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Factories and Shops Acts.

DETERMINATION OF THE PORT PHILLIP SEAMEN'S BOARD.

NOTE.—The area or locality within which the Determination of such Wages Board shall be operative shall be Port Phillip Bay, Hobson's Bay, Corio Bay, the Port of Melbourne, the Port of Geelong, and the Geelong Harbor.

[N accordance with the provisions of the Factories and Shops Acts, the Wages Board which has the power to determine the lowest prices or rates which may be paid to any person or persons or classes of persons "employed as seamen in vessels working exclusively in and around Port Phillip Bay" has made the following Determination, namely:—

That as from the beginning of the first pay period to commence on or after the 16th December, 1948, the last previous Determination of this Board shall be revoked and replaced by this Determination.

PART I.

This Part applies to employees on Tug Boats.

(Other than those employed by the Geelong Harbour Trust).

1. (a) WAGES PER WEEK.

	£	s.	d.
Fireman	8	0	6
A.B.	7	16	6

(b) Any person working inside a boiler or furnace, cleaning inside the casing of internal combustion engines, cleaning inside oil tanks in motor vessels, cleaning tubes, uptakes, or smokeboxes where doors have to be opened, or cleaning bilges—1s 6d. per hour in addition to any other ordinary or overtime rate payable.

ORDINARY HOURS OF WORK.

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

DAILY HOURS.

3. (a) The ordinary hours shall not exceed eight consecutive hours in any day, exclusive of meal times, to be worked between the hours of:—

	Between the 1st September and the following 31st March.		Between the 1st April and the 31st August.	
	Time of Beginning.	Time of Ending.	Time of Beginning.	Time of Ending.
Monday to Friday	6 a.m.	6 p.m.	7 a.m.	5 p.m.

(b) (i) An employee shall not be recalled to work until he has had a break of not less than three hours, unless he is paid for the period of the break at the appropriate wage rate. Provided that any idle time before 4 p.m. shall not count on the days, Monday to Friday (inclusive), in calculating the period of such break.

(ii) On Saturdays, Sundays, and Public Holidays any break of less than three hours shall be counted as time worked.

OVERTIME.

4. (a) Overtime shall be paid as follows :—Within the spread of hours as prescribed in clause 3 of this Part in excess of 40 hours per week—time and a half. Outside such spread of hours and on Saturday—time and a half for the first four hours and double time thereafter.

For the purpose of assessing overtime outside the spread of hours any work done prior to the time of beginning, and after the time of ending work, as prescribed in clause 3 of this Part, on any day shall be cumulative.

(b) When excess duty is performed otherwise than in a consecutive extension before or after ordinary duty for the day the employee shall be entitled to a minimum payment as for three hours for each resumption provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full three hours if the nominated work he was recalled to perform is completed within a shorter period, but if the employee has to resume duty on more than two occasions during the hours between the usual finishing and commencing times he shall be entitled to payment for the whole of the time from the commencement of the first to the termination of the last resumption.

(c) In computing time worked or occupied each half hour or portion thereof, from the beginning of the time worked or occupied, shall be reckoned as a half hour.

SPECIAL CONDITIONS AS REGARDS EXCESSIVE OVERTIME.

4A. An employee who has done continuous duty for 24 hours shall not be required to do further duty on the tug until he has had, for the purpose of rest, a period of eight consecutive hours off duty exclusive of any meal time, provided that continuity of duty shall for the purpose of this clause be deemed to have been maintained despite the occurrence of meal times or of the employee being off duty during any period of not more than four hours including one of such meal times during the 24 hours in question.

Provided further that for each hour worked during the eight hours rest period aforesaid the employee shall be paid overtime at the rate of double time in addition to any other ordinary or overtime payment.

RAISING STEAM AND BANKING FIRES.

5. (a) Firemen shall be deemed to be occupied for one and a half hours raising steam on large tugs and for one hour on small tugs.

(b) When a tug is returning from a job and fires are banked presumably for the night and the tug is immediately ordered out on another job, 3s. extra shall be paid to the fireman for breaking the bank.

MEAL HOURS.

(Exclusive of working time.)

6. (a) Meal breaks of one hour each shall be allowed as follow :—

Breakfast between 8 a.m. and 10 a.m.

Dinner between noon and 2 p.m.

(b) Where a meal break is not permitted within the prescribed hours one hour's payment at double time shall be paid, and a break shall be allowed for a meal as soon as practicable.

An employee shall not be compelled to work for more than six hours without a break for a meal.

(c) Where a tug is tied up to a wharf immediately prior to a meal hour it shall remain alongside the wharf until the completion of such meal hour and an employee shall be entitled to leave the tug for the duration of the meal hour.

HOLIDAY AND SUNDAY WORK.

7. (a) A full week's wages shall be paid for any week in which the following holidays occur or are observed notwithstanding such holidays are not worked :—

New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, King's Birthday, Labour Day, Melbourne Cup Day, Christmas Day, and Boxing Day, or such other day or days as by law or otherwise are observed in lieu of any of the said days.

(b) For work done on a tug boat on a Sunday or any of the holidays herein prescribed an employee shall be paid double time with a minimum payment as for four hours at such penal rate for each period of duty provided that where he is subjected to more than two call-outs in any day he shall be so paid for the whole time from the first commencement till the final termination of the work.

ANNUAL LEAVE.

8. (a) An employee who has served his employer continuously for a period of one year shall be allowed 21 consecutive days' holiday on full pay.

(b) For each holiday prescribed in clause 7 of this Part falling within the employee's annual leave another day shall be added to such leave.

(c) An employee shall be paid all ordinary wages due to him, plus payment at ordinary rates for the holiday period, before going on leave.

(d) Any employee who leaves his employment, or whose employment is terminated before the completion of any twelve monthly qualifying period shall for each completed month of service receive payment in lieu of annual leave consisting of $\frac{1}{12}$ of three weeks' ordinary pay.

