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GOVERNMENT GAZETTE.

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Factories and Shops Acts.

DETERMINATION OF THE KNITTING TRADE BOARD.

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

(b) Work on Sunday, except in certain prescribed circumstances, is prohibited by the *Factories and Shops (Sundays) Act 1932, No. 4102.*

IN accordance with the provisions of the Factories and Shops Acts, the Wages Board which now has the power "to determine the lowest prices or rates which may be paid to any person or persons, or classes of persons, employed in the process, trade, or business of—

- (i) knitting or crocheting fabric, or any article of human wear;
- (ii) mending or repairing any knitted or crocheted fabric, or any knitted or crocheted article of human wear;
- (iii) spinning or preparing silk yarn;
- (iv) the printing of jersey piece goods or the like knitting materials"—

has made the following Determination, namely:—

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

2. (a)

JUNIORS.

Males.	Wages per Week of 40 Hours.	Females.	Wages per Week of 40 Hours.
Age.	£ s. d.	Age.	£ s. d.
Under 16 years of age	2 1 0	Under 16 years of age	2 1 0
16 years of age	2 7 6	At 16 years of age	2 6 0
16½ years of age	2 11 6	At 16½ years of age	2 10 0
17 years of age	2 17 0	At 17 years of age	2 16 0
17½ years of age	3 2 0	At 17½ years of age	3 1 0
18 years of age	3 13 6	At 18 years of age	3 5 6
18½ years of age	4 1 6	At 18½ years of age	3 10 6
19 years of age	4 8 6	At 19 years of age	3 15 6
19½ years of age	5 0 0	At 19½ years of age	4 0 0
20 years of age	5 5 6	At 20 years of age	4 4 6
20½ years of age	5 11 6	At 20½ years of age	4 10 6

Until further order junior male employees engaged in the outer and under garment manufacturing section shall be paid 1s. per week in addition to the above-mentioned weekly rates as a special sectional allowance.

PROPORTION (within any factory).

The proportion of juniors employed shall not exceed two to each employee receiving not less than the minimum adult rate. In determining the proportion of juniors to employees receiving the adult rate each shift shall be taken into account separately.

Provided that, in the full-fashioned department of the knitting section, the proportion of females shall be one junior female to each female receiving the adult wage, and the proportion of males shall be two junior males to each three males receiving the adult wage.

Provided also that, in computing the proportion of juniors in the full-fashioned department of the knitting section, employees in the silk throwing department shall not be counted, and the count for the remainder of the full-fashioned department shall be taken over all the shifts.

The Board has prescribed a form of apprenticeship indenture.

(b) Changes in rates to be effective from the beginning of the first pay period to commence after the attainment of the prescribed age.

(c) A junior female, after four years' experience in the industry shall be paid the rates prescribed for an adult female in the classification in which she is employed.

(d) OTHER EMPLOYEES.

	Wages per Week of 40 Hours.		
	£	s.	d.
<i>Adult Males.</i>			
Mechanics on full-fashioned machines	7	15	0
Mechanics on all other machines	7	8	0
Operators of single unit full-fashioned machines	7	15	0
Operators of other full-fashioned machines (leggers and footers)—			
First year	7	8	0
Thereafter	7	15	0
Plierers	7	8	0
Welt turners and/or assistant operators on full-fashioned machines	6	18	0
Board and press hands	6	17	0
Electric machine cutters	7	2	0
Hand cutters	6	19	0
Warpers	6	17	0
Hand knitters on flat machines	6	18	0
Flat warp and circular machine operators	6	17	0
Millmen, scourers, bleachers, and shrinkers	6	15	0
Leading hand employed on dye machines or vats	7	0	0
All other employees in dye house operating and/or attending machines	6	15	0
All other machine operators and/or attendants	6	15	0
Warehousemen	6	12	0
Oilers and cleaners	6	12	0
Toppers	6	12	0
Recorders	6	12	0
Other dye or bleach house employees	6	6	0
Adult males not elsewhere specified	6	3	0

	Wages per Week of 40 Hours.		
	1st. Three Months' Experience.	2nd. Three Months' Experience.	Thereafter.
	£ s. d.	£ s. d.	£ s. d.
<i>Adult Females.</i>			
Electric machine cutters	4 12 6	5 2 6	5 14 6
Hand cutters	4 12 6	5 0 6	5 11 6
Trimmers	4 12 6	4 15 6	4 18 6
Hand knitters on flat machines	4 12 6	4 15 6	5 0 6
Linkers	4 12 6	4 15 6	5 0 6
Clockers	4 12 6	4 15 6	5 0 6
Menders on full fashioned hose	4 12 6	4 15 6	5 0 6
All other menders	4 12 6	4 15 6	4 18 6
Seamers, on full fashioned hose	4 12 6	4 15 6	5 0 6
Employees using Paramount or similar shapes	4 12 6	4 15 6	5 0 6
Seamers	4 12 6	4 15 6	5 0 6
Welters	4 12 6	4 15 6	5 0 6
Warpers	4 12 6	4 16 6	5 0 6
Operators of steam pressing machines, namely females employed on a steam pressing machine	4 17 6	5 2 6	5 9 6
Overlockers	4 12 6	4 15 6	5 0 6
Toppers	4 12 6	4 15 6	5 0 6
Flat lockers	4 12 6	4 15 6	5 0 6
Interlockers	4 12 6	4 15 6	5 0 6
Recorders	4 12 6	4 15 6	4 18 6
All other machine operators and/or attendants	4 12 6	4 15 6	4 18 6
Pressers or Ironers, namely females employed on any class of pressing or ironing with a hand iron not exceeding 8 lb. in weight	4 16 6	5 0 6	5 0 6
Examiners, folders, graders, pairers, sorters, parcelers, boxers, finishers, and Warehousewomen	4 12 6	4 15 6	4 18 6
All other adult females not elsewhere specified	4 12 6	4 12 6	4 12 6

Leading hands, other than those provided for above, shall be paid the appropriate rate plus the sum of 5s. per week.

Until further order all adult male employees engaged in the outer and under garment manufacturing section of the industry shall be paid 2s. per week in addition to the above-mentioned weekly rates as a special sectional allowance.

ADDITIONAL PAYMENTS.

3. (a) An employee who is employed as first-aid man or woman and who holds a first-aid certificate shall be paid 5s. per week extra.

(b) Employers shall provide proper facilities for the protection of employees engaged in loading and unloading soda ash from delivery vehicles by hand; in the event of such facilities not being so provided the employer shall pay each employee whilst so engaged the sum of 1s. per hour extra.

(c) Employees engaged in dye houses shall be paid at the rate of 5s. per week extra as compensation for working under wet and unhealthy conditions.

PIECEWORK.

4. (a) Any employer may fix piecework rates for any process: Provided such rates enable adult employees of average capacity to earn at least the minimum weekly rate prescribed for their respective classes with the addition of 15 per cent. A schedule of such piecework rates shall be posted in the mill or factory and a copy thereof forwarded to the Secretary of the local branch of the Union.

(b) Piecework prices now paid may be readjusted by employers to meet new circumstances created by this Determination before the expiry of six months from the date on which this Determination comes into force, but thereafter such prices shall not be altered except by mutual agreement between the employer and pieceworkers concerned or by authority of the Secretary for Labour.

(c) Effect shall be given in piecework earnings to alterations of the needs basic wage, and the minimum wage for adult females made in accordance with the provisions of clause 29 of this Determination. For that purpose an employer may alter his piecework rates in accordance with paragraph (b) of this clause, or he may observe the following provisions:—

At the end of each working week the aggregate earnings of each pieceworker for such week shall be ascertained, and where such pieceworker has worked on each and every day ordinarily worked in such week, such aggregate earnings shall be increased or decreased—

- (i) In the case of males, by the sum by which the needs basic wage has been increased or decreased in accordance with the provisions of clause 29; and
- (ii) in the case of females by the sum by which the minimum wage for adult females has been increased or decreased in accordance with the provisions of clause 29.

but where the pieceworker has not worked on each and every day ordinarily worked in such week, then the aggregate earnings shall be increased or decreased by a part of such sum proportionate to the number of days worked, calculated to the nearest penny.

