time to be so served the apprentice shall be credited with time which he has worked during the relevant year in excess of his ordinary hours.

*Prohibition of Premiums.*

(o) An employer shall not, either directly or indirectly, or by any pretence or device receive from any person or require or permit any person to pay or give any consideration in the nature of a premium or bonus for the taking or binding of any probationer or apprentice.

*Attendance at Technical Schools.*

(p) Apprentices attending technical colleges or schools and presenting reports of satisfactory conduct shall be reimbursed all fees paid by them.

*Annual and Sick Leave.*

(q) Apprentices shall be entitled to sick and annual leave in accordance with the provisions of clauses 17 and 18 hereof respectively.

**IMPROVERS.**

4. Improvers employed at brass polishing or in the making or repairing of typewriters, book-keeping machines, adding machines, calculating machines, cash registers, duplicating machines, and similar machines shall be paid as follows:—

*Wages per Week of 40 Hours.*

	Percentage of Needs Basic Wage.	Constant Loading.	War Loading.	Total Wage Payable—		
				Within 20 Miles 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.
	Per Week.	Per Week.	Per Week.	£ s. d.	£ s. d.	£ s. d.
1st year .. .. .	25	0 0	0 9	1 9 0	1 11 0	1 8 6
2nd year .. .. .	33	1 0	1 0	1 19 6	2 2 0	1 18 6
3rd year .. .. .	50	1 6	1 6	3 0 0	3 3 0	2 18 6
4th year .. .. .	83	2 0	2 3	4 19 0	5 4 6	4 16 6
5th year .. .. .	100	2 0	3 0	6 5 0	6 11 6	6 2 0
	plus 6s.					

Notwithstanding anything elsewhere in this Determination contained, where an improver is under the age of 21 years after completion of five years at the trade of making or repairing typewriters, book-keeping machines, adding machines, calculating machines, cash registers, duplicating machines, and similar machines, he shall be paid four-fifths of the second-class mechanic's time wage until reaching the age of 21 years.

Proportion of Improvers.—In the making or repairing of typewriters, book-keeping machines, adding machines, calculating machines, cash registers, duplicating machines, and similar machines—one improver to every two or fraction of two workers employed in this section.

Brass polishing.—One improver to every two or fraction of two brass polishers receiving not less than the minimum wage.

FEMALES AND UNAPPRENTICED MALE JUNIORS.

5. (a) No junior other than an apprentice or an improver shall be employed at brass polishing or in assembling, making, or repairing typewriters, book-keeping machines, adding machines, calculating machines, cash registers, duplicating machines, and similar machines.

(b) Subject to the exception hereinafter provided, the minimum rates of wage for adult and junior females and for unapprenticed male juniors employed in occupations for which apprenticeship is not provided by this Determination shall be as follows:—

Wages per Week of 40 Hours.

	Percentage of Needs Basic Wage.	Constant Loading.	Additional Amount.	War Loading.	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.
	Per Week.	Per Week.	Per Week.	s. d.	£ s. d.	£ s. d.	£ s. d.
<i>I.—Adult Females.</i>							
Under three months' experience	65	3 0	6 0	..	4 3 0	4 7 6	4 1 0
All others ..	75	3 0	7 0	..	4 15 6	5 0 6	4 13 0
<i>II.—Junior Females.</i>							
17 years of age and under ..	40	1 0	3 6	..	2 10 0	2 12 6	2 9 0
18 years of age ..	47½	1 3	4 0	..	2 19 6	3 2 6	2 18 0
19 years of age ..	55	1 6	4 6	..	3 8 6	3 12 6	3 7 0
20 years of age ..	62½	2 0	5 0	..	3 18 0	4 2 6	3 16 6
<i>III.—Junior Males.</i>							
Under 16 years of age ..	25	0 6	2 0	..	1 11 0	1 12 6	1 10 0
16 years of age ..	35	0 9	3 0	..	2 3 6	2 6 0	2 2 6
17 years of age ..	47½	1 0	4 0	..	2 19 0	3 2 0	2 17 6
18 years of age ..	60	1 0	5 0	..	3 14 6	3 18 6	3 12 6
19 years of age ..	75	2 0	6 0	..	4 13 6	4 18 6	4 11 0
20 years of age ..	90	2 0	7 0	..	5 11 6	5 17 6	5 9 0
<i>IV.—Junior Males (Foundries).</i>							
Under 16 years of age ..	25	0 6	2 0	1 0	1 12 0	1 13 6	1 11 0
16 years of age ..	33	0 9	2 6	1 9	2 2 6	2 5 0	2 1 6
17 years of age ..	60	1 0	5 0	3 0	3 17 6	4 1 6	3 15 6
18 years of age ..	75	2 0	6 0	4 0	4 17 6	5 2 6	4 15 0
19 years of age and over ..	90	2 6	7 0	4 6	5 16 6	6 2 6	5 14 0

A junior employee of eighteen years or more shall be paid 3s. per week in addition to the rates prescribed herein while he is employed as a furnaceman or assistant to a furnaceman.

Provided that the rate payable to any employee shall not excluding the constant loading be less than 20s. The total wage shall be calculated to the nearest sixpence, any broken part of sixpence in the result not exceeding threepence to be disregarded.

(c) Except in the case of employees in foundries, the minimum rate payable to a junior female of any age or a junior male of eighteen years or more each with less than six months' experience under this Determination shall, until he or she has had six months' experience, be 10 per cent. less than the amount represented by the percentage of the needs basic wage hereby prescribed for a junior employee of his or her age and in addition thereto the constant loading prescribed for such an employee:

Provided that this sub-clause shall not operate to reduce the rates paid to any female employee as from the beginning of the first pay period to commence in August, 1942.

Prohibited Occupations.

- (d) Junior employees shall not be employed:—
  - (i) if under the age of 16 years—
    - on oil or gas burners or fires used for heating of small articles; or
    - using electric arc or oxy acetylene blow pipe, or
  - (ii) if under 18 years of age—
    - die setting on power presses; or
    - as furnacemen or assistants to furnacemen.

SPECIAL RATES.

6. In addition to the wages prescribed in clauses 2, 3, 4, and 5 hereof, the following special rates and allowances shall be paid to employees, including apprentices, improvers, and unapprenticed juniors:—

Boiling-Down Works.

- (a) Working in boiling-down works—1d. per hour extra.

Cold Places.

- (b) Working for more than one hour in places where the temperature is reduced by artificial means below 32 degrees Fahrenheit, 1½d. per hour extra. Where the work continues for more than two hours employees shall be entitled to a rest period of twenty minutes every two hours without loss of pay.

*Confined Spaces.*

(c) Working in confined space (as defined), 3d. per hour extra.

*Dirty Work.*

(d) Work, other than ship repair work, which a foreman and workman shall agree is of an unusually dirty or offensive nature, 1½d. per hour extra.

Ship repair work which a foreman and workman shall agree is of an unusually dirty or offensive nature, 3d. per hour extra.

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

Any dispute arising under this sub-clause as to whether the work is of an unusually dirty or offensive nature shall be determined by the Wages Board.

*Height Money.*

(e) Welders and their assistants and drillers engaged in the erection, repair, and/or maintenance of steel frame buildings, bridges, gasometers and similar structures at a height of 50 feet or more directly above the nearest horizontal plane shall be paid at the rate of 6s. per week extra.

*Hot Places.*

(f) Working for more than one hour in the shade in places where the temperature is raised by artificial means to between 115 and 130 degrees Fahrenheit, 1½d. per hour extra; in places where the temperature exceeds 130 degrees Fahrenheit, 3d. per hour extra. Where work continues for more than two hours in temperature exceeding 130 degrees Fahrenheit, employees shall also be entitled to twenty minutes' rest after every two hours' work without deduction of pay. The temperature shall be decided by the foreman of the work after consultation with the employees who claim the extra rate.

*Lead Works.*

(g) Working in lead works—1d. per hour extra.

*Lignum Vitae.*

(h) Patternmaker in lignum vitae outside the workshop and fitting to stern bushes, 3d. per hour extra.

*Meat Digestors and Oil Tanks.*

(i) Working on repairs in oil tanks or meat digestors—1½d. per hour extra. Provided that if any employee is so engaged for more than half of one day or shift he shall be paid the prescribed allowance for the whole day or shift.

*Sanitary Works.*

(j) Working in sanitary works—1d. per hour extra.

*Slag Wool.*

(k) Employees handling loose slag wool, loose insul wool or other loose material of a like nature used for providing insulation against heat, cold or noise, shall when so employed on ship construction or ship repairing or on the construction, repair or demolition of furnaces, walls, floors and/or ceilings be paid 4d. per hour extra.

*Slaughtering Yards.*

(l) Working in slaughtering yards—1d. per hour extra.

*Smoke-boxes, &c.*

(m) Working on repairs to smoke-boxes or fire-boxes of locomotives or on repairs to the smoke-box, up-take, funnel, flue, furnace, or combustion chamber of marine type of boilers, or on repairs to smoke-boxes, fire-boxes, furnace or flues of other types of boilers, 1d. per hour extra.

*War Damaged Ships.*

(n) All employees engaged in the cutting and removal of torn twisted and displaced structural materials from vessels which have been damaged by bomb, mine, shell, or torpedo shall be paid extra rates as follows:—

- (i) where such damaged structural materials are covered in oil residue and/or other unusually obnoxious substances, and there is a risk of such materials falling or there are difficulties in the way of securing a safe foothold for working—2d. per hour extra;
- (ii) where the work is carried out in the presence of explosives or combustible materials under conditions under which there is a risk of fire or explosion—4d. per hour extra;
- (iii) where as well as working under the conditions specified in paragraph (i) hereof an employee works under those specified in paragraph (ii) hereof—6d. per hour extra.

The question of whether the conditions specified in paragraphs (i) or (ii) hereof or both of them exist in any particular case shall be settled by agreement between the foreman and the workman concerned provided that in cases of disagreement the matter shall be settled as provided in sub-clause (d) hereof in the case of dirty work, and the provisions of that clause shall apply to claims under this sub-clause.

In any case in which it is agreed or decided that the specified conditions exist the extra rate prescribed shall be paid for the whole of the time the employees are engaged cutting and removing the materials mentioned.

*Wet Places.*

(o) An employee working in any place where his clothing or boots become saturated, whether by water, oil or otherwise, shall be paid 2d. per hour extra: provided that this extra rate shall not be payable to an employee who is provided by the employer with suitable and effective protective clothing and/or footwear: And provided further that any employee who becomes entitled to this extra rate shall be paid such extra rate for such part of the day or shift as he is required to work in wet clothing or boots.

*Special Rates not Cumulative.*

(p) Where more than one of the disabilities entitling a workman to extra rates exist on the same job the employer shall be bound to pay only one rate, namely, the highest for the disabilities so prevailing.

*Rates not Subject to Penalty Additions.*

(q) The special rates herein prescribed shall be paid irrespective of the times at which the work is performed, and shall not be subject to any premium or penalty additions.

*TRAVELLING AND BOARD.*

7. (a) An employee who on any day or from day to day is required to work at a job away from his accustomed workshop or depot shall at the direction of his employer present himself for work at such job at the usual starting time; but for all time reasonably spent in reaching and returning from such job (in excess of the time normally spent in travelling from his home to such workshop or depot and returning) he shall be paid travelling time, and also any fares reasonably incurred in excess of those normally incurred in travelling between his home and such workshop or depot.

An employee who with the approval of his employer uses his own means of transport for travelling to or from outside jobs shall be paid the amount of excess fares which he would have incurred in using public transport unless he has an arrangement with his employer for a regular allowance.

(b) An employee—

- (i) engaged in one locality to work in another; or
- (ii) sent from his usual locality to another for employment which can reasonably be regarded as permanent, involving a change of residence, shall be paid travelling time whilst necessarily travelling between such localities, and, for a period not exceeding three months, expenses.

(c) An employee sent from his usual locality to another (in circumstances other than those prescribed in sub-clause (b) hereof) and required to remain away from his usual place of abode shall be paid travelling time whilst necessarily travelling between such localities, and expenses whilst so absent from his usual locality.



- (d) The rate of pay for travelling time shall be ordinary rates, except on Sundays and holidays, when it shall be time and a half.
- (e) The maximum travelling time to be paid for shall be twelve hours out of every twenty-four hours, or when sleeping berth is provided by the employer for all-night travel, eight hours out of every twenty-four.
- (f) "Expenses" for the purpose of this clause means:—
- (i) All fares reasonably incurred.  
For boat travel the fares allowed shall be first-class on coastal boats, and on interstate boats where there is no second-class as distinct from steerage; and for rail travel, second-class, except where all-night travelling is involved, when they shall be first-class, with sleeping berth where available.
  - (ii) Reasonable expenses incurred whilst travelling, including 2s. 6d. for each meal taken
  - (iii) A reasonable allowance to cover the cost incurred for board and lodging.
- (g) A camping allowance of 3s. per day for every day, including Sunday, shall be paid to employees engaged on country jobs at places where ordinary board and residence is not obtainable and camping in tents, cubicles or other temporary shelter is necessary; Provided that where cooked meals are procurable by the employee at a mess established by the employer, the amount of such country allowance shall be 9d. per day for every day, including Sunday.
- (h) Until further order an employer shall be free to engage labour on the site of a job carried on away from the workshop without payment of any travelling time or fares, unless such employee is sent from the workshop; Provided that if any employee engaged for the erection of a job had previously been engaged by the same employer in the fabrication of the job in a workshop he shall be paid fares in excess of those incurred in travelling to and from the workshop.

#### MOTOR ALLOWANCE REFRIGERATOR SERVICEMEN.

8. Employees engaged on repairs to refrigeration plants outside the employer's business shall be provided with means of transport by the employer, or, in the case of employees who use their own motor vehicles, shall be paid additional allowances as follows:—

	Per Week.
	£ s. d.
Motor car .. .. .	2 10 0
Motor cycle and side-car .. .	1 10 0
Motor cycle .. .. .	1 0 0

#### HOURS OF WORK.

##### Day Workers.

9. (a) Subject to the exception hereinafter provided the ordinary hours of work shall be 40 per week to be worked in five days of not more than 8 hours (Monday to Friday inclusive) and one day (Saturday) of not more than 4 hours; or five days (Monday to Friday inclusive) of 8 hours each continuously except for meal breaks at the discretion of the employer between 7 a.m. and 5.30 p.m. on Monday to Friday inclusive, and 7 a.m. and noon on Saturday.

In localities where the recognized half-holiday is on a day other than Saturday the day so recognized may be substituted for Saturday for all the purposes of this Determination.

Provided that the spread of hours or the daily hours herein prescribed may be altered as to all or a section of the employees by mutual agreement between an employer and the representative of the union in that shop.

##### Five-Days Week.

(b) In any case in which the ordinary week's work of 40 hours can be performed in five days as aforesaid without—

- (i) detriment to the public interest;
- (ii) loss in the value of goods handled or to be handled;
- (iii) reducing the efficiency of production; or
- (iv) reducing the efficacy of the necessary service,

the employer shall allow those employees who so desire to do so to work their ordinary hours in five days as aforesaid. Any dispute as to whether the ordinary hours of work can in any case or cases be worked in five days without detriment, loss or reduction as aforesaid shall be determined by the Wages Board upon application made by or on behalf of the employees. Upon such an application proof that the working of a five-days week will result in such detriment, loss or reduction as aforesaid shall be upon the employer.

This sub-clause shall not apply to employees engaged on the maintenance and servicing of plant.

It is a condition of the allowing of a five-days week hereunder that if required employees shall comply with the reasonable and lawful orders of the employer as to working overtime, including the working of overtime on Saturday.

##### Forgers, &c.

(c) The ordinary weekly hours of employment of forgers, forge furnacemen, and their assistants, shall consist of five days of 8 hours 42 minutes each, including crib time, for which no deduction of pay shall be made. The rates in this Determination shall be for a 40 hours' week and hourly rates shall be ascertained by dividing the weekly rates by 40.

#### SHIFT WORK.

##### Definitions.

10. (a) For the purposes of this clause—

- "Afternoon shift" means any shift finishing after 6 p.m. and at or before midnight.
- "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 or due to unavoidable causes beyond the control of the employer.
- "Night shift" means any shift finishing subsequent to midnight, and at or before 8 a.m.
- "Rostered shift" means a shift of which the employee concerned has had at least 48 hours' notice.

##### Hours—Continuous Work Shifts.

(b) 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) 8 in any one day; or
- (ii) 48 in any one week; or
- (iii) 88 in 14 consecutive days; or
- (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 not more than eight hours— inclusive of crib time.
- (ii) Except at the regular change-over of shifts, an employee shall not be required to work more than one shift in each 24 hours.
- (iii) Twenty minutes shall be allowed to shift workers each shift for crib, which shall be counted as time worked.

##### Hours—Other than Continuous Work.

(c) This sub-clause shall apply to shift workers not upon continuous work as hereinbefore defined. The ordinary hours of such shift workers shall not exceed—

- (i) 40 in any week, to be worked in five shifts of 8 hours on Monday to Friday inclusive, or five shifts of not more than eight hours and one shift (Saturday) of not more than four hours; or
- (ii) 80 in 14 consecutive days, in which case an employee shall not, without payment for overtime be required to work more than eight consecutive hours on any shift or more than six shifts in any week; or

(iii) 120 in 21 consecutive days, in which case an employee shall not—without payment for overtime be required to work more than eight consecutive hours on any shift or more than six shifts in any week.

Such ordinary hours shall be worked continuously except for meal breaks at the discretion of the employer. An employee shall not be required to work for more than six hours without a break for a meal.  
Except at regular change-over of shifts, an employee shall not be required to work more than one shift in each 24 hours.

*Rosters.*

(d) Shift rosters shall specify the commencing and finishing times of ordinary working hours of the respective shifts.

*Variation by Agreement.*

(e) The method of working shifts may in any case be varied by agreement between the employer and the accredited representative of the union to suit the circumstances of the establishment.

The time of commencing and finishing shifts once having been determined may be varied by agreement between the employer and the accredited representative of the union to suit the circumstances of the establishment, or in the absence of agreement by seven days' notice of alteration given by the employer to the employees.

*Afternoon or Night Shift Allowances.*

(f) Shift workers on continuous work whilst on afternoon or night shifts shall be paid 7½ per cent. more than the ordinary rates for such shifts.

Shift workers on other than continuous work whilst on afternoon or night shifts shall be paid 10 per cent. more than the ordinary rates for such shifts.

Shift workers who work on any afternoon or night shift which does not continue for at least five successive afternoons or nights in a five-day workshop or for at least six successive afternoons or nights in a six-day workshop shall be paid at the rate of time and a half.

An employee who—

(i) during a period of engagement on shift works night shift only; or

(ii) remains on night shift for a longer period than four consecutive weeks; or

(iii) works on a night shift which does not rotate or alternate with another shift or with day work so as to give him at least one-third of his working time off night shift in each shift cycle,

shall during such engagement, period or cycle, be paid at the rate of time and a quarter for all time worked during ordinary working hours on such night shifts.

(f i) The minimum rate to be paid to any shift worker for work performed between midnight on Friday and midnight on Saturday shall be time and a quarter. Such extra rate to be in substitution for and not cumulative upon the shift premiums prescribed in the first and second paragraphs of sub-clause (f) hereof.

*Overtime.*

(g) 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—

(i) if employed on continuous work be paid at the rate of double time; or

(ii) if employed on other shift work at the rate of time and a half for the first four hours and double time thereafter,

except in each case when the time is worked—

(iii) by arrangement between the employees themselves;

(iv) for the purpose of effecting the customary rotation of shifts; or

(v) is due to the fact that the relief man does not come on duty at the proper time; or

(vi) 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 16 (b) hereof.

Provided that when not less than 8 hours' notice has been given to the employer by the relief man that he will be absent from work and the employee whom he should relieve is not relieved the unrelieved employee shall be paid at the rate of time and a half for the first 4 hours on duty after he has finished his ordinary shift and at the rate of double time thereafter except where the employee is required to continue to work on his rostered day off when he shall be paid double time.

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

*Sundays and Holidays.*

(h) Shift workers on continuous work shifts for work done on a rostered shift the major portion of which is performed on a Sunday or holiday shall be paid at the rate of time and a half.

Shift workers on other than continuous work for all time worked on a Sunday or holiday shall be paid at the rates prescribed by clause 13 of this Determination. Where shifts commence between 11 p.m. and midnight on a Sunday or holiday the time so worked before midnight shall not entitle the employee to the Sunday or holiday rate; provided that the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or holiday and extending into a Sunday or holiday shall be regarded as time worked on such Sunday or holiday.

*Junior and Female Employees.*

(i) Female shift workers, apprentices or juniors whilst on afternoon or night shifts shall be paid not less than the rates hereinbefore prescribed or 1s. per shift whichever is the higher.

*MIXED FUNCTIONS.*

11. 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.*

12. (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 or sub-clause (b) hereof in computing overtime each days' work shall stand alone.

*Rest Period After Overtime.*

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

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.

*Call Back.*

(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 purposes 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.

*Saturday Work—Five-days Week.*

(d) A day worker on a five-days week required to work overtime on a Saturday shall be afforded at least three hours work or paid for three hours at the appropriate rate except where such overtime is continuous with overtime commenced on the day previous.

*Standing By.*

(e) 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. Provided that the existence of a custom shall not operate to relieve an employer from paying a refrigeration serviceman the rate herein prescribed.

*Meal Hours—General.*

(f) For work done during meal hours and thereafter until a meal hour 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.

*Meal Hours—Maintenance Employees.*

(g) Subject to the provisions of the second part of sub-clause (f) 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 break-downs of plant or upon routine maintenance of plant which can only be done while such plant is idle.

*Crib Time.*

(h) 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.

Provided that where a day worker on a five-days week is required to work overtime on a Saturday the first prescribed crib time shall, if occurring between 10 a.m. and 1 p.m., be paid at ordinary rates.

Unless the period of overtime is less than one and a half hours an employee before starting overtime after working ordinary hours shall 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.

*Tea Money.*

(i) 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.

*Transport of Employees.*

(j) When an employee, after having worked overtime, or a shift for which he has not been regularly rostered, finishes 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.

*Compulsory Overtime.*

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

**HOLIDAYS AND SUNDAY WORK.**

13. (a) Employees shall be entitled to the following public holidays without loss of pay as regards employees on weekly hiring:—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. Provided that Christmas Day and Boxing Day shall for the year, 1948, be deemed to fall on the 27th and 28th days of December, 1948, respectively, and that New Year's Day for the year, 1949, shall be deemed to fall on the 3rd day of January, 1949.

Any employer who has given to his employees notice under paragraph (i) of sub-clause (m) of clause 18 of this Determination of his intention to close down his plant or section or sections thereof for the purpose of allowing annual leave may alter the date of such intended closing down by substituting a date no more than two days earlier than the date of which notice was given upon giving at least one week's notice of such alteration.

By agreement between any employer and his employees other days may be substituted for the said days or any of them as to such employer's undertaking.

(b) An employee not engaged on continuous work shall be paid at the rate of double time for work done on Sundays and public holidays, such double time to continue until he is relieved from duty.

(c) An employee, other than a casual employee, not engaged in continuous work who works on a Sunday or a public holiday and (except for meal breaks) immediately thereafter continues such work shall on being relieved from duty be entitled to be absent until he has had eight consecutive hours off duty without deduction of pay for ordinary time of duty occurring during such absence.

(d) Employees, other than on shift or engaged in maintaining the continuity of electric light and power, required to work on Sundays or public holidays shall be paid for a minimum of three hours' work.

**EXTRA RATES NOT CUMULATIVE.**

14. Extra rates in this Determination, except rates prescribed in clause 6 are not cumulative so as to exceed the maximum of double the ordinary rates.

**PAYMENT OF WAGES.**

15. (a) Wages shall be paid weekly or fortnightly.

(b) On the first pay day occurring during his employment, an employee shall be paid whatever wages are due to him up to the completion of his work on the previous day: Provided that this sub-clause shall not apply to employees of electric supply undertakings nor to employers who make a practice of allowing advances to employees approximating wages due.

(c) Upon termination of the employment wages due to an employee shall be paid to him on the day of such termination, or forwarded to him by post on the next working day.

(d) An employee kept waiting for his wages on pay day for more than a quarter of an hour after the usual time for ceasing work, shall be paid at overtime rates after that quarter hour, with a minimum of a quarter of an hour.

(e) 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.

## CONTRACT OF EMPLOYMENT.

*Weekly Employment.*

16. (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 employees 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 17 hereof, lose his pay for the actual time of such non-attendance.

*Casual Employment.*

(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 for the work which he or she performs plus 10 per cent.

*Late Comers.*

(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.

17. (a) An employee on weekly hiring 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 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 Wages Board) 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.

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.

*Single Day Absences.*

(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.

*Cumulative Sick Leave.*

(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.

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

*Attendance at Hospital, &c.*

(d) 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.

## ANNUAL LEAVE.

*Period of Leave.*

18. (a) 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 on weekly hiring 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 Sun days 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 the period of annual leave time equivalent to the ordinary time which the employee would have worked if such day had not been a holiday.

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 employee and the employer 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. A notification given by an employee pursuant to clause 17 shall be accepted as a notification under this sub-clause.

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 purposes 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 to each union whose members have participated in such concerted or collective absenteeism a copy of same 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 transmittee 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 transmittee 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-clauses (l) and (m) 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 shift worker or an employee taking his leave pursuant to sub-clause (d) of this clause either of whom 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 periods. 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 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 weeks' leave, and has also completed a further month or more of continuous service shall be allowed his leave, and shall subject to sub-clause (f) hereof 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.  
 Provided that all time during which an employee is stood off without pay for the purposes of this sub-clause shall be deemed to be time of service in the next twelve monthly qualifying period.
- (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 (i) of this clause subject to adjustment for any proportionate leave which he may have been allowed as aforesaid.

MISCELLANEOUS.

*Accommodation and Conveniences.*

*Boiling Water.*

19. (a) (i) Employers shall provide boiling water for employees at meal times.

*Drinking Water.*

(ii) 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.

*First-Aid Outfit.*

(iii) In each workshop, and at other places where employees are regularly employed, the employer shall provide and continuously maintain, at a place or places reasonably accessible to all employees, an efficient first-aid outfit.

Clause 8 of Chapter 9 of the Regulations under the *Factories and Shops Act 1928* requires that a first-aid ambulance chest shall be kept in some accessible place upon the premises and that such chest shall be equipped and supplied with the following articles :—

Articles.	Quantities to be kept in Ambulance Chest—
Antiseptic solution .. .. .	1 bottle
Bandages, cotton and gauze .. .. .	1 dozen assorted sizes
Castor oil .. .. .	2 oz.
Iodine, tincture of .. .. .	2 oz.
Manual, first-aid .. .. .	1
Petrolatum, carbolized .. .. .	1 jar
Picric acid solution, made according to the following recipe or prescription :— $\frac{1}{2}$ teaspoonfuls of powdered picric acid, 3 oz. of absolute alcohol, and 2 pints of distilled water	1 pint
Pins, safety .. .. .	1 packet
Sal volatile .. .. .	6 oz.
Scissors .. .. .	1 pair
Tourniquet .. .. .	1
Tweezers .. .. .	1 pair
Cotton, absorbent .. .. .	} An adequate assortment
Gauze, sterilized, plain .. .. .	
Lint, absorbent .. .. .	
Plaster, adhesive .. .. .	

*Lockers.*

(iv) An employer shall at some reasonably convenient place on his premises provide a suitable locker for each employee in his workshop, or hanging facilities which afford reasonable protection for employees' clothes. In any case in which compliance with this paragraph necessitates the provision of lockers or new or improved hanging facilities, they shall be provided by the 1st July, 1946, unless the employer proves to the satisfaction of the Wages Board that he is unable by reason of shortage of material or labour or any other difficulties to provide such new or improved facilities, in which case their provision may be postponed for such period or periods as the Wages Board determines.

*Showers.*

(v) Employers shall provide for all workmen employed in foundries hot and cold shower baths, which shall be situated away from lavatories.

*Washing and Sanitary Conveniences.*

(vi) Employers shall provide proper and sufficient washing and sanitary conveniences.

*Clothing, Equipment and Tools.*

*Damage to Clothing and Tools.*

(b) (i) 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.

*Gas Masks.*

(ii) The employer shall ensure that sufficient masks are available to enable each employee when engaged on repairs to refrigeration plants outside the employer's premises, to take one with him.

*Gloves.*

(iii) Suitable canvas or leather gloves shall be provided by employers for operators of pneumatic tools and/or punch and shearing machine and suitable gloves or pads for such other work as the foreman and employee may agree.

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

In any case where an organization alleges that an employer or his representative is persistently unreasonable or capricious in relation to such claims, it may bring such case before the Wages Board.

*Goggles.*

(iv) 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.

*Masks.*

(v) Where necessary suitable masks shall be provided for employees required to use compressed air for blowing dust from electrical machinery or equipment. An employee when performing such work shall wear the mask provided for his protection. Masks containing celluloid shall not be considered suitable for the purposes of this provision.

*Protective Equipment—Welding.*

(vi) Employers shall provide a sufficient supply of the under-mentioned equipment to enable each welder and his assistant when engaged on work necessitating its use to be supplied with same:—

- (a) Suitable asbestos sheets,
- (b) Hand screens or helmets fitted with coloured glass (or in the case of oxy-acetylene operators protective glasses with side shields),
- (c) Anti-flash goggles,
- (d) Aprons, leather sleeves and leggings (or coveralls of flame-proof material) and gauntlet gloves; and
- (e) Gum or other insulating boots when working in places so damp that danger of electric shock exists.

An employee who is pursuant to this paragraph supplied with any of the equipment specified herein shall wear or use as the case may be such equipment in such a way as to achieve the purpose for which it is supplied.

Where electric arc operators are working screens which shall be suitable and sufficient for the purpose shall be provided by the employer for the protection of employees from flash.

*Tools.*

(vii) Until further order the employer shall provide for each employee such tools as were customarily provided at the time of the making of this Determination. The employee shall replace or pay for any tools so provided if lost through his negligence.

*Tools—Patternmakers.*

(viii) Except when dismissed for misconduct or when leaving of his own accord, a patternmaker employed for less than three weeks at a workshop or job shall, to the extent of 6s., be reimbursed by his employer any expense incurred in the carting of tools.

Patternmakers at the conclusion of their employment shall be allowed one hour for grinding tools.

*Dressing Castings.*

(c) Where practicable, the dressing and rumberling of castings shall not be carried out in close proximity to employees not doing that work.

*Ladies.*

(d) (i) All ladles of a holding capacity of 15 cwt. or more in use at the time of the making of this Determination shall be fitted with safety worm gear or an equivalent safety fitting; and all ladles of a holding capacity of 10 cwt. or more hereafter brought into operation shall be fitted with safety worm gear.

(ii) Where molten metal is carried in ladles by hand the weight of molten metal shall not exceed—

Single-handed ladles—60 lb., including the weight of the ladle.