SICK LEAVE.

9. (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.

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.

WAITING FOR ORDERS.

10. If a tug boat employee is required or caused by his employer to wait at a time mutually agreed upon between the employer and employee, or attend in his own time at any other place than his home to receive any direction or instruction as to the time, locality, or nature of the work to be done for the employer by the tug in which he is employed, he shall be paid 2s. 6d. for each instruction.

TRAVELLING TIME AND EXPENSES.

11. (a) Where an employee is required to join or leave a tug at a place other than his port of engagement he shall be allowed second class fares and reasonable out-of-pocket expenses in addition to his ordinary wages.

(b) When an employee, who, in the ordinary course of his employment, begins and finishes his work for the day at a particular time and place, is required to begin and/or finish work for the day at a place other than from that particular time and place, he shall be paid any reasonable extra travelling expenses and also at the overtime rate for any extra time thereby occasioned beyond his ordinary travelling expense and time.

TRIMMING COAL IN BUNKERS.

12. (a) When coal trimming is necessary when a tug is steaming an extra trimmer shall be engaged to perform this work.

(b) Members of crews are not to participate in bunkering operations when coal trimmers are available. If crews are called upon to perform bunkering operations they shall be paid coal trimmers' rates in addition to their ordinary rates.

COMPENSATION FOR LOSS OF PERSONAL EFFECTS.

13. If an employee should sustain damage or loss of his personal effects or equipment by fire, explosion, foundering, shipwreck, collision, stranding, or by any other cause whatsoever not attributable to the employee's neglect, the employer shall compensate him for such damage or loss by a cash equivalent to the value thereof, to a maximum of £20.

CLEANING AND FUMIGATION.

14. (a) The quarters of employees shall be thoroughly fumigated and cleaned and painted at least once every year, and the date of the last fumigating and painting shall be stencilled or painted in the quarters.

(b) Employees shall be given one clear day's notice before fumigation starts, and all bedding, clothing, &c., shall be loosened up and fumigated while in quarters.

(c) Employees shall not be called upon to occupy the quarters until the fumigation officer has certified they can safely do, so.

ACCOMMODATION.

15. (a) Employees who, by the nature of their employment, are required to sleep on board shall be supplied by the employer with bedding consisting of a mattress and cover, pillowslips, sheets, a well-filled pillow, two blankets (a third blanket to be supplied in cold weather), towels, toilet soap, crockery, and cutlery. The mattress and pillow shall be of flax or other fibre, but not of straw or tow.

(b) Pillow covers, sheets, and towels shall be changed weekly, mattress cover monthly, and blankets once in each four months. Mattresses shall be thoroughly renovated once every six months.

(c) In the event of the failure by an employee to return in good order, reasonable wear and tear excepted, any of the bedding or towels issued to him, the employer, on the termination of his employment, shall deduct from any moneys due to the employee 75 per cent. of the cost of the articles not so returned.

EXISTING CUSTOMS AND PRACTICES.

16. Except in so far as altered expressly or by necessary implication this Determination is made on the understanding that all existing privileges and conditions shall continue.

WORKING CARGO.

17. Tug boat employees shall, in addition to their ordinary wage, be paid the difference between their own and Waterside Workers' rates when handling cargo.

MEDICINE CHESTS.

18. A medicine chest complying with the provisions of Scale D of the Scales of Medicine and Medical Stores, prescribed in accordance with Section 124 of the *Commonwealth Navigation Act 1912-1933*, shall be placed aboard each vessel.

ENGAGEMENT AND DISMISSAL.

19. (a) All employees shall be engaged through the recognized place of engagement for all seamen.

(b) Subject to sub-clause (c) hereof the engagement of all employees shall be by the week, and one week's notice shall be given by either side to terminate employment excepting in cases which justify summary dismissal. Any employee leaving his employment without giving such notice shall forfeit one week's pay.

(c) Employees may be engaged by the day to fill the places of weekly employees temporarily absent.

If an employee is engaged for less than fourteen consecutive working days he shall be paid at the appropriate rate prescribed in clause 1 of this Part with an addition of 25 per cent.

DEFINITION.

20. "Tug" means a vessel engaged in towing steam or sailing vessels or barges, lighters, punts, or other craft or floating material, or attending such vessels for towing on arrival or departure.

PART II.

This Part applies to employees on Pilot Ships.

WAGES PER WEEK.

1.						Ordinary Wage.	Sea-Going Allowance.	Total Wage.
						£ s. d.	£ s. d.	£ s. d.
Fireman						6 8 6	1 17 0	8 5 6
A.B.						5 19 3	1 17 0	7 16 3
Ordinary Seaman						4 16 10	1 8 0	6 4 10

HOURS OF WORK.

2. Subject to sub-clauses (a) and (b) hereof the ordinary hours for a week's work shall be 40.

(a) Any time worked in excess of such 40 on an outside ship shall be compensated for as follows:—

(i) Sixteen consecutive hours off duty on the Thursday and Friday, or the Monday and Tuesday next following such period of duty. Time occupied in travelling to or from a ship is not to count as time off duty;

(ii) Payment at overtime rates for any excess worked over and above 56 hours of duty (i.e., payment shall be made for all work done in excess of 40 hours plus the 16 compensated for in accordance with the provisions of (i) hereof).

(b) Any time worked, other than on an outside ship, in excess of 40 hours in any week shall be paid for at overtime rates.

DAILY SPREAD OF HOURS.

3. (a) In port the ordinary hours shall be worked between 7 a.m. and 5 p.m.

(b) At sea the ordinary hours shall be worked in watches of four hours on duty with intervals of four hours off duty.

OVERTIME.