(d) If any groups of employees in any factory are dissatisfied with alterations made in piecework rates they shall have the right to refer the matter to the Secretary for Labour for investigation.

(e) Where an employee has worked part of the week on piecework, he or she shall be entitled to his or her earnings in full for the actual time worked on piecework if the earnings are higher than the minimum rate for such time.

(f) Adults and juniors doing the same operations shall be paid the same piecework prices.

(g) As far as practicable, different grades of work shall be equitably divided between pieceworkers.

(h) A pieceworker who also instructs learners shall receive 10s. per week in addition to piecework earnings for the first week, 7s. 6d. for the second week, and 5s. for the third week, but at the end of the third week shall not be called upon to continue instructing a learner unless paid 5s. per week in addition to his piecework earnings.

(i) A pieceworker (adult or junior) called upon to perform work before the usual starting time or after the usual finishing time on any day, Monday to Saturday (inclusive), shall be paid, in addition to his or her normal piecework price.

(i) for the first three hours on any one of such days—at a rate per hour equivalent to 1/80th of the weekly rate prescribed for an adult employee of the same sex employed on the same work; and

(ii) for any overtime extending beyond such three hours—at a rate per hour equivalent to 1/40th of the weekly rate prescribed for an adult employee of the same sex employed on the same work.

Youths under 18 years of age and females who work overtime extending over ten hours in any week shall for any overtime beyond such ten hours be paid the rate prescribed by paragraph (ii) hereof. Provided that in mills or factories where 40 hours are worked in five days, Monday to Friday (inclusive), the maximum daily hours under this sub-clause for Saturday shall be not more than four hours, before the increased overtime rate prescribed by paragraph (ii) hereof shall operate.

(j) Pieceworkers on the employer's premises, at the employer's request, ready and willing to work, shall for each pay period receive at least the time rate prescribed for their occupations.

BONUS PAYMENTS.

5. (a) In all establishments in which tasks are set and employees are paid for extra production the tasks shall be so set as to permit adults of average capacity and juniors of average capacity in receipt of wages in excess of 25s. per week to earn at least 15 per cent. above the rates prescribed for their occupations, and so as to permit juniors of average capacity in receipt of wages between 17s. and 25s. per week to earn at least 20 per cent. in addition to the rates prescribed for their occupations.

(b) Particulars of the basis of bonus rates shall be supplied to the secretary of the local branch of the Union upon request being made to the employer for same.

(c) Adjustments of the bases of bonus rates shall be subject to mutual agreement between the employer and the bonus workers concerned, and if challenged they may be reviewed by the Secretary for Labour.

(d) If the Union claims that any employer has wrongly based a bonus rate on the time rate for juniors, it may submit such claim to the Secretary for Labour.

MIXED FUNCTIONS.

6. An employee engaged for more than half of one day, or shift on duties carrying a higher rate than his or her classification shall be paid the higher rate for such day or shift; if for less than half of one day or shift he or she shall be paid the higher rate for the time so worked.

WEEKLY HOURS.

7. The number of hours to constitute an ordinary week's work shall be 40.

OVERTIME.

8. (a) Overtime shall be paid for work performed before the usual starting time or after the usual finishing time of each shift at time and a half for the first three hours on any one day, Monday to Saturday inclusive, and double time thereafter:

Provided, however, that in mills or factories where the 40 hours are worked in five days, Monday to Friday inclusive, time worked on Saturday shall be paid for at time and a half for the first four hours and double time thereafter.

(b) The usual starting and/or finishing time in any factory or part thereof shall not be altered, except on seven days' notice to the appropriate shop steward as representative of the union.

(c) Employees required to work overtime for more than one hour without being notified the day immediately before that they will be required to work shall either be supplied with a meal by the employer or paid 2s. each. If the notice is given and overtime is not worked (except as a result of a breakdown in machinery or plant) the tea money prescribed herein shall be paid.

(d) Juniors under eighteen years of age for each period of overtime worked shall be paid 6d. up to two hours and 3d. for each additional hour or part of an hour in addition to their overtime earnings and any tea money to which they might be entitled.

Provided that the said sums of 6d. and 3d. shall not be payable to pieceworkers working overtime.

(e) Youths under eighteen years of age and females required to work overtime shall be paid overtime at the rate of time and a half to a maximum of three hours in any one day, Monday to Saturday inclusive, and ten hours in one week, and double time thereafter:

Provided that in mills or factories where the 40 hours are worked in five days, Monday to Friday inclusive, the maximum daily hours under this sub-clause for Saturday shall be not more than four.

(f) All females and males under the age of 16 years shall not work overtime for more than 200 hours in a calendar year:

Provided that further overtime shall be allowed when the Union cannot supply competent and suitable labour and the consent of the Union is first obtained. If the Union refuses to give such consent the matter shall be referred to the Secretary for Labour.

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

SHIFTS.

9. Shifts as hereunder set forth may be worked in the industry :—

(a) A day shift for males (except those provided for in sub-clause (c) hereof) shall be worked between the hours of 7 a.m. and 6 p.m. on Monday to Friday inclusive, and between the hours of 7 a.m. and 12 noon on Saturday.

(b) By mutual arrangement between an employer and his employees and with the concurrence of the Union, the hours of duty prescribed herein for night shift workers may be worked in four shifts without payment of overtime.

Under any such arrangement, all hours of duty beyond nine hours, even if they come within the starting and finishing times of a shift, shall be paid for at overtime rates.

(c) Subject to the provisions hereafter appearing, females shall be prohibited from working between the hours of 9 p.m. and 7 a.m.

Female employees and male juniors under seventeen years may be required to work between the hours of 6 a.m. and 9 p.m., subject to the following conditions :—

(1) One shilling per shift extra shall be paid for each short shift.

(2) An additional 6d. per shift shall be paid for each shift commencing before 7 a.m.

(3) Time and a half shall be paid for all time worked after noon on Saturday.

(4) No employee under the age of sixteen years shall be employed before 7 a.m.

(5) (i) No short shift of females under these provisions shall be substituted for any existing afternoon or night shift carried on by male labour.

(ii) Where two shifts of females are employed by virtue of these provisions, as well as a night shift of males, at least one shift of females shall be dispensed with, if and when it is desired to work only two shifts.

(6) Where junior male employees of seventeen years of age are required to work on an afternoon or night shift, they shall be paid the wage rate for a junior male of eighteen years.

(d) Employees engaged on shifts other than day shift shall be paid the sum of 15s. per week in addition to the ordinary rates payable to day workers, irrespective of whether such shift is regarded as intermediate, afternoon or night shift, whether permanent or rotating.

(e) Short shifts of male employees over sixteen years of age may be worked at the discretion of the employer. For work done on such shifts (other than work done between noon on Saturday and midnight on Sunday) payment shall be made at the rate of 15s. per week of 40 hours, in addition to the rates payable to dayshift workers.

(f) As far as practicable employees shall work shifts in rotation.

(g) Subject to the provisions of sub-clause (d) hereof for all work done by a shift worker on Saturday afternoon time and a half shall be paid until 5 p.m., and double time thereafter. All time worked by a shift worker between midnight on Sunday and 7 a.m. on Monday shall be paid for at the rate of time and a half for the first three hours and double time thereafter.

(h) An employee who is required to change from one shift to another without two days' notice of such change of shifts shall be paid 5s. extra as compensation for change.

(i) Shift workers may be required to work until the completion of their shifts on holidays without the payment of holiday rates, provided they are not required to work on the night shift commencing on a holiday.

Where a holiday prescribed by this Determination is observed on a Monday, shift workers may be given time off on the shift commencing on the Sunday night preceding a holiday, and in such event shall be required to work on the usual night shift commencing on the holiday, without additional pay.

Provided that where an employee works two complete shifts on a holiday both shifts shall be paid for as holiday shifts.

TERMS OF ENGAGEMENT.