Other ladles— $\frac{1}{2}$  cwt. per man.

(iii) Where molten metal is carried by hand, a clear passageway not less than 2 ft. 6 in. wide shall be made.

*Females—Rest Period and Seats.*

(e) Female employees shall be allowed a rest period of not less than ten minutes during each day or shift, to be taken during the first or second half of the day or shift as may be decided by a majority of the female employees in a shop.

When requested by employees and where practicable suitable seats shall be provided by the employer for female employees.

*Ventilation.*

(f) While any work is being carried on in any confined or enclosed space in which—

(i) fumes, gases, dust or vapours which may be dangerous or injurious are liable to be present or to be generated in the course of the work; or

(ii) the atmosphere may otherwise become vitiated, the employer shall install a suction exhaust apparatus, through which by means of a power-driven fan air is drawn from the vicinity of the work in relation to which it is installed.

Where it is impracticable to install such suction exhaust apparatus the employer shall take all such steps as are necessary to ensure safe working conditions in any such confined or enclosed space.

This sub-clause shall not be deemed to be inconsistent with the Harmful Gases, Vapours, Mists, Smokes and Dust Regulations 1945 (published in the *Victoria Government Gazette* No. 21, dated 7th February, 1945) and shall not apply to any processes or occupations to which those Regulations apply.

**SHOP STEWARDS.**

20. An employee appointed 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 the employer or his representative on matters affecting employees whom he represents.

**RIGHT OF ENTRY OF UNION OFFICIALS.**

21. (a) For the purpose of interviewing employees on legitimate union business, a duly accredited union representative shall have the right to enter employers' premises during the midday meal break on the following conditions:—

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

(ii) That he interviews employees only at places where they are taking their meal;

(iii) That not more than one representative of each of not more than three unions be on the premises at any one time;

(iv) That no one representative visit the premises more than once in each week;

(v) That if any employer alleges that a representative is unduly interfering with his work 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, but the representative shall have the right to bring such refusal before the Wages Board.

Provided that where certain employees are working under a system of shift work which precludes a representative from interviewing them during the midday meal break, 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 or, failing agreement at such times, and under such conditions as the Wages Board may decide.

(b) For the purpose of investigating complaints concerning the application of this Determination, or the employment of females upon work which is alleged to be unsuitable for females, 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:—

(i) That he discloses to the employer or his representative the complaint which he desires to investigate;

(ii) That he makes his investigations in the presence of the employer or his representative (if the employer so desires);

(iii) That he does not interfere with work proceeding in the workshop or plant;

(iv) That he conducts himself properly.

(c) A union representative shall be a duly accredited representative of an organization concerned if he be the holder for the time being of a certificate, signed by the general secretary of that organization and bearing the seal of that organization, in the following form, or in a form not materially differing therefrom :—

(Name of organization.)

THIS IS TO CERTIFY THAT  
above-named organization.

is a duly accredited representative of the  
General Secretary.

(SEAL.)

Date—

Specimen signature of holder.  
Strictly not transferable.

#### TIME AND WAGES BOOK.

22. (a) Each employer shall keep a record from which can be readily ascertained 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 record 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 when entering or leaving the employer's premises.

(c) The time and wages record shall be open for inspection to a duly accredited union official 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 one fortnight at the same establishment.

(d) The official making such inspection shall be entitled to take a copy of entries in a time and wages record relating to the suspected breach of the Determination.

#### NOTICE BOARD.

23. The employer shall permit a notice board of reasonable dimensions to be erected in a prominent position in his establishment, upon which accredited union representatives shall be permitted to post formal union notices, signed or countersigned by the representative posting same.

Any notice posted on such board not so signed or countersigned may be removed by an accredited Union representative or by the employer.

#### DEFINITIONS.

##### *General.*

24. "Confined space" means a compartment or space, access to which is through a manhole or similar opening or a place the dimensions of which necessitate an employee working in a stooped or otherwise cramped position, or without proper ventilation, and includes such a space—

- (i) in the case of a ship, inside complete tanks, chain lockers, and peaks; in bilges, under engine beds, under engine room and stokehold floors, or under or inside boilers;
- (ii) in the case of a locomotive, inside the barrels of boilers, fire boxes, water spaces of tenders, side tanks, bunker tanks, saddle tanks or smoke boxes;
- (iii) in other cases, inside boilers, steam drums, mud drums, fire boxes of vertical or road vehicle boilers, furnaces, flues, combustion chambers, receivers, buoys, tanks, superheaters, or economizers.

"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 he 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 the assembling of parts of mechanical appliances or other articles so made, in which no fitting or adjustment requiring skill is required; or
- (iii) in specialized processes—not requiring use of hand tools except hammers, pliers, screw-drivers, spanners and files, and such tools as are necessary for deburring or removing rags or edging; or
- (iv) in the assembling of typewriters, and/or bookkeeping, and/or adding, and/or calculating, and/or duplicating machines, for the first time in Australia, but does not include tuning, and/or testing, and/or adjustment of such machines.

"Ship repairs" means—

- (i) all repair work done on ships;
- (ii) all work other than the making of spare parts and stores done in a workshop used for ship repairs only;
- (iii) work done in a workshop used for both ship repairing, general engineering, metal moulding, steel construction, and other heavy metal fabrication on which employees are engaged both on the ship and in the workshop.

"Sunday" means all time between midnight Saturday and midnight Sunday.

"Cash Register Mechanic" means an adult employee repairing and adjusting multiple total itemizing machines.

"First Class Mechanic" means an adult employee who fits, repairs, maintains, and/or services wholly or in part any typewriter and/or duplicating machine and/or cash registers, other than those mentioned in the preceding definition.

"Second Class Mechanic" means an adult employee who adjusts or aligns machines for the first time in Australia.

"Tradesman in making or repairing typewriters, book-keeping, adding, calculating, or duplicating machines" means an adult employee who makes parts.

"Year" means the period between the 1st day of June in each year and the next 31st day of May.

##### *General Engineering.*

"Fitter" means a tradesman of one or more of the following classes :—Mechanical fitter, electrical fitter, pipe fitter on refrigeration work, and/or high-pressure work which includes live steam and hydraulic press work, points and crossings fitter, window frame fitter, and orthopaedic and/or prosthetic fitter.

"Inspector" means a tradesman who is engaged to inspect components while in production or upon completion as to their conformity with a specified standard of quality and accuracy and who is authorized to exercise and does exercise a discretion to pass components which may not conform to that standard.

"Locksmith" means a tradesman engaged in the making and/or repairing of locks and the mechanism of safe and strong-room doors.

"Machinist—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.

"Machinist—2nd class" means an adult employee not engaged as a tradesman who is not required to work from drawing 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 machinist—1st class.



"Machinist—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.

"Motor mechanic" means a tradesman engaged in repairing, altering, overhauling, assembling (except for the first time in Australia), or testing metal and/or electrical parts of the engine or chassis of motor cars, motor cycles, or other motor vehicles.

"Patternmaker" does not include an employee exclusively engaged on the filing or fitting of metal patterns.

"Scientific instrument maker" means a tradesman engaged on the work of manufacturing, repairing, adjusting and/or testing of optical and scientific instruments, but does not include an employee working exclusively as a tradesman.

"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, and includes any tradesman engaged in or in connexion with the making of any tool, gauge, die, or mould as aforesaid who by agreement with the employer is classified as a toolmaker.

*Welding.*

"Welder—1st class" means a tradesman using electric arc and/or oxy-acetylene blowpipe and/or coal gas cutting plant or flame hardening who is required to apply general trade experience as a welder or flame hardener respectively.

"Welder—2nd class" means an adult employee using an electric arc or oxy-acetylene blowpipe who is not a welder 1st class or welder 3rd class.

"Welder—3rd class" means an adult employee using an electric spot or butt welding machine or cutting scrap with an oxy-acetylene blowpipe.

"Heat treater" means an adult employee who is required to apply general trade experience as a heat treater and who carries out the operation of heat treatment to produce in the materials treated such requirements as hardness, toughness, ductility, resistance to abrasion, elasticity, tensile strength, machinability, and resistance to creep, and who works to limits in size, shape, and straightness in tool work.

*Smithing.*

"Other smiths" includes ajax forger, blacksmith bulldozer, Bradley hammersmith, drop hammersmith, chain smith, engine smith, general smith, motor smith, oliver smith, ship smith, spring smith, rolling stock smith, and wheelwright smith.

"Machinist—1st class (steel construction)" means an adult employee engaged solely operating one or more of the following machines:—Bending rollers, guillotines, shearing machines, hydraulic presses of over 200 tons pressure, portable drillers, portable reamers, and tappers.

"Machinist—2nd class (steel construction)" means an adult employee engaged solely operating one or more of the following machines:—Mangling, nipping and notching, roll straightening, punching, cropping, hydraulic presses of 200 tons pressure or under, stationary drillers, stationary reamers and tappers, plate edge planers, and other machines.

*Moulding.*

"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.

"Jobbing moulder" means a metal moulder engaged in floor moulding, loam moulding, strickle moulding, or moulding from loose patterns.

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

"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.

PERIODICAL ADJUSTMENT OF WAGES.

25. The wages rates set out in clause 2 are based upon the following basic wage 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 by the same amount and at the same time as such Basic Wage as prescribed by clause 26.

*Basic Wage.*

Place.	Needs Basic Wage (Adjustable).	Loading Constant.	Total Basic Wage.	Index Number Set Assigned.
Victoria—	£ s. d.	s. d.	£ s. d.	
Within 20 miles of G.P.O., Melbourne, 10 miles of G.P.O., Geelong, at Warrnambool, and within Mildura and Gippsland Districts	5 14 0	6 0	6 0 0	Melbourne
Yallourn—6s. 6d. in excess of basic wage for Melbourne.				
Elsewhere—3s. less than the contemporaneous basic wage for Melbourne.				

ADJUSTMENT OF BASIC WAGE.

26. (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, 1949, the amounts of the Basic Wage shall be as prescribed in clause 25.

(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 wages of adult females, junior females, and male juniors shall be the percentages of the contemporaneous needs basic wage prescribed for the area in which they are employed, and in addition thereto the constant and war loadings specified in clauses 3, 4, and 5 of this Determination.

MARGINAL RATES.

In addition to the basic wage provided in clause 25 the margins and loadings set out in this clause shall be the minimum rate payable to employees therein named :—

Classification.	Margins Per Week.	Loading Per Week.
<i>(a) Engineering and Brassworking Section.</i>		
	<i>s. d.</i>	<i>s. d.</i>
Angle-iron smith .. .. .	50 6	6 0
Annealer and/or case hardener .. .. .	38 6	4 0
Brassfinisher (tradesman) .. .. .	46 0	6 0
Brassfinisher (2nd class) .. .. .	33 0	4 0
Brass polisher .. .. .	27 0	3 0
Blacksmith's machinist .. .. .	25 0	3 0
Brass-smith, copper-smith, or other smith .. .. .	47 6	6 0
Fitter and/or turner .. .. .	46 0	6 0
Fitter, turbine blade .. .. .	50 6	6 0
Forger and/or faggoter .. .. .	64 6	6 0
Heat treater .. .. .	50 6	6 0
Inspector .. .. .	61 6	6 0
Key-seating machinist .. .. .	33 0	4 0
Locksmith .. .. .	46 0	6 0
Machine setter .. .. .	46 0	6 0
Machinist—1st class .. .. .	46 0	6 0
Machinist—2nd class .. .. .	33 0	4 0
Machinist—3rd class .. .. .	25 0	3 0
Marker off (i.e., a fitter the greater part of whose time is occupied in marking off) .. .. .	50 6	6 0
Motor cycle mechanic .. .. .	41 6	6 0
Motor mechanic .. .. .	46 0	6 0
Mould polisher .. .. .	22 0	3 0
Patternmaker .. .. .	60 0	5 0
Pipe fitter on low pressure work .. .. .	33 0	4 0
Process worker .. .. .	19 0	3 0
Refrigeration mechanic or serviceman .. .. .	46 0	6 0
Safe maker and/or repairer (security work) .. .. .	46 0	6 0
Scalemaker and/or adjuster .. .. .	46 0	6 0
Scientific instrument maker .. .. .	55 0	10 0
Toolmaker .. .. .	55 0	10 0
Toolsmith .. .. .	50 6	6 0
Wet stone grinder and glazier (tradesman) .. .. .	46 0	6 0
Welder—1st class (other than when using Cutler machine) .. .. .	50 6	6 0
Welder—1st class (using Cutler machine) .. .. .	35 0	4 0
Welder—2nd class .. .. .	25 0	3 0
Welder—3rd class .. .. .	21 0	3 0
Welder—tack .. .. .	23 0	3 0
Jobbing moulder and/or coremaker .. .. .	46 0	6 0
Plate and machine moulder and/or coremaker—		
1st six months' experience .. .. .	22 0	6 0
2nd six months' experience .. .. .	25 0	6 0
3rd six months' experience .. .. .	28 0	6 0
Thereafter .. .. .	33 0	6 0
Other employees with not less than three months' experience in the metal trades industry .. .. .	6 0	3 0
Employee not elsewhere classified .. .. .	Nil	3 0
<i>(b) Making or Repairing Typewriters, Bookkeeping Machines, Adding Machines, Calculating Machines, Cash Registers, Duplicating Machines and Similar Machines.</i>		
Adding, calculating and bookkeeping machine mechanic .. .. .	47 6	6 0
Cash register mechanic .. .. .	47 6	6 0
Tradesman .. .. .	46 0	6 0
First-class mechanic .. .. .	38 6	4 0
Second-class mechanic .. .. .	35 0	4 0
Process worker .. .. .	19 0	3 0
Other employees with not less than three months' experience in the metal trades industry .. .. .	6 0	3 0
Employee not elsewhere classified .. .. .	Nil	3 0

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

J. W. RYAN, Secretary.

Melbourne, 8th December, 1948.



# VICTORIA GOVERNMENT GAZETTE.

Published by Authority.

[Registered at the General Post Office, Melbourne, for transmission by post as a newspaper.]

No. 28]

TUESDAY, JANUARY 11.

[1949

Factories and Shops Acts.

## DETERMINATION OF THE NAIL MAKERS BOARD.

NOTE.—Since the 2nd July, 1946, this Determination has applied 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 26th April, 1938, has had the power to determine the lowest prices or rates which may be paid to any person (including storemen, packers, and sorters) employed in the process, trade, or business of—

- (a) making nails; (c) galvanizing;  
(b) weaving wire netting or barbed wire; (d) drawing wire;

has made the following Determination, namely:—

1. That on the 23rd December, 1948, the last previous Determination of this Board shall be revoked and replaced by this Determination.

### 2. WAGES PER WEEK OF 40 HOURS.

	s.	d.
Nail or tack tool maker .. .. .	157	0
Nail or tack machinist .. .. .	148	0
Assistant to nail or tack machinist .. .. .	143	0
Roofing nail heading machinist .. .. .	148	0
Barbed wire tool maker or machinist .. .. .	148	0
Assistant to barbed wire machinist .. .. .	143	0
Clipper or tier-up on concertina barbed wire .. .. .	142	0
Rumbler .. .. .	142	0
Galvanizer .. .. .	153	0
Pickler—Head, or where only one pickler is employed .. .. .	147	0
Assistant pickler .. .. .	141	0
Assistant working over metal pot .. .. .	147	0
Swinger .. .. .	139	0
Wire-drawing plate setter .. .. .	146	0
Wire-drawing block operator .. .. .	142	0
Tack Inspector .. .. .	142	0
Storeman, packer, or sorter .. .. .	145	0
Other employees with not less than three months' experience in the metal trades industry .. .. .	129	0
All others .. .. .	123	0

### Leading Hands.

Leading hands in charge of not less than three and not more than ten employees, 9s. per week extra; more than ten and not more than twenty employees, 18s. per week extra; more than twenty employees, 27s. per week extra.

### APPRENTICESHIP.

#### Work to be Taught.

3. (a) An apprentice shall be taught the work of each of the following occupations:—

- (1) Tool making;  
(2) Setting-up; and  
(3) Machining.

#### Contract of Apprenticeship.

(b) Every contract of apprenticeship hereinafter made shall contain—

- (i) the names of the parties;  
(ii) the date of birth of the apprentice;  
(iii) a statement of the trade or trades to which the apprentice is to be bound and which he is to be taught during the course and for the purpose of the apprenticeship;  
(iv) a covenant by the master to teach and instruct or cause the apprentice to be taught or instructed in the trade to which the apprentice is bound;  
(v) the date at which the apprenticeship is to commence or from which it is to be calculated;  
(vi) all other conditions of apprenticeship.

*Cancellation or Suspension of Indenture.*

(c) If through lack of orders or through financial difficulties an employer is unable at any time to find employment and training for an apprentice and if a transfer to another employer cannot be arranged, the obligations and duties imposed by the indenture may, with the concurrence of the apprentice and his guardian, be suspended for a period agreed upon, or if no such agreement is arrived at the indenture may with the approval of the Secretary for Labour be determined by the employer. The onus of proving circumstances justifying such determination shall be on the employer.

*Proportion.*

(d) (i) The proportion of apprentices who may be taken by an employer shall be one to every three or fraction of three tradesmen.

For the purpose of ascertaining the number of apprentices, 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.

A person who is for a term not exceeding two years taking practical training in a workshop in continuance of a course of training for professional work shall not be taken into account in calculating the proportion of apprentices to tradesmen.

(ii) An employer specially qualified to teach apprentices may, with the consent of the Secretary for Labour, on the recommendation of the Wages Board, employ a greater proportion of apprentices to tradesmen than hereinbefore specified.

Until further order, apprentices so taken shall not be counted in future calculations of the proportion of apprentices to tradesmen authorized by this Determination.

*Period of Apprenticeship.*

If an apprentice is under the age of 16 years 6 months at the time of commencing—5 years; if 16 years and 6 months or over—4 years.

*Probationary Period.*

(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.

*Wages.*

(f) The minimum weekly rates of wages for apprentices shall be the undermentioned percentages of the contemporaneous needs basic wage prescribed for the area in which they are employed, and in addition thereto the constant and war loadings specified, and in all contracts of apprenticeship hereafter made the employer shall covenant to pay wages of not less than such rates:—

The total wage of apprentices shall be calculated to the nearest sixpence, any broken part of sixpence in the result not exceeding threepence to be disregarded.

*(g) Wages per Week of 40 Hours.*

	Percentage of Needs Basic Wage.	Constant Loading.	War Loading.	Total Wage Payable.
<i>Four and Five-year Terms.</i>				
	Per Week.	Per Week.	Per Week.	Per Week.
		<i>s. d.</i>	<i>s. d.</i>	<i>s. d.</i>
1st year .. .. .	25		0 9	29 0
2nd year .. .. .	33	1 0	1 0	39 6
3rd year .. .. .	50	1 6	1 6	60 0
4th year .. .. .	83	2 0	2 3	99 0
5th year .. .. .	100	2 0	3 0	125 0
	plus 6s.			
<i>Four-year Terms.—Apprentices commencing after the Age of 16 Years 6 Months.</i>				
1st year .. .. .	29		0 9	34 0
2nd year .. .. .	50	1 0	1 6	59 6
3rd year .. .. .	83	2 0	2 3	99 0
4th year .. .. .	100	2 0	3 0	125 0
	plus 6s.			

Provided that subject to the sub-clause relating to lost time herein an apprentice on attaining the age of 21 years shall thereafter; until he has completed his apprenticeship, be paid the appropriate tradesman's rate as set out in clause 2.

On the expiration of his apprenticeship an employee who produces satisfactory evidence that he has satisfactorily completed the full term set out in his indentures shall, irrespective of the work on which he may be employed, receive the rate provided for a nail or tack tool maker.

*Hours.*

(h) The ordinary hours of employment of apprentices shall not in each workshop exceed those of the tradesmen.

*Overtime and Shift Work.*

(i) No apprentice under the age of eighteen years shall be required to work overtime or shift work unless he so desires.

*Payment by Results.*

(j) An apprentice shall not work under any system of payment by results.

*Lost Time.*

(k) The apprentice at the end of the calendar period of any year in which he has actually given service to the master upon less than the ordinary working days prescribed in this Determination, or in which he has unlawfully absented himself without the master's consent shall, for every day short of the said number of working days, and for every day of such absence, serve one day, and the calendar period of the succeeding year of his service shall not be deemed to begin until the said additional day or days shall have been served.

Provided that in calculating the extra time to be so served the apprentice shall be credited with time which he has worked during the relevant year in excess of his ordinary hours.

*Prohibition of Premiums.*

(l) An employer shall not, either directly or indirectly, or by any pretence or device receive from any person or require or permit any person to pay or give any consideration in the nature of a premium or bonus for the taking or binding of any probationer or apprentice.

*Attendance at Technical Schools.*

(m) Apprentices attending technical colleges or schools and presenting reports of satisfactory conduct shall be reimbursed all fees paid by them.

*Annual and Sick Leave.*

(n) Apprentices shall be entitled to sick and annual leave in accordance with the provisions of clauses 14 and 16 hereof respectively.

## FEMALES, MALE JUVENILE WORKERS, AND IMPROVERS.

4. Female labour may be employed at sorting or packing. The minimum rates of wage for adult and junior females and for juvenile workers and improvers shall be as follows:—

## Wages per Week of 40 Hours.

	Percentage of Needs Basic Wage.	Constant Loading.	Additional Amount.	Total Wage Payable.
<i>I.—Adult Females.</i>				
Under three months' experience .. .. .	65	s. d. 3 0	s. d. 6 0	s. d. 83 0
All others .. .. .	75	3 0	7 0	95 6
<i>II.—Junior Females.</i>				
17 years of age and under .. .. .	40	1 0	3 6	50 0
18 years of age .. .. .	47½	1 3	4 0	59 6
19 years of age .. .. .	55	1 6	4 6	68 6
20 years of age .. .. .	62½	2 0	5 0	78 0
<i>III.—Improvers and Junior Males.</i>				
Under 16 years of age .. .. .	25	0 6	2 0	31 0
16 years of age .. .. .	30	0 9	3 0	43 6
17 years of age .. .. .	47½	1 0	4 0	59 0
18 years of age .. .. .	60	1 0	5 0	74 6
19 years of age .. .. .	75	2 0	6 0	93 6
20 years of age .. .. .	90	2 0	0	111 6

Provided that the rate payable to any employee shall not, excluding the constant loading, be less than 20s.

The total wage shall be calculated to the nearest sixpence, any broken part of sixpence in the result not exceeding threepence to be disregarded.

The proportion of improvers who may be taken by an employer shall be one to every four or fraction of four tradesmen.

The minimum rate payable to a junior female of any age or a junior male of eighteen years or more each with less than six months' experience under this Determination shall, until he or she has had such six months' experience, be 10 per cent. less than the amount represented by the percentage of the needs basic wage hereby prescribed for a junior employee of his or her age and in addition thereto the constant loading prescribed for such an employee.

A female or a junior employee, who on the date of this Determination coming into force, in his or her case was entitled under the previous Determination to a rate higher than that hereby prescribed for an employee of his or her age and experience, shall be paid at not less than the rate prescribed by such previous Determination for an employee of his or her age or experience, as the case may be, until he or she completes the year or experience or of age in respect of which the last-mentioned rate is prescribed. Upon completion of such year the minimum rate of wage in his or her case shall be the rate hereby prescribed.

## SPECIAL RATES.

5. In addition to the wages prescribed in clauses 2, 3, and 4 hereof, the following special rates and allowances shall be paid to employees including apprentices and unapprenticed juniors:—

*Dirty Work.*

(a) Work which a foreman and workman shall agree is of an unusually dirty or offensive nature, 1½d. per hour extra.

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

In any case where an organization alleges that an employer or his representative is persistently unreasonable or capricious in relation to such claims, it shall have the right to bring such case before the Wages Board.

*Wet Places.*

(b) An employee working in any place where his clothing or boots become saturated, whether by water, oil, or otherwise, shall be paid 2d. per hour extra: Provided that this extra rate shall not be payable to an employee who is provided by the employer with suitable and effective protective clothing and/or footwear: And provided further that any employee who becomes entitled to this extra rate shall be paid such extra rate for such part of the day or shift as he is required to work in wet clothing or boots.

*Special Rates not Cumulative.*

(c) Where more than one of the disabilities entitling a workman to extra rates exist on the same job, the employer shall be bound to pay only one rate, namely, the highest for the disabilities so prevailing.

*Rates not Subject to Penalty Additions.*

(d) The special rates herein prescribed shall be paid irrespective of the times at which the work is performed, and shall not be subject to any premium or penalty additions.

## HOURS OF WORK.

*Day Workers.*

6. (a) The ordinary hours of work shall be 40 per week to be worked in five days of not more than 8 hours (Monday to Friday inclusive) and one day (Saturday) of not more than 4 hours; or five days (Monday to Friday inclusive) of 8 hours each continuously except for meal breaks at the discretion of the employer, between 7 a.m. and 5.30 p.m. on Monday to Friday inclusive, and 7 a.m. and noon on Saturday.

In localities where the recognized half-holiday is on a day other than Saturday the day so recognized may be substituted for Saturday for all the purposes of this Determination.

Provided that the spread of hours or the daily hours prescribed may be altered as to all or a section of the employees by mutual agreement between an employer and the representative of the union in that shop.

*Five-Days' Week.*

(b) In any case in which the ordinary week's work of 40 hours can be performed in five days as aforesaid without—

- (i) detriment to the public interest;
- (ii) loss in the value of goods handled or to be handled;
- (iii) reducing the efficiency of production; or
- (iv) reducing the efficacy of the necessary service,

the employer shall allow those employees who so desire to do so to work their ordinary hours in five days as aforesaid. Any dispute as to whether the ordinary hours of work can in any case or cases be worked in five days without detriment, loss, or reduction as aforesaid shall be determined by the Wages Board upon application made by or on behalf of the employees. Upon such an application proof that the working of a five-days' week will result in such detriment, loss or reduction as aforesaid shall be upon the employer.

This sub-clause shall not apply to employees engaged on the maintenance and servicing of plant.

It is a condition of the allowing of a five-days' week hereunder that if required employees shall comply with the reasonable and lawful orders of the employer as to working overtime, including the working of overtime on Saturday.

## SHIFT WORK.

*Definitions.*

7. (a) For the purposes of this clause:—

- "Afternoon shift" means any shift finishing after 6 p.m. and at or before midnight.
- "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 or due to unavoidable causes beyond the control of the employer.
- "Night shift" means any shift finishing subsequent to midnight and at or before 8 a.m.
- "Rostered shift" means a shift of which the employee concerned has had at least 48 hours' notice.

*Hours—Continuous Work Shifts.*

(b) 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) 8 in any one day; or
- (ii) 48 in any one week; or
- (iii) 88 in 14 consecutive days; or
- (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 not more than eight hours, inclusive of crib time;
- (ii) except at the regular change-over of shifts, an employee shall not be required to work more than one shift in each 24 hours;
- (iii) twenty minutes shall be allowed to shift workers each shift for crib, which shall be counted as time worked.

*Hours—Other than Continuous Work.*

(c) This sub-clause shall apply to shift workers not upon continuous work as hereinbefore defined. The ordinary hours of such shift workers shall not exceed—

- (i) 40 in any week to be worked in five shifts of 8 hours on Monday to Friday inclusive, or five shifts of not more than 8 hours and one shift (Saturday) of not more than 4 hours, or
- (ii) 80 in fourteen consecutive days in which case an employee shall not, without payment for overtime, be required to work more than eight consecutive hours on any shift or more than six shifts in any week, or
- (iii) 120 in 21 consecutive days, in which case an employee shall not, without payment for overtime, be required to work more than eight consecutive hours on any shift or more than six shifts in any week.

Such ordinary hours shall be worked continuously except for meal breaks at the discretion of the employer. An employee shall not be required to work for more than six hours without a break for a meal.

Except at regular change over of shifts an employee shall not be required to work more than one shift in each 24 hours.

*Rosters.*

(d) Shift rosters shall specify the commencing and finishing times of ordinary working hours of the respective shifts.

*Variation by Agreement.*

(e) The method of working shifts may in any case be varied by agreement between the employer and the accredited representative of the union to suit the circumstances of the establishment.

The time of commencing and finishing shifts once having been determined may be varied by agreement between the employer and the accredited representative of the union to suit the circumstances of the establishment, or in the absence of agreement by seven days' notice of alteration given by the employer to the employees.

*Afternoon or Night Shift Allowances.*

(f) Shift workers on continuous work whilst on afternoon or night shifts shall be paid  $7\frac{1}{2}$  per cent. more than the ordinary rates for such shifts.

Shift workers on other than continuous work whilst on afternoon or night shifts shall be paid 10 per cent. more than the ordinary rates for such shifts.

Shift workers who work on any afternoon or night shift which does not continue for at least five successive afternoons or nights in a five-day workshop or for at least six successive afternoons or nights in a six-day workshop shall be paid at the rate of time and a half.

An employee who—

- (i) during a period of engagement on shift works night shift only; or
- (ii) remains on night shift for a longer period than four consecutive weeks; or
- (iii) works on a night shift which does not rotate or alternate with another shift or with day work so as to give him at least one-third of his working time off night shift in each shift cycle,

shall during such engagement, period or cycle, be paid at the rate of time and a quarter for all time worked during ordinary working hours on such night shifts.

(f*i*) The minimum rate to be paid to any shift worker for work performed between midnight on Friday and midnight on Saturday shall be time and a quarter. Such extra rate to be in substitution for and not cumulative upon the shift premiums prescribed in the first and second paragraphs of sub-clause (f) hereof.

*Overtime.*

(g) 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—

- (i) if employed on continuous work be paid at the rate of double time; or
- (ii) if employed on other shift work at the rate of time and a half for the first four hours and double time thereafter, except in each case when the time is worked—
- (iii) by arrangement between the employees themselves;
- (iv) for the purpose of effecting the customary rotation of shifts; or
- (v) is due to the fact that the relief man does not come on duty at the proper time; or
- (vi) 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 13 (b) hereof.

Provided that when not less than eight hours' notice has been given to the employer by the relief man that he will be absent from work and the employee whom he should relieve is not relieved, the unrelieved employee shall be paid at the rate of time and a half for the first four hours on duty after he has finished his ordinary shift and at the rate of double time thereafter except where the employee is required to continue to work on his rostered day off when he shall be paid double time.

*Compulsory Overtime.*

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

*Sundays and Holidays.*

(h) Shift workers on continuous work shifts for work done on a rostered shift the major portion of which is performed on a Sunday or holiday shall be paid at the rate of time and a half.

Shift workers on other than continuous work for all time worked on a Sunday or holiday shall be paid at the rates prescribed by clause 10 of this Determination. Where shifts commence between 11 p.m. and midnight on a Sunday or holiday the time so worked before midnight shall not entitle the employee to the Sunday or holiday rate; provided that the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or holiday and extending into a Sunday or holiday shall be regarded as time worked on such Sunday or holiday.

*Junior and Female Employees.*

(i) Female shift workers, apprentices or juniors whilst on afternoon or night shifts shall be paid not less than the rates hereinbefore prescribed or 1s. per shift whichever is the higher.