4. (a) All time worked in excess of or outside the hours as prescribed in clauses 2 or 3 of this Part shall be paid for at the rate of time and a half. Provided that if such excess duty "in port" has already extended for at least four hours the employee shall be entitled to payment at the rate of double time in respect of the continuance of such excess duty beyond such four hours.

(b) Overtime "in port" shall be calculated on the ordinary wage, and "at sea" on the total wage, as prescribed in clause 1 of this Part.

RAISING STEAM AND BANKING FIRES.

5. Firemen shall be allowed two hours' payment at the appropriate rate for raising steam and three hours' payment at such rate for the purpose of cleaning the boiler tubes.

MEAL HOURS.

(Exclusive of working time.)

Pilot Ship employees "in port".

6. (a) Meal breaks of one hour each shall be allowed as follow:—

Breakfast between 8 a.m. and 10 a.m.

Dinner between noon and 2 p.m.

Tea between 5 p.m. and 7 p.m.

Supper between 11 p.m. and 1 a.m.

(b) 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.

(c) When a pilot ship is "in port" and an employee is required to be on duty he shall be entitled to meals on board. The employer shall arrange for the cooking of such meals on the day or shall, instead of providing the meals, pay an allowance of 2s. 6d. per meal to the employee.

HOLIDAY AND SUNDAY WORK.

7. (a) A full week's wages shall be paid for any week in which the following holidays occur or are observed notwithstanding such holidays are not worked:—

New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, King's Birthday, Labour Day, Melbourne Cup Day, Christmas Day, and Boxing Day, or such other day or days as by law or otherwise are observed in lieu of any of the said days.

(b) A pilot ship employee "at sea" on any of the days herein prescribed shall be paid an extra day's pay.

(c) For work done on a pilot ship "in port" on a Sunday or any of the holidays herein prescribed an employee shall be paid double time with a minimum payment as for four hours at such penal rate.

ANNUAL LEAVE.

8. (a) An employee who has served his employer continuously for a period of one year shall be allowed 21 consecutive days' holiday on full pay.

(b) For each holiday prescribed in clause 7 of this Part falling within the employee's annual leave another day shall be added to such leave.

(c) An employee shall be paid all ordinary wages due to him, plus payment at ordinary rates for the holiday period, before going on leave.

(d) Any employee who leaves his employment, or whose employment is terminated before the completion of any twelve monthly qualifying period shall for each completed month of service receive payment in lieu of annual leave consisting of $\frac{1}{12}$ of three weeks' ordinary pay.

SICK LEAVE.

9. (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.

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.

TRAVELLING TIME AND EXPENSES.

10. Where transport is not provided an employee shall be allowed a second class fare from Queenscliff to Melbourne and return for the purpose of taking accumulated leave, or from Melbourne to Queenscliff when required to travel to start work.

TRIMMING COAL IN BUNKERS.

11. (a) Any member of a Pilot Ship crew, on watch and required to trim coal, shall be paid one hour's overtime per day whilst so engaged.

(b) Except as provided in sub-clause (a) hereof members of crews are not to participate in bunkering operations when coal trimmers are available. If crews are called upon to perform bunkering operations they shall be paid coal trimmers' rates in addition to their ordinary rates.

COMPENSATION FOR LOSS OF PERSONAL EFFECTS.

12. If an employee should sustain damage or loss of his personal effects or equipment by fire, explosion, foundering, shipwreck, collision, stranding, or by any other cause whatsoever not attributable to the employee's neglect, the employer shall compensate him for such damage or loss by a cash equivalent to the value thereof, to a maximum of £20.

CLEANING AND FUMIGATION.

13. (a) The quarters of employees shall be thoroughly fumigated and cleaned and painted at least once every year, and the date of the last fumigating and painting shall be stencilled or painted in the quarters.

(b) Employees shall be given one clear day's notice before fumigation starts, and all bedding, clothing, &c., shall be loosened up and fumigated while in quarters.

(c) Employees shall not be called upon to occupy the quarters until the fumigation officer has certified they can safely do so.

ACCOMMODATION.

14. (a) Employees who, by the nature of their employment, are required to sleep on board shall be supplied by the employer with bedding consisting of a mattress and cover, pillowslips, sheets, a well-filled pillow, two blankets (a third blanket to be supplied in cold weather), towels, toilet soap, crockery, and cutlery. The mattress and pillow shall be of flax or other fibre, but not of straw or tow.

(b) Pillow covers, sheets, and towels shall be changed weekly, mattress cover monthly, and blankets once in each four months. Mattresses shall be thoroughly renovated once every six months.

(c) In the event of the failure by an employee to return in good order, reasonable wear and tear excepted, any of the bedding or towels issued to him, the employer, on the termination of his employment, shall deduct from any moneys due to the employee 75 per cent of the cost of the articles not so returned.

EXISTING CUSTOMS AND PRACTICES.

15. Except in so far as altered expressly or by necessary implication this Determination is made on the understanding that all existing privileges and conditions shall continue.

MEDICINE CHESTS.

16. A medicine chest complying with the provisions of Scale D of the Scales of Medicine and Medical Stores, prescribed in accordance with Section 124 of the *Commonwealth Navigation Act 1912-1933*, shall be placed aboard each vessel.

ENGAGEMENT AND DISMISSAL.

17. (a) All employees shall be engaged through the recognized place of engagement for all seamen.
 (b) Subject to sub-clause (c) hereof the engagement of all employees shall be by the week, and one week's notice shall be given by either side to terminate employment excepting in cases which justify summary dismissal. An employee leaving his employment without giving such notice shall forfeit one week's pay.
 (c) Employees may be engaged by the day to fill the places of weekly employees temporarily absent.
 If an employee is engaged for less than 14 consecutive working days he shall be paid at the appropriate rate prescribed in clause 1 of this Part with an addition of 25 per cent

DEFINITIONS.