10. (a) (i) Engagement in the industry shall be on an hourly basis, except that notice equivalent to 40 working hours shall be given on either side to terminate employment; such notice may be given at any time, and in lieu thereof one week's wages shall be paid or forfeited as the case may be.

(ii) Notwithstanding the provisions of paragraph (i) of this sub-clause an employer shall have the right to stand down employees at any time when no work is offering: Provided, however, that, subject to the continuance of existing practices in the weaving section of the industry, any day worker starting work shall be entitled to at least half a day's pay and any piece worker to half a day's work.

(iii) Notwithstanding anything elsewhere provided in this sub-clause an employer shall have the right to dismiss any employee without notice for malingering, inefficiency, neglect of duty or misconduct (in which case wages shall be paid up to the time of dismissal only); or to deduct payment for any time the employee cannot be usefully employed because of any strike by the Union or any other Union, or through any breakdown of machinery, or any stoppage of work, or any cause for which the employer cannot reasonably be held responsible.

Provided—

That any employee required to attend for work in accordance with this clause and does so attend shall be paid as for at least two hours' work at time rates; and

That payment shall be made at time rates to an employee who is kept on the employer's premises at the direction of the management in excess of two hours.

(iv) An employee to become entitled to payment under this Determination shall be ready, willing and available for work at the times and during the hours usually worked by him.

(b) Where an employer terminates the employment of an employee within two weeks prior to a day on which a holiday prescribed by this Determination occurs and such an employee is re-engaged within a period of two weeks after such holiday or holidays, the employee shall be paid for such holiday or holidays prescribed by this Determination provided that such employee has been employed by the employer for a period of at least two weeks prior to the termination of employment.

MEAL HOURS.

11. (a) A meal interval of not less than 45 minutes and not more than one hour shall be allowed each day, provided that, by mutual arrangement between the employees and the employer, a shorter meal time may be fixed, in which case it shall not be less than 30 minutes.

(b) Time and a half rates shall be paid to any employee required to work during his or her meal hour. No employee shall be compelled to work for more than five hours without a break for a meal. Provided, however, that where three shifts are worked and it is mutually arranged, there shall be no break for meals, but employees may take their meals in the employer's time as opportunity offers.

(c) An employee engaged in the maintenance of plant shall, when breakdowns occur, work meal hours at the ordinary rates herein prescribed whenever instructed so to do.

(d) Meal intervals having been fixed shall not be altered except on seven days' notice to the Union.

HOLIDAYS AND SUNDAY WORK.

12. (a) Subject to the limitations mentioned hereinafter the following days shall be regarded as public holidays under this Determination :—New Year's Day, Good Friday, Easter Saturday (in establishments working a six-day week), Australia Day, Easter Monday, Labour Day, King's Birthday, Anzac Day, Christmas Day, and Boxing Day, or any other day observed in lieu thereof, or observed by local custom and substituted for one of the days hereinbefore mentioned with the consent of the appropriate branch of the Union. Provided that, in the Metropolitan District of Melbourne, Melbourne Cup Day shall be substituted for King's Birthday.

(b) Employees shall be paid for any of such holidays as fall on an ordinary working day of their employer's establishment such payment to be to the full extent of the ordinary daily wage.

Provided that Christmas Day or Boxing Day, 1948, or New Year's Day, 1949, falling on a Saturday or Sunday, and not being observed on any other day, then an employee shall, notwithstanding that it is a non-working day, be paid for each such day on the following basis:—

- (i) in the case of weekly wage employees, an amount equivalent to one-fifth of the ordinary weekly wage paid to such employee;
- (ii) in the case of employees employed on piece or bonus work or any other system of payment by result, at time rates.

Provided that payment shall be subject to the provisions of sub-clause (d) of this clause and sub-clause (c) of clause 14.

(c) Pieceworkers shall be paid for such holidays even though not worked at the ordinary rates payable to employees on time work doing the same class of work.

(d) Where an employee is absent from his or her employment on the working day or part of the working day before or after a holiday without reasonable excuse, or without the employer's consent, the employee shall not be entitled to payment for such holiday.

(e) When an employee is absent through illness or other reasonable cause from his or her employment for a period exceeding fourteen days the employee shall not be entitled to payment for any holidays occurring during such period of absence:

Provided that where an employer consents to an employee having leave beyond the fourteen days abovementioned, payment shall be made for such holiday or holidays occurring in the period of absence.

(f) Production work in any factory is prohibited on Sundays unless in extraordinary circumstances and then only with the consent of the Secretary for Labour.

(g) All work done by time workers on the holidays prescribed in sub-clause (a) hereof and all work done by time workers on Sundays shall be paid for at the rate of ordinary time in addition to the ordinary rate; all such work done by pieceworkers shall be paid for at the ordinary rate payable to employees on time work doing the same class of work in addition to such piecework earnings.

(h) All employees engaged on repairs or renewals of the employer's plant or machinery necessary for the resumption of work the next following working day, or for maintaining the continuity of electric light and power (not including the installation of new machinery) shall, if worked on holidays and Sundays be paid at the rate of time and a half.

SICK LEAVE.

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

- (i) He shall not be entitled to paid leave of absence unless he has been in the service of the employer concerned for at least three months immediately prior to such absence.
- (ii) He shall not be entitled to paid leave of absence for any period in respect of which he is entitled to Workers' Compensation.
- (iii) 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.
- (iv) He shall prove to the satisfaction of the employer (or, in the event of dispute, to the Secretary for Labour) that he was unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed. For such purpose the employer may require an employee to make a statutory declaration verifying the cause of his absence.
- (v) He shall not be entitled in any year to leave in excess of 40 hours of working time, nor to payment in excess of 40 hours at ordinary rates, nor in the case of an employee working short shift, payment in excess of a week's wages for such shift.

(b) A piece worker entitled to paid leave of absence under this clause shall be paid at the time-work rate applicable to his classification.

(c) For the purpose of sub-clause (a) hereof an employer may arrange with the secretary of the local branch of the Union for the recognition of a specified date as the commencing date of each year; and when so arranged such date shall be binding for that purpose on the Union, that employer and all his employees. In the absence of any such arrangement, "year," for the purpose of sub-clause (a) hereof shall mean:—

- (i) In the case of an employee in the service of an employer on the 1st May, 1943, a year of service commencing on that date; except in a case where the employer has before that date allowed paid sick leave, when it shall mean the year of service then current.
- (ii) In other cases, a year of service in the employ of the employer concerned.

ANNUAL LEAVE.

Period of Leave.

14. (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 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 12 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 13 shall be accepted as a notification under this sub-clause.

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

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

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

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

Calculation of Service.

(f) Service before the date of operation of this Determination shall be taken into consideration for the purpose of calculating annual leave but an employee shall not be entitled to leave or payment in lieu thereof for any period in respect of which leave or a payment in lieu thereof has been allowed or made under the clause hereby varied. The annual leave shall be allowed at the rate of 6½ hours for each completed one month of continuous service. 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 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 12 of this Determination.

Payment for Period of Leave.

(k) Each employee before going on leave shall be paid two weeks' wages, except a seven-days shift worker who shall be paid the amount of wage he would have received in respect of the ordinary time which he would have worked had he not been on leave during the relevant 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 6½ hours at the same rate in respect of each completed month of continuous service after that date, the service in each case being service in respect of which leave has not been granted hereunder.

Annual Close Down.

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

- (i) He may by giving not less than one month's notice of his intention so to do stand off for the duration of the close down all employees in the plant or section or sections concerned, and allow to those who are not then qualified for two full weeks' leave paid leave on a proportionate basis of one-sixth of a week's leave for each completed month of continuous service.
- (ii) An employee who has then qualified for two full weeks' leave, and has also completed a further month or more of continuous service shall be allowed his leave, and shall subject to sub-clause (f) hereof also be paid one-sixth of a week's wages in respect of each completed month of continuous service performed since the close of his last twelve-monthly qualifying period.
- (iii) The next twelve-monthly qualifying period for each employee affected by such close down shall commence from the day on which the plant, or section or sections concerned is re-opened for work: Provided that all time during which an employee is stood off without pay for the purposes of this sub-clause shall be deemed to be time of service in the next twelve-monthly qualifying period.
- (iv) If in the first year of his service with an employer an employee is allowed proportionate annual leave under paragraph (i) hereof, and subsequently within such year lawfully leaves his employment or his employment is terminated by the employer through no fault of the employee, he shall be entitled to the benefit of sub-clause (l) of this clause subject to adjustment for any proportionate leave which he may have been allowed as aforesaid.