*MIXED FUNCTIONS.*

8. 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.*

9. (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 or sub-clause (b) hereof in computing overtime each day's work shall stand alone.

*Rest Period After Overtime.*

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

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.

*Call Back.*

(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 purposes 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.

*Saturday Work—Five-Days' Week.*

(d) A day worker on a five-days' week required to work overtime on a Saturday shall be afforded at least three hours' work or paid for three hours at the appropriate rate except where such overtime is continuous with overtime commenced on the day previous.

*Standing By.*

(e) 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.

*Meal Hours—General.*

(f) For work done during meal hours and thereafter until a meal-hour 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.

*Meal Hours—Maintenance Employees.*

(g) Subject to the provisions of the second part of sub-clause (f) 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.

*Crib Time.*

(h) 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.

Provided that where a day worker on a five-days' week is required to work overtime on a Saturday the first prescribed crib time shall, if occurring between 10 a.m. and 1 p.m., be paid at ordinary rates.

Unless the period of overtime is less than one and a half hours an employee before starting overtime after working ordinary hours shall 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.

*Tea Money.*

(i) 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.

*Transport of Employees.*

(j) When an employee, after having worked overtime, or a shift for which he has not been regularly rostered, finishes 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.

*Compulsory Overtime.*

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

## HOLIDAYS AND SUNDAY WORK.

10. (a) Employees shall be entitled to the following public holidays without loss of pay as regards employees on weekly hiring:—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 paid days respectively. Provided that Christmas Day and Boxing Day, shall for the year, 1948, be deemed to fall on the 27th and 28th days of December, 1948, respectively, and that New Year's Day for the year, 1949, shall be deemed to fall on the 3rd day of January, 1949. Any employer who has given to his employees notice under paragraph (j) of sub-clause (m) of clause 15 of this Determination of his intention to close down his plant or section or sections thereof for the purpose of allowing annual leave may alter the date of such intended closing down by substituting a date no more than two days earlier than the date of which notice was given upon giving at least one week's notice of such alteration.

By agreement between any employer and his employees, other days may be substituted for the said days or any of them as to such employer's undertaking.

(b) An employee not engaged on continuous work shall be paid at the rate of double time for work done on Sunday and public holidays, such double time to continue until he is relieved from duty:

Provided that where employees are necessarily engaged in repairs to or renewals of their employer's plant and machinery necessary for resumption of work the next following working day, work done on holidays shall be paid for at the rate of time and a half for the first eight hours and double time thereafter.

(c) An employee, other than a casual employee, not engaged in continuous work who works on a Sunday or a public holiday and (except for meal breaks) immediately thereafter continues such work shall, on being relieved from duty be entitled to be absent until he has eight consecutive hours off duty, without deduction of pay for ordinary time of duty occurring during such absence.

(d) Employees, other than on shift, required to work on Sundays or public holidays shall be paid for a minimum of three hours' work.

## EXTRA RATES NOT CUMULATIVE.

11. Extra rates in this Determination, except rates prescribed in clause 5, are not cumulative so as to exceed the maximum of double the ordinary rates.

## PAYMENT OF WAGES.

12. (a) Wages shall be paid weekly or fortnightly.

(b) On the first pay day occurring during his employment, an employee shall be paid whatever wages are due to him up to the completion of his work on the previous day: Provided that this sub-clause shall not apply to employers who make a practice of allowing advances to employees approximating wages due.

(c) Upon determination of the employment wages due to an employee shall be paid to him on the day of such determination, or forwarded to him by post on the next working day.

(d) An employee kept waiting for his wages on pay day for more than a quarter of an hour after the usual time for ceasing work shall be paid at overtime rates after that quarter hour, with a minimum of a quarter of an hour.

(e) 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.

## CONTRACT OF EMPLOYMENT.

*Weekly Employment.*

13. (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 employees 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 14 hereof lose his pay for the actual time for such non-attendance.

*Casual Employment.*

(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 for the work which he or she performs, plus 10 per cent.

*Late Comers.*

(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.

14. (a) An employee on weekly hiring 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 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 Wages Board) 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.

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.

*Single Day Absences.*

(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.

*Cumulative Sick Leave.*

(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.

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



*Attendance at Hospital, &c.*

(d) 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.

**ANNUAL LEAVE.***Period of Leave.*

15. (a) 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 on weekly hiring 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 10 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 the period of annual leave time equivalent to the ordinary time which the employee would have worked if such a day had not been a holiday.

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 employee and the employer 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. A notification given by an employee pursuant to clause 14 shall be accepted as a notification under this sub-clause.

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 purposes 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 to each union whose members have participated in such concerted or collective absenteeism a copy of same 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-clauses (l) and (m) 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 10 of this Determination.

*Payment for Period of Leave.*

(k) Each employee before going on leave shall be paid two weeks' wages, except a shift worker or an employee taking his leave pursuant to sub-clause (d) of this clause either of whom 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 periods. For the purposes of this sub-clause and sub-clause (l) hereof, wages shall be at the rate prescribed by clause 2, 3, and 4 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 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 subject to sub-clause (f) hereof 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.  
Provided that all time during which an employee is stood off without pay for the purposes of this sub-clause shall be deemed to be time of service in the next twelve-monthly qualifying period.
- (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) of this clause subject to adjustment for any proportionate leave which he may have been allowed as aforesaid.

MISCELLANEOUS.

*Accommodation and Conveniences.*

*Boiling Water.*

16. (a) (i) Employers shall provide boiling water for employees at meal times.

*Drinking Water.*

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

*First-Aid Outfit.*

(iii) In each workshop, and at other places where employees are regularly employed, the employer shall provide and continuously maintain at a place or places reasonably accessible to all employees an efficient first-aid outfit.

Clause 8 of Chapter 9 of the Regulations under the *Factories and Shops Act 1928* requires that a first-aid ambulance chest shall be kept in some accessible place upon the premises, and that such chest shall be equipped and supplied with the following articles :—

Articles.	Quantities to be kept in Ambulance Chest.
Antiseptic solution .. .. .	1 bottle
Bandages, cotton and gauze .. .. .	1 dozen assorted sizes
Castor oil .. .. .	2 oz.
Iodine, tincture of .. .. .	2 oz.
Manual, first-aid .. .. .	1
Petroleum, carbolized .. .. .	1 jar
Picric acid solution, made according to the following recipe or prescription :—	
1½ teaspoonful of powdered picric acid, 3 oz. of absolute alcohol, and 2 pints of distilled water ..	1 pint
Pins, safety .. .. .	1 packet
Sal volatile .. .. .	6 oz.
Scissors .. .. .	1 pair
Tourniquet .. .. .	1
Tweezers .. .. .	1 pair
Cotton, absorbent .. .. .	An adequate assortment
Gauze, sterilized, plain .. .. .	
Lint, absorbent .. .. .	
Plaster, adhesive .. .. .	

*Lockers.*

(iv) An employer shall at some reasonably convenient place on his premises provide a suitable locker for each employee in his workshop, or hanging facilities which afford reasonable protection for employees' clothes. In any case in which compliance with this paragraph necessitates the provision of lockers or new or improved hanging facilities, they shall be provided by the 1st July, 1946, unless the employer proves to the satisfaction of the Wages Board that he is unable by reason of shortage of material or labour or any other difficulties to provide such new or improved facilities, in which case their provision may be postponed for such period or periods as the Wages Board determines.

*Washing and Sanitary Conveniences.*

(v) Employers shall provide proper and sufficient washing and sanitary conveniences.

*Clothing, Equipment, and Tools.*

*Damage to Clothing and Tools.*

(b) (i) 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.

*Goggles.*

(ii) 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.

*Protective Clothing—Galvanizing, &c.*

(iii) Employers shall provide suitable protective aprons, rubber gloves, and rubber boots or clogs, to employees engaged in the manual handling of materials over hot galvanizing or tinning pots or pickling or plating baths.

*Tools.*

(iv) Until further order the employer shall provide for each employee such tools as were customarily provided at the time of the making of this Determination. The employee shall replace or pay for any tools so provided if lost through his negligence.

*Females—Rest Period and Seats.*

(c) Female employees shall be allowed a rest period of not less than ten minutes during each day or shift, to be taken during the first or second half of the day or shift as may be decided by a majority of the female employees in a shop.

When requested by employees and where practicable suitable seats shall be provided by the employer for female employees.

*Ventilation.*

(d) While any work is being carried on in any confined or enclosed space in which—

(i) fumes, gases, dust or vapours which may be dangerous or injurious are liable to be present or to be generated in the course of the work; or

(ii) the atmosphere may otherwise become vitiated,

the employer shall install a suction exhaust apparatus, through which by means of a power-driven fan air is drawn from the vicinity of the work in relation to which it is installed.

Where it is impracticable to install such suction exhaust apparatus the employer shall take all such steps as are necessary to ensure safe working conditions in any such confined or enclosed space.

This sub-clause shall not be deemed to be inconsistent with the Harmful Gases, Vapours, Mists, Smokes and Dust Regulations 1945 (published in the *Victoria Government Gazette* No. 21, dated 7th February, 1945) and shall not apply to any processes or occupations to which those Regulations apply.

**SHOP STEWARDS.**

7. An employee appointed 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 the employer or his representative on matters affecting employees whom he represents.

**RIGHT OF ENTRY OF UNION OFFICIALS.**

18. (a) For the purpose of interviewing employees on legitimate union business, a duly accredited union representative shall have the right to enter employers' premises during the midday meal break on the following conditions:—

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

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

(iii) That not more than one representative of each of not more than three unions be on the premises at any one time.

(iv) That no one representative visit the premises more than once in each week.

(v) That if any employer alleges that a representative is unduly interfering with his work 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, but the representative shall have the right to bring such refusal before the Wages Board:

Provided that where certain employees are working under a system of shift work which precludes a representative from interviewing them during the midday meal break 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 or, failing agreement, at such times and under such conditions as the Wages Board may decide.

(b) For the purpose of investigating complaints concerning the application of this Determination, or the employment of females upon work which is alleged to be unsuitable for females, 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:—

(i) That he discloses to the employer or his representative the complaint which he desires to investigate.

(ii) That he makes his investigations in the presence of the employer or his representative (if the employer so desires).

(iii) That he does not interfere with work proceeding in the workshop or plant.

(iv) That he conducts himself properly.

(c) A union representative shall be a duly accredited representative of an organization concerned if he be the holder for the time being of a certificate, signed by the general secretary of that organization and bearing the seal of that organization, in the following form, or in a form not materially differing therefrom:—

(Name of organization.)

This is to certify that  
organization.

is a duly accredited representative of the abovenamed

General Secretary.

(SEAL)

Date—

Specimen signature of holder—

Strictly not transferable.

**TIME AND WAGES BOOK.**

19. (a) Each employer shall keep a record from which can be readily ascertained 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 record 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 when entering or leaving the employer's premises.

(c) The time and wages record shall be open for inspection to a duly accredited union official 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 one fortnight at the same establishment.

(d) The official making such inspection shall be entitled to take a copy of entries in a time and wages record relating to the suspected breach of the Determination.

**NOTICE BOARD.**

20. The employer shall permit a notice board of reasonable dimensions to be erected in a prominent position in his establishment, upon which accredited union representatives shall be permitted to post formal union notices, signed or countersigned by the representative posting same.

GENERAL DEFINITIONS.

21. For the purposes of this Determination the following definitions shall apply:—

- “Sunday” means all time between midnight Saturday and midnight Sunday.
- “Year” means the period between the 1st day of June in each year and the next 31st day of May.
- “Nail or tack tool maker” means an employee who makes and fits all tools used in nail, staple, or tack making machines.
- “Nail or tack machinist” means an adult employee who is in charge of and sets up machines to produce the various types of nails and/or tacks. He is also responsible for the quality of the product.
- “Assistant to nail or tack machinist” is one who brings up wire to machines, and assists machinist in feeding machines and removing finished products.
- “Barbed wire tool maker or machinist” means an employee who makes, grinds, and fits tools used in, and is in charge of barbed wire making machines. He is also responsible for the quality of the product.
- “Assistant to barbed wire machinist” is one who feeds material and spools into barbed wire machines, stands by, adjusts tension, cuts off and removes finished products.
- “Tradesman” is a person employed as a toolmaker and/or a setter-up and/or a machinist, receiving not less than the appropriate rate set out in clause 2.
- “Improver” is any junior employee other than an apprentice or a juvenile worker as defined.
- “Juvenile worker” means a male person under 21 years of age (other than an apprentice or an improver) employed in assisting rumbler, sawdusting, filling ladles, washing, scrubbing, drying, brushing off, sorting, packing, watching nail machines or barbed wire machines, wiring nail machines or barbed wire machines, watching and feeding tack machines, attending nail-rolling machines, attending horseshoe nail-heading machines, attending horseshoe nail-pointing machines, attending roofing nail-heading machines.

PERIODICAL ADJUSTMENT OF WAGES.

22. The wages rates set out in clause 2 are based upon the following basic wage 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 23.

Basic Wage.

Place.	Needs Basic Wage (Adjustable).	Loading Constant.	Total Basic Wage.	Index Number Set Assigned.
	£ s. d.	s. d.	£ s. d.	
Victoria .. .. .	5 14 0	6 0	6 0 0	Melbourne

ADJUSTMENT OF BASIC WAGE.

23. (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, 1949, the amounts of the Basic Wage shall be as prescribed in clause 22.

(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 .037 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.

Marginal Rates.

In addition to the basic wage provided in clause 22 the margins and wartime loadings set out in this clause shall be the minimum rate payable to employees therein named:—

Classification.	Margins per Week.	Wartime Loadings per Week.
	s. d.	s. d.
Nail or tack maker .. .. .	33 0	4 0
Nail or tack machinist .. .. .	25 0	3 0
Assistant to nail or tack machinist .. .. .	20 0	3 0
Roofing nail heading machinist .. .. .	25 0	3 0
Barbed wire tool maker or machinist .. .. .	25 0	3 0
Assistant to barbed wire machinist .. .. .	20 0	3 0
Clipper or tier-up on concertina barbed wire .. .. .	19 0	3 0
Rumbler .. .. .	19 0	3 0
Galvanizer .. .. .	30 0	3 0
Pickler—Head, or where only one pickler is employed .. .. .	24 0	3 0
Assistant pickler .. .. .	18 0	3 0
Assistant working over metal pot .. .. .	24 0	3 0
Swinger .. .. .	16 0	3 0
Wire drawing plate setter .. .. .	23 0	3 0
Wire drawing block operator .. .. .	19 0	3 0
Tack Inspector .. .. .	19 0	3 0
Storeman, packer, or sorter .. .. .	22 0	3 0
Other employees with not less than three months’ experience in the metal trades industry .. .. .	6 0	3 0
All others .. .. .	Nil	3 0

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

J. W. RYAN, Secretary.

Melbourne, 8th December, 1948.



VICTORIA  
GOVERNMENT GAZETTE.

Published by Authority.

[Registered at the General Post Office, Melbourne, for transmission by post as a newspaper.]

No. 29]

TUESDAY, JANUARY 11.

[1949

Factories and Shops Acts.

DETERMINATION OF THE ENGINEERS AND BRASSWORKERS (UNSKILLED)  
BOARD.

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

(b) On the 2nd December, 1941, the Board was deprived of the power to determine the lowest prices or rates which may be paid to any person employed in the process trade or business of producing rods, bars, sections, angles, sheets, strips, or ingots from brass, copper, or other non-ferrous metals, and such power was conferred exclusively on the Non-Ferrous Metals Board.

IN accordance with the provisions of the Factories and Shops Acts, the Wages Board which now has the power to determine the lowest prices or rates which may be paid to—

(1) any unskilled persons employed—

(a) in the process, trade, or business of a brassfounder or brassfinisher, or in the process, trade, or business of a brassfounder or brassfinisher of any electrical apparatus or machinery or parts thereof;

(b) in the process, trade, or business of a mechanical engineer, including—

- (1) a patternmaker;
- (2) an iron or brass turner;
- (3) a fitter;
- (4) a blacksmith;
- (5) a planer;
- (6) a slotter;
- (7) a borer;
- (8) a milling machiner;

(c) in the trade of a maker of scientific instruments, fireproof safes, strongroom doors, safe locks (four or more levers), or locks of the same quality;

(d) in performing any engineering fitting or engineering machining work not already under the jurisdiction of the Board;

(e) in preparing iron or steel material for reinforcing concrete for building or other purposes;

(f) in the occupation of a coppersmith, but not including any person or classes of persons subject either to the Determination of the Tinsmiths Board or to the Determination of the Plumbers Board;

(g) in the trade of moulding, casting, dressing, fitting, or machining any articles made of cast aluminium or from aluminium alloys;

(h) in the trade of fitting or machining any articles made from sheet aluminium or from aluminium alloy sheets heavier in either case than 10 gauge;

(i) in the process, trade, or business of making or repairing typewriters, bookkeeping machines, adding machines, calculating machines, cash registers, duplicating machines, and similar machines.

(2) Any person or persons or classes of persons employed in the trade of manufacturing or preparing lead and shot; has made the following Determination, namely—

1. That on the 23rd December, 1948, the last previous Determination of this Board shall be revoked and replaced by this Determination.

2. WAGES PER WEEK OF 40 HOURS.

Adults.	Within 20 miles of G.P.O., Melbourne, 10 miles of G.P.O., Geelong, at Warramboul, and within Mildura and Gippsland Districts.	At Yallourn.	Other Parts of Victoria.
	£ s. d.	£ s. d.	£ s. d.
(a) Ironworking and General—			
Assembler (leading hand) .. .. .	7 5 0	7 11 6	7 2 0
Assembler (assistant) .. .. .	7 0 0	7 6 6	6 17 0
Attendant at small rivet heating, bolt heating or similar types of fires or furnaces .. .. .	7 5 0	7 11 6	7 2 0
Belt repairer .. .. .	7 3 0	7 9 6	7 0 0
Blacksmith's striker .. .. .	7 3 0	7 9 6	7 0 0
Blacksmith's striker on double fires and other assistant .. .. .	7 5 0	7 11 6	7 2 0
Block and tackle hand .. .. .	7 5 0	7 11 6	7 2 0
Boiler (inside) chipper and cleaner .. .. .	7 9 0	7 15 6	7 6 0
Cold saw operator .. .. .	7 5 0	7 11 6	7 2 0
Die caster .. .. .	7 8 0	7 14 6	7 5 0
Dogman .. .. .	7 5 0	7 11 6	7 2 0
*Dresser and grinder using portable machine .. .. .	7 7 0	7 13 6	7 4 0
*Dresser, shot blast and sand blast—			
(a) who operates from outside a properly enclosed cabin .. .. .	7 3 0	7 9 6	7 0 0
(b) other .. .. .	7 13 0	7 19 6	7 10 0
*Dresser and grinder (other) .. .. .	7 5 0	7 11 6	7 2 0
*Emery wheel attendant .. .. .	7 5 0	7 11 6	7 2 0
*Employee directly assisting an employee whose margin above the basic wage is 25s. or more .. .. .	7 3 0	7 9 6	7 0 0
Forge assistant, i.e., underhand, hammer driver, and crane man, employed on work 10 cwt. or over .. .. .	7 7 0	7 13 6	7 4 0
Forger's assistant .. .. .	7 5 0	7 11 6	7 2 0
Friction saw operator .. .. .	7 3 0	7 9 6	7 0 0
Furnaceman—forge .. .. .	8 7 6	8 14 0	8 4 6
Furnaceman's assistant—forge .. .. .	7 5 0	7 11 6	7 2 0
*Furnaceman—electric .. .. .	7 14 0	8 0 6	7 11 0
*Furnaceman—other (excepting cupola furnaceman) .. .. .	7 9 0	7 15 6	7 6 0
*Furnaceman's assistant .. .. .	7 3 0	7 9 6	7 0 0
*Grinding machine or emery wheel operator .. .. .	7 5 0	7 11 6	7 2 0
Hammer driver .. .. .	7 5 0	7 11 6	7 2 0
Lagger .. .. .	7 3 0	7 9 6	7 0 0
Machinist—3rd class (as defined) .. .. .	7 8 0	7 14 6	7 5 0
Overhead oiler .. .. .	7 3 0	7 9 6	7 0 0
Painter of ironwork, using spray .. .. .	7 4 0	7 10 6	7 1 0
Painter of ironwork (other than ship painter) using brush .. .. .	7 3 0	7 9 6	7 0 0
Person employed in preparing iron or steel material for reinforcing concrete for building or other purposes—			
On bending and cutting machines .. .. .	7 5 0	7 11 6	7 2 0
On bending and cutting machines (assistant) .. .. .	7 2 0	7 8 6	6 19 0
On steel fabric machines .. .. .	7 5 0	7 11 6	7 2 0
On steel fabric machines (assistant) .. .. .	7 0 0	7 6 6	6 17 0
Person working with hammer 14 lb. weight or over—			
On repair work .. .. .	7 13 3	7 10 6	7 10 3
On other work .. .. .	7 5 3	7 11 9	7 2 3
Pickler .. .. .	7 3 0	7 9 6	7 0 0
Piler .. .. .	7 5 0	7 11 6	7 2 0
Process worker .. .. .	7 2 0	7 8 6	6 19 0
Rigger and/or splicer .. .. .	7 9 0	7 15 6	7 6 0
Tar dipper .. .. .	7 3 0	7 9 6	7 0 0
Other employees with not less than three months' experience in the metal trades industry .. .. .	6 9 0	6 15 6	6 6 0
Employee not elsewhere classified .. .. .	6 3 0	6 9 6	6 0 0
(b) Manufacturing or preparing lead and shot—			
Pipe trap machine operator .. .. .	7 18 0	8 4 6	7 15 0
Roller .. .. .	7 11 0	7 17 6	7 8 0
Extrusion press operator .. .. .	7 10 0	7 16 6	7 7 0
Melter of lead alloys .. .. .	7 3 0	7 9 6	7 0 0
Lead wool machinist .. .. .	7 2 0	7 8 6	6 19 0
Molten metal feeder and/or mixer for shot .. .. .	7 2 0	7 8 6	6 19 0
Roller's assistant .. .. .	7 3 0	7 9 6	7 0 0
Pipe trap machine operator's assistant .. .. .	7 3 0	7 9 6	7 0 0
Extrusion press operator's assistant .. .. .	7 2 0	7 8 6	6 19 0
Other employees with not less than three months' experience in the metal trades industry .. .. .	6 9 0	6 15 6	6 6 0
All others .. .. .	6 3 0	6 9 6	6 0 0

\* When these employees are employed in foundries the rates herein prescribed shall be increased by 5s. per week (i.e., a further loading of 3s. and an additional margin of 2s.)

*Leading Hands.*

Leading hands in charge of not less than three and not more than ten employees, 9s. per week extra; more than ten and not more than twenty employees, 18s. per week extra; more than twenty employees, 27s. per week extra.

*Ship Repairing.*

Employees covered by this Determination who are engaged on ship repairs shall receive an additional margin of 3s. per week.

**TRADESMEN IN LARGE POWER HOUSES.**

Tradesmen and/or welders, and their assistants employed in large operating power houses (i.e., power houses developing more than 8,000 kilowatts), other than those not on the regular staff, engaged on new construction work, shall be paid 6s. per week extra, and other unapprenticed juniors 3s. per week extra; such amount shall be deemed to include all special rates prescribed in clause 4.

This allowance shall continue to be payable to tradesmen attached to the staffs of such power houses while carrying out repairs or maintenance in rotary converter sub-stations which are in regular operation.

Provided that an employee detailed to act as leading hand in charge of two other adult employees working away from power station or workshop (one of whom is of the same classification as himself) shall be paid 6s. per week extra.

## FEMALES AND UNAPPRENTICED MALE JUNIORS.

3. (a) Subject to the exceptions hereinafter provided, the minimum rates of wage for adult and junior females employed in manufacturing and assembling of small parts of electrical and other machinery and appliances, and in core making, in which females were employed on the 15th May, 1935, and for unapprenticed male juniors employed in occupations for which apprenticeship is not provided by this Determination, shall be as follows :—

## WAGES PER WEEK OF 40 HOURS.

—	Percentage of Needs Basic Wage.	Constant Loading.	War Loading.	Additional Amount.	Total Wage Payable.		
					Within 20 miles of G.P.O., Melbourne, within 10 miles of G.P.O., Geelong, at Warrnambool, and within Mildura and Gippsland Districts.	At Yallourn.	Other Parts of Victoria.
	Per Week.	Per Week.	Per Week.	s. d.	£ s. d.	£ s. d.	£ s. d.
<i>I.—Adult Females.</i>							
Under three months' experience .. ..	65	3 0	..	6 0	4 3 0	4 7 6	4 1 0
All others .. ..	75	3 0	..	7 0	4 15 6	5 0 6	4 13 0
<i>II.—Junior Females.</i>							
17 years of age and under	40	1 0	..	3 6	2 10 0	2 12 6	2 9 0
18 years of age ..	47½	1 3	..	4 0	2 19 6	3 2 6	2 18 0
19 years of age ..	55	1 6	..	4 6	3 8 6	3 12 6	3 7 0
20 years of age ..	62½	2 0	..	5 0	3 18 0	4 2 6	3 16 6
<i>III.—Junior Males.</i>							
Under 16 years of age ..	25	0 6	..	2 0	1 11 0	1 12 6	1 10 0
16 years of age ..	35	0 9	..	3 0	2 3 6	2 6 0	2 2 6
17 years of age ..	47½	1 0	..	4 0	2 19 0	3 2 0	2 17 6
18 years of age ..	60	1 0	..	5 0	3 14 6	3 18 6	3 12 6
19 years of age ..	75	2 0	..	6 0	4 13 6	4 18 6	4 11 0
20 years of age ..	90	2 0	..	7 0	5 11 6	5 17 6	5 9 0
<i>IV.—Junior Males (Foundries).</i>							
Under 16 years of age ..	25	0 6	1 0	2 0	1 12 0	1 13 6	1 11 0
16 years of age ..	33	0 9	1 9	2 6	2 2 6	2 5 0	2 1 6
17 years of age ..	60	1 0	3 0	5 0	3 17 6	4 1 6	3 15 6
18 years of age ..	75	2 0	4 0	6 0	4 17 6	5 2 6	4 15 0
19 years of age and over	90	2 6	4 6	7 0	5 16 6	6 2 6	5 14 0

A junior employee of eighteen years or more shall be paid 3s. per week in addition to the rates prescribed herein while he is employed as a furnaceman or assistant to a furnaceman.

Provided that the rate payable to any employee shall not, excluding the constant loading, be less than 20s. The total wage shall be calculated to the nearest sixpence, any broken part of sixpence in the result not exceeding threepence to be disregarded.

(b) Except in the case of employees in foundries, the minimum rate payable to a junior female of any age or a junior male of eighteen years or more each with less than six months' experience under this Determination shall, until he or she has had six months' experience, be 10 per cent. less than the amount represented by the percentage of the needs basic wage hereby prescribed for a junior employee of his or her age and in addition thereto the constant loading prescribed for such an employee :

Provided that this sub-clause shall not operate to reduce the rates paid to any female employee as from the beginning of the first pay period to commence in August, 1942.

(c) Junior employees employed on the following machines or operations shall be paid at not less than the appropriate adult minimum rates :—

- (i) Angle-iron cropping where the material weighs more than 3½ lb. per foot and is not clamped.
- (ii) Assisting steel furnace ladleman other than in daubing or repairing ladles.
- (iii) Assisting storeman racking and/or loading and/or unloading off vehicles of heavy steel plates, bars or sections.
- (iv) Breaking up pig iron.
- (v) Carrying material to or from cupola forge or electric steel furnace or using the slicer or hanging on to end of a bloom. This shall not apply in the case of junior moulders.
- (vi) Cutting out and punching rivets on plates.
- (vii) Cutting plates by means of hammer and cold set.
- (viii) Holding up rivets over ¼ in. diameter.
- (ix) Passing hot rivets in confined spaces.
- (x) Plate edge planers in structural steel or shipbuilding yards where the operator travels on the machine.
- (xi) Punching machines handling plates weighing more than 84 lb.
- (xii) Shearing machines other than guillotine plate shearers, handling plates weighing more than 84 lb.

(d) Junior employees shall not be employed :—

- (i) if under the age of 16 years—  
on oil or gas burners or fires used for heating of small articles ; or  
using electric arc or oxy-acetylene blow pipe, or
- (ii) if under 18 years of age—  
as furnaceman or assistant to furnaceman ; or  
as a roller, extrusion press operator, pipe trap machine operator, roller's assistant or as a melter.

## SPECIAL RATES.

4. In addition to the wages prescribed in clauses 2 and 3 hereof, the following special rates and allowances shall be paid to employees, and unapprenticed juniors :—

*Boiling-down Works.*

- (a) Working in boiling-down works—1d. per hour extra.

*Cold Places.*

(b) Working for more than one hour in places where the temperature is reduced by artificial means below 32 degrees Fahrenheit—1½d. per hour extra. Where the work continues for more than two hours, employees shall be entitled to a rest period of twenty minutes every two hours without loss of pay.

*Confined Spaces.*

(c) Working in confined space (as defined)—3d. per hour extra.

*Dirty Work.*

(d) Work, other than ship repair work, which a foreman and workman shall agree is of an unusually dirty or offensive nature—1½d. per hour extra.

Ship repair work which a foreman and workman shall agree is of an unusually dirty or offensive nature—3d. per hour extra.

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

Any dispute arising under this sub-clause as to whether the work is of an unusually dirty or offensive nature shall be determined by the Wages Board.

*Height Money.*

(e) Assistants to welders and drillers engaged in the erection, repair, and/or maintenance of steel frame buildings, bridges, gasometers, and similar structures, at a height of 50 feet or more directly above the nearest horizontal plane, shall be paid at the rate of 6s. per week extra.

*Hot Places.*

(f) Working for more than one hour in the shade in places where the temperature is raised by artificial means to between 115 and 130 degrees Fahrenheit, 1½d. per hour extra; in places where the temperature exceeds 130 degrees Fahrenheit, 3d. per hour extra. Where work continues for more than two hours in temperatures exceeding 130 degrees Fahrenheit, employees shall also be entitled to twenty minutes' rest after every two hours' work without deduction of pay. The temperature shall be decided by the foreman of the work after consultation with the employees who claim the extra rate.

*Lead Works.*

(g) Working in lead works (except manufacturing or preparing lead and shot), 1d. per hour extra.

*Meat Digestors and Oil Tanks.*

(h) Working on repairs in oil tanks or meat digestors—1½d. per hour extra. Provided that if any employee is so engaged for more than half of one day or shift he shall be paid the prescribed allowance for the whole day or shift.

*Sanitary Works.*

(i) Working in sanitary works—1d. per hour extra.

*Slag Wool.*

(j) Employees handling loose slag wool, loose insul wool or other loose material of a like nature used for providing insulation against heat, cold or noise, shall when so employed on ship construction or ship repairing or on the construction, repair or demolition of furnaces, walls, floors and/or ceilings be paid 4d. per hour extra.