18. "Pilot Ship" means any vessel employed in the duty of placing on board or taking off Pilots of the Port Phillip Pilot Service.
 "Home Port" means the port of engagement of employees.
 "At Sea" means when proceeding from Queenscliff to Melbourne, or from Melbourne to Queenscliff, and on outside stations.
 "In Port" means anchored at the inside station Queenscliff, or moored at Williamstown or other wharfs.

PART III.

This Part applies to employees on craft controlled by the Melbourne Harbour Trust.

WAGES PER WEEK.

1 (a) Day Workers:—

	£	s.	d.
A.B.	7	6	0
Deck Hand	6	17	0
Fireman	7	15	0
Greaser	7	16	0
Winchman	7	12	6
Coal Gang Hand	7	6	0
Diver	10	6	0

(b) A Diver's Assistant shall be paid, whilst engaged as such, at the rate prescribed for an A.B. plus an allowance at the rate of £1 per week.

(c) Any person working inside a boiler or furnace, cleaning inside the casing of internal combustion engines, cleaning inside oil tanks in motor vessels, cleaning tubes, uptakes, or smokeboxes where doors have to be opened, or cleaning bilges—1s. 6d. per hour in addition to any other ordinary or overtime rate payable.

(d) A coal gang hand shall receive the following additional allowances:—

(i) 1½d. per hour during actual coaling operations;

(ii) 9d. per hour, to be computed to the nearest half hour, when handling coal in bunkers of vessels.

(e) *Shift Workers.*—A shift worker, irrespective of the shift on which he may be employed, shall be paid the appropriate rate prescribed in sub-clause (a) hereof plus 6 per cent, calculated to the nearest shilling. For the purposes of this Part of the Determination a shift worker shall be deemed to be an employee who is ordinarily required to commence work before 7.25 a.m., or to finish after 4.25 p.m.

EMPLOYEES TEMPORARILY TRANSFERRED FROM DAY WORK TO SHIFT WORK, OR FROM SHIFT WORK TO DAY WORK.

2. (a) An employee transferred from day work to shift work for less than five consecutive days shall be paid at the rate of time and a half for each shift.

(b) An employee transferred temporarily from shift work to day work shall for the first two weeks at such temporary work be paid at the rate prescribed for his ordinary work as a shift worker.

(c) After the first hour of a shift an employee is not to be moved or transferred from one craft to another except in the case of sickness or accident occurring during a shift.

CALL OUTS FOR DIVER.

3. A diver shall be paid for all "Call outs" at the rate of double time, with a minimum payment as for four hours' work at such penal rate.

LIMITATION ON DIPS, ETC.

4. (a) Where a Diver is required to do more than six dips in any week he shall be paid 8s. 6d. extra for each additional dip in such week. In computing the number of dips three hours shall be deemed to be the maximum duration of a dip, provided that where the duration of a dip exceeds three hours, such excess shall be deemed to be a second dip if work then ceases for the day, but if the diver is required to do any further diving work on that day the excess shall count towards the three-hour maximum for the next dip on that day.

(b) A Diver shall not be required to dive for more than six hours on any one day.

MIXED FUNCTIONS.

5. An employee required to do work for which a higher rate of wage is payable than that for the work on which he is ordinarily engaged, shall be paid at such higher rate for all work done on such day.

ORDINARY HOURS OF WORK.

6. (a) The ordinary hours for a week's work shall be 40.

(b) The ordinary hours for a day worker shall be worked between the hours of 7.25 a.m. and 4.25 p.m.

Provided that the spread of hours may be varied on any job by mutual agreement between an employer and the majority of the employees on the job.

(c) The ordinary hours for all employees shall not exceed eight hours on any day Monday to Friday inclusive.

OVERTIME.

7. (a) Overtime shall be paid as follows:—

Within the spread of hours as prescribed in clause 6 of this Part in excess of 40 hours per week—time and a half.

Outside such spread of hours—time and a half for the first four hours and double time thereafter.

(b) An employee required to work overtime for two hours or more shall, as far as practicable, be notified as to the probable duration of such overtime and if he is unable to return to his home in reasonable time for a meal, must be supplied with a meal or paid 2s. 6d. in lieu.

AVOIDANCE OF PHYSICAL EXHAUSTION.

8. An employee who has done continuous duty for 24 hours shall not be required to do further duty on the tug or vessel until he has had, for the purpose of rest, a period of eight consecutive hours off duty exclusive of any meal time; provided that continuity of duty shall for the purpose of this clause be deemed to have been maintained despite the occurrence of meal times or of the employee being off duty during any period of not more than four hours including one such meal time during the 24 hours in question.

Provided that in the event of unforeseen circumstances beyond the control of the employer, all time worked in excess of the period herein mentioned shall be paid for at the rate of double time, and such double time shall continue until the employee has had at least eight hours off for rest.

TRAVELLING EXPENSES.

9. Where an employee is required to join or leave a vessel at a place other than his port of engagement he shall be allowed a second-class fare and a sustenance allowance of 2s. 6d. per meal in addition to his ordinary wages.

RELIEF BOAT AND TRAVELLING TIME.

10. No. 1 Wharf Spencer-street, Melbourne, shall be the picking up point for all plant working between such point and No. 6 Wharf, Yarraville, including the Docks.

All travelling time is to be paid for at the ordinary rate, except that where the time taken to travel in overtime hours is ten minutes more than would normally be taken, such excess over ten minutes shall be paid for at time and a half.

MEAL HOURS.

11. Thirty minutes shall be allowed for crib, but no employee shall be required to work more than four hours without a break for a meal.

No reduction of wages shall take place in lieu of time taken off for a meal.

PICK-UP PLACE.

12. All employees shall be engaged in accordance with the requirements of the Commonwealth Seamen's selection shed under the control of the Commonwealth Inspector of Seamen.

ENGAGEMENT.