LIMITATIONS.

15. (a) Where practicable, each machine must be stopped when being cleaned, the cleaning to be done in his or her working hours by the employee whose duty it is to do so.

(b) No female shall be required to lift or carry any article or goods weighing more than 30 lb. without one assistant for every 30 lb. weight.

(c) The occupations in which females are employed at the time of the making of this Determination shall not be extended in any factory without the consent of the Secretary for Labour.

(d) No female shall be required to use an iron weighing more than 8½ lb.

(e) No female shall be employed operating a manual screw press other than those now employed, and the rates now paid to females for such work shall be continued. In factories in which other forms of presswork are done exclusively by males, no females shall do such work until the Secretary for Labour certifies that the conditions are suitable for the introduction of female labour.

(f) One male operator receiving not less than the adult male operator's rate shall be employed on full-fashioned multiple head machines of eighteen heads or more and (after 30th June, 1949) on full-fashioned machines with one or more heads but less than eighteen heads one male operator receiving not less than the adult male operator's rate for each eighteen heads or fraction thereof.

(g) No male employee under 18 years of age shall be permitted to operate the rotary hydros in the finishing department.

GENERAL.

16. (a) *Hot Water.*—Employees shall be provided with hot water free of charge.
- (b) *Seats for Female Employees.*—When requested by employees, and where practicable, suitable seats shall be provided by the employer for female employees in positions handy to their work.
- (c) *Rest Room.*—In factories where ten or more female employees are employed, a properly ventilated rest room shall be provided by the employer for the use of such female employees. It shall contain a suitable couch, two easy chairs, and a rubber hot water bag. Any dispute under this sub-clause shall be referred to the Secretary for Labour.
- (d) *Dining Room.*—Where reasonable and practicable proper dining room accommodation shall be provided by the employer for the use of employees. Any dispute under this sub-clause shall be referred to the Secretary for Labour.
- (e) *First Aid Chest.*—In each mill or establishment the employer shall provide a properly equipped first aid chest at a place or places reasonably accessible to all employees. Such chest shall comply, as to its contents, with the requirements of the Factories and Shops Acts.
- (f) *Clothing.*—When requested by the Union representative, the employer shall provide employees working in the dye house, bleach house and yarn dyeing departments with suitable protective clothing, such as gloves and top boots or clogs, and (when working with acids) aprons. Employees shall take reasonable care of clothing so provided.
- (g) *Tools of Trade.*—All materials and appliances required for the cleaning of machinery shall be supplied by the employer free of charge.
- (h) *Changing Accommodation.*—Separate dressing accommodation shall be provided by the employer for male and female employees.
- (i) *Tea Break.*—Female employees shall be allowed a period of not less than ten minutes for rest and refreshments during each day or shift, to be taken at times to be mutually arranged; reasonable facilities shall be provided by the employer for female employees to have refreshments during such interval, if they so desire—provided:—
- (i) that such period shall not be allowed within one hour of commencing or finishing work for the day, or for a meal break; and
 - (ii) this sub-clause shall not apply to employees working a short shift who are allowed crib time without deduction of pay; and
 - (iii) that employees shall conform to such arrangements as the employer may make to ensure the continuity of machine operations.
- (j) *Floor Coverings.*—Where practicable suitable floor coverings shall be placed before machines, and no employee shall be called upon to stand on a bare concrete, or brick or stone floor when operating or attending to a machine. Any dispute under this sub-clause shall be referred to the Secretary for Labour.
- (k) *Guarding Machinery.*—Nothing in this Determination shall be deemed to override or limit any State law relating to the safe guarding of machinery for the protection of employees from accident.
- (l) *Lighting Facilities.*—Adequate lighting facilities shall be provided in all factories.
- (m) *Drinking Water.*—Clean and wholesome drinking water shall be provided in places easily accessible to all employees.

PAYMENT OF WAGES.

17. Wages shall be paid weekly not later than Friday.
- Wages shall be paid during working hours; shift workers finishing work on Friday mornings shall be paid their wages before ceasing work; any employee kept waiting for his or her wages, beyond the ordinary working hours, shall be paid at overtime rates for such waiting time.
- Where the services of an employee are dispensed with, wages shall be paid to him on the day of dismissal or forwarded to him by post on the day following.
- Not more than two days' pay of each employee shall be kept in hand by an employer.

NOTICE BOARD.

18. The employer shall permit a notice board to be erected in a prominent position in his establishment upon which representatives of the Union shall be allowed to post notices in connexion with union meetings or other legitimate business of the Union, provided such notices are not objected to by the management. In the event of a conflict of opinion as to whether a notice is objectionable, the matter shall be referred to the Secretary for Labour.

POSTING OF DETERMINATION.

19. A copy of this Determination shall be posted by each employer in a prominent and accessible place in his establishment.

SHOP STEWARDS.

20. Shop stewards to the number of one in each department shall be recognized by the employer, and not more than three of such shop stewards shall be allowed time off during working hours to interview the employer if there is any legitimate complaint.

RIGHT OF ENTRY.

21. The secretary or branch secretary of the Union, or any person authorized by the Union, shall have the right to enter any factory or workshop for the purpose of interviewing and conversing with employees during the lunch hour or non-working time. If any official so authorized makes himself objectionable during any such visit his right to visit may be determined by the employer affected. The official shall have the right to bring such refusal before the Secretary for Labour.

UNION CONFERENCE DELEGATES.

22. Delegates of the Union not exceeding two from each factory shall be granted leave without pay to attend Union conferences provided that reasonable notice has been given to the employer and that such absence will not unduly interfere with the business of the employer.

CERTIFICATE OF SERVICE.

23. An employee, if he or she asks for it, shall be entitled on termination of service, to a certificate of length of service with an employer and the nature of the work he or she was employed upon.

TIME AND WAGES BOOK.

24. (a) An employer shall keep a time and wages book or record in English showing the name of each employee, the age and/or experience of each employee paid as a junior under clause 2 hereof, the occupation of each employee, the hours worked each day or each week, and the wages and/or allowances paid each week.
- (b) (i) When any junior employee is engaged the employer shall obtain and file in his records a Certificate or Declaration as to the age and experience of such junior employee, which shall be open for inspection, as provided herein.
- (ii) Any employee giving misleading or false information as to his or her experience and/or age shall be liable to penalties or breach of the Determination.
- (c) The time occupied by an employee in filling in time books or in the making of records shall be treated as time of duty, but this does not apply to checking in or out at the beginning or end of duty.
- (d) The time and wages book or record shall be open for inspection to a duly accredited official of the Union during the usual office hours at the employer's office or other convenient place, provided that no inspection shall be demanded unless the secretary of the Union, or the branch secretary or organizer of any division, suspects that a breach of this Determination is being, or has been, committed. Provided also that only one demand for such inspection shall be made in any one fortnight at the same establishment.

OUTSIDE WORKERS.

25. (a) No work of any description or class covered by this Determination shall be done or performed outside the employer's factory or workshop, except by a person who holds an outside worker's licence issued by the Secretary for Labour: Provided that no such outside worker shall employ any other person or persons whatsoever, save and except members of such worker's own family.

- (b) An employer shall not have more than one outside worker for every twenty inside workers or fraction thereof.
- (c) An outside worker shall be deemed to be a person who works by himself or herself, except as provided in sub-clause (a), and is not employed in a workshop or factory.
- (d) The outside worker shall not work during any part of the day inside a workshop or factory.
- (e) Outside workers shall be paid at the rates provided in this Determination.
- (f) Outside workers shall be provided free of charge with all yarn and/or other materials used in connexion with their work.