*Slaughtering Yards.*

(k) Working in slaughtering yards—1d. per hour extra.

*Smoke Boxes, &c.*

(l) Working on repairs to smoke-boxes or fire-boxes of locomotives or on repairs to the smoke-box, up-take, funnel, flue, furnace, or combustion chamber of marine type of boilers, or on repairs to smoke-boxes, fire-boxes, furnace, or flues of other types of boilers—1d. per hour extra.

*War Damaged Ships.*

(m) All employees engaged in the cutting and removal of torn, twisted, and displaced structural materials from vessels which have been damaged by bomb, mine, shell, or torpedo shall be paid extra rates as follows:—

(i) where such damaged structural materials are covered in oil residue and/or other unusually obnoxious substances, and there is a risk of such materials falling or there are difficulties in the way of securing a safe foothold for working—2d. per hour extra;

(ii) where the work is carried out in the presence of explosives or combustible materials under conditions under which there is a risk of fire or explosion—4d. per hour extra;

(iii) where as well as working under the conditions specified in paragraph (i) hereof an employee works under those specified in paragraph (ii) hereof—6d. per hour extra.

The question of whether the conditions specified in paragraphs (i) or (ii) hereof or both of them exist in any particular case shall be settled by agreement between the foreman and the workman concerned provided that in cases of disagreement the matter shall be settled as provided in sub-clause (d) hereof in the case of dirty work, and the provisions of that clause shall apply to claims under this sub-clause.

In any case in which it is agreed or decided that the specified conditions exist the extra rate prescribed shall be paid for the whole of the time the employees are engaged cutting and removing the materials mentioned.

*Wet Places.*

(n) An employee working in any place where his clothing or boots become saturated whether by water, oil, or otherwise, shall be paid 2d. per hour extra: Provided that this extra rate shall not be payable to an employee who is provided by the employer with suitable and effective protective clothing and/or footwear: And provided further that any employee who becomes entitled to this extra rate shall be paid such extra rate for such part of the day or shift as he is required to work in wet clothing or boots.

*Special Rates not Cumulative.*

(o) Where more than one of the disabilities entitling a workman to extra rates exist on the same job the employer shall be bound to pay only one rate, namely, the highest for the disabilities so prevailing.

*Rates not Subject to Penalty Additions.*

(p) The special rates herein prescribed shall be paid, irrespective of the times at which the work is performed, and shall not be subject to any premium or penalty additions.

*TRAVELLING AND BOARD.*

5. (a) An employee who on any day or from day to day is required to work at a job away from his accustomed workshop or depot shall at the direction of his employer present himself for work at such job at the usual starting time; but for all time reasonably spent in reaching and returning from such job (in excess of the time normally spent in travelling from his home to such workshop or depot and returning) he shall be paid travelling time, and also any fares reasonably incurred in excess of those normally incurred in travelling between his home and such workshop or depot.



An employee who with the approval of his employer uses his own means of transport for travelling to or from outside jobs shall be paid the amount of excess fares which he would have incurred in using public transport unless he has an arrangement with his employer for a regular allowance.

(b) An employee—

- (i) engaged in one locality to work in another; or
- (ii) sent from his usual locality to another for employment which can reasonably be regarded as permanent, involving a change of residence, shall be paid travelling time whilst necessarily travelling between such localities, and, for a period not exceeding three months, expenses.

(c) An employee sent from his usual locality to another (in circumstances other than those prescribed in sub-clause (b) hereof) and required to remain away from his usual place of abode shall be paid travelling time whilst necessarily travelling between such localities, and expenses whilst so absent from his usual locality.

(d) The rate of pay for travelling time shall be ordinary rates, except on Sundays and holidays, when it shall be time and a half.

(e) The maximum travelling time to be paid for shall be twelve hours out of every twenty-four hours, or when sleeping berth is provided by the employer for all-night travel, eight hours out of every twenty-four.

(f) "Expenses" for the purpose of this clause means:—

- (i) All fares reasonably incurred.

For boat travel the fares allowed shall be first-class on coastal boats, and on interstate boats where there is no second-class as distinct from steerage; and for rail travel, second-class, except where all-night travelling is involved, when they shall be first-class, with sleeping berth where available.

- (ii) Reasonable expenses incurred whilst travelling, including 2/3 for each meal taken.

- (iii) A reasonable allowance to cover the cost incurred for board and lodging.

(g) A camping allowance of 3s. per day for every day, including Sunday, shall be paid to employees engaged on country jobs at places where ordinary board and residence is not obtainable and camping in tents, cubicles or other temporary shelter is necessary; Provided that where cooked meals are procurable by the employee at a mess established by the employer, the amount of such country allowance shall be 9d. per day for every day, including Sunday.

(h) Until further order an employer shall be free to engage labour on the site of a job carried on away from the workshop, without payment of any travelling time or fares, unless such employee is sent from the workshop; Provided that if any employee engaged for the erection of a job had previously been engaged by the same employer in the fabrication of the job in a workshop he shall be paid fares in excess of those incurred in travelling to and from the workshop.

#### HOURS OF WORK.

##### Day Workers.

6. (a) Subject to the exception hereinafter provided the ordinary hours of work shall be 40 per week to be worked in five days of not more than 8 hours (Monday to Friday inclusive) and one day (Saturday) of not more than 4 hours; or five days (Monday to Friday inclusive) of 8 hours each continuously except for meal breaks at the discretion of the employer, between 7 a.m. and 5.30 p.m. on Monday to Friday inclusive, and 7 a.m. and noon on Saturday.

In localities where the recognized half-holiday is on a day other than Saturday the day so recognized may be substituted for Saturday for all the purposes of this Determination.

Provided that the spread of hours or the daily hours prescribed may be altered as to all or a section of the employees by mutual agreement between an employer and the representative of the union in that shop.

##### Five-days' Week.

(b) In any case in which the ordinary week's work of 40 hours can be performed in five days as aforesaid without—

- (i) detriment to the public interest;
- (ii) loss in the value of goods handled or to be handled;
- (iii) reducing the efficiency of production; or
- (iv) reducing the efficacy of the necessary service,

the employer shall allow those employees who so desire to do so to work their ordinary hours in five days as aforesaid. Any dispute as to whether the ordinary hours of work can in any case or cases be worked in five days without detriment, loss or reduction as aforesaid shall be determined by the Wages Board upon application made by or on behalf of the employees. Upon such an application proof that the working of a five-days' week will result in such detriment, loss or reduction as aforesaid shall be upon the employer.

This sub-clause shall not apply to employees engaged on the maintenance and servicing of plant.

It is a condition of the allowing of a five-days week hereunder that if required employees shall comply with the reasonable and lawful orders of the employer as to working overtime, including the working of overtime on Saturday.

##### Forgers, &c.

(c) The ordinary weekly hours of employment of forgers, forge furnacemen, and their assistants shall consist of five days of 8 hours 42 minutes each, including crib time, for which no deduction of pay shall be made. The rates in this Determination shall be for a 40-hours' week and hourly rates shall be ascertained by dividing the weekly rates by 40.

#### SHIFT WORK.

##### Definitions.

7. (a) For the purposes of this clause—

"Afternoon shift" means any shift finishing after 6 p.m., and at or before midnight.

"Continuous work" means work carried on with consecutive shifts of men throughout the twenty four hours of each of at least six consecutive days without interruption, except during breakdowns or meal breaks, or due to unavoidable causes beyond the control of the employer.

"Night shift" means any shift finishing subsequent to midnight, and at or before 8 a.m.

"Rostered shift" means a shift of which the employee concerned has had at least 48 hours' notice.

##### Hours—Continuous Work Shifts.

(b) 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) 8 in any one day; or
- (ii) 48 in any one week; or
- (iii) 88 in 14 consecutive days; or
- (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 not more than 8 hours, inclusive of crib time;
- (ii) except at the regular change-over of shifts, an employee shall not be required to work more than one shift in each 24 hours;
- (iii) twenty minutes shall be allowed to shift workers each shift for crib which shall be counted as time worked.

*Hours—Other than Continuous Work.*

(c) This sub-clause shall apply to shift workers not upon continuous work as hereinbefore defined. The ordinary hours of such shift workers shall not exceed—

- (i) 40 in any week to be worked in five shifts of 8 hours on Monday to Friday inclusive, or five shifts of not more than 8 hours and one shift (Saturday) of not more than 4 hours; or
- (ii) 80 in fourteen consecutive days, in which case an employee shall not, without payment for overtime, be required to work more than 8 consecutive hours on any shift or more than 6 shifts in any week; or
- (iii) 120 in 21 consecutive days, in which case an employee shall not, without payment for overtime, be required to work more than 8 consecutive hours on any shift or more than 6 shifts in any week.

Such ordinary hours shall be worked continuously except for meal breaks at the discretion of the employer. An employee shall not be required to work for more than six hours without a break for a meal.

Except at regular change-over of shifts, an employee shall not be required to work more than one shift in each 24 hours.

*Rosters.*

(d) Shift rosters shall specify the commencing and finishing times of ordinary working hours of the respective shifts.

*Variation by Agreement.*

(e) The method of working shifts may in any case be varied by agreement between the employer and the accredited representative of the union to suit the circumstances of the establishment.

The time of commencing and finishing shifts once having been determined may be varied by agreement between the employer and the accredited representative of the union to suit the circumstances of the establishment, or in the absence of agreement by seven days' notice of alteration given by the employer to the employees.

*Afternoon or Night Shift Allowances.*

(f) Shift workers on continuous work whilst on afternoon or night shifts shall be paid  $7\frac{1}{2}$  per cent. more than the ordinary rates for such shifts.

Shift workers on other than continuous work whilst on afternoon or night shifts shall be paid 10 per cent. more than the ordinary rates for such shifts.

Shift workers who work on any afternoon or night shift which does not continue for at least five successive afternoons or nights in a five-day workshop or for at least six successive afternoons or nights in a six-day workshop shall be paid at the rate of time and a half.

An employee who—

- (i) during a period of engagement on shift works night shift only; or
- (ii) remains on night shift for a longer period than four consecutive weeks; or
- (iii) works on a night shift which does not rotate or alternate with another shift or with day work so as to give him at least one-third of his working time off night shift in each shift cycle,

shall during such engagement, period or cycle, be paid at the rate of time and a quarter for all time worked during ordinary working hours on such night shifts.

(fi) The minimum rate to be paid to any shift worker for work performed between midnight on Friday and midnight on Saturday shall be time and a quarter. Such extra rate to be in substitution for and not cumulative upon the shift premiums prescribed in the first and second paragraphs of sub-clause (f) hereof.

*Overtime.*

(g) 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—

- (i) if employed on continuous work be paid at the rate of double time; or
- (ii) if employed on other shift work at the rate of time and a half for the first four hours and double time thereafter, except in each case when the time is worked—
- (iii) by arrangement between the employees themselves;
- (iv) for the purpose of effecting the customary rotation of shifts; or
- (v) is due to the fact that the relief man does not come on duty at the proper time; or
- (vi) 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 13 (b) hereof.

Provided that when not less than 8 hours' notice has been given to the employer by the relief man that he will be absent from work and the employee whom he should relieve is not relieved the unrelieved employee shall be paid at the rate of time and a half for the first 4 hours on duty after he has finished his ordinary shift and at the rate of double time thereafter except where the employee is required to continue to work on his rostered day off when he shall be paid double time.

*Compulsory Overtime.*

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

*Sundays and Holidays.*

(h) Shift workers on continuous work shifts for work done on a rostered shift the major portion of which is performed on a Sunday or holiday shall be paid at the rate of time and a half.

Shift workers on other than continuous work for all time worked on a Sunday or holiday shall be paid at the rates prescribed by clause 10 of this Determination. Where shifts commence between 11 p.m. and midnight on a Sunday or holiday the time so worked before midnight shall not entitle the employee to the Sunday or holiday rate; provided that the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or holiday and extending into a Sunday or holiday shall be regarded as time worked on such Sunday or holiday.

*Junior and Female Employees.*

(i) Female shift workers, or juniors whilst on afternoon or night shifts shall be paid not less than the rates hereinbefore prescribed or 1s. per shift whichever is the higher.

*MIXED FUNCTIONS.*

8. 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.*

9. (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 or sub-clause (b) hereof in computing overtime each day's work shall stand alone.

*Rest Period after Overtime.*

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

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.

*Call Back.*

(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 purposes 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.

*Saturday Work—Five-Days Week.*

(d) A day worker on a five-days week required to work overtime on a Saturday shall be afforded at least three hours' work or paid for three hours at the appropriate rate except where such overtime is continuous with overtime commenced on the day previous.

*Standing By.*

(e) 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.

*Meal Hours—General.*

(f) For work done during meal hours and thereafter until a meal-hour 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.

*Meal Hours—Maintenance Employees.*

(g) Subject to the provisions of the second part of sub-clause (f) 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.

*Crib Time.*

(h) 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.

Provided that where a day worker on a five-days week is required to work overtime on a Saturday the first prescribed crib time shall, if occurring between 10 a.m. and 1 p.m., be paid at ordinary rates.

Unless the period of overtime is less than one and a half hours an employee before starting overtime after working ordinary hours shall 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.

*Tea Money.*

(i) 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.

*Transport of Employees.*

(j) When an employee, after having worked overtime, or a shift for which he has not been regularly rostered, finishes 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.

*Compulsory Overtime.*

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

**HOLIDAYS AND SUNDAY WORK.**

10. (a) Employees shall be entitled to the following public holidays, without loss of pay, as regards employees on weekly hiring:—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. Provided that Christmas Day and Boxing Day shall for the year, 1948, be deemed to fall on the 27th and 28th days of December, 1948, respectively, and that New Year's Day for the year, 1949, shall be deemed to fall on the 3rd day of January, 1949.

Any employer who has given to his employees notice under paragraph (i) of sub-clause (m) of clause 15 of this Determination of his intention to close down his plant or section or sections thereof for the purpose of allowing annual leave may alter the date of such intended closing down by substituting a date no more than two days earlier than the date of which notice was given upon giving at least one week's notice of such alteration.

By agreement between any employer and his employees, other days may be substituted for the said days, or any of them, as to such employer's undertaking.

(b) An employee not engaged on continuous work shall be paid at the rate of double time for work done on Sundays and public holidays, such double time to continue until he is relieved from duty.

Provided that where employees are necessarily engaged in repairs to or renewals of their employer's plant and machinery necessary for resumption of work the next following working day, or for maintaining the continuity of electric light and power (not including the installation of new machinery), work done on holidays shall be paid for at the rate of time and a half for the first eight hours, and double time thereafter.

(c) An employee, other than a casual employee, not engaged in continuous work, who works on a Sunday or a public holiday and (except for meal breaks) immediately thereafter continues such work, shall on being relieved from duty be entitled to be absent until he has had eight consecutive hours off duty, without deduction of pay for ordinary time of duty occurring during such absence.

(d) Employees, other than on shift or engaged in maintaining the continuity of electric light and power, required to work on Sundays or public holidays shall be paid for a minimum of three hours' work.

**EXTRA RATES NOT CUMULATIVE.**

11. Extra rates in this Determination, except rates prescribed in clause 4, are not cumulative so as to exceed the maximum of double the ordinary rates.

## PAYMENT OF WAGES.

12. (a) Wages shall be paid weekly or fortnightly.

(b) On the first pay day occurring during his employment, an employee shall be paid whatever wages are due to him up to the completion of his work on the previous day: Provided that this sub-clause shall not apply to employees of electric supply undertakings nor to employers who make a practice of allowing advances to employees approximating wages due.

(c) Upon termination of the employment, wages due to an employee shall be paid to him on the day of such termination, or forwarded to him by post on the next working day.

(d) An employee kept waiting for his wages on pay day for more than a quarter of an hour after the usual time for ceasing work, shall be paid at overtime rates after that quarter-hour, with a minimum of a quarter of an hour.

(e) 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.

## CONTRACT OF EMPLOYMENT.

*Weekly Employment.*

13. (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 employees 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 break down 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 14 hereof, lose his pay for the actual time of such non-attendance.

*Casual Employment.*

(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 for the work which he or she performs, plus 10 per cent.

## LATE COMERS

(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.

14. (a) An employee on weekly hiring 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 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 Wages Board) 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.

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.

## SINGLE DAY ABSENCES.

(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.

## CUMULATIVE SICK LEAVE.

(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.

(cc) Rights accrued under sub-clause (c) hereof prior to the 1st day of January, 1948, shall be preserved except that the total number of hours so accrued and not taken prior to the 1st day of January, 1948, shall be reduced by one-eleventh of such total the result to be calculated to the nearest hour.

## ATTENDANCE AT HOSPITAL, ETC.

(d) 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.

## ANNUAL LEAVE.

*Period of Leave.*

15. (a) 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 on weekly hiring 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 10 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 the period of annual leave time equivalent to the ordinary time which the employee would have worked if such day had not been a holiday.

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 employee and the employer 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. A notification given by an employee pursuant to clause 14 shall be accepted as a notification under this sub-clause.

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 purposes 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 to the union whose members have participated in such concerted or collective absenteeism a copy of same 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-clauses (l) and (m) 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 10 of this Determination.

*Payment for Period of Leave.*

(k) Each employee before going on leave shall be paid two weeks' wages, except a shift worker or an employee taking his leave pursuant to sub-clause (d) of this clause either of whom 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 periods. For the purposes of this sub-clause and sub-clause (l) hereof wages shall be at the rate prescribed by clauses 2 and 3 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 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 subject to sub-clause (f) hereof 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.

Provided that all time during which an employee is stood off without pay for the purposes of this sub-clause shall be deemed to be time of service in the next twelve-monthly qualifying period.

- (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) of this clause subject to adjustment for any proportionate leave which he may have been allowed as aforesaid.

MISCELLANEOUS.

*Accommodation and Conveniences.*

*Boiling Water.*

16. (a) (i) Employers shall provide boiling water for employees at meal times.

*Drinking Water.*

(ii) 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.

*First Aid Outfit.*

(iii) In each workshop, and at other places where employees are regularly employed, the employer shall provide and continuously maintain, at a place or places reasonably accessible to all employees, an efficient first-aid outfit.

Clause 8 of Chapter 9 of the Regulations under the *Factories and Shops Act 1928* requires that a first-aid ambulance chest shall be kept in some accessible place upon the premises, and that such chest shall be equipped and supplied with the following articles:—

Articles.	Quantities to be Kept in Ambulance Chest—
Antiseptic solution .. .. .	1 bottle
Bandages, cotton and gauze .. .. .	1 dozen assorted sizes
Castor oil .. .. .	2 oz.
Iodine, tincture of .. .. .	2 oz.
Manual, first-aid .. .. .	1
Petrolatum, carbolized .. .. .	1 jar
Picric acid solution, made according to the following recipe or prescription:—	
1½ teaspoonfuls of powdered picric acid, 3 oz. of absolute alcohol, and 2 pints of distilled water .. .. .	1 pint
Pins, safety .. .. .	1 packet
Sal volatile .. .. .	6 oz.
Scissors .. .. .	1 pair
Tourniquet .. .. .	1
Tweezers .. .. .	1 pair
Cotton, absorbent .. .. .	An adequate assortment
Gauze, sterilized, plain .. .. .	
Lint, absorbent .. .. .	
Plaster, adhesive .. .. .	

*Lockers.*

(iv) An employer shall at some reasonably convenient place on his premises provide a suitable locker for each employee in his workshop, or hanging facilities which afford reasonable protection for employees' clothes. In any case in which compliance with this paragraph necessitates the provision of lockers or new or improved hanging facilities, they shall be provided by the 1st July, 1946, unless the employer proves to the satisfaction of the Wages Board that he is unable by reason of shortage of material or labour or any other difficulties to provide such new or improved facilities, in which case their provision may be postponed for such period or periods as the Wages Board determines.

*Showers.*

(v) Employers shall provide for all workmen employed in foundries hot and cold shower baths, which shall be situated away from lavatories.

*Washing and Sanitary Conveniences.*

(vi) Employers shall provide proper and sufficient washing and sanitary conveniences.

*Clothing, Equipment and Tools.**Damage to Clothing and Tools.*

(b) (i) 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.

*Gas Masks.*

(ii) The employer shall ensure that sufficient masks are available to enable each employee when engaged on repairs to refrigeration plants outside the employer's premises, to take one with him.

*Gloves.*

(iii) Suitable canvas or leather gloves shall be provided by employers for operators of pneumatic tools and/or punch and shearing machines and suitable gloves or pads for such other work as the foreman and employee may agree.

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

In any case where an organization alleges that an employer or his representative is persistently unreasonable or capricious in relation to such claims, it may bring such case before the Wages Board.

*Goggles.*

(iv) 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.

*Masks.*

(v) Where necessary suitable masks shall be provided for employees required to use compressed air for blowing dust from electrical machinery or equipment. An employee when performing such work shall wear the mask provided for his protection. Masks containing celluloid shall not be considered suitable for the purposes of this provision.

*Protective Equipment—Welding.*

(vi) Employers shall provide a sufficient supply of the undermentioned equipment to enable each welder and his assistant when engaged on work necessitating its use to be supplied with same:—

(a) Suitable asbestos sheets,

(b) Hand screens or helmets fitted with coloured glass (or in the case of oxy-acetylene operators protective glasses with side shields),

(c) Anti-flash goggles,

(d) Aprons, leather sleeves and leggings (or coveralls of flame-proof material) and gauntlet gloves; and

(e) Gum or other insulating boots when working in places so damp that danger of electric shock exists.

An employee who is pursuant to this paragraph supplied with any of the equipment specified herein shall wear or use as the case may be such equipment in such a way as to achieve the purpose for which it is supplied.

Where electric arc operators are working screens which shall be suitable and sufficient for the purpose shall be provided by the employer for the protection of employees from flash.

*Tools.*

(vii) Until further order the employer shall provide for each employee such tools as were customarily provided at the time of the making of this Determination. The employee shall replace or pay for any tools so provided if lost through his negligence.

*Dressing Castings.*

(c) Where practicable, the dressing and rumberling of castings shall not be carried out in close proximity to employees not doing that work.

*Ladles.*

(d) (i) All ladles of a holding capacity of 15 cwt. or more in use at the time of the making of this Determination shall be fitted with safety-worm gear or an equivalent safety fitting; and all ladles of a holding capacity of 10 cwt. or more hereafter brought into operation shall be fitted with safety-worm gear.

(ii) Where molten metal is carried in ladles by hand the weight of molten metal shall not exceed:—

Single-handled ladles—60 lb., including the weight of the ladle.

Other ladles— $\frac{1}{2}$  cwt. per man.

(iii) Where molten metal is carried by hand, a clear passageway not less than 2 ft. 6 in. wide shall be made.

*Females—Rest Period and Seats.*

(e) Female employees shall be allowed a rest period of not less than ten minutes during each day or shift, to be taken during the first or second half of the day or shift as may be decided by a majority of the female employees in a shop.

When requested by employees and where practicable suitable seats shall be provided by the employer for female employees.

*Ventilation.*

(f) While any work is being carried on in any confined or enclosed space in which—

- (i) fumes, gases, dust or vapours which may be dangerous or injurious are liable to be present or to be generated in the course of the work; or
- (ii) the atmosphere may otherwise become vitiated;

the employer shall install a suction exhaust apparatus, through which by means of a power-driven fan air is drawn from the vicinity of the work in relation to which it is installed.

Where it is impracticable to install such suction exhaust apparatus the employer shall take all such steps as are necessary to ensure safe working conditions in any such confined or enclosed space.

This sub-clause shall not be deemed to be inconsistent with the Harmful Gases, Vapours, Mists, Smokes and Dust Regulations 1945 (published in the *Victorian Government Gazette* No. 21, dated 7th February, 1945) and shall not apply to any processes or occupations to which those Regulations apply.

*Shop Stewards.*

17. An employee appointed 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 the employer or his representative on matters affecting employees whom he represents.

## RIGHT OF ENTRY OF UNION OFFICIALS.

18. (a) For the purpose of interviewing employees on legitimate union business, a duly accredited union representative shall have the right to enter employers' premises during the midday meal break on the following conditions:—

- (i) That he produces his authority to the gatekeeper or such other person as may be appointed by the employer.
- (ii) That he interviews employees only at places where they are taking their meal.
- (iii) That not more than one representative of each of not more than three unions be on the premises at any one time.
- (iv) That no one representative visit the premises more than once in each week.
- (v) That if any employer alleges that a representative is unduly interfering with his work 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, but the representative shall have the right to bring such refusal before the Wages Board.

Provided that, where certain employees are working under a system of shift work which precludes a representative from interviewing them during the midday meal break, 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 or, failing agreement, at such times and under such conditions as the Wages Board may decide.

(b) For the purpose of investigating complaints concerning the application of this Determination, or the employment of females upon work which is alleged to be unsuitable for females, 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:—

- (i) That he discloses to the employer or his representative the complaint which he desires to investigate.
- (ii) That he makes his investigations in the presence of the employer or his representative (if the employer so desires).
- (iii) That he does not interfere with work proceeding in the workshop or plant.
- (iv) That he conducts himself properly.

(c) A union representative shall be a duly accredited representative of an organization concerned if he be the holder for the time being of a certificate, signed by the general secretary of that organization and bearing the seal of that organization, in the following form, or in a form not materially differing therefrom:—

(Name of organization.)

This is to certify that  
is a duly accredited representative of the above-named organization.

General Secretary.

(SEAL)

Date.

Specimen signature of holder.

Strictly not transferable.

## TIME AND WAGES BOOK.

19. (a) Each employer shall keep a record from which can be readily ascertained 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 record 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 when entering or leaving the employer's premises.

(c) The time and wages record shall be open for inspection to a duly accredited union official 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 one fortnight at the same establishment.

(d) The official making such inspection shall be entitled to take a copy of entries in a time and wages record relating to the suspected breach of the Determination.

## NOTICE BOARD.

20. The employer shall permit a notice board of reasonable dimensions to be erected in a prominent position in his establishment, upon which accredited union representatives shall be permitted to post formal union notices, signed or countersigned by the representative posting same.

Any notice posted on such board not so signed or countersigned may be removed by an accredited union representative or by the employer.



## DEFINITIONS.

21. "Confined space" means a compartment or space access to which is through a man-hole or similar opening, or a place the dimensions of which necessitate an employee working in a stooped or otherwise cramped position, or without proper ventilation, and includes such a space—

- (i) in the case of a ship, inside complete tanks, chain lockers, and peaks; in bilges, under engine beds, under engine room and stokehold floors, or under or inside boilers;
- (ii) in the case of a locomotive, inside the barrels of boilers, fire boxes, water spaces of tenders, side tanks, bunker tanks, saddle tanks, or smoke boxes;
- (iii) in other cases, inside boilers, steam drums, mud drums, fire boxes of vertical or road vehicle boilers, furnaces, flues, combustion chambers, receivers, buoys, tanks, superheaters, or economizers.

"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 he 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 the assembling of parts of mechanical appliances or other articles so made, in which no fitting or adjustment requiring skill is required; or
- (iii) in specialized processes—not requiring use of hand tools except hammers, pliers, screw drivers, spanners, and files, and such tools as are necessary for deburring or removing rags or edging.

"Ship repairs" means—

- (i) All repair work done on ships.
- (ii) All work other than the making of spare parts and stores done in a workshop used for ship repairs only.
- (iii) Work done in a workshop used for both ship repairing, general engineering, metal moulding, steel construction, and other heavy metal fabrication on which employees are engaged both on the ship and in the workshop.

"Sunday" means all time between midnight Saturday and midnight Sunday.

"Year" means the period between the 1st day of June in each year and the next 31st day of May.

"Window-frame making" means the making in quantities of metal window frames, metal doors and grilles, and metal ornamentalions used in buildings.

"Furnace man" means an employee in charge of a furnace used for smelting metals or ores, boiler plate furnaces, case hardening and/or annealing furnaces, and such heating furnaces where the weight of individual pieces of material is 5 cwt. or more or the area of the material exceeds 4 square feet.

"Rigger and/or splicer" means an adult workman who is responsible for the erection of tackle and/or who is required, amongst other duties, to splice wire rope.

"Double fires" means work in connexion with which a furnace or fire is used and on which two or more men are assisting or working with a smith in treating the material which has been through the furnace or fire.

"Lagger" means an adult employee engaged in the mixing or fixing of lagging on the job.

"Machinist—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.

"Machinist—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—first class.

## PERIODICAL ADJUSTMENT OF WAGES.

22. The wages rates set out in clause 2 are based upon the following basic wage 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 23.

*Basic Wage.*

Place.	Needs Basic Wage (Adjustable).	Loading Constant.	Total Basic Wage.	Index Number Set Assigned.
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.	£ s. d. 5 14 0	s. d. 6 0	£ s. d. 6 0 0	Melbourne

## ADJUSTMENT OF BASIC WAGE.

23. (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, 1949, the amounts of the Basic Wage shall be as prescribed in clause 22.

(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 wages of adult females, junior females, and male juniors shall be the percentages of the contemporaneous needs basic wage prescribed for the area in which they are employed, and in addition thereto the constant and war loadings specified in clause 3 of this Determination.

MARGINAL RATES.