13. All employment shall be by the week determinable only by a week's notice from either employer or employee unless the amount of a week's wages be paid or allowed in lieu of such notice.

Provided that, notwithstanding anything herein contained, the employer may for misconduct dispense with an employee anywhere and at any time without such notice or payment.

Provided further that the employer may deduct payment for any day on which an employee cannot be usefully employed because of—

- (a) any strike;
- (b) any breakdown of machinery;
- (c) any stoppage of work unavoidable by the employer.

An employee dispensed with for misconduct shall be entitled to payment of wages in respect of and proportionate to the time up to the dispensation but no more.

HOLIDAY AND SUNDAY WORK.

14. (a) A full week's wages shall be paid for any week in which the following holidays occur or are observed notwithstanding such holidays are not worked:—

New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, King's Birthday, Labour Day, Melbourne Cup Day, Christmas Day, and Boxing Day, or such other day or days as by law or otherwise are observed in lieu of any of the said days.

(b) For work done on Sunday or any of the holidays prescribed in sub-clause (a) hereof an employee shall be paid the following rate in addition to the weekly wage, with a minimum of four hours for each period of duty, and he shall be so paid as for working time from the first commencement to the final termination of work on the day or to the end of the day as the case may be:—

On Sundays and Holidays—double time.

(c) No weekly employee who has, without the consent of his employer and without reasonable cause, absented himself from his employment on the day before or the day after a holiday shall be free from deduction of pay in respect of such holiday.

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 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.

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.

16. (a) *Shift Workers* :—

- (i) An employee who has served his employer continuously for a period of one year shall be allowed 21 consecutive days' holiday on full pay.
- (ii) For each holiday prescribed in clause 14 of this Part falling within the employee's annual leave another day shall be added to such leave.
- (iii) An employee shall be paid all ordinary wages due to him, plus payment at ordinary rates for the holiday period, before going on leave.
- (iv) Any employee who leaves his employment, or whose employment is terminated before the completion of any twelve monthly qualifying period shall for each completed month of service receive payment in lieu of annual leave consisting of $\frac{1}{12}$ of three weeks ordinary pay.

(b) *Day Workers*.—The annual holiday shall be as prescribed by the provisions of the *Factories and Shops (Annual Holidays) Act 1948, No. 5111, and any amendments which may be made thereto from time to time.*

(c) *Mixed Work*.—An employee who during the course of a year has been employed both as a shift worker and a day worker shall be granted annual holidays on a *pro rata* basis as follows :—

- 10 hours for each completed month as a shift worker, and
- 6 $\frac{3}{4}$ hours for each completed month as a day worker.

(d) *Notice of Annual Leave*.—Employees are to be given two weeks' notice before being required to take annual leave.

COMPENSATION FOR LOSS OF PERSONAL EFFECTS.

17. If an employee should sustain damage or loss of his personal effects or equipment by fire, explosion, foundering, shipwreck, collision, stranding, or by any other cause whatsoever not attributable to the employee's neglect, the employer shall compensate him for such damage or loss by a cash equivalent to the value thereof, to a maximum of £20.

CLEANING AND FUMIGATION.

18. (a) The quarters of employees shall be thoroughly fumigated and cleaned and painted at least once every year, and the date of the last fumigating and painting shall be stencilled or painted in the quarters.

(b) Employees shall be given one clear day's notice before fumigation starts, and all bedding, clothing, &c., shall be loosened up and fumigated while in quarters.

(c) Employees shall not be called upon to occupy the quarters until the fumigation officer has certified they can safely do so.

ACCOMMODATION.

19. (a) Employees who, by the nature of their employment, are required to sleep on board shall be supplied by the employer with bedding consisting of a mattress and cover, pillowslips, sheets, a well-filled pillow, two blankets (a third blanket to be supplied in cold weather), towels, toilet soap, crockery, and cutlery. The mattress and pillow shall be of flax or other fibre, but not of straw or tow.

(b) Pillow covers, sheets, and towels shall be changed weekly, mattress cover monthly, and blankets once in each four months. Mattresses shall be thoroughly renovated once every six months.

(c) In the event of the failure by an employee to return in good order, reasonable wear and tear excepted, any of the bedding or towels issued to him, the employer, on the termination of his employment, shall deduct from any moneys due to the employee 75 per cent. of the cost of the articles not so returned.

EXISTING CUSTOMS AND PRACTICES.

20. Except in so far as altered expressly or by necessary implication this Determination is made on the understanding that all existing privileges and conditions shall continue.

MEDICINE CHESTS.

21. A medicine chest complying with the provisions of Scale D of the Scales of Medicine and Medical Stores, prescribed in accordance with Section 124 of the *Commonwealth Navigation Act 1912-1933*, shall be placed aboard each vessel.

DEFINITION.

22. "Floating Plant" means dredge, steam hopper, barge, tug, or dumb barge, and all attendant plant necessary for dredging work.

PART IV.

This part applies to employees on craft controlled by the Geelong Harbour Trust.

WAGES PER WEEK.

1. (a) *Day Workers* :—

	£	s.	d.
A.B.	7	6	0
Deck Hand	6	17	0
Fireman	7	15	0
Greaser	7	16	0
Winchman	7	12	6
Coal Gang Hand	7	6	0

(b) An additional amount of 1s. per week shall be paid to all persons employed as A.B.'s or Firemen to cover the function of commercial towage. Such amount shall be payable for work done on all craft irrespective of whether it is engaged on such towage or not.

(c) Any employee who holds a certificate as an A.B., or who produces evidence to the satisfaction of the Harbour Trust Commissioners that he has been so classified, shall, irrespective of the nature of the craft upon which he may be employed from time to time, be classified and paid as such.

An oral examination shall be held after a qualifying period of not more than one year of service, to determine the suitability or otherwise of any deckhand for classification as an A.B.