(g) Where an employer delivers and/or collects the work of such outside workers the outside workers shall not be charged for such delivery and/or collection.

(h) Every employer who has work done elsewhere than in his factory or workshop shall complete, each calendar month, in respect of each outside worker in his employ, a return in the form prescribed by Schedule "A" to this Determination. Such return shall be lodged with the Secretary for Labour within seven days after the end of the calendar month to which it refers.

Every outside worker shall complete, each calendar month, in respect of the work done by him or her, a return in the form prescribed by Schedule "B" to this Determination. Such return shall be lodged with the Secretary for Labour within seven days after the end of the calendar month to which it refers.

(i) No employer shall, except as provided in this clause, require or order or cause to be performed or contract for the performance of work of any class covered by or referred to in this Determination (including the work of preparing any material for manufacture or materials so prepared)—

- (1) In any place other than his usual workshop or factory; and/or
- (2) By any person or persons other than his employees usually employed at such workshop or factory.

(j) Nothing herein contained shall affect the right of the employer covered by this Determination to contract, sub-contract, let, or sub-let to any person employing not less than four persons (exclusive of members of his or her own family) who conducts a workshop or factory, and is affected by this Determination.

LIMITATION OF EMPLOYER'S LIABILITY.

26. Where an employer has made a payment to an employee, which payment purports to be a payment of the wages payable under this Determination to the employee for any period such employee shall not recover from his employer any further sums prescribed by this Determination in respect of any services rendered to such employer during such period, unless within a period of three calendar months after the last day of such period a demand in writing of such further sum claimed has been given to the employer by the employee.

DEFINITIONS.

27. (a) A "leading hand" is an employee who, under the direction of the management, supervises the work of a shift or gang of other employees, not exceeding seven in number.

(b) "Union" means the Victorian branch of the Australian Textile Workers' Union.

(c) "Machine operator and/or attendant" means an employee who in the course of his duty is called upon to operate a machine and does not include an employee whose sole duty is carrying material to and from a machine.

(d) "Continuous process" means the working of three shifts per day between midnight on Sunday and noon on the following Saturday.

(e) "Experience" for the purpose of calculating rates under clause 2 of this Determination shall include all experience in the classification concerned, whether as a junior or an adult.

(f) A "Cutter" shall be a person who cuts material by hand or machine from patterns marked on such material.

PERIODICAL ADJUSTMENT OF WAGES.

28. (a) *Adult Males.*—The wages rates for adult males set out in clause 2 are based upon the following basic wage rates and, pursuant to the provisions of section 21 of the *Factories and Shops Act 1934*, the Board determines that such rates shall be automatically adjusted as prescribed by clause 29.

Place.	Needs Basic Wage (Adjustable).	Constant Loading.	Total Basic Wage.	Index Number Set Assigned.						
	£ s. d.	s. d.	£ s. d.							
Throughout the State	5 15 0	5 0	6 0 0	<table style="display: inline-table; vertical-align: middle;"> <tr> <td>Sydney ..</td> <td rowspan="5">} Weighted average.</td> </tr> <tr> <td>Melbourne ..</td> </tr> <tr> <td>Adelaide ..</td> </tr> <tr> <td>Perth ..</td> </tr> <tr> <td>Hobart ..</td> </tr> </table>	Sydney ..	} Weighted average.	Melbourne ..	Adelaide ..	Perth ..	Hobart ..
Sydney ..	} Weighted average.									
Melbourne ..										
Adelaide ..										
Perth ..										
Hobart ..										

(b) *Adult Females.*—The minimum wage for adult females shall be 75 per centum of the total basic wage for males and the margin for "Adult males not elsewhere specified" calculations to be made to the nearest 6d., any exact 3d. in the result to be reckoned as 6d.

(c) *Margins, Adult Males.*—To adult males of the undermentioned classes there shall be paid the total basic wage referred to in clause 28 (a) hereof, with the addition of the marginal additions set opposite such classes respectively.

<i>Adult Males.</i>		Margin.
		£ s. d.
Mechanics on full-fashioned machines .. .. .	.. .. .	1 15 0
Mechanics on all other machines .. .. .	.. .. .	1 8 0
Operators of single unit full-fashioned machines .. .. .	.. .. .	1 15 0
Operators of other full-fashioned machines—leggers and footers—		
First year .. .. .	.. .. .	1 8 0
Thereafter .. .. .	.. .. .	1 15 0
Pliers .. .. .	.. .. .	1 8 0
Weit turners and/or assistant operators on full-fashioned machines .. .. .	.. .. .	0 18 0
Board and press hands .. .. .	.. .. .	0 17 0
Electric machine cutters .. .. .	.. .. .	1 2 0
Hand cutters .. .. .	.. .. .	0 19 0
Warpers .. .. .	.. .. .	0 17 0
Hand knitters on flat machines .. .. .	.. .. .	0 18 0
Flat warp and circular machine operators .. .. .	.. .. .	0 17 0
Millmen, scourers, bleachers and shrinkers .. .. .	.. .. .	0 15 0
Leading hand employed on dye machines or vats .. .. .	.. .. .	1 0 0
All other employees in dye house operating and/or attending machines .. .. .	.. .. .	0 15 0
All other machine operators and/or attendants .. .. .	.. .. .	0 15 0
Warehouseman .. .. .	.. .. .	0 12 0
Oilers and cleaners .. .. .	.. .. .	0 12 0
Toppers .. .. .	.. .. .	0 12 0
Recorders .. .. .	.. .. .	0 12 0
Other dye or bleach house employees .. .. .	.. .. .	0 6 0
Adult males not elsewhere specified .. .. .	.. .. .	0 3 0

ADULT FEMALES.

In addition to the rate prescribed for adult females by sub-clause (b) of this clause, adult female employees of the classifications mentioned herein shall be paid the marginal wage set out opposite each such classification :—

	Margin.		
	1st Three Months' Experience.	2nd Three Months' Experience.	Thereafter.
	s. d.	s. d.	s. d.
Electric machine cutters	Nil.	10 0	22 0
Hand cutters	Nil.	8 0	19 0
Trimmers	Nil.	3 0	6 0
Hand knitters on flat machines	Nil.	3 0	8 0
Linkers	Nil.	3 0	8 0
Clockers	Nil.	3 0	8 0
Menders on full fashioned hose	Nil.	3 0	8 0
All other menders	Nil.	3 0	6 0
Seamers on full fashioned hose	Nil.	3 0	8 0
Employees using Paramount or similar shapes	Nil.	3 0	8 0
Seamers	Nil.	3 0	8 0
Welters	Nil.	3 0	8 0
Warpers	Nil.	4 0	8 0
Operators of steam pressing machines, namely, females employed on a steam pressing machine	5 0	10 0	17 0
Overlockers	Nil.	3 0	8 0
Toppers	Nil.	3 0	8 0
Flat lockers	Nil.	3 0	8 0
Interlockers	Nil.	3 0	8 0
Recorders	Nil.	3 0	6 0
All other machine operators and/or attendants	Nil.	3 0	6 0
Pressers or ironers, namely, females employed on any class of pressing or ironing with a hand iron not exceeding 8 lb. in weight	4 0	8 0	8 0
Examiners, folders, graders, pairers, sorters, parcellers, boxers, finishers, and Warehousewomen	Nil.	3 0	6 0
All other adult females not elsewhere specified	Nil.	Nil.	Nil.

(d) Junior Rates.—The minimum rates to be paid to junior employees shall be as follows :—

(i) Junior Males—

Age.	Percentage of Needs Basic Wage.	Constant Loading. Per Week.
Under 16 years of age	35	s. d. 0 6
16 years of age	40½	0 9
16½ years of age	44	0 9
17 years of age	48½	1 0
17½ years of age	53	1 0
18 years of age	63	1 0
18½ years of age	70	1 0
19 years of age	75	2 0
19½ years of age	85	2 0
20 years of age	90	2 0
20½ years of age	95	2 0

(ii) Junior Females—

Age.	Percentage of Needs Basic Wage.
Under 16 years of age	35½
At 16 years of age	40
At 16½ years of age	43½
At 17 years of age	48½
At 17½ years of age	53
At 18 years of age	57
At 18½ years of age	61½
At 19 years of age	66½
At 19½ years of age	69½
At 20 years of age	73½
At 20½ years of age	78½

(iii) The total wage to be calculated to the nearest 6d., any exact 3d. in the result to be reckoned as 6d.