24. In addition to the basic wage provided in clause 22, the margins and loadings set out in this clause shall be the minimum rate payable to employees therein named :—

Classification.	Margins	Loadings
	Per Week.	Per Week.
	s. d.	s. d.
(a) Ironworking and General—		
Assembler (leading hand) .. .. .	22 0	3 0
Assembler (assistant) .. .. .	17 0	3 0
Attendant at small rivet heating, bolt heating or similar types of fires or furnaces .. .. .	22 0	3 0
Bolt repairer .. .. .	20 0	3 0
Blacksmith's striker .. .. .	20 0	3 0
Blacksmith's striker on double fires and other assistant .. .. .	22 0	3 0
Block and tackle hand .. .. .	22 0	3 0
Boiler (inside) chipper and cleaner .. .. .	26 0	3 0
Cold saw operator .. .. .	22 0	3 0
Dogman .. .. .	22 0	3 0
Die caster .. .. .	25 0	3 0
*Dresser and grinder using portable machine .. .. .	24 0	3 0
*Dresser, shot blast and sand blast—		
(i) who operates from outside a properly enclosed cabin .. .. .	20 0	3 0
(ii) other .. .. .	30 0	3 0
*Dresser and grinder (other) .. .. .	22 0	3 0
*Emery wheel attendant .. .. .	22 0	3 0
*Employee directly assisting an employee whose margin above the basic wage is 25s. or more	20 0	3 0
Forge assistant, i.e., underhand, hammer driver and crane man, employed on work 10 cwt.		
or over .. .. .	24 0	3 0
Forger's assistant .. .. .	22 0	3 0
Friction saw operator .. .. .	20 0	3 0
Furnaceman—forge .. .. .	41 6	6 0
Furnaceman's assistant—forge .. .. .	22 0	3 0
*Furnaceman—electric .. .. .	28 0	6 0
*Furnaceman—other (excepting cupola furnaceman) .. .. .	26 0	3 0
*Furnaceman's Assistant .. .. .	20 0	3 0
*Grinding machine or emery wheel operator .. .. .	22 0	3 0
Hammer driver .. .. .	22 0	3 0
Lagger .. .. .	20 0	3 0
Machinist—3rd class (as defined) .. .. .	25 0	3 0
Overhead oiler .. .. .	20 0	3 0
Painter of ironwork using spray .. .. .	21 0	3 0
Painter of ironwork (other than ship painter) using brush .. .. .	20 0	3 0
Person employed in preparing iron or steel material for reinforcing concrete for building		
or other purposes :—		
On bending and cutting machines .. .. .	22 0	3 0
On bending and cutting machines (assistant) .. .. .	19 0	3 0
On steel fabric machines .. .. .	22 0	3 0
On steel fabric machines (assistant) .. .. .	17 0	3 0
Person working with hammer 14 lb. weight or over—		
On repair work .. .. .	30 3	3 0
On other work .. .. .	22 3	3 0
Pickler .. .. .	20 0	3 0
Piler .. .. .	22 0	3 0
Process worker .. .. .	19 0	3 0
Rigger and or splicer .. .. .	26 0	3 0
Tar dipper .. .. .	20 0	3 0
Other employees with not less than three months' experience in the metal trades industry	6 0	3 0
Employee not else where classified .. .. .	Nil	3 0
(b) Manufacturing or preparing lead and shot—		
Pipe trap machine operator .. .. .	34 0	4 0
Roller .. .. .	28 0	3 0
Extrusion press operator .. .. .	27 0	3 0
Melter of lead alloys .. .. .	20 0	3 0
Lead wool machinist .. .. .	19 0	3 0
Molten metal feeder and/or mixer for shot .. .. .	19 0	3 0
Roller's assistant .. .. .	20 0	3 0
Pipe trap machine operator's assistant .. .. .	20 0	3 0
Extrusion press operator's assistant .. .. .	19 0	3 0
Other employees with not less than three months' experience in the metal trades		
industry .. .. .	6 0	3 0
All others .. .. .	Nil	3 0

\* When these employees are employed in foundries the loading shown shall be increased by 3s., and the margin by 2s.

A. V. BARNES, J.P., Chairman.  
J. W. RYAN, Secretary.

Melbourne, 8th December, 1948.



# VICTORIA GOVERNMENT GAZETTE.

Published by Authority.

[Registered at the General Post Office, Melbourne, for transmission by post as a newspaper.]

No. 30]

TUESDAY JANUARY 11.

[1949

Factories and Shops Acts.

## DETERMINATION OF THE FARRIERS BOARD.

NOTE.—This Determination applies to the whole of the State of Victoria. By Order in Council, dated the 2nd December, 1941, the Farriers (Country) Wages Board was deprived of the whole of its powers and such powers were conferred exclusively on the Farriers Board.

IN accordance with the provisions of the Factories and Shops Acts, the Wages Board appointed to "determine the lowest prices or rates which may be paid to any person or persons, or classes of persons employed in the process, trade, or business of a farrier," has made the following Determination, namely:—

1. That on the 24th December, 1948, the last previous Determination of this Board shall be revoked and replaced by this Determination.

2.

### Wages.

Apprentices and Improvers.					Other Employees.	
	Percentage of Needs Basic Wage.	Constant Loading.	Special Loading.	Total Wage Per Week 40 Hours.		
		<i>s. d.</i>	<i>s. d.</i>	<i>s. d.</i>		
1st year's experience	38·4	..	2 6	46 6	(a) Employed within the Metropolitan District as defined in the Factories and Shops Acts, and at Ballarat, Bendigo, Geelong, Warrnambool, Castlemaine, Yallourn, and Frankston, and within the Gippsland district:—  All Employees .. *169s. per week of 40 hours	
2nd year's experience	41·9	..	2 6	50 6		
3rd year's experience	50·0	1 6	1 6	60 0		
4th year's experience	83·0	2 0	2 3	99 0		
5th year's experience	100·0	2 0	3 0	125 0		
	plus 6s.				(b) Employed outside the areas specified in paragraph (a):—  All Employees .. *166s. per week of 40 hours	

PROPORTION (WITHIN ANY PLACE).  
One apprentice or one improver to every three or fraction of three workers receiving not less than the minimum wage.

\* Including a loading of 6s. per week.

### HOURS OF EMPLOYMENT.

3. (a) Within the Metropolitan District and the City of Ballarat.—The ordinary hours of employment shall be 40 per week to be worked in five days of not more than 8 hours (Monday to Friday inclusive) and/or one day (Saturday) of not more than 4 hours, or of five days (Monday to Friday inclusive) of not more than 8 hours each, to be worked continuously (except for meal breaks) at the discretion of the employer, between 7.30 a.m. and 5 p.m. on Monday to Friday inclusive, and 7 a.m. to 11 a.m. on Saturdays. Provided that the number of hours for a day's work herein prescribed may be altered as to all or a section of the employees by mutual agreement between an employer and his employee or employees.

(b) Elsewhere in the State of Victoria.—The ordinary hours of employment shall be 40 per week to be worked between the following daily times:—

- |   |    |    |                    |                 |
|---|----|----|--------------------|-----------------|
| (i) On the day that the half holiday is ordinarily locally observed .. .. . | .. | .. | Time of Beginning. | Time of Ending. |
| (ii) On other working days .. .. .  | .. | .. | 8 a.m.             | Noon            |
|   |    |    | 8 a.m.             | 5 p.m.          |

Provided that the spread of hours herein prescribed may be altered and the number of hours for a day's work may be determined, as to all or a section of the employees by mutual agreement between an employer and his employee or employees but in no case may the hours be so determined as to exceed an ordinary working week of 40 hours without payment for overtime.

## OVERTIME.

4. All work done outside the spread of hours provided in clause 3 or in excess of:—

- (a) 8 hours 48 minutes on any day where a 5-day week is worked, or  
 (b) 4 hours on Saturday ..  
 8 hours on other Working Days } Where work is done on 6 days a week, or  
 (c) the hours for a day's work mutually agreed upon, between an employer and his employee or employees shall be paid for at the rate of double time.

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

## HOLIDAYS AND SUNDAY WORK.

5. Employees shall be entitled to the following public holidays, without loss of pay:—New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, and within the Metropolitan District on the first Tuesday in November in each year, Labour Day, Anzac Day, Boxing Day, and Christmas Day. Provided that Christmas Day and Boxing Day shall for the year, 1948, be deemed to fall on the 27th and 28th days of December, 1948, respectively, and that New Year's Day for the year, 1949, shall be deemed to fall on the 3rd day of January, 1949. Employees required to work on any of the above holidays or on a Sunday are to be paid double time for such work.

## CONTRACT OF EMPLOYMENT.

6. (a) Except as hereinafter provided employment shall be by the week. Any employee, not specifically engaged in writing as a casual employee shall be deemed to be employed by the week. Employment shall be terminated by a week's notice on either side, given at any time during the week, or in lieu of such notice by the payment or forfeiture of a week's wages, as the case may be. This shall not affect the right of an 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 break-down in the machinery or any stoppage of work by any cause for which the employer cannot reasonably be held responsible.

(b) A casual employee is one engaged and paid as such. A casual employee for working ordinary time shall be paid per hour 1/40th of the weekly rate prescribed by this Determination, plus 10 per cent.

## SICK LEAVE.

7. (a) An employee on weekly hiring 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 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 Wages Board) 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. A year shall be deemed to commence on the 18th July and end on the 17th July next following.

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.

*Single Day Absences.*

(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.

*Cumulative Sick Leave.*

(c) Notwithstanding anything contained in sub-clause (a) hereof, if the full period of sick leave as prescribed above is not taken in any year, such portion as is not taken shall be cumulative from year to year up to a period not exceeding 120 hours of working time which shall be the maximum amount of leave to which an employee may be entitled in any year of service without deduction of pay.

For the purpose of this sub-clause service prior to the 18th July, 1946, shall be disregarded.

*Attendance at Hospital, &c.*

(d) 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.

## ANNUAL HOLIDAY.

8. 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.

## RACECOURSE WORK.

9. When employees are engaged on racecourses, the other clauses of this Determination shall not apply as may be inconsistent with the following sub-clauses which shall apply to racecourse work only:—

- (a) On all racecourses throughout Victoria, each weekly employee shall receive in addition to payments to which he would be entitled under any other clause of this Determination. The following allowances per day—  
 On ordinary week days .. .. . 10s.  
 On Saturdays and Public Holidays prescribed in clause 5 .. .. . 20s.  
 (b) When casual employees are engaged to work on a racecourse only, they shall be paid not less than 30s. on week days, and 40s. on Saturdays and Public Holidays prescribed in clause 5.  
 (c) All fares incurred in travelling to and from the racecourse shall be paid by the employer.

## RIGHT OF INTERVIEW BY UNION OFFICIAL.

10. The Secretary of the Blacksmiths' Society of Australasia (Victorian Branch) shall have the right to interview any employee on legitimate union business on any employer's premises and/or on any racecourse where a person is engaged upon work to which this Determination applies, provided that if any employer alleges that the said Secretary is unduly interfering with his work or is creating dissatisfaction amongst his employees or is offensive in his methods such employer may refuse the right of interview, but the Secretary shall have the right to bring such refusal before the Wages Board. The right of free entry to any racecourse is not implied hereby.

## PAYMENT OF WAGES.

11. Wages shall be paid not later than 4.30 p.m. on Friday in each week. Upon the termination of employment of an employee, wages due shall be paid to him on the day of such termination or forwarded to him by post the next following day.

## MEAL BREAK.

12. No employee shall be required to work for a spread exceeding five hours without a break for a meal of at least 45 minutes.

## TIME AND WAGE RECORD.

13. Each employer shall keep a record from which can be readily ascertained the name of each employee, the hours worked each day and the wages and allowances paid each week. Such record shall be open for inspection to inspectors of Factories and a duly accredited union official of the Blacksmiths' Society of Australasia who shall be entitled to take a copy of the entries in such record.

## PERIODICAL ADJUSTMENT OF WAGES.

14. The wages rates for males set out in clause 2 are based upon the following basic wages 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 15. Provided that the wages of apprentices or improvers shall be adjusted proportionately to adjustments of the basic wage (Melbourne) so as to preserve the percentages shown in clause 2 of this Determination: such adjustments to be to the nearest 6d., half or less than half of 6d, to be disregarded.

## Basic Wage.

Place.	Needs Basic Wage. (Adjustable).	Loading Constant.	Total Basic Wage.	Index Number Set Assigned.
Employed withing the Metropolitan District as defined in the Factories and Shops Acts, and at Ballarat, Bendigo, Geelong, Warrnambool, Castlemaine, Yallourn, and Frankston, and within the Gippsland district	£ s. d.	s. d.	£ s. d.	Melbourne
Elsewhere—3s. less than the contemporaneous basic wage for Melbourne.	5 14 0	6 0	6 0 0	

## ADJUSTMENT OF BASIC WAGE.

15. (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, 1949, the amount of the basic wage shall be as prescribed in clause 14.

(c) During each 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.

## MARGINAL RATE.

In addition to the basic wage provided in clause 14 the margin and loading set out in this clause shall be the minimum rate payable to employees therein named:—

Classification.	Margin Per Week.	Loading Per Week.
	£ s. d.	s. d.
All employees (other than apprentices and improvers) .. .. .	2 3 0	6 0

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

J. W. RYAN, Secretary.

Melbourne, 9th December, 1948.





# VICTORIA GOVERNMENT GAZETTE.

Published by Authority.

[Registered at the General Post Office, Melbourne, for transmission by post as a newspaper.]

No. 31]

TUESDAY, JANUARY 11.

[1949

Factories and Shops Acts.

## DETERMINATION OF THE IRON AND STEEL ROLLING 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 appointed to "determine the lowest prices or rates which may be paid to any person or persons or classes of persons employed in the process, trade, or business of iron or steel rolling," has made the following Determination, namely:—

1. That on the 24th December, 1948, the last previous Determination of this Board shall be revoked and replaced by this Determination.

2. WAGES.

Improvers.				Other Employees.			
Wages per week of 40 hours—				Day shift wages per week of 40 hours—			
			£ s. d.				£ s. d.
17 to 19 years of age	..	..	..	..	..	..	..
19 to 21 years of age	..	..	..	..	..	..	..
			5 1 3	Roller	..	..	11 1 3
			6 1 9	Furnaceman	..	..	10 9 6
				Rougher	..	..	10 2 0
				Catcher (three high roughing Rolls)	..	..	10 2 0
				Catcher who is responsible for adjusting guards	..	..	7 14 0
				Other Catchers	..	..	7 11 0
				Annealer or Heat Treatment Hand	..	..	8 4 6
				Roller's Assistant	..	..	8 1 6
				Charger	..	..	7 12 0
				Shearsman of scrap (Crocodile Shears)	..	..	7 12 0
				Yard Shearsman	..	..	7 12 0
				Billet Shearsman	..	..	7 12 0
				Scrap Bar and/or Scrap Shearsman	..	..	7 8 8
				Shearsman (small mill Brooklyn)	..	..	7 8 8
				Other Shearsmen	..	..	7 3 6
				Setter Up	..	..	7 8 11
				Carrier Up (large mill)	..	..	7 6 0
				Carrier Up (small mill)	..	..	7 0 8
				Underhand, second, handling up to 300-lb. blooms	..	..	7 12 10
				Underhand who also assists to feed furnace	..	..	7 6 0
				Underhand	..	..	7 3 8
				Hookman	..	..	7 6 0
				Middleman	..	..	7 6 0
				Straightener	..	..	7 6 0
				Straightener's Assistant	..	..	7 3 8
				Chipper	..	..	7 6 0
				Heater	..	..	7 11 6
				Assistant Furnaceman	..	..	7 6 0
				Plate Hand	..	..	7 3 6
				Furnaceman at electric furnace	..	..	8 7 6
				Pitman at electric furnace	..	..	7 15 0
				Ladleman at electric furnace	..	..	7 15 0
				Assistant at electric furnace	..	..	7 4 0
				Assistant to Shearsman	..	..	7 3 6
				Other employees with not less than three months' experience in this industry	..	..	6 12 0
				All others	..	..	6 6 0

NOTE.—The Board has determined in accordance with section 25 (1) of the amended *Factories and Shops Act 1934* that the process, trade, business or occupation is so unskilled that no person shall be taken as an apprentice.

### PROHIBITION OF EMPLOYMENT.

3. The employment of any improver under the age of seventeen years is prohibited.

### HOURS OF EMPLOYMENT.

4. The ordinary hours of work shall be 40 per week to be worked in five days of not more than 8 hours (Monday to Friday inclusive) and one day (Saturday) of not more than 4 hours; or five days (Monday to Friday inclusive) of 8 hours each, continuously except for meal breaks at the discretion of the employer between 7 a.m. and 5.30 p.m. on Monday to Friday inclusive, and 7 a.m. and noon on Saturday; provided that the spread of hours or daily hours prescribed may be altered as to all or a section of the employees by mutual agreement between an employer and the representative of the Union in that shop.

**SHIFT WORK.**

5. The following percentage shall be added to the rates fixed for the day shift for persons employed on the afternoon or night shift:—12½ per cent.

**MIXED FUNCTIONS.**

6. 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.**

7. (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 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 or sub-clause (b) hereof in computing overtime each day's work shall stand alone.

**Rest Period After Overtime.**

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

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.

**Call Back.**

(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 purposes 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.

**Saturday Work—Five-days Week.**

(d) A day worker on a five-days week required to work overtime on a Saturday shall be afforded at least three hours' work or paid for three hours at the appropriate rate except where such overtime is continuous with overtime commenced on the day previous.

**Standing By.**

(e) 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.

**Meal Hours—General.**

(f) For work done during meal hours and thereafter until a meal-hour 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.

**Meal Hours—Maintenance Employees.**

(g) Subject to the provisions of the second part of sub-clause (f) 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 break-downs of plant or upon routine maintenance of plant which can only be done while such plant is idle.

**Crib Time.**

(h) 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.

Provided that where a day worker on a five-days week is required to work overtime on a Saturday the first prescribed crib time shall, if occurring between 10 a.m. and 1 p.m., be paid at ordinary rates.

Unless the period of overtime is less than one and a half hours an employee before starting overtime after working ordinary hours shall 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.

**Tea Money.**

(i) 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.

**Transport of Employees.**

(j) When an employee, after having worked overtime, or a shift for which he has not been regularly rostered, finishes 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.

**Compulsory Overtime.**

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

**HOLIDAYS AND SUNDAY WORK.**

8. (a) Employees shall be entitled to the following public holidays (without pay except as hereinafter provided):—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. Provided that Christmas Day and Boxing Day shall for the year, 1948, be deemed to fall on the 27th and 28th days of December, 1948, respectively, and that New Year's Day for the year, 1949, shall be deemed to fall on the 3rd day of January, 1949.

By agreement between any employer and his employees, other holidays may be substituted for the said days or any of them as to such employer's undertaking.



(b) An employee not engaged on continuous work shall be paid at the rate of double time for work done on Sundays and public holidays, such double time to continue until he is relieved from duty.

(c) An employee, other than a casual employee, not engaged in continuous work, who works on a Sunday or a public holiday and (except for meal breaks) immediately thereafter continues such work, shall on being relieved from duty be entitled to be absent until he has had eight consecutive hours off duty, without deduction of pay for ordinary time of duty occurring during such absence.

(d) Employees, other than on shift work, required to work on Sundays or public holidays shall be paid for a minimum of three hours' work.

#### CONTRACT OF EMPLOYMENT.

##### *Weekly Employment.*

9. (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 employees 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 10 hereof, lose his pay for the actual time of such non-attendance.

##### *Casual Employment.*

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 for the work which he performs plus 10 per cent.

#### SICK LEAVE.

10. (a) An employee on weekly hiring 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 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 Wages Board) 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.

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.

##### *Single day absence.*

(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.

##### *Cumulative Sick Leave.*

(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.

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

##### *Attendance at Hospitals, &c.*

(d) 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.

#### ANNUAL HOLIDAY.

11. 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.

#### RIGHT OF ENTRY OF UNION OFFICIALS.

12.—A duly accredited official of the Federated Ironworkers Association of Australia shall have the right to enter employers' workshops for the purpose of conducting union business during the midday meal hour or immediately prior to the starting of work by the night shift provided he notifies the management of his intention to visit the works.

#### PAYMENT OF WAGES.

13. (a) Wages shall be paid weekly or fortnightly.

(b) On the first pay day occurring during his employment, an employee shall be paid whatever wages are due to him up to the completion of his work on the previous day.

(c) Upon termination of the employment wages due to an employee shall be paid to him on the day of such termination, or forwarded to him by post on the next working day.

(d) An employee kept waiting for his wages on pay day for more than a quarter of an hour after the usual time for ceasing work, shall be paid at overtime rates after that quarter hour, with a minimum of a quarter of an hour.

(e) 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.

#### MISCELLANEOUS.

##### *Accommodation and Conveniences.*

##### *Boiling Water.*

14. (a) (i) Employers shall provide boiling water for employees at meal times.

*Drinking Water.*

(ii) 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.

*First-Aid Outfit.*

(iii) In each workshop, and at other places where employees are regularly employed, the employer shall provide and continuously maintain, at a place or places reasonably accessible to all employees, an efficient first-aid outfit.

Clause 8 of Chapter 9 of the Regulations under the *Factories and Shops Act 1928* requires that a first-aid ambulance chest shall be kept in some accessible place upon the premises and that such chest shall be equipped and supplied with the following articles:—

Articles.	Quantities to be kept in Ambulance Chest—
Antiseptic solution .. .. .	1 bottle
Bandages, cotton and gauze .. .. .	1 dozen assorted sizes
Castor oil .. .. .	2 oz.
Iodine, tincture of .. .. .	2 oz.
Manual, first-aid .. .. .	1
Petrolatum, carbolized .. .. .	1 jar
Picric acid solution, made according to the following recipe or prescription:—	
1½ teaspoonfuls of powdered picric acid, 3 oz. of absolute alcohol, and 2 pints of distilled water .. .. .	1 pint
Pins, safety .. .. .	1 packet
Sal volatile .. .. .	6 oz.
Scissors .. .. .	1 pair
Tourniquet .. .. .	1
Tweezers .. .. .	1 pair
Cotton, absorbent .. .. .	} An adequate assortment
Gauze, sterilized, plain .. .. .	
Lint, absorbent .. .. .	
Plaster, adhesive .. .. .	

*Lockers.*

(iv) An employer shall at some reasonably convenient place on his premises provide a suitable locker for each employee in his workshop, or hanging facilities which afford reasonable protection for employees' clothes. In any case in which compliance with this paragraph necessitates the provision of lockers or new or improved hanging facilities, they shall be provided by the 1st July, 1946, unless the employer proves to the satisfaction of the Wages Board that he is unable by reason of shortage of material or labour or any other difficulties to provide such new or improved facilities, in which case their provision may be postponed for such period or periods as the Wages Board determines.

*Showers.*

(v) Employers shall provide for all workmen employed in foundries hot and cold shower baths, which shall be situated away from lavatories.

*Washing and Sanitary Conveniences.*

(vi) Employers shall provide proper and sufficient washing and sanitary conveniences.

*Clothing and Equipment.*

*Damage to Clothing.*

(b) (i) Compensation to the extent of the damage sustained shall be made where in the course of the work clothing is damaged or destroyed by fire, molten metal, red hot bars, or through the use of corrosive substances.

*Gloves.*

(ii) Suitable canvas or leather gloves shall be provided by employers for operators of pneumatic tools and/or punch and shearing machines and suitable gloves or pads for such other work as the foreman and employee may agree.

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

In any case where an organization alleges that an employer or his representative is persistently unreasonable or capricious in relation to such claims, it may bring such case before the Wages Board.

**DEFINITIONS.**

15. "Roller" means an employee who is responsible for the operation of a mill. This responsibility includes the supervision of the men, the setting up of the mill, and the rolling to exact dimensions the sections required.

"Furnaceman" means an employee responsible for the operation of a furnace, heating and discharging material into a mill.

"Assistant furnaceman" means an employee who assists the furnaceman, and who is responsible in the absence of the furnaceman for the heating of the material in the furnace.

"Heater" means an employee who is responsible for the heating of material in one, two or three furnaces prior to the furnaceman taking charge or between the shifts of furnacemen, and who assists the furnaceman generally when the latter is present.

"Roller's assistant" means an employee who assists the roller, is responsible under the roller for the setting up and maintenance of the mill and, when material is being rolled, works at any rolls directed by the roller; provided that when employed on roughing rolls he shall be paid the rougher's rate.

"Rougher" means an employee who works with tongs, back or front, on the first set of rolls receiving material from the furnace. Only three high roughing rolls carry two roughers.

"Year" means the period between the 1st day of June, in each year and the next 31st day of May.

PERIODICAL ADJUSTMENT OF WAGES.

16.—The wages rates set out in clause 2 are based upon the following basic wage 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 17.

Provided that the rates for improvers shall be adjusted proportionately to the basic wage, such adjustments to be to the nearest 3d., half or less than half of 3d. to be disregarded.

Basic Wage.

Place.	Needs Basic Wage (Adjustable).	Loading Constant.	Total Basic Wage.		Index Number Set Assigned.
			£	s. d.	
Victoria .. .. .	£ 5 14 0	s. 6 0	£ 6 0 0		Melbourne

ADJUSTMENT OF BASIC WAGE.

17. (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, 1949, the amounts of the Basic Wage shall be as prescribed in clause 16.

(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.

PIECEWORK.

18.—The lowest piecework price payable to any person employed shall be the price mentioned in the following Schedule which Schedule shall form part of this Determination:—

Such piecework prices shall be adjusted from time to time to conform as far as practicable, and to the nearest farthing, with the wage rate adjustments as set out in clauses 16 and 17, and the following method shall be used for the purpose of such adjustments:—

The piecework prices for the respective classifications shall each be multiplied by the number of shillings (and fraction of a shilling, if any) in the appropriate weekly wage rate as adjusted, and the resultant amount divided by the number of shillings (and fraction of a shilling, if any) in the appropriate weekly wage rate shown in the Determination of the Board which came into operation as from the beginning of the first pay period to commence after the 1st December, 1947.

The Board has also determined that where any person employed on tonnage rates set out in such Schedule fails to earn during any day on which he is so employed an amount equal to one-fifth of the prescribed weekly rate he shall be paid for such day not less than one-fifth of the prescribed weekly rate. Provided that if such employee elects to work for a shorter period than the number of hours fixed for an ordinary day's work he shall be paid a sum proportionate to the time worked.

		s. d.		Large Mill.	
Roller .. .. .	.. .. .	5	4	per ton of finished bars of iron and steel.	
		5	0	per ton of scrap iron bars.	
Rougher .. .. .	.. .. .	3	10½	per ton of finished bars of iron and steel.	
		6	11½	per ton of scrap iron bars.	
Catcher .. .. .	.. .. .	2	7½	per ton of finished bars of iron and steel.	
		3	11½	per ton of scrap iron bars.	
Middleman .. .. .	.. .. .	2	6½	per ton of finished bars of iron and steel.	
Large Hook .. .. .	.. .. .	2	5½	per ton of finished bars of iron and steel.	
		3	6½	per ton of scrap iron bars.	
Small Hook .. .. .	.. .. .	2	5½	per ton of finished bars of iron and steel.	
Platehand .. .. .	.. .. .	2	5½	per ton of finished bars of iron and steel.	
Leading Platehand .. .. .	.. .. .	2	6½	per ton of finished bars of iron and steel.	
		3	9	per ton of scrap iron bars.	
Furnaceman .. .. .	.. .. .	8	4½	per ton of finished bars of iron and steel.	
		12	1½	per ton of scrap iron bars.	
Underhand .. .. .	.. .. .	5	0½	per ton of finished bars of iron and steel.	
		7	3½	per ton of scrap iron bars.	
Carrier Up .. .. .	.. .. .	2	6½	per ton of finished bars of iron and steel.	
Carrier Up (Assistant) .. .. .	.. .. .	2	5½	per ton of finished bars of iron and steel.	
		s. d.		Small Mill.	
Roller .. .. .	.. .. .	8	5	per ton of finished bars of iron and steel billets and iron piles under 30 lb. each.	
		6	8	per ton of finished bars of iron and steel billets and iron piles under 40 lb. each.	
		5	7½	per ton of finished bars of iron and steel billets and iron piles over 40 lb. each.	
Rougher .. .. .	.. .. .	7	2½	per ton of finished bars of iron and steel billets and iron piles under 30 lb. each.	
		5	6½	per ton of finished bars of iron and steel billets and iron piles under 40 lb. each.	
		4	11½	per ton of finished bars of iron and steel billets and iron piles under 60 lb. each.	
		4	9½	per ton of finished bars of iron and steel billets and iron piles over 60 lb. each.	
Catcher .. .. .	.. .. .	4	4½	per ton of finished bars of iron and steel billets and iron piles under 30 lb. each.	
		3	5	per ton of finished bars of iron and steel billets and iron piles under 40 lb. each.	
		3	2	per ton of finished bars of iron and steel billets and iron piles under 60 lb. each.	
		2	11½	per ton of finished bars of iron and steel billets and iron piles over 60 lb. each.	
Middleman .. .. .	.. .. .	3	11	per ton of finished bars of iron and steel billets and iron piles under 30 lb. each.	
		3	2½	per ton of finished bars of iron and steel billets and iron piles under 40 lb. each.	
		3	0½	per ton of finished bars of iron and steel billets and iron piles under 60 lb. each.	
		2	10½	per ton of finished bars of iron and steel billets and iron piles over 60 lb. each.	
Furnaceman .. .. .	.. .. .	13	4½	per ton of finished bars of iron and steel billets and iron piles under 30 lb. each.	
		11	7½	per ton of finished bars of iron and steel billets and iron piles under 40 lb. each.	
		10	5½	per ton of finished bars of iron and steel billets and iron piles under 60 lb. each.	
		8	4½	per ton of finished bars of iron and steel billets and iron piles over 60 lb. each.	
Underhand .. .. .	.. .. .	7	9½	per ton of finished bars of iron and steel billets and iron piles under 30 lb. each.	
		6	7½	per ton of finished bars of iron and steel billets and iron piles under 40 lb. each.	
		6	0½	per ton of finished bars of iron and steel billets and iron piles under 60 lb. each.	
		5	9½	per ton of finished bars of iron and steel billets and iron piles over 60 lb. each.	
Plateman .. .. .	.. .. .	4	4½	per ton of finished bars of iron and steel billets and iron piles under 30 lb. each.	
		2	10	per ton of finished bars of iron and steel billets and iron piles over 30 lb. each.	

NOTE.—The furnaceman and underhand are paid for the output of one furnace.

## MARGINAL RATES.

19. In addition to the basic wage provided in clause 16 the margins and loadings set out in this clause shall be the minimum rate payable to employees therein named :—

Classification.	Margins Per Week.	Loadings Per Week.
	<i>s. d.</i>	<i>s. d.</i>
Roller .. .. .	95 3	6 0
Furnaceman .. .. .	83 6	6 0
Rougher .. .. .	76 0	6 0
Catcher (three high roughing rolls) .. .. .	76 0	6 0
Catcher who is responsible for adjusting guards .. .. .	28 0	6 0
Other Catchers .. .. .	25 0	6 0
Annealer or Heat Treatment Hand .. .. .	38 6	6 0
Roller's Assistant .. .. .	35 6	6 0
Charger .. .. .	26 0	6 0
Shearsman of scrap (Crocodile Shears) .. .. .	26 0	6 0
Yard Shearsman .. .. .	26 0	6 0
Billet Shearsman .. .. .	26 0	6 0
Scrap Bar and/or Scrap Shearsman .. .. .	22 6	6 0
Shearsman (small mill Brooklyn) .. .. .	22 6	6 0
Other Shearsmen .. .. .	17 6	6 0
Sotter Up .. .. .	22 11	6 0
Carrier Up (large mill) .. .. .	20 0	6 0
Carrier Up (small mill) .. .. .	14 8	6 0
Underhand, second, handling up to 300-lb blooms .. .. .	26 10	6 0
Underhand who also assists to feed furnace .. .. .	20 0	6 0
Underhand .. .. .	17 6	6 0
Hookman .. .. .	20 0	6 0
Middleman .. .. .	20 0	6 0
Straightener .. .. .	20 0	6 0
Straightener's Assistant .. .. .	17 6	6 0
Chipper .. .. .	20 0	6 0
Heater .. .. .	25 6	6 0
Assistant Furnaceman .. .. .	20 0	6 0
Plate Hand .. .. .	17 6	6 0
Furnaceman at electric furnace .. .. .	41 6	6 0
Pitman at electric furnace .. .. .	29 0	6 0
Ladleman at electric furnace .. .. .	29 0	6 0
Assistant at electric furnace .. .. .	18 0	6 0
Assistant to Shearsman .. .. .	17 6	6 0
Other employees with not less than three months' experience in this industry .. .. .	6 0	6 0
All others .. .. .	..	6 0

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

J. W. RYAN, Secretary.

Melbourne, 9th December, 1948.