Should he so satisfy the Harbor Trust Commissioners he shall be classified as an A.B. and paid as such.

(d) A Coal gang hand shall receive the following additional allowances :—

(i) 1½d. per hour during actual coaling operations ;

(ii) 9d. per hour, to be computed to the nearest half hour, when handling coal in bunkers of vessels.

(e) *Shift Workers.*—A shift worker, except one engaged as a watchman and/or fireman-watchman irrespective of the shift on which he may be employed, shall be paid the appropriate rate prescribed in sub-clause (a) hereof plus 8 per cent. calculated to the nearest shilling. For the purposes of this Part of the Determination a shift worker shall be deemed to be an employee who is ordinarily required to commence work before 8 a.m., or to finish after 4.45 p.m.

EMPLOYEES TEMPORARILY TRANSFERRED FROM DAY WORK TO SHIFT WORK, OR FROM SHIFT WORK TO DAY WORK.

2. (a) An employee transferred from day work to shift work for less than five consecutive days shall be paid at the rate of time and a half for each shift.

(b) An employee transferred temporarily from shift work to day work shall for the first two weeks at such temporary work be paid at the rate prescribed for his ordinary work as a shift worker.

(c) After the first hour of a shift an employee is not to be moved or transferred from one craft to another except in the case of sickness or accident occurring during a shift, and except also in the case of employment on commercial towage.

OVERHAULS.

3. Any seaman or deckhand required to be employed on the overhaul of any vessel shall be paid for the time so occupied at the rates prescribed from time to time by the appropriate Award, Agreement, or Determination for Casual Ship's Painters and Dockers.

WATCHMAN AND/OR FIREMAN.

4. During the period while any Watchman and/or Fireman-watchman is required to remain aboard a vessel before or after his ordinary rostered periods of duty, he shall be paid therefor a rate of 1s. per hour for such passive period.

MIXED FUNCTIONS.

5. An employee required to do work for which a higher rate of wage is payable than that for the work on which he is ordinarily engaged, shall be paid at such higher rate for all work done on such day.

ORDINARY HOURS OF WORK.

6. (a) The ordinary hours for a week's work shall be 40.

(b) The ordinary hours for a day worker shall be worked between the hours of 8 a.m. and 4.45 p.m.

Provided that the spread of hours may be varied on any job by mutual agreement between an employer and the majority of the employees on the job.

(c) The ordinary hours for all employees shall not exceed eight hours on any day Monday to Friday inclusive.

OVERTIME.

7. (a) Overtime shall be paid as follows :—

Within the spread of hours as prescribed in clause 6 of this Part in excess of 40 hours per week—time and a half.

Outside such spread of hours—time and a half for the first four hours and double time thereafter.

(b) An employee required to work overtime for two hours or more shall, as far as practicable, be notified as to the probable duration of such overtime and if he is unable to return to his home in reasonable time for a meal, must be supplied with a meal or paid 2s. 6d. in lieu.

AVOIDANCE OF PHYSICAL EXHAUSTION.

8. An employee who has done continuous duty for 24 hours shall not be required to do further duty on the tug or vessel until he has had, for the purpose of rest, a period of eight consecutive hours off duty exclusive of any meal time; provided that continuity of duty shall for the purpose of this clause be deemed to have been maintained despite the occurrence of meal times or of the employee being off duty during any period of not more than four hours including one such meal time during the 24 hours in question.

Provided that in the event of unforeseen circumstances beyond the control of the employer, all time worked in excess of the period herein mentioned shall be paid for at the rate of double time, and such double time shall continue until the employee has had at least eight hours off for rest.

TRAVELLING EXPENSES.

9. Where an employee is required to join or leave a vessel at a place other than his port of engagement he shall be allowed a second-class fare and a sustenance allowance of 2s. 6d. per meal in addition to his ordinary wages.

RELIEF BOAT AND TRAVELLING TIME.

10. All travelling time is to be paid for at the ordinary rate, except that where the time taken to travel in overtime hours is ten minutes more than would normally be taken, such excess over ten minutes shall be paid for at time and a half.

MEAL HOURS.

11. Thirty minutes shall be allowed for crib, but no employee shall be required to work more than four hours without a break for a meal.

No reduction of wages shall take place in lieu of time taken off for a meal.

ENGAGEMENT.

12. All employment shall be by the week determinable only by a week's notice from either employer or employee unless the amount of a week's wages be paid or allowed in lieu of such notice.

Provided that, notwithstanding anything herein contained, the employer may for misconduct dispense with an employee anywhere and at any time without such notice or payment.

Provided further that the employer may deduct payment for any day on which an employee cannot be usefully employed because of—

- (a) any strike ;
- (b) any breakdown of machinery ;
- (c) any stoppage of work unavoidable by the employer.

An employee dispensed with for misconduct shall be entitled to payment of wages in respect of and proportionate to the time up to the dispensation but no more.

HOLIDAY AND SUNDAY WORK.

13. (a) A full week's wages shall be paid for any week in which the following holidays occur or are observed notwithstanding such holidays are not worked :—

New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, King's Birthday, Labour Day, Christmas Day, and Boxing Day, or such other day or days as by law or otherwise are observed in lieu of any of the said days.

(b) For work done on Sunday or any of the holidays prescribed in sub-clause (a) hereof an employee shall be paid the following rate in addition to the weekly wage, with a minimum of four hours for each period of duty, and he shall be so paid as for working time from the first commencement to the final termination of work on the day or to the end of the day as the case may be :—

On Sundays and Holidays—double time.

(c) No weekly employee who has, without the consent of his employer and without reasonable cause, absented himself from his employment on the day before or the day after a holiday shall be free from deduction of pay in respect of such holiday.

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 Wagges 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 herebefore 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.

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 LEAVE.