ADJUSTMENT OF BASIC WAGE.

29 (i) (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 28.

(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.

(ii) Adjustment of Wages of Adult Females.—(a) For work done by adult female employees until the beginning of the first pay period to commence in February, 1949, the amounts of wage rates prescribed for them by clause 2 hereof shall be paid.

(b) Thereafter the amounts of wage rates prescribed for them by clause 2 hereof shall be increased or decreased (as the case may be) whenever and wherever there is any alteration in the total basic wage for adult males calculated in accordance with clause 29 hereof.

SCHEDULE "A"—See clause 25 (A).
EMPLOYER'S RETURN IN RESPECT OF OUTSIDE WORKER.

Return for the month of _____

Name of employer _____

Address _____

—	Type of Garment.	Weight.	Gauge of Machine.	Quantity.	Price.		
					Knitting.	Finishing.	Total.
Knitted Fabrics ..				Dozen.	£ s. d.	£ s. d.	£ s. d.
Garments							
Hose							
Half Hose							

Weight and description of raw material supplied _____

By whom made .. { Name _____
 Address _____

Signature of employer _____

NOTE.—Supplies of this form may be obtained from the Secretary for Labour, Spring-street, Melbourne.
 To be lodged within seven days after the end of each calendar month.

SCHEDULE "B"—See clause 25 (A).
OUTSIDE WORKER'S RETURN.

For month of _____

Name of outside worker _____

Address _____

—	Type of Garment.	Weight.	Gauge of Machine.	Quantity.	Price.		
					Knitting.	Finishing.	Total.
Knitted Fabrics ..				Dozen.	£ s. d.	£ s. d.	£ s. d.
Garments							
Hose							
Half Hose							

Weight and description of raw material supplied _____

For whom made .. { Name _____
 Address _____

Signature of outside worker _____

NOTE.—Supplies of this form may be obtained from the Secretary for Labour, Spring-street, Melbourne.
 To be lodged within seven days after the end of each calendar month.

P. A. RANGLES, J.P., Chairman.
 J. V. WILLOX, Secretary.

Melbourne, 16th December, 1948.

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No. 63]

TUESDAY, FEBRUARY 1.

[1949

Factories and Shops Acts.

DETERMINATION OF THE RUBBER TRADE BOARD.

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

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

- (1) employed in or in connexion with the trade of—
 - (a) a maker of all kinds of rubber goods;
 - (b) a reclaimer of rubber; and
 - (c) a maker of solution;
- (2) employed in the repairing of all kinds of rubber goods;
- (3) employed preparing or manufacturing articles of xylonite or celluloid—

has made the following Determination, namely:—

1. That, on the 20th December, 1948, the last previous Determination of this Board shall be revoked and replaced by this Determination.

2.

APPRENTICES OR IMPROVERS.

	Wages per Week of 40 Hours.		
	Males.	Females.	
Under 16 years of age	<i>s. d.</i> 39 0	<i>s. d.</i> 33 0	Except in the fancy goods section no female shall be employed until she attains the age of fifteen years
16 years of age	51 0	39 0	
17 " "	63 0	45 0	
18 " "	81 0	57 0	
19 " "	93 0	63 0	
20 " "	105 0	69 0	
And thereafter the minimum wage.			

Proportion.

MALE APPRENTICES.

One male apprentice to every three or fraction of three adult male workers receiving not less than 133s. per week of 40 hours.

No. 63.—13101/48.—PRICE 6D.

MALE IMPROVERS.

Such numbers of improvers as shall not together with apprentices exceed, in the aggregate, one to every three or fraction of three adult male workers receiving not less than 133s. per week of 40 hours.

FEMALE APPRENTICES.

Fancy Goods Section.

Three female apprentices to every adult female worker receiving not less than 95s. per week of 40 hours.

All Other Sections.

One female apprentice to each adult female worker receiving not less than 95s. per week of 40 hours.

FEMALE IMPROVERS.

Fancy Goods Section.

Such number of improvers as shall not together with apprentices exceed in the aggregate three to each adult female worker receiving not less than 95s. per week of 40 hours.

All Other Sections.

Such number of improvers as shall not together with apprentices exceed, in the aggregate, one to each adult female worker receiving not less than 95s. per week of 40 hours.

(a) Except in the fancy goods section of the industry, the number of adult females or adult males respectively employed at any given time shall be deemed to be the weekly average number employed (exclusive of any female employees employed in the fancy goods section of the industry) during the immediately preceding period of twelve calendar months. For the purpose of ascertaining the proportion of improvers to male or female adults, there shall be a weekly count, and any union official making an inspection of the books to ascertain such proportion shall take the weekly average number of such male or female adults as the case may be, and the average number of male or female improvers employed during the week in which the inspection is made.

(b) Notwithstanding anything hereinbefore contained, junior workers receiving the adult wage prescribed for the class of work being performed by them, shall be counted as adult workers in calculating the proportion of juniors, but, in calculating such wage, bonuses shall not be considered as part of the wage.

3.

ADULT MALES (OTHER THAN CABLE MAKING).

	Wages per Week of 40 Hours.
	£ s. d.
1. Employee engaged on any operation other than those set out hereunder	6 13 0
2. Sifter and/or drier of compounding ingredients	6 15 0
3. Operator in charge of drying machine	6 17 0
4. Weigher and/or assembler of compounds for mixing, calendering, &c.	7 0 0
5. Storeman and packer as defined herein not working in raw materials store	6 17 0
5A. Storeman and packer as defined herein working in raw materials store	6 19 0
6. Wrapper of goods made by wrapped process	6 15 0
7. Operator in charge of lead-covered hose stripping machine	6 17 0
8. Operator in charge of hose-making machine (wrapped process)	6 19 0
9. Helper on hose-making machine (wrapped process)	6 17 0
10. Lead-covering machine helper	6 17 0
11. Operator in charge of lead-covering machine (hose)	7 3 6
11A. Maker of vacuum-cleaner hose	6 19 0
12. Maker of wrapped hose by hand-made process	7 6 0
13. Dough mixer working on mill and/or enclosed mixer for solution or cement	6 17 0
14. Operator on washing mill and/or grinding waste	6 17 0
15. Operator on warming and/or masticating mill and/or reclaim refining mill	6 19 0
16. Operator on cracker mill	6 17 0
17. Operator on mixing mill	7 6 0
18. Reclaimer or employee engaged on acid tank	6 17 0
19. Employee on digester machine	6 19 0
20. Spreader in charge of machine (not otherwise classified)	7 0 0
21. Spreader of waterproof piece-goods for making garments and/or spreader of rugs and/or printers blankets and/or bed sheeting	7 6 0
22. Employee engaged on doubling and/or chalking and/or polishing and/or embossing	6 16 0
22A. Operator employed on impregnating machine and/or pre-dipping machine	6 17 0
23. Operator engaged on motor, motor cycle, bicycle tube, and/or bicycle tyre making and/or joining (not otherwise classified)	6 17 0
24. Operator engaged on motor, motor cycle, and/or bicycle tube joint curing	6 19 0
25. Operator building pneumatic tyre on flat and/or crown drum and/or on flat top core (excluding bicycle tyre and/or tractor or earth grader tyre 24 inch diameter and over and/or aeroplane tyres 14 inch diameter and over)	7 1 0
25A. Operator building tractor or earth grader tyre 24 inch diameter and over or aeroplane tyre 14 inch diameter and over on flat and/or crown drum and/or flat top core	7 3 6
26. Operator building pneumatic tyre on core (excluding flat top core and/or bicycle tyre and/or tractor or earth grader tyre 24 inch diameter and over and/or aeroplane tyre 14 inch diameter and over)	7 3 6
26A. Operator building tractor or earth grader tyre 24 inch diameter and over or aeroplane tyre 14 inch diameter and over on core	7 6 0
27. Inspector and/or examiner and/or tyre tester	6 19 0
28. Tester with water	6 13 0
28A. Operator employed on hand-skiving machine used in tyre construction	6 15 0
28B. Operator making endless bands or packets for motor, motor cycle, tractor, earth grader, or aeroplane tyres	6 15 0
29. Weaver in charge of braiding machine and/or circular and/or flat loom and/or knitting machine and/or operator in charge of creels and/or other similar machines and/or winding wire	6 19 0
30. Operator in charge of cotton creels	6 19 0
31. Cutter of treads and/or assembler of motor, motor cycle, and/or bicycle treads by machine	6 17 0
32. Maker of packing	6 19 0
33. Operator on mat-cutting guillotine, mat-punching process, mat-buffing, and/or sanding machine	6 19 0
34. Designer and/or maker of inlaid mats and/or inlaid floor matting (including punched mats)— First year	6 17 0
Second and third year	7 3 6
Thereafter	7 8 0
35. Operator employed fitting solid tyre to wheel (motor vehicle or otherwise)	7 1 0
36. Operator employed fitting pneumatic tyre to rim and/or wheel	6 17 0
37. Operator on clicking press and/or sole-cutting machine and/or mechanically-operated punching press	6 19 0
37A. Operator lasting up leather shoes	6 15 0
38. Operator on lathe and/or other power-driven cutting machine engaged in cutting off rings, washers, and/or strips and/or buffing cylindrical rollers up to 3 feet in length	6 19 0