VICTORIA  
GOVERNMENT GAZETTE.

Published by Authority.

[Registered at the General Post Office, Melbourne, for transmission by post as a newspaper.]

No. 32]

TUESDAY, JANUARY 11.

[1949

Factories and Shops Acts.

DETERMINATION OF THE IRONMOULDERS BOARD.

NOTES.—A. This Determination applies to the whole of the State of Victoria.

B. (a) Section 168 of the *Factories and Shops Act* 1928 (No. 3677) extends the powers of this Board to "Steel moulding."

(b) The following trades were proclaimed on 13th January, 1932, as apprenticeship trades under the *Apprenticeship Act* 1928 for the Metropolitan Districts :—Jobbing Moulding and Coremaking, Jobbing Brass Moulding and Coremaking.

Full particulars of the apprenticeship regulations for these trades may be obtained on application to the Secretary Apprenticeship Commission, Russell-street, Melbourne, C.1. (Price 3d.)

IN accordance with the provisions of the *Factories and Shops Acts*, the Wages Board appointed to "determine the lowest prices or rates of payment which may be paid to any person or persons or classes of persons (other than moulders employed in moulding metal bedsteads) employed in the process, trade, or business of an ironmoulder," has made the following Determination, namely :—

1. That on the 24th December, 1948, the last previous Determination of this Board shall be revoked and replaced by this Determination.

2.

Adults.	Per Week of 40 Hours.		
	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.	All other Parts of Victoria.
WAGES.	£ s. d.	£ s. d.	£ s. d.
<i>Pipe Moulders making Pipes (other than Steam and Hydraulic Pipes) on a Bank or Cast Vertically—</i>			
Bank pipe moulder—			
5 and 6 inch, headman .. .. .	8 8 6	8 15 0	8 5 6
5 and 6 inch, footman .. .. .	8 0 0	8 6 6	7 17 0
4 inch and under, headman .. .. .	8 3 0	8 9 6	8 0 0
4 inch and under, footman .. .. .	7 13 0	7 19 6	7 10 0
Vertical pipe moulders—			
Rammer, coremaker, corer, or caster .. .. .	7 10 6	7 17 0	7 7 6
Dresser of pipes, including dresser on emery wheels .. .. .	7 10 0	7 16 6	7 7 0

Adults.	Per Week of 40 Hours.		
	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>Persons Employed in making Pipes by Machinery—</i>			
<b>Coremakers—</b>			
5 and 6 inch, faucet .. .. .	8 4 0	8 10 6	8 1 0
5 and 6 inch, spigot .. .. .	7 13 0	7 19 6	7 10 0
4 inch and under, faucet .. .. .	7 17 0	8 3 6	7 14 0
4 inch and under, spigot .. .. .	7 9 0	7 15 6	7 6 0
<b>Finishers and casters—</b>			
5 and 6 inch .. .. .	8 4 0	8 10 6	8 1 0
4 inch and under .. .. .	7 17 0	8 3 6	7 14 0
<i>Metal Moulding.</i>			
Jobbing moulder and/or coremaker .. .. .	8 12 0	8 18 6	8 9 0
<b>Plate and machine moulder and/or coremaker—</b>			
1st six months' experience .. .. .	7 8 0	7 14 6	7 5 0
2nd six months' experience .. .. .	7 11 0	7 17 6	7 8 0
3rd six months' experience .. .. .	7 14 0	8 0 6	7 11 0
Thereafter .. .. .	7 19 0	8 5 6	7 16 0
Dresser and grinder (when using portable machine) .. .. .	7 12 0	7 18 6	7 9 0
Dresser and grinder (other) .. .. .	7 10 0	7 16 6	7 7 0
Furnaceman—cupola .. .. .	7 17 0	8 3 6	7 14 0
Furnaceman—electric .. .. .	7 16 0	8 2 6	7 13 0
Furnaceman—other .. .. .	7 14 0	8 0 6	7 11 0
Assistant furnaceman .. .. .	7 8 0	7 14 6	7 5 0
Loader and unloader of annealing furnace .. .. .	7 8 0	7 14 6	7 5 0
<b>Dresser, shot blast and sand blast—</b>			
(a) who operates from outside a properly enclosed cabin .. .. .	7 8 0	7 14 6	7 5 0
(b) other .. .. .	7 18 0	8 4 6	7 15 0
*Employee directly assisting an employee whose margin above the basic wage is 25s. or more .. .. .	7 8 0	7 14 6	7 5 0

(Experience for the purpose of calculating the rates payable to plate and machine moulders and/or coremakers shall include all experience as a moulder or coremaker, jobbing or machine, as the case may be, whether as a junior or an adult.)

\*Upon its true construction this classification applies to employees in foundries employed:—

- (i) mixing of facing or core sand in sand mills or mixing machines and all riddling of sand except as provided under the heading of "Moulders' Assistants";
- (ii) wheeling sand to moulders or core shop;
- (iii) conveying metal either by hand runway or wheel bogie to moulders;
- (iv) removing castings, runners, risers, scrap or pig;
- (v) knocking out boxes and castings;
- (vi) knocking off runners;
- (vii) returning sand to moulders; and
- (viii) cleaning up.

*Leading Hands.*

Leading hands in charge of not less than three and not more than ten employees, 9s. per week extra; more than ten and not more than twenty employees, 18s. per week extra; more than twenty employees, 27s. per week, extra.

3.

**APPRENTICESHIP**

(other than those covered by the Apprenticeship Commission).

*Apprenticeship Trades.*

(a) An employer shall not employ minors in the following trade or occupation otherwise than under a contract of apprenticeship as hereunder provided:—Moulder and/or coremaker—Jobbing.

*Period of Apprenticeship.*

(b) If the apprentice when indentured is under the age of seventeen years—five years; if over the age of seventeen years—four or five years, at the option of the contracting parties.

*Contract of Apprenticeship.*

(c) Every contract of apprenticeship hereinafter made shall contain—

- (i) the names of the parties;
- (ii) the date of birth of the apprentice;
- (iii) statement of the trade or trades to which the apprentice is to be bound and which he is to be taught during the course and for the purpose of the apprenticeship.
- (iv) a covenant by the master to teach and instruct or cause the apprentice to be taught or instructed in the trade to which the apprentice is bound;
- (v) the date at which the apprenticeship is to commence or from which it is to be calculated;
- (vi) all other conditions of apprenticeship.

*Cancellation or Suspension of Indenture.*

(d) Subject to the approval of the Wages Board, 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 Wages Board, 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.

*Proportion.*

(e) The proportion of apprentices who may be taken by an employer shall, except as hereinafter prescribed, be one apprentice to every three, or fraction of three, tradesmen in the trade concerned.

The exceptions are: Jobbing moulder and/or coremaker—one apprentice for every two, or fraction of two, tradesmen in the trade concerned.

For the purpose of ascertaining the number of apprentices, 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.

A person who is for a term not exceeding two years taking practical training in a workshop in continuance of a course of training for professional work shall not be taken into account in calculating the proportion of apprentices to journeymen.

*Adult Apprentices.*

(f) Any apprentice who cannot complete his full term of apprenticeship before reaching his twenty-second birthday may, by agreement with his master, serve as an apprentice until he reaches the age of 23 years.

*Probationary Period.*

(g) Minors may be taken on probation for three months and, if apprenticed, such three months shall count as part of their period of apprenticeship. An employer shall, within fourteen days of employing a probationer, notify the appropriate apprenticeship authorities of the employment of such probationer to any of the trades mentioned herein.

*Wages.*

(h) The minimum weekly rates of wage for apprentices shall be the under-mentioned percentages of the contemporaneous needs basic wage prescribed for the area in which they are employed, and in addition thereto the constant and war loadings specified and in all contracts of apprenticeship hereafter made the employer shall covenant to pay wages of not less than such rates.

WAGES PER WEEK OF 40 HOURS.

	Percentage of Needs Basic Wage.	Constant Loading.	War Loading.	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.	All Other Parts of Victoria.
<i>Four and Five-year Terms.</i>						
	Per Week.	Per Week.	Per Week.	£ s. d.	£ s. d.	£ s. d.
1st year .. .. .	25	s. d.	s. d.	1 9 0	1 11 0	1 8 6
2nd year .. .. .	33	1 0	1 0	1 19 6	2 2 0	1 18 6
3rd year .. .. .	50	1 6	1 6	3 0 0	3 3 0	2 18 6
4th year .. .. .	83	2 0	2 3	4 19 0	5 4 6	4 16 6
5th year .. .. .	100 plus 6s.	2 0	3 0	6 5 0	6 11 6	6 2 0
<i>Four-year Terms—Apprentices commencing after the Age of 17 Years.</i>						
1st year .. .. .	29	..	0 9	1 14 0	1 15 6	1 13 0
2nd year .. .. .	50	1 0	1 6	2 19 6	3 2 6	2 18 0
3rd year .. .. .	83	2 0	2 3	4 19 0	5 4 6	4 16 6
4th year .. .. .	100 plus 6s.	2 0	3 0	6 5 0	6 11 6	6 2 0

An employee who is under 21 years of age on 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 prescribed for that classification.

*Hours.*

(i) The ordinary hours of employment of apprentices shall not in each workshop exceed those of the journeymen.

*Overtime and Shift Work.*

(j) No apprentice under the age of 18 years shall be required to work overtime or shift work unless he so desires.

No apprentice shall except in an emergency work or be required to work overtime or shift work at times which would prevent his attendance at technical school as required by any statute, determination or regulation applicable to him.

*Payment by Results.*

(k) An apprentice shall not work under any system of payment by results.

*Lost Time.*

(l) The apprentice at the end of the calendar period of any year in which he has actually given service to the master upon less than the ordinary working days prescribed in this Determination, or on which he has unlawfully absented himself without the master's consent, shall, for every day short of the said number of working days, and for every day of such absence, serve one day, and the calendar period of the succeeding year of his service shall not be deemed to begin until the said additional day or days shall have been served: Provided that in calculating the extra time to be so served the apprentice shall be credited with time which he has worked during the relevant year in excess of his ordinary hours.

*Prohibition of Premiums.*

(m) An employer shall not, either directly or indirectly, or by any pretence or device, receive from any person or require or permit any person to pay or give any consideration in the nature of a premium or bonus for the taking or binding of any probationer or apprentice.

*Attendance at Technical Schools.*

(n) Apprentices attending technical colleges or schools and presenting reports of satisfactory conduct shall be reimbursed all fees paid by them.

*Annual and Sick Leave.*

(o) Apprentices shall be entitled to sick and annual leave in accordance with the provisions of clauses 15 and 16 hereof respectively.

## FEMALES AND UNAPPRENTICED MALE JUNIORS.

4. (a) Subject to the exceptions hereinafter provided, the minimum rates of wages for adult and junior females and for unapprenticed male juniors employed in occupations for which apprenticeship is not provided by this Determination shall be the under-mentioned :—

## WAGES PER WEEK OF 40 HOURS.

	Percentage of Needs Basic Wage.	Constant Loading.	War Loading.	Additional Amount.	Total Wage Payable—		
					Within 20 Miles of G.P.O., Melbourne; 10 Miles of G.P.O., Geelong; at Warrnambool, and Gippsland Districts.	At Yallourn.	All Other Parts of Victoria.
		<i>s. d.</i>	<i>s. d.</i>	<i>s. d.</i>	<i>£ s. d.</i>	<i>£ s. d.</i>	<i>£ s. d.</i>
<i>I.—Adult Females.</i>							
Under three months' experience .. ..	65	3 0	..	6 0	4 3 0	4 7 6	4 1 0
All others .. ..	75	3 0	..	7 0	4 15 6	5 0 6	4 13 0
<i>II.—Junior Females.</i>							
17 years of age and under ..	40	1 0	..	3 6	2 10 0	2 12 6	2 9 0
18 years of age .. ..	47½	1 3	..	4 0	2 19 6	3 2 6	2 18 0
19 years of age .. ..	55	1 6	..	4 6	3 8 6	3 12 6	3 7 0
20 years of age .. ..	62½	2 0	..	5 0	3 18 0	4 2 6	3 16 6
<i>III.—Junior Males.</i>							
Under 16 years of age ..	25	0 6	1 0	2 0	1 12 0	1 13 6	1 11 0
16 years of age .. ..	33	0 9	1 9	2 6	2 2 6	2 5 0	2 1 6
17 years of age .. ..	60	1 0	3 0	5 0	3 17 6	4 1 6	3 15 6
18 years of age .. ..	75	2 0	4 0	6 0	4 17 6	5 2 6	4 15 0
19 years of age and over ..	90	2 6	4 6	7 0	5 16 6	6 2 6	5 14 0

Provided that the rate payable to any employee shall not, excluding the constant loading, be less than 20s.

The total wage shall be calculated to the nearest sixpence, any broken part of sixpence in the result not exceeding threepence to be disregarded.

A junior employee of eighteen years or more shall be paid 3s. per week in addition to the rates prescribed herein while he is employed as a furnaceman or assistant to a furnaceman.

(b) Except in the case of employees in foundries, the minimum rate payable to a junior female of any age or a junior male of eighteen years or more each with less than six months' experience under this Determination shall, until he or she has had six months' experience, be 10 per cent. less than the amount represented by the percentage of the needs basic wage hereby prescribed for a junior employee of his or her age and in addition thereto the constant loading specified for such an employee :

Provided that this sub-clause shall not operate to reduce the rates paid to any female employee as from the beginning of the first pay period to commence in August, 1942.

(c) Junior employees employed on the following machines or operations shall be paid at not less than the appropriate adult minimum rates :—

- (i) Assisting steel furnace ladleman, other than in daubing or repairing ladles.
- (ii) Breaking up pig iron.

(d) Junior employees shall not be employed—

if under 18 years as furnacemen or assistants to furnacemen.

## SPECIAL RATES.

5. In addition to the wages prescribed in clauses 2, 3, and 4 hereof, the following special rates and allowances shall be paid to employees, including apprentices and unapprenticed juniors :—

*Wet Places.*

(a) An employee working in any place where his clothing or boots become saturated, whether by water, oil, or otherwise, shall be paid 2d. per hour extra : Provided that this extra rate shall not be payable to an employee who is provided by the employer with suitable and effective protective clothing and/or footwear : And provided further that any employee who becomes entitled to this extra rate shall be paid such extra rate for such part of the day or shift as he is required to work in wet clothing or boots.

*Hot Places.*

(b) Working for more than one hour in the shade in places where the temperature is raised by artificial means to between 115 and 130 degrees Fahrenheit, 1½d. per hour extra ; in places where the temperature exceeds 130 degrees Fahrenheit, 3d. per hour extra. Where work continues for more than two hours in temperature exceeding 130 degrees Fahrenheit, employees shall also be entitled to twenty minutes' rest after every two hours' work without deduction of pay. The temperature shall be decided by the foreman of the work after consultation with the employees who claim the extra rate.

*Special Rates not Cumulative.*

(c) Where more than one of the disabilities entitling a workman to extra rates exist on the same job the employer shall be bound to pay only one rate, namely, the highest for the disabilities so prevailing.

*Rates not Subject to Penalty Additions.*

(d) The special rates herein prescribed shall be paid irrespective of the times at which the work is performed, and shall not be subject to any premium or penalty additions.

## TRAVELLING AND BOARD.

6. (a) An employee who on any day or from day to day is required to work at a job away from his accustomed workshop or depot shall at the direction of his employer present himself for work at such job at the usual starting time ; but for all time reasonably spent in reaching and returning from such job (in excess of the time normally spent in travelling from his home to such workshop or depot and returning) he shall be paid travelling time, and also any fares reasonably incurred in excess of those normally incurred in travelling between his home and such workshop or depot.

An employee who with the approval of his employer uses his own means of transport for travelling to or from outside jobs shall be paid the amount of excess fares which he would have incurred in using public transport unless he has an arrangement with his employer for a regular allowance.



- (b) An employee—
- (i) engaged in one locality to work in another: or
  - (ii) sent from his usual locality to another for employment which can reasonably be regarded as permanent, involving a change of residence, shall be paid travelling time whilst necessarily travelling between such localities, and, for a period not exceeding three months, expenses.
- (c) An employee sent from his usual locality to another (in circumstances other than those prescribed in sub-clause (b) hereof) and required to remain away from his usual place of abode shall be paid travelling time whilst necessarily travelling between such localities, and expenses whilst so absent from his usual locality.
- (d) The rate of pay for travelling time shall be ordinary rates, except on Sundays and holidays, when it shall be time and a half.
- (e) The maximum travelling time to be paid for shall be twelve hours out of every twenty-four hours, or when sleeping berth is provided by the employer for all-night travel, eight hours out of every twenty-four.
- (f) "Expenses" for the purpose of this clause means:—
- (i) All fares reasonably incurred.  
For boat travel the fares allowed shall be first-class on coastal boats, and on interstate boats where there is no second-class as distinct from steerage; and for rail travel, second-class, except where all-night travelling is involved, when they shall be first-class, with sleeping berth where available.
  - (ii) Reasonable expenses incurred whilst travelling, including 2s. 6d. for each meal taken.
  - (iii) A reasonable allowance to cover the cost incurred for board and lodging.
- (g) A camping allowance of 3s. per day for every day, including Sunday, shall be paid to employees engaged on country jobs at places where ordinary board and residence is not obtainable and camping in tents, cubicles or other temporary shelter is necessary; Provided that where cooked meals are procurable by the employee at a mess established by the employer, the amount of such country allowance shall be 9d. per day for every day, including Sunday.
- (h) Until further order an employer shall be free to engage labour on the site of a job carried on away from the workshop, without payment of any travelling time or fares, unless such employee is sent from the workshop; Provided that if any employee engaged for the erection of a job had previously been engaged by the same employer in the fabrication of the job in a workshop he shall be paid fares in excess of those incurred in travelling to and from the work-shop.

#### HOURS OF WORK.

##### Day Workers.

7. (a) The ordinary hours of work shall be 40 per week to be worked in five days of not more than 8 hours (Monday to Friday inclusive) and one day (Saturday) of not more than 4 hours; or five days (Monday to Friday inclusive) of 8 hours each continuously except for meal breaks at the discretion of the employer, between 7 a.m. and 5.30 p.m. on Monday to Friday inclusive, and 7 a.m. and noon on Saturday.

In localities where the recognized half-holiday is on a day other than Saturday the day so recognized may be substituted for Saturday for all the purposes of this Determination.

Provided that the spread of hours or the daily hours prescribed may be altered as to all or a section of the employees by mutual agreement between an employer and the representative of the union in that shop.

##### Five-Days Week.

- (b) In any case in which the ordinary week's work of 40 hours can be performed in five days as aforesaid without—
- (i) detriment to the public interest;
  - (ii) loss in the value of goods handled or to be handled;
  - (iii) reducing the efficiency of production; or
  - (iv) reducing the efficacy of the necessary service,

the employer shall allow those employees who so desire to do so to work their ordinary hours in five days as aforesaid. Any dispute as to whether the ordinary hours of work can in any case or cases, be worked in five days without detriment, loss or reduction as aforesaid shall be determined by the Wages Board upon application made by or on behalf of the employees. Upon such an application proof that the working of a five-days week will result in such detriment, loss or reduction as aforesaid shall be upon the employer.

This sub-clause shall not apply to employees engaged on the maintenance and servicing of plant.

It is a condition of the allowing of a five-days week hereunder that if required employees shall comply with the reasonable and lawful orders of the employer as to working overtime, including the working of overtime on Saturday.

#### SHIFT WORK.

##### Definitions.

8. (a) For the purposes of this clause—
- "Afternoon shift" means any shift finishing after 6 p.m. and at or before midnight.
- "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, or due to unavoidable causes beyond the control of the employer.
- "Night shift" means any shift finishing subsequent to midnight and at or before 8 a.m.
- "Rostered shift" means a shift of which the employee concerned has had at least 48 hours' notice.

##### Hours—Continuous Work Shifts.

- (b) 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) 8 in any 1 day; or
- (ii) 48 in any 1 week; or
- (iii) 88 in 14 consecutive days; or
- (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 not more than eight hours, inclusive of crib time;
- (ii) except at the regular change-over of shifts an employee shall not be required to work more than one shift in each 24 hours;
- (iii) twenty minutes shall be allowed to shift workers each shift for crib, which shall be counted as time worked.

*Hours—Other than Continuous Work.*

(c) This sub-clause shall apply to shift workers not upon continuous work as hereinbefore defined. The ordinary hours of such shift workers shall not exceed—

- (i) 40 in any week to be worked in five shifts of 8 hours, on Monday to Friday inclusive, or five shifts of not more than 8 hours and one shift (Saturday) of not more than 4 hours; or
- (ii) 80 in 14 consecutive days, in which case an employee shall not, without payment for overtime, be required to work more than 8 consecutive hours on any shift, or more than six shifts in any week; or
- (iii) 120 in 21 consecutive days, in which case an employee shall not, without payment for overtime, be required to work more than 8 consecutive hours on any shift, or more than six shifts in any week.

Such ordinary hours shall be worked continuously except for meal breaks at the discretion of the employer. An employee shall not be required to work for more than six hours without a break for a meal.

Except at regular change over of shifts an employee shall not be required to work more than one shift in each 24 hours.

*Rosters.*

(d) Shift rosters shall specify the commencing and finishing times of ordinary working hours of the respective shifts.

*Variation by Agreement.*

(e) The method of working shifts may in any case be varied by agreement between the employer and the accredited representative of the union to suit the circumstances of the establishment.

The time of commencing and finishing shifts once having been determined may be varied by agreement between the employer and the accredited representative of the union to suit the circumstances of the establishment, or in the absence of agreement by seven days' notice of alteration given by the employer to the employees.

*Afternoon or Night Shift Allowances.*

(f) Shift workers on continuous work whilst on afternoon or night shifts shall be paid  $7\frac{1}{2}$  per cent. more than the ordinary rates for such shifts.

Shift workers on other than continuous work whilst on afternoon or night shifts shall be paid 10 per cent. more than the ordinary rates for such shifts.

Shift workers who work on any afternoon or night shift which does not continue for at least five successive afternoons or nights in a five-day workshop or for at least six successive afternoons or nights in a six-day workshop shall be paid at the rate of time and a half.

An employee who—

- (i) during a period of engagement on shift works night shift only; or
- (ii) remains on night shift for a longer period than four consecutive weeks; or
- (iii) works on a night shift which does not rotate or alternate with another shift or with day work so as to give him at least one-third of his working time off night shift in each shift cycle,

shall during such engagement, period or cycle, be paid at the rate of time and a quarter for all time worked during ordinary working hours on such night shifts.

(fi) The minimum rate to be paid to any shift worker for work performed between midnight on Friday and midnight on Saturday shall be time and a quarter. Such extra rate to be in substitution for and not cumulative upon the shift premiums prescribed in the first and second paragraphs of sub-clause (f) hereof.

*Overtime.*

(g) 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

- (i) if employed on continuous work be paid at the rate of double time; or
- (ii) if employed on other shift work at the rate of time and a half for the first four hours and double time thereafter, except in each case when the time is worked—
- (iii) by arrangement between the employees themselves;
- (iv) for the purpose of effecting the customary rotation of shifts; or
- (v) is due to the fact that the relief man does not come on duty at the proper time; or
- (vi) 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 14 (b) hereof.

Provided that when not less than 8 hours' notice has been given to the employer by the relief man that he will be absent from work and the employee whom he should relieve is not relieved the unrelieved employee shall be paid at the rate of time and a half for the first 4 hours on duty after he has finished his ordinary shift and at the rate of double time thereafter except where the employee is required to continue to work on his rostered day off, when he shall be paid double time.

*Compulsory Overtime.*

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

*Sundays and Holidays.*

(A) Shift workers on continuous work shifts for work done on a rostered shift the major portion of which is performed on a Sunday or holiday shall be paid at the rate of time and a half.

Shift workers on other than continuous work for all time worked on a Sunday or holiday shall be paid at the rates prescribed by clause 11 of this Determination. Where shifts commence between 11 p.m. and midnight on a Sunday or holiday the time so worked before midnight shall not entitle the employee to the Sunday or holiday rate; provided that the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or holiday and extending into a Sunday or holiday shall be regarded as time worked on such Sunday or holiday.

*Junior and Female Employees.*

(i) Female shift workers, apprentices or juniors whilst on afternoon or night shifts shall be paid not less than the rates hereinbefore prescribed or 1s. per shift whichever is the higher.

*MIXED FUNCTIONS.*

9. 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.*

10. (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 or sub-clause (b) hereof in computing overtime each day's work shall stand alone.

*Rest Period After Overtime.*

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

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.

*Call Back.*

(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 purposes 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.

*Saturday Work—Five-days Week.*

(d) A day worker on a five-days week required to work overtime on a Saturday shall be afforded at least three hours' work or paid for three hours at the appropriate rate except where such overtime is continuous with overtime commenced on the day previous.

*Standing By.*

(e) 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.

*Meal Hours—General.*

(f) For work done during meal hours and thereafter until a meal-hour 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.

*Meal Hours—Maintenance Employees.*

(g) Subject to the provisions of the second part of sub-clause (f) 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 break-downs of plant or upon routine maintenance of plant which can only be done while such plant is idle.

*Crib Time.*

(h) 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.

Provided that where a day worker on a five-days week is required to work overtime on a Saturday the first prescribed crib time shall, if occurring between 10 a.m. and 1 p.m., be paid at ordinary rates.

Unless the period of overtime is less than one and a half hours an employee before starting overtime after working ordinary hours shall 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.

*Tea Money.*

(i) 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.

*Transport of Employees.*

(j) When an employee, after having worked overtime, or a shift for which he has not been regularly rostered, finishes 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.

*Compulsory Overtime.*

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

**HOLIDAYS AND SUNDAY WORK.**

11. (a) Employees shall be entitled to the following public holidays without loss of pay as regards employees on weekly hiring:—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. Provided that Christmas Day and Boxing Day shall for the year, 1948, be deemed to fall on the 27th and 28th days of December, 1948, respectively, and that New Year's Day for the year, 1949, shall be deemed to fall on the 3rd day of January, 1949.

Any employer who has given to his employees notice under paragraph (j) of sub-clause (m) of clause 16 of this Determination of his intention to close down his plant or section or sections thereof for the purpose of allowing annual leave may alter the date of such intended closing down by substituting a date no more than two days earlier than the date of which notice was given upon giving at least one week's notice of such alteration.

By agreement between any employer and his employees, other days may be substituted for the said days or any of them as to such employer's undertaking.

(b) An employee not engaged on continuous work shall be paid at the rate of double time for work done on Sundays and public holidays, such double time to continue until he is relieved from duty.

(c) An employee, other than a casual employee, not engaged in continuous work who works on a Sunday or a public holiday, and (except for meal breaks) immediately thereafter continues such work, shall on being relieved from duty be entitled to be absent until he has had eight consecutive hours off duty, without deduction of pay for ordinary time of duty occurring during such absence.

(d) Employees, other than on shift, required to work on Sundays or public holidays shall be paid for a minimum of three hours' work.

**EXTRA RATES NOT CUMULATIVE.**

12. Extra rates in this Determination, except rates prescribed in clause 5, are not cumulative so as to exceed the maximum of double the ordinary rates.

**PAYMENT OF WAGES.**

13. (a) Wages shall be paid weekly or fortnightly.
- (b) On the first pay day occurring during his employment, an employee shall be paid whatever wages are due to him up to the completion of his work on the previous day: Provided that this sub-clause shall not apply to employers who make a practice of allowing advances to employees approximating wages due.
- (c) Upon termination of the employment wages due to an employee shall be paid to him on the day of such termination, or forwarded to him by post on the next working day.
- (d) An employee kept waiting for his wages on pay day for more than a quarter of an hour after the usual time for ceasing work shall be paid at overtime rates after that quarter-hour, with a minimum of a quarter of an hour.
- (e) 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.

**CONTRACT OF EMPLOYMENT.***Weekly Employment.*

14. (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 employees 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 15 hereof, lose his pay for the actual time of such non-attendance.

*Casual Employment.*

- (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 for the work which he or she performs, plus 10 per cent.

*Late Comers.*

- (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.**

15. (a) An employee on weekly hiring 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 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 Wages Board) 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.

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.

*Single Day Absences.*

- (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.

*Cumulative Sick Leave.*

- (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 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.

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

*Attendance at Hospital, &c.*

- (d) 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.

**ANNUAL LEAVE.***Period of Leave.*

16. (a) 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 on weekly hiring in any one or more of the occupations to which this Determination applies.

*Seven-day Shift Workers.*

- (b) In addition to the leave hereinbefore proscribed 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 proscribed 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 11 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 the period of annual leave time equivalent to the ordinary time which the employee would have worked if such day had not been a holiday.

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 employee and the employer 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. A notification given by an employee pursuant to clause 15 shall be accepted as a notification under this sub-clause.

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 purposes 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 to the union whose members have participated in such concerted or collective absenteeism a copy of same 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 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-clauses (l) and (m) 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 11 of this Determination.

*Payment for Period of Leave.*

(k) Each employee before going on leave shall be paid two weeks' wages, except a shift worker or an employee taking his leave pursuant to sub-clause (d) of this clause either of whom 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 periods. For the purposes of this sub-clause and sub-clause (l) hereof wages shall be at the rate prescribed by clauses 2, 3, and 4 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 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 subject to sub-clause (f) hereof 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.  
Provided that all time during which an employee is stood off without pay for the purposes of this sub-clause shall be deemed to be time of service in the next twelve-monthly qualifying period.
- (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 (i) of this clause subject to adjustment for any proportionate leave which he may have been allowed as aforesaid.

MISCELLANEOUS.

*Accommodation and Conveniences*

*Boiling Water.*

17. (a) (i) Employers shall provide boiling water for employees at meal times.

*Drinking Water.*

(ii) 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.

*First Aid Outfit.*

(iii) In each workshop, and at other places where employees are regularly employed, the employer shall provide and continuously maintain, at a place or places reasonably accessible to all employees, an efficient first aid outfit.

Clause 8 of Chapter 9 of the Regulations under the *Factories and Shops Act 1928* requires that a first-aid ambulance chest shall be kept in some accessible place upon the premises, and that such chest shall be equipped and supplied with the following articles :—

Articles.	Quantities to be kept in Ambulance Chest—
Antiseptic solution .. .. .	1 bottle
Bandages, cotton and gauze . . . . .	1 dozen assorted sizes
Castor oil .. .. .	2 oz.
Iodine, tincture of .. .. .	2 oz.
Manual, first-aid .. .. .	1
Petrolatum, carbolyzed .. .. .	1 jar
Picric acid solution, made according to the following recipe or prescription :—	
1½ teaspoonfuls of powdered picric acid, 3 ozs. of absolute alcohol, and 2 pints of distilled water	1 pint
Pins, safety .. .. .	1 packet
Sal volatile .. .. .	6 oz.
Scissors .. .. .	1 pair
Tourniquet .. .. .	1
Tweezers .. .. .	1 pair
Cotton, absorbent .. .. .	} An adequate assortment
Gauze, sterilized, plain .. .. .	
Lint, absorbent .. .. .	
Plaster, adhesive .. .. .	