15. (a) *Shift Workers* :—

- (i) An employee who has served his employer continuously for a period of one year shall be allowed 21 consecutive days' holiday on full pay.
- (ii) For each holiday prescribed in clause 13 of this Part falling within the employee's annual leave another day shall be added to such leave.
- (iii) An employee shall be paid all ordinary wages due to him, plus payment at ordinary rates for the holiday period before going on leave.
- (iv) Any employee who leaves his employment, or whose employment is terminated before the completion of any twelve monthly qualifying period shall for each completed month of service receive payment in lieu of annual leave consisting of $\frac{1}{12}$ of three weeks' ordinary pay.

(b) *Day Workers*.—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.

(c) *Mixed Work*.—An employee who during the course of a year has been employed both as a shift worker and a day worker shall be granted annual holidays on a *pro rata* basis as follows :—

- 10 hours for each completed month as a shift worker, and
- 6½ hours for each completed month as a day worker.

(d) *Notice of Annual Leave*.—Employees are to be given two weeks' notice before being required to take annual leave.

COMPENSATION FOR LOSS OF PERSONAL EFFECTS.

16. If an employee should sustain damage or loss of his personal effects or equipment by fire, explosion, foundering, shipwreck, collision, stranding, or by any other cause whatsoever not attributable to the employee's neglect, the employer shall compensate him for such damage or loss by a cash equivalent to the value thereof, to a maximum of £20.

CLEANING AND FUMIGATION.

17. (a) The quarters of employees shall be thoroughly fumigated and cleaned and painted at least once every year, and the date of the last fumigating and painting shall be stencilled or painted in the quarters.

(b) Employees shall be given one clear day's notice before fumigation starts, and all bedding, clothing, &c., shall be loosened up and fumigated while in quarters.

(c) Employees shall not be called upon to occupy the quarters until the fumigation officer has certified they can safely do so.

ACCOMMODATION.

18. (a) Employees who, by the nature of their employment, are required to sleep on board shall be supplied by the employer with bedding consisting of a mattress and cover, pillowslips, sheets, a well-filled pillow, two blankets (a third blanket to be supplied in cold weather), towels, toilet soap, crockery, and cutlery. The mattress and pillow shall be of flax or other fibre, but not of straw or tow.

(b) Pillow covers, sheets, and towels shall be changed weekly, mattress cover monthly, and blankets once in each four months. Mattresses shall be thoroughly renovated once every six months.

(c) In the event of the failure by an employee to return in good order, reasonable wear and tear excepted, any of the bedding or towels issued to him, the employer, on the termination of his employment, shall deduct from any moneys due to the employee 75 per cent. of the cost of the articles not so returned.

EXISTING CUSTOMS AND PRACTICES.

19. Except in so far as altered expressly or by necessary implication this Determination is made on the understanding that all existing privileges and conditions shall continue.

MEDICINE CHESTS.

20. A medicine chest complying with the provisions of Scale D of the Scales of Medicine and Medical Stores, prescribed in accordance with Section 124 of the *Commonwealth Navigation Act 1912-1933*, shall be placed aboard each vessel.

DEFINITION.

21. "Floating Plant" means dredge, steam hopper, barge, tug, or dumb barge, and all attendant plant necessary for dredging work.

PART V.

This Part applies to all persons employed under this Determination.

PERIODICAL ADJUSTMENT OF WAGES.

1. The wages rates set out in clauses 1 of Parts I, II, III, and IV, hereof 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 in clause 2 of this Part.

Basic Wage.

Place.	Needs Basic Wage (Adjustable).	Loading (Constant).	Total Basic Wage.	Index Number Set Assigned.
	£ s. d.	s. d.	£ s. d.	
Within the area to which this Determination applies	5 14 0	6 0	6 0 0	Melbourne

ADJUSTMENT OF BASIC WAGE.

2. (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 1 of this Part.

(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, 1st December, 1948.



VICTORIA GOVERNMENT GAZETTE.

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THURSDAY, JANUARY 20.

[1949

Factories and Shops Acts.

DETERMINATION OF THE CYCLE TRADE BOARD.

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

(b) RE APPRENTICES OR IMPROVERS.—On the 5th March, 1930, the trade of motor cycle mechanic was proclaimed an Apprenticeship Trade under the Apprenticeship Act 1927, and, so far as the Metropolitan District is concerned, the provisions of that Act and the Regulations thereunder determine the conditions of employment of apprentices indentured after 5th March, 1930, and of improvers permitted to enter the trade after 20th November, 1929.

Particulars of such Regulations 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, since 15th November, 1937, 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 any process, trade, or business connected with or incidental to—

(a) the making or repairing of bicycles, tricycles, or motor cycles; or

(b) the making or repairing of any part or parts (other than tyres or engines) of a bicycle, tricycle, or motor cycle,

but not including any process, trade or business subject to the Determination of any Wages Board heretofore appointed, 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.

(a) *Apprentices.		(b) *Improvers.		(c) Other Employees.	
Weekly Wages.		Weekly Wages.		Weekly Wages Day Shift.	
s. d.		s. d.		s. d.	
1st year 30 9	1st year 30 0	Foremen, where over five adults are employed	.. 177 6
2nd " 38 3	2nd " 36 9	Foremen, where five adults or fewer are employed	.. 173 9
3rd " 60 9	3rd " 59 0	Lathe hands	.. 172 0
4th " 89 3	4th " 86 3	Builders and repairers of motor cycle frames and frames other than cycle frames	.. 158 3
5th " 118 3	5th " 115 0	Builders or repairers or brazers of cycle frames	.. 157 0
And thereafter, until attaining the age of 21 years, four-fifths of the journeyman's rate.		And thereafter four-fifths of the journeyman's rate.		Other repairers of motor cycles (except lathe hands)	.. 158 3
PROPORTION (IN ANY PLACE).		Provided that any improver who commences at the trade after attaining the age of 17 years shall be paid 20 per cent. in addition to the above rates.		Other repairers (except lathe hands)	.. 157 0
One apprentice to every three or fraction of three persons receiving not less than 145s. per week.		PROPORTION (IN ANY PLACE).		Assemblers of motor cycles	.. 157 0
		One improver to one person receiving not less than 145s. per week, two improvers to two or three such persons, thereafter two additional improvers to every three additional such persons.		Other assemblers	.. 149 6
				Filers on motor and other cycles	.. 149 6
				Wheel-builders on motor and other cycles	.. 149 6
				Foremen in rim-making	.. 161 6
				All others employed in rim-making	.. 149 6
				Persons cleaning off joints by sand-blasting or by shot-blasting	.. 149 6
				Handle-bar, benders—	
				By the mandrel method	.. 145 0
				By any other method	.. 149 6
				Persons not provided for otherwise	.. 130 0