ADULT MALES (OTHER THAN CABLE MAKING)—continued.

	Wages per Week of 40 Hours.
39. Operator employed on mechanical lathe fashioning hand-made mechanical and/or surgical goods (including buffing cylindrical rollers over 3 feet in length)	£ 7 3 6
40. Operator on lathe engaged fashioning biased bowls	7 3 6
41. Operator dipping balloons and/or other dipped goods	6 19 0
42. Operator of rubber-thread cutting lathe	7 1 0
43. Operator in charge of self-contained mould and/or heaterman in charge of curing pan and/or dry heater ..	6 19 0
44. Helper on self-contained mould and/or curing pan and/or dry heater	6 13 0
45. Operator in charge of vulcanizing press, more than 4 feet in length (including the bonding of rubber to metal in the vulcanizing press)	7 3 6
46. Operator in charge of vulcanizing press, not more than 4 feet in length (including the bonding of rubber to metal in the vulcanizing press)	7 1 0
47. Helper on vulcanizing press, more than 4 feet in length (including the bonding of rubber to metal in the vulcanizing press)	6 19 0
48. Operator in charge of person engaged in the moulding of and/or on any operation directly connected with the moulding of motor and/or motor cycle tyres	7 6 0
49. Operator engaged in the moulding of and/or on any operation directly connected with the moulding of motor and/or motor cycle tyres and/or air bags	7 3 6
50. Operator in charge of person engaged in making and/or moulding solid motor tyres	7 3 6
51. Operator engaged in making and/or moulding solid motor tyres	6 17 0
51A. Operator racking green motor tyres	6 15 0
52. Operator engaged in moulding articles other than motor and/or motor cycle tyres and/or tubes and/or air bags	6 19 0
53. Moulder in charge other than moulder engaged on motor and/or motor cycle and/or solid tyre moulding ..	7 1 0
54. Operator in charge hand-making transmission conveyor and/or elevator belting	7 3 6
55. Operator engaged hand-making transmission conveyor and/or elevator belting	7 0 0
56. Operator engaged on belt-making machine	6 17 0
57. Operator laying mats, tiles, or rubber flooring	7 6 0
58. Repairer of used motor and/or motor cycle tyre and/or tube and/or air bags	7 6 0
59. Repairer of blemishes on new motor and/or motor cycle and/or bicycle tyre and/or tubes	6 19 0
60. Operator re-treading new tyres	6 17 0
61. Maker of air bags with extruded material	6 19 0
62. Maker of air bags (not otherwise classified)	7 6 0
62A. Operator buffing air bags	6 16 0
62B. Operator of machine de-treading and/or pulling sleeves or patches on new or used tyres	6 15 0
63. Operator in charge of forcing machine (including operator in charge of bead extruder and creel bead making machine)	7 1 0
64. Operator in charge of forcing machine straining rubber	6 17 0
65. Operator in charge of textile cutting machine	6 19 0
66. Operator of electric cutting machine (other than cutter in the waterproof) or operator cutting textile by hand	6 17 0
67. Operator engaged in the individual making of surgical mechanical (including the bonding of rubber to metal excepting as provided in items 45, 46, and 47 hereof) fuel tanks and/or sporting goods who designs, lays out, cuts to shape, and/or builds up and is responsible for making complete article up to but not including the sandpapering or curing or turning of the article	7 8 0
68. Operator engaged in the making of general surgical mechanical (including the bonding of rubber to metal excepting as provided in items 45, 46, and 47 hereof) fuel tanks or sporting goods, including mandrel and/or drum-built belts	6 19 0
69. First assistant on calender 48 inches and over	7 3 6
70. First assistant on calender under 48 inches	6 17 0
71. Operator in charge of calender 72 inches and under	7 15 0
72. Operator in charge of calender over 72 inches	8 0 0
73. Table hand and/or machinist employed on sewing machines engaged in the manufacture of waterproof articles (other than articles of waterproof clothing)	7 4 0
74. Operator engaged in the process of sponge rubber made from latex or similar composition on the following class or classes of work:—mixing, frothing, pouring, stripping, trimming, inserter hydro, cleaning, or tying, table hand	6 19 0
75. Storeman in charge of moulds	6 15 0
76. Operator engaged in mould burning	6 15 0
77. Operator engaged on sand-blasting— (a) who operates from outside a properly-enclosed cabinet	6 17 0
(b) other	6 19 0
78. Operator joining and/or repairing fabric liners	6 15 0
79. Operator cutting raw rubber by machine or press	6 15 0
80. Operator of trans-stacker or swifter-lifter or other similar machines	6 19 0
ADULT MALES (CABLE MAKING).	
81. Operator engaged in any operation other than those for which a margin is fixed hereunder	6 13 0
82. Operator on mixing mill	7 6 0
83. Operator on warming and/or masticating mill and/or reclaim refining mill	6 19 0
84. Heaterman in charge of curing pan and/or dry heater	6 19 0
85. Operator in charge of forcing machine	7 1 0
86. First assistant on calender 48 inches and over	7 3 6
87. First assistant on calender under 48 inches	6 17 0
88. Operator in charge of calender 72 inches and under	7 15 0
89. Operator in charge of calender over 72 inches	8 0 0
90. Fine wire-drawing machine operator	6 19 0
91. Medium wire-drawing machine operator	6 19 0
92. Wire-drawing (tandem) machine operator	6 19 0
93. Annealing furnace operator	6 19 0
94. Pickling plant operator	6 17 0
95. Wire-winding machine operator	6 17 0
96. Fine wire-tinning machine operator	6 17 0
97. Medium wire-tinning machine operator	6 19 0
98. Assisting tinning-machine operator	6 17 0
99. Bunching machine operator	6 17 0
100. Stranding and/or armouring machine operator	6 19 0
101. Operator of cable-winding machine and/or rewinding machine and/or rubber rewinding machine for cables ..	6 17 0
102. Lapping machine operator	6 19 0
103. Longitudinal machine operator	6 19 0

ADULT MALES (CABLE MAKING)—*continued.*

	Wages per Week of 40 Hours.
	£ s. d.
104. Longitudinal machine assistant	6 17 0
105. Metal-braiding machine and/or horn gear braiding machine and/or braiding machine operator ..	6 17 0
106. Laying up machine operator	6 19 0
107. Laying up machine assistant	6 17 0
108. Repairer of cables	6 19 0
109. Spark testing machine operator	6 19 0
110. Tank test attendant	6 17 0
111. Operator employed jointing cables	6 19 0
112. Operator on waxing and/or compounding and/or impregnating machine	6 19 0
113. Helper on waxing and/or compounding and/or impregnating machine	6 17 0
114. Lacquering machine operator	6 19 0
115. Lacquering machine helper	6 17 0
116. Lead press operator for cables	7 3 6
117. Lead press assistant for cables	6 17 0
118. Lead stripping machine operator for cables	6 17 0
119. Marking machine operator	6 19 0
120. Rubber slitting machine operator	6 19 0
121. Rubber slitting machine helper	6 17 0
122. Taping and/or de-taping machine operator	6 17 0
123. Inspector and/or examiner of cables	6 19 0

ADULT FEMALES.