*Lockers.*

(iv) An employer shall at some reasonably convenient place on his premises provide a suitable locker for each employee in his workshop, or hanging facilities which afford reasonable protection for employees' clothes. In any case in which compliance with this paragraph necessitates the provision of lockers or new or improved hanging facilities, they shall be provided by the 1st July, 1946, unless the employer proves to the satisfaction of the Wages Board that he is unable by reason of shortage of material or labour or any other difficulties to provide such new or improved facilities, in which case their provision may be postponed for such period or periods as the Wages Board determines.

*Showers.*

(v) Employers shall provide for all workmen employed in foundries hot and cold shower baths, which shall be situated away from lavatories.

*Washing and Sanitary Conveniences.*

(vi) Employers shall provide proper and sufficient washing and sanitary conveniences.

*Clothing, Equipment and Tools.*

*Damage to Clothing and Tools.*

(b) (i) 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.

*Goggles.*

(ii) 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.

*Tools.*

(iii) Until further order the employer shall provide for each employee such tools as were customarily provided at the time of the making of this Determination. The employee shall replace or pay for any tools so provided if lost through his negligence.

*Dressing Castings.*

(c) Where practicable the dressing and rumberling of castings shall not be carried out in close proximity to employees not doing that work.

*Ladles.*

- (d) (i) All ladles of a holding capacity of 15 cwt. or more in use at the time of the making of this Determination shall be fitted with safety worm gear or an equivalent safety fitting; and all ladles of a holding capacity of 10 cwt. or more hereafter brought into operation shall be fitted with safety worm gear.
- (ii) Where molten metal is carried in ladles by hand the weight of molten metal shall not exceed :—  
Single-handled ladles—60 lb., including the weight of the ladle.  
Other ladles— $\frac{1}{4}$  cwt. per man.
- (iii) Where molten metal is carried by hand a clear passageway not less than 2 ft. 6 in. wide shall be made.

*Females—Rest Period and Seats.*

- (e) Female employees shall be allowed a rest period of not less than ten minutes during each day or shift, to be taken during the first or second half of the day or shift as may be decided by a majority of the female employees in a shop. When requested by employees and where practicable suitable seats shall be provided by the employer for female employees.

*Ventilation.*

- (f) While any work is being carried on in any confined or enclosed space in which—
- (i) fumes, gases, dust or vapours which may be dangerous or injurious are liable to be present or to be generated in the course of the work; or
  - (ii) the atmosphere may otherwise become vitiated, the employer shall install a suction exhaust apparatus, through which by means of a power-driven fan air is drawn from the vicinity of the work in relation to which it is installed.
- Where it is impracticable to install such suction exhaust apparatus the employer shall take all such steps as are necessary to ensure safe working conditions in any such confined or enclosed space.
- This sub-clause shall not be deemed to be inconsistent with the Harmful Gases, Vapours, Mists, Smokes and Dust Regulations 1945 (published in the Victorian Government Gazette No. 21, dated 7th February, 1945), and shall not apply to any processes or occupations to which those Regulations apply.

*SHOP STEWARDS.*

18. An employee appointed 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 the employer or his representative on matters affecting employees whom he represents.

*RIGHT OF ENTRY OF UNION OFFICIAL.*

19. (a) For the purpose of interviewing employees on legitimate union business, a duly accredited union representative shall have the right to enter employers' premises during the midday meal break on the following conditions :—
- (i) That he produces his authority to the gatekeeper or such other person as may be appointed by the employer;
  - (ii) that he interviews employees only at places where they are taking their meal;
  - (iii) that not more than one representative of each of not more than three unions be on the premises at any one time;
  - (iv) that no one representative visit the premises more than once in each week;
  - (v) that if any employer alleges that a representative is unduly interfering with his work, 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, but the representative shall have the right to bring such refusal before the Wages Board.

Provided that where certain employees are working under a system of shift work which precludes a representative from interviewing them during the midday meal break, 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, or failing agreement, at such times and under such conditions as the Wages Board may decide.

- (b) 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 :—
- (i) That he discloses to the employer or his representative the complaint which he desires to investigate;
  - (ii) that he makes his investigations in the presence of the employer or his representative (if the employer so desires);
  - (iii) that he does not interfere with work proceeding in the workshop or plant;
  - (iv) that he conducts himself properly.

(c) A union representative shall be a duly accredited representative of an organization concerned if he be the holder for the time being of a certificate, signed by the General Secretary of that organization, and bearing the seal of that organization, in the following form, or in a form not materially differing therefrom :—

(Name of Organization.)

THIS IS TO CERTIFY THAT  
organization.

(SEAL)

Specimen signature of holder

is a duly accredited representative of the above-named

General Secretary.  
Date

Strictly not transferable.

*TIME AND WAGES BOOK.*

20. (a) Each employer shall keep a record from which can be readily ascertained 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 record 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 when entering or leaving the employer's premises.
- (c) The time and wages record shall be open for inspection to a duly accredited union official 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 one fortnight at the same establishment.
- (d) The official making such inspection shall be entitled to take a copy of entries in a time and wages record relating to the suspected breach of the Determination.

*NOTICE BOARD.*

- 21 The employer shall permit a notice board of reasonable dimensions to be erected in a prominent position in his establishment, upon which accredited union representatives shall be permitted to post formal union notices, signed or countersigned by the representative posting same.
- Any notice posted on such board not so signed or countersigned may be removed by an accredited Union representative or by the employer.

DEFINITIONS.

22. "Sunday" means all time between midnight Saturday and midnight Sunday.  
 "Year" means the period between the 1st day of June in each year and the next 31st day of May.  
 "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.  
 "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 made by a machine process.  
 "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.  
 "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.

PERIODICAL ADJUSTMENT OF WAGES.

23. The wages rates set out in clause 2 are based upon the following basic wage 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 in clause 24.

Basic Wage.

Place.	Needs Basic Wage (Adjustable).	Loading Constant.	Total Basic Wage.	Index Number Set Assigned.
	£ s. d.	s. d.	£ s. d.	
Victoria— Within 20 miles of G.P.O., Melbourne; 10 miles of G.P.O., Geelong; at Warrnambool, and within Mildura and Gippsland Districts Yallourn—6s. 6d. in excess of basic wage for Melbourne. Elsewhere—3s. less than the contemporaneous basic wage for Melbourne.	5 14 0	6 0	6 0 0	Melbourne

ADJUSTMENT OF BASIC WAGE

24. (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, 1949, the amounts of the basic wage shall be as prescribed in clause 23.

(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 amounts of the needs basic wage shall be adjusted by the following method, namely, by multiplying the last 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.

MARGINAL RATES.

25. In addition to the basic wage provided in clause 23, the margins and war loadings set out in this clause shall be the minimum rate payable to employees therein named :—

Classification.	Margins Per Week.	Wartime Loadings Per Week.
	s. d.	s. d.
<i>Pipe Moulders making Pipes (other than Steam and Hydraulic Pipes) on a Bank or Cast Vertically.</i>		
Bank pipe moulders—		
5 and 6 inch, headman .. .. .	42 6	6 0
5 and 6 inch, footman .. .. .	34 0	6 0
4 inch and under, headman .. .. .	37 0	6 0
4 inch and under, footman .. .. .	27 0	6 0
Vertical pipe moulders—		
Rammer, coremaker, corer, or caster .. .. .	24 6	6 0
Dresser of pipes, including dresser on emery wheels .. .. .	24 0	6 0
<i>Persons Employed in making Pipes by Machinery.</i>		
Coremakers—		
5 and 6 inch, faucet .. .. .	38 0	6 0
5 and 6 inch, spigot .. .. .	27 0	6 0
4 inch and under, faucet .. .. .	31 0	6 0
4 inch and under, spigot .. .. .	23 0	6 0
Finishers and casters—		
5 and 6 inch .. .. .	38 0	6 0
4 inch and under .. .. .	31 0	6 0
<i>Metal Moulding.</i>		
Jobbing moulder and/or coremaker .. .. .	46 0	6 0
Plate and machine moulder and/or coremaker—		
1st six months' experience .. .. .	22 0	6 0
2nd six months' experience .. .. .	25 0	6 0
3rd six months' experience .. .. .	28 0	6 0
Thereafter .. .. .	33 0	6 0
Dresser and grinder (when using portable machine) .. .. .	26 0	6 0
Dresser and grinder (other) .. .. .	24 0	6 0
Furnaceman—cupola .. .. .	31 0	6 0
Furnaceman—electric .. .. .	30 0	6 0
Furnaceman—other .. .. .	28 0	6 0
Assistant furnaceman .. .. .	22 0	6 0
Loader and unloader of annealing furnace .. .. .	22 0	6 0
Dresser, shot blast and sand blast—		
(a) who operates from outside a properly enclosed cabin .. .. .	22 0	6 0
(b) other .. .. .	32 0	6 0
Employee directly assisting an employee whose margin above the basic wage is 25s. or more	22 0	6 0

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

J. W. RYAN, Secretary

Melbourne, 9th December, 1948.

By Authority: J. J. GOURLEY, Government Printer, Melbourne.





# VICTORIA GOVERNMENT GAZETTE.

Published by Authority.

[Registered at the General Post Office, Melbourne, for transmission by post as a newspaper.]

No. 33]

TUESDAY, JANUARY 11.

[1949

Factories and Shops Acts.

## DETERMINATION OF THE BOILERMAKERS BOARD.

NOTE.—(1) This Determination applies to the whole of the State of Victoria.

(2) Boilermaking.—Boilermaking and/or steel construction was proclaimed on the 1st December, 1937, as an Apprenticeship Trade under the *Apprenticeship Act 1928*, for the Metropolitan District.

Full particulars of the Apprenticeship Regulations for this trade may be obtained on application to the Secretary, Apprenticeship Commission, Melbourne (price 3d.).

IN accordance with the provisions of the Factories and Shops Acts, the Wages Board which now has power to "determine the lowest prices or rates which may be paid to any persons employed in the trade of—

(a) Boilermaking ;

(b) Iron or steel working in connexion with—

- (1) Ship or bridge building,
- (2) Girder, tank, wagon, or truck making,
- (3) Wrought iron or steel pipe making,
- (4) Structural iron or steel work"—

has made the following Determination, namely :—

1. That on the 24th December, 1948, the last previous Determination of this Board shall be revoked and replaced by this Determination.

2.

WAGES.

Adults.	Day Shift.		
	Wages For Week of 40 Hours.		
	Within 20 miles of G.P.O., Melbourne, 10 miles of G.P.O., Geelong, or at Warrnambool, and within Mildura and Gippsland Districts.	At Yallourn.	Other parts of Victoria.
	£ s. d.	£ s. d.	£ s. d.
Boilermaking and steel construction section—			
Assembler window-frame making (non-tradesman) ..	7 12 0	7 18 6	7 9 0
Attendants at small rivet heating, bolt heating or similar types of fires or furnaces .. .. .	7 5 0	7 11 6	7 2 0
Blacksmith's striker .. .. .	7 3 0	7 9 6	7 0 0
Blacksmith's striker on double fires and other assistant ..	7 5 0	7 11 6	7 2 0
Boiler (inside) chipper and cleaner .. .. .	7 9 0	7 15 6	7 6 0
Boilermaker and/or structural steel tradesman .. .. .	8 12 0	8 18 6	8 9 0
Boilersmith and/or angle iron smith .. .. .	8 16 6	9 3 0	8 13 6
Cold saw operator .. .. .	7 5 0	7 11 6	7 2 0
Dogman .. .. .	7 5 0	7 11 6	7 2 0
Driller using portable machines .. .. .	8 7 6	8 14 0	8 4 6
Driller using stationary machines .. .. .	7 4 0	7 10 6	7 1 0
Employee assisting a ship plate bender or plate setter ..	7 5 0	7 11 6	7 2 0
Employee directly assisting an employee whose margin above the basic wage is 25s. or more .. .. .	7 3 0	7 9 6	7 0 0
Friction saw operator .. .. .	7 3 0	7 9 6	7 0 0
Furnaceman on heavy angle iron or heavy plate .. .. .	7 11 0	7 17 6	7 8 0
Furnaceman's assistant .. .. .	7 3 0	7 9 6	7 0 0
Holder-up .. .. .	7 5 0	7 11 6	7 2 0
Machinist—			
1st class .. .. .	8 12 0	8 18 6	8 9 0
2nd class .. .. .	7 17 0	8 3 6	7 14 0
3rd class .. .. .	7 8 0	7 14 6	7 5 0

WAGES.—continued.

Adults.	Day Shift.		
	Wages Per Week of 40 Hours.		
	Within 20 miles of G.P.O., Melbourne, 10 miles of G.P.O., Geelong, or at Warrnambool, and within Mildura and Gippsland Districts.	At Yallourn.	Other parts of Victoria.
Machinist, steel construction—	£ s. d.	£ s. d.	£ s. d.
1st class .. .. .	7 10 0	7 16 6	7 7 0
2nd class .. .. .	7 4 0	7 10 6	7 1 0
Marker off (a tradesman the greater part of whose time is occupied in marking off and/or template making) ..	8 18 0	9 4 6	8 15 0
Painter of ironwork using spray .. .. .	7 4 0	7 10 6	7 1 0
Painter of ironwork (other than ship painter) using brush ..	7 3 0	7 9 6	7 0 0
Plate setter and frame bender .. .. .	8 15 0	9 1 6	8 12 0
Press and block hand assisting a boiler or angle ironsmith ..	7 5 0	7 11 6	7 2 0
Process worker .. .. .	7 2 0	7 8 6	6 19 0
Rigger and/or splicer .. .. .	7 9 0	7 15 6	7 6 0
Rivet heater .. .. .	7 5 0	7 11 6	7 2 0
Welder—			
1st class (other than when using Cutler machine) ..	8 16 6	9 3 0	8 13 6
1st class (using Cutler machine) .. .. .	7 19 0	8 5 6	7 16 0
2nd class .. .. .	7 8 0	7 14 6	7 5 0
3rd class .. .. .	7 4 0	7 10 6	7 1 0
Welder-tack .. .. .	7 6 0	7 12 6	7 3 0
Other employees with not less than three months' experience in the metal trades industry .. .. .	6 9 0	6 15 6	6 6 0
Employee not elsewhere classified .. .. .	6 3 0	6 9 6	6 0 0
A tradesman employed as such in this Section who, in the course of his work, is called upon to operate any machine shall be paid the rate prescribed for a tradesman for all work done.			
Steel pipe making section—			
Assistant at ring making machines .. .. .	7 5 0	7 11 6	7 2 0
Cement mixer .. .. .	7 6 0	7 12 6	7 3 0
Cement liner .. .. .	7 9 0	7 15 6	7 6 0
Cement liner operator .. .. .	7 17 0	8 3 6	7 14 0
Employee in charge of ring making machines .. .. .	7 9 0	7 15 6	7 6 0
Employee rounding and straightening steel pipes ..	7 8 0	7 14 6	7 5 0
Employee on tar dip and sand rolling .. .. .	7 5 0	7 11 6	7 2 0
Faucet maker in charge of furnace .. .. .	7 12 0	7 18 6	7 9 0
Faucet maker's assistant .. .. .	7 5 0	7 11 6	7 2 0
Machine operator (in charge of machines) .. .. .	7 9 0	7 15 6	7 6 0
Pipe builder .. .. .	7 9 0	7 15 6	7 6 0

Leading Hands.

Leading hands in charge of not less than three and not more than ten employees, 9s. per week extra; more than ten and not more than twenty employees, 18s. per week extra; more than twenty employees, 27s. per week extra.

Provided that an employee in an electric supply undertaking detailed to act as leading hand in charge of two other adult employees working away from power station or workshop (one of whom is of the same classification as himself) shall be paid 6s. per week extra.

Tradesmen in Large Power Houses.

Tradesmen and/or welders and their assistants employed in large operating power houses (i.e., power houses developing more than 8,000 kilowatts) other than those not on the regular staff engaged on new construction work shall be paid 6s. per week extra, and other apprentices and unapprenticed juniors 3s. per week extra; such amount shall be deemed to include all special rates prescribed in clause 5. This allowance shall continue to be payable to tradesmen attached to the staffs of such power houses while carrying out repairs or maintenance in rotary converter sub-stations which are in regular operation.

Ship Repairing.

Employees engaged on ship repairs shall be paid the following additional margins:—

	s. d.
Tradesmen .. .. .	4 6 per week.
All other labour .. .. .	3 0 " "

3.

APPRENTICESHIP.

(Other than those covered by the Apprenticeship Commission.)

Apprenticeship Trades.

(a) An employer shall not employ minors in the following trade or occupations otherwise than under a contract of apprenticeship as hereinafter provided:—

Boilermaker and/or structural steel tradesman and/or welder—first class.

Period of Apprenticeship.

(b) If the apprentice when indentured is under the age of seventeen years—five years; if over the age of seventeen years—four or five years, at the option of the contracting parties.

Contract of Apprenticeship.

(c) Every contract of apprenticeship hereinafter made shall contain—

- (i) the names of the parties;
- (ii) the date of birth of the apprentice;
- (iii) a statement of the trade or trades to which the apprentice is to be bound and which he is to be taught during the course and for the purpose of the apprenticeship;
- (iv) a covenant by the master to teach and instruct or cause the apprentice to be taught or instructed in the trade to which the apprentice is bound;
- (v) the date at which the apprenticeship is to commence or from which it is to be calculated;
- (vi) all other conditions of apprenticeship.

*Cancellation or Suspension of Indentures.*

(d) Subject to the approval of the Wages Board 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 Wages Board 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.*

(e) The training of apprentices to boilermaking or structural steel work 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.

*Proportion.*

(f) (i) The proportion of apprentices who may be taken by an employer shall not exceed one apprentice for every two or fraction of two tradesmen.

For the purpose of ascertaining the number of apprentices, 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.

A person who is, for a term not exceeding two years, taking practical training in a workshop in continuance of a course of training for professional work shall not be taken into account in calculating the proportion of apprentices to journeymen.

(ii) Notwithstanding anything hereinbefore provided in the trade of boilermaker, an employer may with the consent of the Apprenticeship Commission and upon satisfying that authority that he has the plant, equipment and staff necessary for the proper tuition of each apprentice concerned take apprentices in excess of the proportion herein prescribed. Until further order apprentices so taken shall not be counted in future calculations of the proportion of apprentices to journeymen authorized by this Determination.

*Adult Apprentices.*

(g) Any apprentice who cannot complete his full term of apprenticeship before reaching his twenty-second birthday may by agreement with his master, serve as an apprentice until he reaches the age of 23 years.

*Probationary Period.*

(h) Minors may be taken on probation for three months, and if apprenticed such three months shall count as part of their period of apprenticeship. An employer shall within fourteen days of employing a probationer notify the apprenticeship authorities of the employment of such probationer to any of the trades mentioned herein.

*Wages.*

(i) The minimum weekly rates of wage for apprentices shall be the under-mentioned percentages of the contemporaneous needs basic wage prescribed for the area in which they are employed, and in addition thereto the constant and war loadings specified, and in all contracts of apprenticeship hereafter made the employer shall covenant to pay wages of not less than such rates:

*Wages per Week of 40 hours.*

	Percentage of Needs Basic Wage.	Constant Loading.	War Loading.	Within 20 miles of G.P.O., Melbourne, 10 miles of G.P.O., Geelong, or at Warrambool, and within Mildura and Gippsland Districts.	At Yallourn.	Other Parts of Victoria.
<i>Four and Five-year Terms.</i>						
		<i>s. d.</i>	<i>s. d.</i>	<i>s. d.</i>	<i>s. d.</i>	<i>s. d.</i>
1st year .. .. .	25	..	0 9	29 0	31 0	28 6
2nd year .. .. .	33	1 0	1 0	39 6	42 0	38 6
3rd year .. .. .	50	1 6	1 6	60 0	63 0	58 6
4th year .. .. .	83	2 0	2 3	99 0	104 6	96 6
5th year .. .. .	100 plus 6s.	2 0	3 0	125 0	131 6	122 0
<i>Four-year Terms.—Apprentices commencing after the Age of 17 Years.</i>						
1st year .. .. .	29	..	0 9	34 0	35 6	33 0
2nd year .. .. .	50	1 0	1 6	59 6	62 6	58 0
3rd year .. .. .	83	2 0	2 3	99 0	104 6	96 6
4th year .. .. .	100 plus 6s.	2 0	3 0	125 0	131 6	122 0

An employee who is under 21 years of age on 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 prescribed for that classification.

*Hours.*

(j) The ordinary hours of employment of apprentices shall not in each workshop exceed those of the journeymen.

*Overtime and Shift Work.*

(k) No apprentice under the age of eighteen years shall be required to work overtime or shift work unless he so desires. No apprentice shall except in an emergency work or be required to work overtime or shift work at times which would prevent his attendance at technical school as required by any statute, determination, or regulation applicable to him.

*Payment by Results.*

(l) An apprentice shall not work under any system of payment by results.

*Lost Time.*

(m) The apprentice at the end of the calendar period of any year in which he has actually given service to the master upon less than the ordinary working days prescribed in this Determination, or on which he has unlawfully absented himself without the master's consent shall, for every day short of the said number of working days, and for every day of such absence, serve one day, and the calendar period of the succeeding year of his service shall not be deemed to begin until the said additional day or days shall have been served. Provided that in calculating the extra time to be so served the apprentice shall be credited with time which he has worked during the relevant year in excess of his ordinary hours.

*Prohibition of Premiums.*

(n) An employer shall not, either directly or indirectly, or by any pretence or device receive from any person or require or permit any person to pay or give any consideration in the nature of a premium or bonus for the taking or binding of any probationer or apprentice.

*Attendance at Technical Schools.*

(o) Apprentices attending technical colleges or schools and presenting reports of satisfactory conduct shall be reimbursed all fees paid by them.

*Annual and Sick Leave.*

(p) Apprentices shall be entitled to sick and annual leave in accordance with the provisions of clauses 16 and 17 hereof respectively.

UNAPPRENTICED MALE JUNIORS.

4. (a) Subject to the exceptions hereinafter provided, the minimum rates of wage for unapprenticed male juniors employed in occupations for which apprenticeship is not provided by this Determination shall be the undermentioned :—

*Wages per Week of 40 hours.*

	Percentage of Needs Basic Wage.	Constant Loading.	Further Additional Loading.	Total Wage Payable.		
				Within 20 Miles of G.P.O., Melbourne. 10 Miles of G.P.O., Geelong, or at Warrnambool, and within Mildura and Gippsland Districts.	At Yallourn.	Other Parts of Victoria.
<i>Junior Males.</i>						
		<i>s. d.</i>	<i>s. d.</i>	<i>s. d.</i>	<i>s. d.</i>	<i>s. d.</i>
Under 16 years of age .. .. .	25	0 6	2 0	31 0	32 6	30 0
16 years of age .. .. .	35	0 9	3 0	43 6	46 0	42 6
17 years of age .. .. .	47½	1 0	4 0	59 0	62 0	57 6
18 years of age .. .. .	60	1 0	5 0	74 6	78 6	72 6
19 years of age .. .. .	75	2 0	6 0	93 6	98 6	91 0
20 years of age .. .. .	90	2 0	7 0	111 6	117 6	109 0

Provided that the rate payable to any employee shall not, excluding the constant loading, be less than 20s.

The total wage shall be calculated to the nearest sixpence, any broken part of sixpence in the result not exceeding threepence to be disregarded.

A junior employee of eighteen years or more shall be paid 3s. per week in addition to the rates prescribed herein while he is employed as a furnaceman or assistant to a furnaceman.

(b) The minimum rate payable to a junior employee of eighteen years or more with less than six months' experience under this Determination shall, until he has had such six months' experience, be 10 per cent. less than the amount represented by the percentage of the needs basic wage hereby prescribed for a junior employee of his age and in addition thereto the constant loading prescribed for such an employee.

(c) Junior employees employed on the following machines or operations shall be paid at not less than the appropriate adult minimum rates :—

- (i) Angle-iron cropping where the material weighs more than 3½ lb. per foot and is not clamped.
- (ii) Assisting steel furnace ladleman other than in daubing or repairing ladles.
- (iii) Assisting storemen racking and/or loading and/or unloading off vehicles of heavy steel plates, bars or sections.
- (iv) Breaking up pig iron.
- (v) Carry material to or from cupola forge or electric steel furnace or using the slicer or hanging on to end of a bloom. This shall not apply in the case of junior moulders.
- (vi) Cutting out and punching rivets on plates.
- (vii) Cutting plates by means of hammer and cold set.
- (viii) Holding up rivets over ½ in. diameter.
- (ix) Passing hot rivets in confined spaces.
- (x) Plate edge planers in structural steel or shipbuilding yards where the operator travels on the machine.
- (xi) Punching machines handling plates weighing more than 84 lb.
- (xii) Shearing machines other than guillotine plate shearers, handling plates weighing more than 84 lb.

(d) Junior employee shall not be employed—

- (i) if under the age of 16 years—  
on oil or gas burners or fires used for heating of small articles ; or  
using electric arc or oxy-acetylene blow-pipe, or
- (ii) if under 18 years of age—  
die setting on power presses ;  
as furnaceman or assistant to furnacemen ; or  
as operators of power-driven guillotines.

SPECIAL RATES.

5. In addition to the wages prescribed in clauses 2, 3, and 4. hereof the following special rates and allowances shall be paid to employees including apprentices and unapprenticed juniors :—

*Boiling-down Works.*

(a) Working in boiling-down works—1d. per hour extra.

*Cold Places.*

(b) Working for more than one hour in places where the temperature is reduced by artificial means below 32 degrees Fahrenheit, 1½d. per hour extra. Where the work continues for more than two hours employees shall be entitled to a rest period of twenty minutes every two hours without loss of pay.

*Confined Spaces.*

(c) Working in confined spaces (as defined), 3d. per hour extra.

*Dirty Work.*

(d) Work, other than ship repair work, which a foreman and workman shall agree is of an unusually dirty or offensive nature, 1½d. per hour extra.

Ship repair work which a foreman and workman shall agree is of an unusually dirty or offensive nature—3d. per hour extra.

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

Any dispute arising under this sub-clause as to whether the work is of an unusually dirty or offensive nature shall be determined by the Wages Board.

*Height Money.*

(e) Boilermakers and welders and their assistants and drillers engaged in the erection, repair, and/or maintenance of steel frame buildings, bridges, gasometers, and similar structures at a height of 50 feet or more directly above the nearest horizontal plane shall be paid at the rate of 6s. per week extra.

*Hot Places.*

(f) Working for more than one hour in the shade in places where the temperature is raised by artificial means to between 115 and 130 degrees Fahrenheit, 1½d. per hour extra; in places where the temperature exceeds 130 degrees Fahrenheit, 3d. per hour extra. Where work continues for more than two hours in temperatures exceeding 130 degrees Fahrenheit, employees shall also be entitled to twenty minutes rest after two hours' work without deduction of pay. The temperature shall be decided by the foreman of the work after consultation with the employees who claim the extra rate.

*Lead Works.*

(g) Working in lead works—1d. per hour extra.

*Meat Digestors and Oil Tanks.*

(h) Working on repairs in oil tanks or meat digestors—1½d. per hour extra. Provided that if any employee is so engaged for more than half of one day or shift he shall be paid the prescribed allowance for the whole day or shift.

*Sanitary Works.*

(i) Working in sanitary works—1d. per hour extra.

*Slag Wool.*

(j) Employees handling loose slag wool, loose insul wool or other loose material of a like nature used for providing insulation against heat, cold or noise, shall when so employed on ship construction or ship repairing or on the construction, repair or demolition of furnaces, walls, floors and/or ceiling be paid 4d. per hour extra.

*Slaughtering Yards.*

(k) Working in slaughtering yards—1d. per hour extra.

*Smoke-boxes, &c.*

(l) Working on repairs to smoke-boxes or fire-boxes of locomotives or on repairs to the smoke-box, up-take, funnel, flue, furnace or combustion chamber of marine type of boilers, or on repairs to smoke-boxes, fire-boxes, furnace or flues of other types of boilers—1d. per hour extra.

*War-damaged Ships.*

(m) All employees engaged in the cutting and removal of torn, twisted, and displaced structural materials from vessels which have been damaged by bomb, mine, shell, or torpedo shall be paid extra rates as follows—

- (i) where such damaged structural materials are covered in oil residue and/or other unusually obnoxious substances, and there is a risk of such materials falling, or there are difficulties in the way of securing a safe foothold for working—2d. per hour extra;
- (ii) where the work is carried out in the presence of explosives or combustible materials under conditions under which there is a risk of fire or explosion—4d. per hour extra;
- (iii) where as well as working under the conditions specified in paragraph (i) hereof an employee works under those specified in paragraph (ii) hereof—6d. per hour extra.

The question of whether the conditions specified in paragraphs (i) or (ii) hereof or both of them exist in any particular case shall be settled by agreement between the foreman and the workman concerned provided that in cases of disagreement the matter shall be settled as provided in sub-clause (d) hereof in the case of dirty work, and the provisions of that clause shall apply to claims under this sub-clause. In any case in which it is agreed or decided that the specified conditions exist the extra rate prescribed shall be paid for the whole of the time the employees are engaged cutting and removing the materials mentioned.

*Wet Places.*

(n) An employee working in any place where his clothing or boots become saturated whether by water, oil, or otherwise, shall be paid 2d. per hour extra; Provided that this extra rate shall not be payable to an employee who is provided by the employer with suitable and effective protective clothing and/or footwear. And provided further that any employee who becomes entitled to this extra rate shall be paid such extra rate for such part of the day or shift as he is required to work in wet clothing or boots.

*Special Rates not Cumulative.*

(o) Where more than one of the disabilities entitling a workman to extra rates exist on the same job the employer shall be bound to pay only one rate, namely, the highest for the disabilities so prevailing.

*Rates not Subject to Penalty Additions.*

(p) The special rates herein prescribed shall be paid irrespective of the times at which the work is performed, and shall not be subject to any premium or penalty additions.

*TRAVELLING AND BOARD.*

6. (a) An employee who on any day or from day to day is required to work at a job away from his accustomed workshop or depot shall at the direction of his employer present himself for work at such job at the usual starting time; but for all time reasonably spent in reaching and returning from such job (in excess of the time normally spent in travelling from his home to such workshop or depot and returning) he shall be paid travelling time, and also any fares reasonably incurred in excess of those normally incurred in travelling between his home and such workshop or depot.

An employee who with the approval of his employer uses his own means of transport for travelling to or from outside jobs shall be paid the amount of excess fares which he would have incurred in using public transport unless he has an arrangement with his employer for a regular allowance.