* Except those covered by the Apprenticeship Act.

ORDINARY WEEK'S WORK.

3. The number of hours which shall constitute an ordinary week's work shall be 40. Provided that, in any place where the principal work carried on is incidental to and directly connected with the employer's retail business not more than two persons may be employed for a maximum of 46 hours per week without payment of overtime rates.

SPECIAL RATES.*Dirty Work.*

4. (a) Work which a foreman and workman shall agree is of an unusually dirty or offensive nature— $\frac{1}{4}$ d. 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 may bring such case before the Wages Board.

Rate not Subject to Penalty Additions.

(b) The special rate 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.*

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.

Provided that in retail shops the spread of hours shall be between the following times:—

Saturdays	8 a.m. to noon.
Other days	8 a.m. to 5.30 p.m.

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.

(Other than in Retail Shops.)

(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 8 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 8 consecutive hours on any shift or more than six shifts in any week.
- (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.

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 9 (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 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

(g₁) 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 8 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.

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 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.

SPECIAL RATE FOR SUNDAYS AND PUBLIC HOLIDAYS.

8. Double time shall be the rate for all work done on Sunday, New Year's Day, Australia Day, Good Friday, Easter Monday, Labour Day, King's Birthday, 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. 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 11 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.

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 employee without notice for malingering, inefficiency, neglect of duty or misconduct, and in such cases, the wages shall be paid up to the time of dismissal only, or to deduct payment for any day the employee cannot be usefully employed because of any strike or through any breakdown in machinery or any stoppage of work by any cause for which the employer cannot reasonably be held responsible.

(c) An employee not attending for duty shall, except as provided by clause 10, 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.

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 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 the provisions of sub-clause (a) hereof 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.

11. (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 8 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 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.

(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 whereof 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 8 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 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 the 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.

WORK GIVEN OUT.

12. (a) For the purposes of this Determination, every person or body of persons who issues, gives out, or authorizes or permits to be issued or given out any material whatsoever for the purpose of being wholly or partly prepared or manufactured by any process or processes subject to the jurisdiction of this Board, notwithstanding the fact that the person to whom the material is issued or given out supplies additional material, shall be deemed to be the employer of the person to whom such material is issued or given out.

(b) Every employer within the meaning of this clause shall keep a record book, which shall contain a correct account written in ink as follows:—

- (i) The name and full address of the person to whom material is issued or given out;
- (ii) The number of articles and description of work issued or given out;
- (iii) The time spent in carrying out and the price paid for such work;
- (iv) The record book shall be signed each week by each person to whom material is issued or given out, verifying the accuracy of the amount of wages received.

(c) The record book mentioned in the preceding sub-clause shall be open for inspection at any time by any authorized officer of the Department of Labour.

SUPPLY OF MILK.

13. Any person engaged for the greater part of his day's work at cleaning off joints by any method other than filing, shall be supplied free of charge by the employer with one pint of milk each day he is so engaged.

MISCELLANEOUS PROVISIONS.

14. (a) *Tools.*—The employer shall provide for each employee all necessary tools.

(b) *Sanitation, &c.*—The employer shall provide proper washing and sanitary conveniences. In any workshop in which employees, through a shop steward, or committee, ask for the provision of lockers, and an undertaking is given that the lockers will be properly cared for, a locker shall be installed by the employer for each workman.

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

DEFINITIONS.

15. (a) "Afternoon shift" shall mean any shift finishing after 6 p.m., but not later than midnight.

(b) "Night shift" shall mean any shift finishing later than midnight, but not later than 8 a.m.

(c) "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 (c) 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 17. The wages of apprentices and improvers shall be adjusted proportionately to adjustments of 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.	s. d.	£ s. d.	
Victoria	5 14 0	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.

MARGINAL RATES.

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.	Margin per Week.	Loading per Week.
	<i>s. d.</i>	<i>s. d.</i>
Foreman, where over five adults are employed	51 6	6 0
Foreman, where five adults or fewer are employed	47 9	6 0
Lathe hands	46 0	6 0
Builders and repairers of motor cycle frames and frames other than cycle frames	34 3	4 0
Builders or repairers or brazers of cycle frames	33 0	4 0
Other repairers of motor cycles (except lathe hands)	34 3	4 0
Other repairers (except lathe hands)	33 0	4 0
Assemblers of motor cycles	33 0	4 0
Other assemblers	26 6	3 0
Filers on motor and other cycles	26 6	3 0
Wheel-builders on motor and other cycles	26 6	3 0
Foremen in rim-making	37 6	4 0
All others employed in rim-making	26 6	3 0
Persons cleaning off joints by sand-blasting or by shot-blasting	26 6	3 0
Handle-bar benders—		
By the mandrel method	22 0	3 0
By any other method	26 6	3 0
Persons not provided for otherwise	16 0	3 0

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

J. W. RYAN, Secretary.

Melbourne, 8th December, 1948.