(b) An employee—

(i) engaged in one locality to work in another; or

(ii) sent from his usual locality to another for employment which can reasonably be regarded as permanent, involving a change of residence, shall be paid travelling time whilst necessarily travelling between such localities, and, for a period not exceeding three months, expenses.

(c) An employee sent from his usual locality to another (in circumstances other than those prescribed in sub-clause (b) hereof) and required to remain away from his usual place of abode shall be paid travelling time whilst necessarily travelling between such localities, and expenses whilst so absent from his usual locality.

(d) The rate of pay for travelling time shall be ordinary rates, except on Sundays and holidays, when it shall be time and a half.

(e) The maximum travelling time to be paid for shall be twelve hours out of every twenty-four hours, or when sleeping berth is provided by the employer for all-night travel, eight hours out of every twenty-four.

(f) "Expenses" for the purpose of this clause means:—

(i) All fares reasonably incurred.

For boat travel the fares allowed shall be first-class on coastal boats, and on interstate boats where there is no second-class as distinct from steerage; and for rail travel, second-class, except where all-night travelling is involved, when they shall be first-class, with sleeping berth where available.

(ii) Reasonable expenses incurred whilst travelling, including 2s. 6d. for each meal taken.

(iii) A reasonable allowance to cover the cost incurred for board and lodging.

(g) A camping allowance of 3s. per day for every day, including Sunday, shall be paid to employees engaged on country jobs at places where ordinary board and residence is not obtainable and camping in tents, cubicles or other temporary shelter is necessary; Provided that where cooked meals are procurable by the employee at a mess established by the employer, the amount of such country allowance shall be 9d. per day for every day, including Sunday.

(h) Until further order an employer shall be free to engage labour on the site of a job carried on away from the workshop, without payment of any travelling time or fares, unless such employee is sent from the workshop; Provided that if any employee engaged for the erection of a job had previously been engaged by the same employer in the fabrication of the job in a workshop he shall be paid fares in excess of those incurred in travelling to and from the workshop.

#### HOURS OF WORK.

##### Day Workers.

7. (a) Subject to the exception hereinafter provided the ordinary hours of work shall be 40 per week to be worked in five days of not more than 8 hours (Monday to Friday inclusive) and one day (Saturday) of not more than 4 hours; or five days (Monday to Friday inclusive) of 8 hours each continuously except for meal breaks at the discretion of the employer, between 7 a.m. and 5.30 p.m. on Monday to Friday inclusive, and 7 a.m. and noon on Saturday.

In localities where the recognized half-holiday is on a day other than Saturday the day so recognized may be substituted for Saturday for all the purposes of this Determination.

Provided that the spread of hours or the daily hours prescribed may be altered as to all or a section of the employees by mutual agreement between an employer and the representative of the union in that shop.

##### Five-Days Week.

(b) In any case in which the ordinary week's work of 40 hours, can be performed in five days as aforesaid without—

- (i) detriment to the public interest;
- (ii) loss in the value of goods handled or to be handled;
- (iii) reducing the efficiency of production; or
- (iv) reducing the efficacy of the necessary service.

the employer shall allow those employees who so desire to do so to work their ordinary hours in five days as aforesaid. Any dispute as to whether the ordinary hours of work can in any case or cases be worked in five days without detriment, loss or reduction as aforesaid shall be determined by the Wages Board upon application made by or on behalf of the employees. Upon such an application proof that the working of a five-days week will result in such detriment, loss or reduction as aforesaid shall be upon the employer.

This sub-clause shall not apply to employees engaged on the maintenance and servicing of plant.

It is a condition of the allowing of a five-days week hereunder that if required employees shall comply with the reasonable and lawful orders of the employer as to working overtime, including the working of overtime on Saturday.

##### Forgers, &c.

(c) The ordinary weekly hours of employment of forgers, forge furnacemen and their assistants, shall consist of five days of 8 hours 42 minutes each, including crib time, for which no deduction of pay shall be made. The rates in this Determination shall be for a 40 hours' week, and hourly rates shall be ascertained by dividing the weekly rates by 40.

#### SHIFT WORK.

##### Definitions.

8. (a) For the purposes of this clause—

"Afternoon shift" means any shift finishing after 6 p.m. and at or before midnight.

"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 or due to unavoidable causes beyond the control of the employer.

"Night shift" means any shift finishing subsequent to midnight and at or before 8 a.m.

"Rostered shift" means a shift of which the employee concerned has had at least 48 hours' notice.

##### Hours—Continuous Work Shifts.

(b) 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) 8 in any one day; or
- (ii) 48 in any one week; or
- (iii) 88 in 14 consecutive days, or
- (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 not more than eight hours, inclusive of crib time;
- (ii) except at the regular change-over of shifts, an employee shall not be required to work more than one shift in each 24 hours;
- (iii) twenty minutes shall be allowed to shift workers each shift for crib which shall be counted as time worked.

*Hours—Other than Continuous Work.*

(c) This sub-clause shall apply to shift workers not upon continuous work as hereinbefore defined. The ordinary hours of such shift workers shall not exceed—

- (i) 40 in any week to be worked in five shifts of 8 hours on Monday to Friday inclusive or five shifts of not more than 8 hours and one shift (Saturday) of not more than 4 hours; or
- (ii) 80 in fourteen consecutive days in which case an employee shall not, without payment for overtime, be required to work more than 8 consecutive hours on any shift or more than six shifts in any week; or
- (iii) 120 in 21 consecutive days in which case an employee shall not, without payment for overtime, be required to work more than 8 consecutive hours on any shift or more than six shifts in any week.

Such ordinary hours shall be worked continuously except for meal breaks at the discretion of the employer. An employee shall not be required to work for more than six hours without a break for a meal.

Except at regular change over of shifts an employee shall not be required to work more than one shift in each 24 hours.

*Rosters.*

(d) Shift rosters shall specify the commencing and finishing times of ordinary working hours of the respective shifts.

*Variation by Agreement.*

(e) The method of working shifts may in any case be varied by agreement between the employer and the accredited representative of the union to suit the circumstances of the establishment.

The time of commencing and finishing shifts once having been determined may be varied by agreement between the employer and the accredited representative of the union to suit the circumstances of the establishment, or in the absence of agreement by seven days' notice of alteration given by the employer to the employees.

*Afternoon or Night Shift Allowances.*

(f) Shift workers on continuous work whilst on afternoon or night shifts shall be paid  $7\frac{1}{2}$  per cent. more than the ordinary rates for such shifts.

Shift workers on other than continuous work whilst on afternoon or night shifts shall be paid 10 per cent. more than the ordinary rates for such shifts.

Shift workers who work on any afternoon or night shift which does not continue for at least five successive afternoons or nights in a five-day workshop or for at least six successive afternoons or nights in a six-day workshop shall be paid at the rate of time and a half.

An employee who—

- (i) during a period of engagement on shift works night shift only; or
- (ii) remains on night shift for a longer period than four consecutive weeks; or
- (iii) works on a night shift which does not rotate or alternate with another shift or with day work so as to give him at least one-third of his working time off night shift in each shift cycle,

shall during such engagement, period or cycle, be paid at the rate of time and a quarter for all time worked during ordinary working hours on such night shifts.

(fi) The minimum rate to be paid to any shift worker for work performed between midnight on Friday and midnight on Saturday shall be time and a quarter. Such extra rate to be in substitution for and not cumulative upon the shift premiums prescribed in the first and second paragraphs of sub-clause (f) hereof.

*Overtime.*

(g) 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—

- (i) if employed on continuous work be paid at the rate of double time; or
- (ii) if employed on other shift work at the rate of time and a half for the first four hours and double time thereafter, except in each case when the time is worked—
- (iii) by arrangement between the employees themselves; or
- (iv) for the purpose of effecting the customary rotation of shifts; or
- (v) is due to the fact that the relief man does not come on duty at the proper time; or
- (vi) 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 15 (b) hereof.

Provided that when not less than 8 hours' notice has been given to the employer by the relief man that he will be absent from work and the employee whom he should relieve is not relieved the unrelieved employee shall be paid at the rate of time and a half for the first 4 hours on duty after he has finished his ordinary shift and at the rate of double time thereafter except where the employee is required to continue to work on his rostered day off when he shall be paid double time.

*Compulsory Overtime.*

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

*Sundays and Holidays.*

(h) Shift workers on continuous work shifts for work done on a rostered shift the major portion of which is performed on a Sunday or holiday shall be paid at the rate of time and a half.

Shift workers on other than continuous work for all time worked on a Sunday or holiday shall be paid at the rates prescribed by clause 11 of this Determination. Where shifts commence between 11 p.m. and midnight on a Sunday or holiday the time so worked before midnight shall not entitle the employee to the Sunday or holiday rate; provided that the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or holiday and extending into a Sunday or holiday shall be regarded as time worked on such Sunday or holiday.

*Junior Employees.*

(i) Apprentices or juniors whilst on afternoon or night shifts shall be paid not less than the rates hereinbefore prescribed or 1s. per shift whichever is the higher.

*MIXED FUNCTIONS.*

9. 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.*

10. (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 or sub-clause (b) hereof in computing overtime each day's work shall stand alone.

*Rest Period After Overtime.*

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

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.

*Call Back.*

(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 purposes 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.

*Saturday Work—Five-days Week.*

(d) A day worker on a five-days week required to work overtime on a Saturday shall be afforded at least three hours' work or paid for three hours at the appropriate rate except where such overtime is continuous with overtime commenced on the day previous.

*Standing By.*

(e) 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.

*Meal Hours—General.*

(f) For work done during meal hours and thereafter until a meal-hour 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.

*Meal Hours—Maintenance Employees.*

(g) Subject to the provisions of the second part of sub-clause (f) 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 break-downs of plant or upon routine maintenance of plant which can only be done while such plant is idle.

*Crib Time.*

(h) 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.

Provided that where a day worker on a five-days week is required to work overtime on a Saturday the first prescribed crib time shall, if occurring between 10 a.m. and 1 p.m., be paid at ordinary rates.

Unless the period of overtime is less than one and a half hours an employee before starting overtime after working ordinary hours shall 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.

*Tea Money.*

(i) 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.

*Transport of Employees.*

(j) When an employee, after having worked overtime, or a shift for which he has not been regularly restored, finishes 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.

*Compulsory Overtime.*

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

*HOLIDAYS AND SUNDAY WORK.*

11. (a) Employees shall be entitled to the following public holidays without loss of pay as regards employees on weekly hiring:—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.

Provided that Christmas Day and Boxing Day shall for the year, 1948, be deemed to fall on the 27th and 28th days of December, 1948, respectively, and that New Year's Day for the year, 1949, shall be deemed to fall on the 3rd day of January, 1949.

Any employer who has given to his employees notice under paragraph (1) of sub-clause (m) of clause 17 of this Determination of his intention to close down his plant or section or sections thereof for the purpose of allowing annual leave may alter the date of such intended closing down by substituting a date no more than two days earlier than the date of which notice was given upon giving at least one week's notice of such alteration.

By agreement between any employer and his employees other days may be substituted for the said days or any of them as to such employer's undertaking.

(b) An employee not engaged on continuous work shall be paid at the rate of double time for work done on Sundays and public holidays, such double time to continue until he is relieved from duty.

(c) An employee, other than a casual employee, not engaged in continuous work who works on a Sunday or a public holiday and (except for meal breaks) immediately thereafter continues such work, shall on being relieved from duty be entitled to be absent until he has had eight consecutive hours off duty, without deduction of pay for ordinary time of duty occurring during such absence.

(d) Employees, other than on shift, required to work on Sundays or public holidays shall be paid for a minimum of three hours' work.



**PIECEWORK.**

12. The Board determines, under the provisions of section 150 of the Factories and Shops Acts, that any employer may fix and pay piecework prices to any person or persons or classes of persons employed at any work for which the Board has fixed the minimum wage, provided that any such employer shall base such piecework prices on the earnings of an average worker working under like conditions, and such piecework prices shall be fixed so that an average worker can earn not less than the wages that are fixed by the Board for such work.

**EXTRA RATES NOT CUMULATIVE.**

13. Extra rates in this Determination, except rates prescribed in clause 5, are not cumulative so as to exceed the maximum of double the ordinary rates.

**PAYMENT OF WAGES.**

14. (a) Wages shall be paid weekly or fortnightly.
- (b) On the first pay day occurring during his employment, an employee shall be paid whatever wages are due to him up to the completion of his work on the previous day. Provided that this sub-clause shall not apply to employers who make a practice of allowing advances to employees approximating wages due.
- (c) Upon termination of the employment, wages due to an employee shall be paid [to] him on the day of such termination, or forwarded to him by post on the next working day.
- (d) An employee kept waiting for his wages on pay day for more than a quarter of an hour after the usual time for ceasing work, shall be paid at overtime rates after that quarter-hour, with a minimum of a quarter of an hour.
- (e) 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.

**CONTRACT OF EMPLOYMENT.***Weekly Employment.*

15. (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 employees 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 16 hereof, lose his pay for the actual time of such non-attendance.

*Casual Employment.*

- (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 for the work which he performs, plus 10 per cent.

*Late Comers.*

- (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.**

16. (a) An employee on weekly hiring 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 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 Wages Board) 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.

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.

*Single Day Absences.*

- (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.

*Cumulative Sick Leave.*

(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.

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

*Attendance at Hospital, etc.*

- (d) 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.

**ANNUAL LEAVE.***Period of Leave.*

17. (a) 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 on weekly hiring 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 11 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 the period of annual leave time equivalent to the ordinary time which the employee would have worked if such day had not been a holiday.

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 employee and the employer 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. A notification given by an employee pursuant to clause 16 shall be accepted as a notification under this sub-clause.

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 purposes 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 to each union whose members have participated in such concerted or collective absenteeism a copy of same 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-clauses (l) and (m) 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 11 of this Determination.

*Payment for Period of Leave.*

(k) Each employee before going on leave shall be paid two weeks' wages, except a shift worker or an employee taking his leave pursuant to sub-clause (d) of this clause either of whom 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 periods. For the purposes of this sub-clause and sub-clause (l) hereof, wages shall be at the rate prescribed by clauses 2, 3, and 4 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 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 subject to sub-clause (f) hereof 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.

Provided that all time during which an employee is stood off without pay for the purposes of this sub-clause shall be deemed to be time of service in the next twelve monthly qualifying period.

- (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) of this clause subject to adjustment for any proportionate leave which he may have been allowed as aforesaid.

18. MISCELLANEOUS.

(a) ACCOMMODATION AND CONVENIENCES.

*Boiling Water.*

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

*Drinking Water.*

- (ii) 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.

*First Aid Outfit.*

- (iii) In each workshop, and at other places where employees are regularly employed, the employer shall provide and continuously maintain at a place or places reasonably accessible to all employees an efficient First Aid Outfit.

Clause 8 of Chapter 9 of the Regulations under the *Factories and Shops Act 1928* requires that a first-aid ambulance chest shall be kept in some accessible place upon the premises, and that such chest shall be equipped and supplied with the following articles :—

Articles.	Quantities to be kept in Ambulance Chest—
Antiseptic solution .. .. .	1 bottle
Bandages, cotton and gauze .. .. .	1 dozen assorted sizes
Castor oil .. .. .	2 oz.
Iodine, tincture of .. .. .	2 oz.
Manual, first-aid .. .. .	1
Petrolatum, carbolized .. .. .	1 jar
Picric acid solution, made according to the following recipe or prescription :—	
1½ teaspoonfuls of powdered picric acid, 3 oz. of absolute alcohol, and 2 pints of distilled water	1 pint
Pins, safety .. .. .	1 packet
Sal volatile .. .. .	6 oz.
Scissors .. .. .	1 pair
Tourniquet .. .. .	1
Tweezers .. .. .	1 pair
Cotton, absorbent .. .. .	} An adequate assortment
Gauze, sterilized, plain .. .. .	
Lint, absorbent .. .. .	
Plaster, adhesive .. .. .	

*Lockers.*

- (iv) An employer shall at some reasonably convenient place on his premises provide a suitable locker for each employee in his workshop, or hanging facilities which afford reasonable protection for employees' clothes. In any case in which compliance with this paragraph necessitates the provision of lockers or new or improved hanging facilities, they shall be provided by the 1st July, 1946, unless the employer proves to the satisfaction of the Wages Board that he is unable by reason of shortage of material or labour or any other difficulties to provide such new or improved facilities, in which case their provision may be postponed for such period or periods as the Wages Board determines.

*Showers.*

(v) Employers shall provide for all workmen employed in foundries hot and cold shower baths which shall be situated away from lavatories.

*Washing and Sanitary Conveniences.*

(vi) Employers shall provide proper and sufficient washing and sanitary conveniences.

(b) CLOTHING, EQUIPMENT, AND TOOLS.

*Damage to Clothing and Tools.*

(i) 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.

*Gas Masks.*

(ii) The employer shall ensure that sufficient masks are available to enable each employee when engaged on repairs to refrigeration plants outside the employer's premises, to take one with him.

*Gloves.*

(iii) Suitable canvas or leather gloves shall be provided by employers for operators of pneumatic tools and/or punch and shearing machines and suitable gloves or pads for such other work as the foreman and employee may agree.

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

In any case where an organization alleges that an employer or his representative is persistently unreasonable or capricious in relation to such claims, it may bring such case before the Wages Board.

*Goggles.*

(iv) 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.

*Masks.*

(v) Where necessary suitable masks shall be provided for employees required to use compressed air for blowing dust from electrical machinery or equipment. An employee when performing such work shall wear the mask provided for his protection. Masks containing celluloid shall not be considered suitable for the purposes of this provision.

*Protective Equipment—Welding.*

(vi) Employers shall provide a sufficient supply of the undermentioned equipment to enable each welder and his assistant when engaged on work necessitating its use to be supplied with same:—

(i) Suitable asbestos sheets,

(ii) Hand screens or helmets fitted with coloured glass (or in the case of oxy-acetylene operators protective glasses with side shields),

(iii) Anti-flash goggles,

(iv) Aprons, leather sleeves and leggings (or coveralls of flame-proof material) and gauntlet gloves; and

(v) Gum or other insulating boots when working in places so damp that danger of electric shock exists.

An employee who is pursuant to this paragraph supplied with any of the equipment specified herein shall wear or use as the case may be such equipment in such a way as to achieve the purpose for which it is supplied.

Where electric arc operators are working screens which shall be suitable and sufficient for the purpose shall be provided by the employer for the protection of employees from flash.

*Tools.*

(vii) Until further order the employer shall provide for each employee such tools as were customarily provided at the time of the making of this Determination. The employee shall replace or pay for any tools so provided if lost through his negligence.

*Hand-rivetting.*

(c) Hand-rivetting on rivets  $\frac{1}{8}$  inch diameter and upwards shall be performed double handed.

(d)

*Ventilation.*

While any work is being carried on in any confined or enclosed space in which—

(i) fumes, gases, dust or vapours which may be dangerous or injurious are liable to be present or to be generated in the course of the work; or

(ii) the atmosphere may otherwise become vitiated,

the employer shall install a suction exhaust apparatus, through which by means of a power-driven fan air is drawn from the vicinity of the work in relation to which it is installed.

Where it is impracticable to install such suction exhaust apparatus the employer shall take all such steps as are necessary to ensure safe working conditions in any such confined or enclosed space.

This sub-clause shall not be deemed to be inconsistent with the Harmful Gases, Vapours, Mists, Smokes, and Dust Regulations 1945 (published in the Victorian *Government Gazette* No. 21, dated 7th February, 1945) and shall not apply to any processes or occupations to which those Regulations apply.

*SHOP STEWARDS.*

19. An employee appointed 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 the employer or his representative on matters affecting employees whom he represents.

## RIGHT OF ENTRY OF UNION OFFICIALS.

20. (a) For the purpose of interviewing employees on legitimate union business, a duly accredited union representative shall have the right to enter employers' premises during the midday meal break on the following conditions:—

- (i) That he produces his authority to the gatekeeper or such other person as may be appointed by the employer;
- (ii) that he interviews employees only at places where they are taking their meal;
- (iii) that not more than one representative of each of not more than three unions be on the premises at any one time;
- (iv) that no one representative visit the premises more than once in each week;
- (v) that if any employer alleges that a representative is unduly interfering with his work 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, but the representative shall have the right to bring such refusal before the Wages Board.

Provided that where certain employees are working under a system of shift work which precludes a representative from interviewing them during the midday meal break 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, or failing agreement, at such times and under such conditions as the Wages Board may decide.

(b) 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:—

- (i) That he discloses to the employer or his representative the complaint which he desires to investigate;
- (ii) that he makes his investigations in the presence of the employer or his representative (if the employer so desires);
- (iii) that he does not interfere with work proceeding in the workshop or plant;
- (iv) that he conducts himself properly.

(c) A union representative shall be a duly accredited representative of an organization concerned if he be the holder for the time being of a certificate, signed by the General Secretary of that organization, and bearing the seal of that organization, in the following form, or in a form not materially differing therefrom:—

(Name of organization.)

THIS IS TO CERTIFY THAT  
organization.

is a duly accredited representative of the above-named

General Secretary.

(Seal.)

Date—

Specimen Signature of Holder—

STRICTLY NOT TRANSFERABLE

## TIME AND WAGES BOOK.

21. (a) Each employer shall keep a record from which can be readily ascertained 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 record 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 when entering or leaving the employer's premises.

(c) The time and wages record shall be open for inspection to a duly accredited union official 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 one fortnight at the same establishment.

(d) The official making such inspection shall be entitled to take a copy of entries in a time and wages record relating to the suspected breach of the Determination.

## NOTICE BOARD.

22. The employer shall permit a notice board of reasonable dimensions to be erected in a prominent position in his establishment upon which accredited union representatives shall be permitted to post formal union notices, signed or countersigned by the representative posting same.

Any notice posted on such board not so signed or countersigned may be removed by an accredited union representative or by the employer.

## DEFINITIONS.

23. (1) "Confined space" means a compartment or space access to which is through a man-hole or similar opening, or a place the dimensions of which necessitate an employee working in a stooped or otherwise cramped position, or without proper ventilation, and includes such a space—

- (a) in the case of a ship, inside complete tanks, chain lockers, and peaks; in bilges, under engine beds, under engine-room and stokehold floors, or under or inside boilers;
  - (b) in the case of a locomotive, inside the barrels of boilers, fire-boxes, water spaces, tenders, side tanks, bunker tanks, saddle tanks, or smoke boxes;
  - (c) in other cases, inside boilers, steam drums, mud drums, fire-boxes of vertical or road vehicle boilers, furnaces, flues, combustion chambers, receivers, buoys, tanks, superheaters, or economizers.
- (2) "Ship repairs" means—
- (a) All repair work done on ships.
  - (b) All work, other than the making of spare parts and stores, done in a workshop used for ship repairs only.
  - (c) Work done in a workshop used for both ship repairing, general engineering, metal moulding, steel construction and other heavy metal fabrication on which employees are engaged both on the ship and in the workshop.
- (3) "Sunday" means all time between midnight Saturday and midnight Sunday.
- (4) "Year" means the period between the 1st day of June in each year and the next 31st day of May.

(5) "Fitter" means a tradesman of one or more of the following classes:—Mechanical fitter, electrical fitter, pipe fitter on refrigeration work, and/or high pressure work which includes live steam and hydraulic press work, points and crossings fitter, and window-frame fitter.

(6) "Welder—1st class" means a tradesman using electric arc and/or oxy-acetylene blowpipe, and/or coal gas-cutting plant or flame hardening who is required to apply general trade experience as a welder or flame hardener respectively.

(7) "Welder—2nd class" means an adult employee using an electric arc or oxy-acetylene blowpipe who is not a welder 1st class or welder 3rd class.

(8) "Welder—3rd class" means an adult employee using an electric spot or butt welding machine, or cutting scrap with an oxy-acetylene blowpipe.

(9) "Other smiths" includes ajax-forgers, blacksmith bulldozers, Bradley hammer smiths, drop-hammer smiths, chain smiths, engine smiths, general smiths, motor smiths, oliver smiths, ship smiths, spring smiths, rolling-stock smiths, and wheelwright smiths.

(10) "Boilermaker" means a tradesman who is required to develop work from drawings or prints, or to make templates, or to apply general trade experience in the fabrication erection, and/or repairing of steel or iron ships, or boilers or other vessels subject to greater pressure than the weight of their contents including iron and steel receivers or retorts, also rivetting by hand or machine caulking, chipping, and operating all machines used in connexion with the foregoing (other than stationary drilling machines).

(11) "Machinist—1st class (steel construction)" means an adult employee engaged on work other than that defined in "Boilermaker" and "Structural steel tradesman" solely operating one or more of the following machines:—Bending rollers, guillotines, shearing machines, hydraulic presses of over 200 tons pressure, portable drillers, portable reamers and tappers.

(12) "Machinist—2nd class (steel construction)" means an adult employee engaged on work other than that defined in "Boilermaker" and "Structural steel tradesman" solely operating one or more of the following machines:—Mangling nipping and notching, roll straightening, punching, cropping, hydraulic presses of 200 tons pressure or under, stationary drillers, stationary reamers and tappers, plate-edge planers, and other machines.

(13) "Structural steel tradesman" means a tradesman engaged in assembling, plating, bolting (temporary or otherwise), rivetting by hand or machine, caulking, chipping, staying, reaming, drilling (other than on stationary machines), or who in the course of his work operates machines for punching and shearing, rolling, bending, angle or plate straightening, or hydraulic presses, or nipping and notching machines, in connexion with the making and/or repairing of tanks, water locks, towers (other than agricultural and pastoral types), wagons, tenders, trucks, rolling-stock, bridges, girders, columns, principals (roofs or otherwise), trusses, structural iron and steel work, but not including parts of standardized frame buildings made in quantities.

(14) "Furnaceman" means an employee in charge of a furnace used for smelting metals or ores, boiler plate furnaces, case hardening and/or annealing furnaces, and such heating furnaces where the weight of individual pieces of material is 5 cwt. or more or the area of the material exceeds 4 square feet.

(15) "Rigger and/or splicer" means an adult workman who is responsible for the erection of tackle and/or who is required amongst other duties to splice wire rope.

(16) "Piceworker" means an employee required to work any job at a price fixed.

(17) "Double fires" means work in connexion with which a furnace or fire is used and on which two or more men are assisting or working with a smith in treating the material which has been through the furnace or fire.

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

(a) 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 he 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

(b) in the assembling of parts of mechanical appliances or other articles so made, in which no fitting or adjustment requiring skill is required; or

(c) in specialized processes—not requiring use of hand tools except hammers, pliers, screw drivers, spanners, and files, and such tools as are necessary for deburring or removing rags or edging.

(19) "Window-frame making" means the making in quantities of metal window frames, metal doors and grilles, and metal ornamentations used in buildings.

PERIODICAL ADJUSTMENT OF WAGES.

24. The wages rates set out in clause 2 are based upon the following basic wage 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 25.

Basic Wage.

Place.	Needs Basic Wage (Adjustable).	Loading (Constant).	Total Basic Wage.	Index Number Set Assigned.
Victoria—	£ s. d.	s. d.	£ s. d.	
Within 20 miles of G.P.O., Melbourne, 10 miles of G.P.O., Geelong, or at Warrnambool, and within Mildura and Gippsland Districts ..	5 14 0	6 0	6 0 0	Melbourne
Yallourn—6s. 6d. in excess of basic wage for Melbourne				
Elsewhere—3s. less than the contemporaneous basic wage for Melbourne				

ADJUSTMENT OF BASIC WAGE.

25. (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, 1949, the amounts of the Basic Wage shall be as prescribed in clause 24.

(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.

## MARGINAL RATES.

26. In addition to the basic wage provided in clause 24 the margins and war loadings set out in this clause shall be the minimum rate payable to employees therein named :—

Classification.	Margins Per Week.	Wartime Loadings Per Week.
<b>Boilermaking and steel construction section—</b>	<i>s. d.</i>	<i>s. d.</i>
Assembler window-frame making (non-tradesman) .. .. .	29 0	3 0
Attendant at small rivet heating, bolt heating or similar types of fires or furnaces ..	22 0	3 0
Blacksmith's striker .. .. .	20 0	3 0
Blacksmith's striker on double fires and other assistant .. .. .	22 0	3 0
Boiler (inside) chipper and cleaner .. .. .	26 0	3 0
Boilermaker and/or structural steel tradesman .. .. .	46 0	6 0
Boilersmith and/or angle iron smith .. .. .	50 6	6 0
Cold saw operator .. .. .	22 0	3 0
Dogman .. .. .	22 0	3 0
Driller using portable machines .. .. .	41 6	6 0
Driller using stationary machines .. .. .	21 0	3 0
Employee assisting a ship plate bender or plate setter .. .. .	22 0	3 0
Employee directly assisting an employee whose margin above the basic wage is 25s. or more .. .. .	20 0	3 0
Friction saw operator .. .. .	20 0	3 0
Furnaceman on heavy angle iron or heavy plate .. .. .	28 0	3 0
Furnaceman's assistant .. .. .	20 0	3 0
Holder-up .. .. .	22 0	3 0
<b>Machinist—</b>		
1st class .. .. .	46 0	6 0
2nd class .. .. .	33 0	4 0
3rd class .. .. .	25 0	3 0
<b>Machinist, steel construction—</b>		
1st class .. .. .	27 0	3 0
2nd class .. .. .	21 0	3 0
Marker-off (a tradesman the greater part of whose time is occupied in marking off and/or template making) .. .. .	52 0	6 0
Painter of ironwork using spray .. .. .	21 0	3 0
Painter of ironwork (other than ship painter) using brush .. .. .	20 0	3 0
Plate setter and frame bender .. .. .	49 0	6 0
Press and block hand assisting a boiler or angle ironsmith .. .. .	22 0	3 0
Process worker .. .. .	19 0	3 0
Rigger and/or splicer .. .. .	26 0	3 0
Rivet heater .. .. .	22 0	3 0
<b>Welder—</b>		
1st class (other than when using Cutler machine) .. .. .	50 6	6 0
1st class (using Cutler machine) .. .. .	35 0	4 0
2nd class .. .. .	25 0	3 0
3rd class .. .. .	21 0	3 0
Welder—task .. .. .	23 0	3 0
Other employees with not less than three months' experience in the metal trades industry ..	6 0	3 0
Employee not elsewhere classified .. .. .	Nil	3 0
<b>Steel pipe making section—</b>		
Assistant at ring making machines .. .. .	22 0	3 0
Cement mixer .. .. .	23 0	3 0
Cement liner .. .. .	26 0	3 0
Cement liner operator .. .. .	34 0	3 0
Employee in charge of ring making machines .. .. .	26 0	3 0
Employee rounding and straightening steel pipes .. .. .	25 0	3 0
Employee on tar dip and sand rolling .. .. .	22 0	3 0
Faucet maker in charge of furnace .. .. .	29 0	3 0
Faucet maker's assistant .. .. .	22 0	3 0
Machine operator (in charge of machines) .. .. .	26 0	3 0
Pipe builder .. .. .	26 0	3 0

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

J. W. RYAN, Secretary.

Melbourne, 9th December, 1948.

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