	Wages per Week of 40 Hours.
	£ s. d.
All adult females	4 15 0

SPECIAL RATES.

4. (a) Any female or junior (male or female) employed in any way in the making, finishing, or packing of preventatives, pessaries, or sheaths, shall receive the male basic wage provided herein, and in addition thereto shall receive the margin provided for a male operator engaged in the individual making of surgical goods.

(b) Any employee engaged in the process of acid curing, cold curing, or vapour curing (as defined in clause 25 hereof) shall be paid at the rate of 4s. per hour.

(c) Storemen and packers handling carbon black in a bulk store, employees handling carbon black elsewhere before processing, and employees engaged in processing free carbon black shall be paid the sum of 3s. per day in addition to the rate herein fixed for the class of work performed.

(d) Employees engaged in slicking and/or spraying motor and/or motor cycle tyres or actually working on acid vats in reclaiming shall be paid 1s. per day in addition to the rate herein fixed for the class of work performed.

(e) Employees using a spray gun for the purpose of spraying motor and/or motor cycle and/or bicycle tyres and/or finished mats shall be paid the sum of 1s. per day in addition to the rates herein prescribed for the class of work performed. Such payment shall include any payment made under sub-clause (d) hereof.

SHIFT RATES.

5. (a) Male employees engaged on continuous work shifts shall be paid an additional 2s. 6d. per shift on afternoon and night shift. Instead of paying the said sum of 2s. 6d. for each afternoon or night shift, the employer at his option may pay the sum of 1s. 8d. for each continuous work shift.

(b) Male employees, not engaged on continuous work shifts, working on night shift as defined in clause 6 of this Determination shall be paid an additional 2s. 6d. per shift.

(c) Females employed on continuous or rotating shifts shall be paid the following shift allowances:—

<i>Continuous Shifts—</i>		
Morning shift .. .. .	.. .. .	2 0
Afternoon shift .. .. .	.. .. .	3 0
Night shift .. .. .	.. .. .	4 0
<i>Rotating Shifts—</i>		
Afternoon shift .. .. .	.. .. .	3 0
Night shift .. .. .	.. .. .	4 0

(d) Employees working shifts shall for work performed between midnight on Friday and the ordinary ceasing time on Saturday, be paid at the minimum rate of time and a quarter.

(e) An employee (not having requested his employer to so work) 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 time off night shift in each three-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. The request referred to herein shall be in writing and shall specify the period the employee desires to remain on night shift and during such period the employee shall be entitled only to the payments specified in sub-clauses (a), (b), (c), or (d) hereof.

DEFINITIONS.

6. "Storeman and packer" means a male employee employed handling raw materials before manufacture or a male employee handling manufactured products in the factory immediately they are manufactured and before such manufactured products are delivered to a store or warehouse or such part of a factory as is used for that purpose. "Adult" as used in this Determination, shall include junior workers receiving the adult wage under sub-clause 2(b) hereof.

"Night shift" means any shift worked wholly or partially between the hours of 8 p.m. and 6 a.m., but shall not include any shift worked on continuous work shift.

"Union" in this Determination, shall mean The Federated Rubber Workers' Union of Australia.

HOURS OF DUTY.

7. (a) The ordinary hours of duty for employees not engaged on continuous work shifts shall not, without payment for overtime at the rates and subject to the conditions hereinafter appearing exceed 8 in any one day and 40 in any week, to be worked between the hours of 6 a.m. Monday and 7.30 a.m. Saturday.

(b) The ordinary hours of duty of employees on continuous work shifts shall not without payment for overtime at the rates and subject to the conditions hereinafter appearing exceed 8 in any one day or 40 in any one week.

Employees on continuous work shifts shall work five shifts per week between the hours of 6 a.m. on Monday and 7.15 a.m. on Saturday; provided, however, that these times may be varied by agreement between the parties to suit the peculiar circumstances of any particular factory or may be altered for the same purpose by the Wages Board. A meal break not exceeding 20 minutes shall be granted with pay on each shift and shall be arranged by the employer at a convenient time as near as practicable to the middle of the shift. Continuous work shifts shall be worked in rotation. Provided that this sub-clause shall not apply to three-shift workers where the starting and/or finishing times of one or more of the shifts overlap.

(c) The hours of duty of any night shift worker shall be consecutive with breaks for meals.

(d) No male junior worker, under the age of eighteen years, shall work between the hours of 10.30 p.m. and 6 a.m.

(e) The starting or finishing time of any employee must be the same for at least one week unless overtime is paid; provided that the starting or finishing times may be changed in the case of sickness or accident or breakdown of plant or equipment, or in the case of an employee replacing another who does not turn up for work at his usual starting time.

(f) Females may be employed on continuous or rotating shift operations.

For the purpose of this sub-clause "afternoon shift" shall mean any shift worked wholly or partly between 8 p.m. and 11 p.m. "Night shift" shall mean any shift worked wholly or partly between 11 p.m. and 6 a.m.

OVERTIME.

8. (a) Except as hereinafter provided all time worked before or after the employee's starting or finishing time shall be paid for at the rate of time and one-half for the first 4 hours, and double time thereafter.

(b) On continuous work shifts, when one or more employees fail to report for duty without having given 24 hours' notice of intention of being absent, a corresponding number of employees on the preceding shift may be worked overtime at the rate of time and a quarter for the first two hours, and double time thereafter.

(c) The laws in force at the date of commencement of this Determination governing overtime in factories in the State of Victoria, except in regard to the payment of tea money to females, shall, where not inconsistent with this Determination, be deemed to be incorporated in this Determination as part thereof; provided, however, that the number of days upon which males under sixteen years of age, or females may be called upon to work overtime, shall be thirty in each year, and such additional number of days not exceeding 30 as may be approved by the Secretary for Labour.

For the purposes of this sub-clause "year" shall mean twelve calendar months, starting with the 1st day of January each year.

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

MEALS.

9. (a) Any male employee not informed the day before that he is required to work overtime shall be allowed the sum of 2s. 6d. for meal money, if the overtime so worked exceeds 1 hour in any day or shift. If an employee, pursuant to notice in that regard, has provided himself with a meal and is not required to work overtime, he shall be paid 2s. 6d. for the meal so provided: provided that this payment need not be made if the employee concerned could not work overtime on account of a strike by the union or any other union, or through any breakdown of machinery, or any stoppage of work brought about by any cause whatsoever which the employer could not reasonably prevent.

(b) Any female required to work overtime in excess of 30 minutes in any one day shall be paid 1s. meal money.

(c) An interval of not less than 30 minutes shall be allowed for the midday meal, as near as possible to the middle of the day's work: provided that on shift operations, other than continuous work shift, a meal period of not less than 20 minutes in each shift shall be provided, which shall not count as time worked.

(d) Any employee required for duty during his usual meal time shall be paid at the rate of time and a half until he be allowed the usual length of time for a meal, unless he is allowed to have his meal at his job, and is paid at the rate of time and a half during the time of his usual meal time.

MAXIMUM NUMBER OF HOURS WORKED.

10. (a) No employee shall be required to work in the factory, workshop, or repair-shop for more than 12 hours in any one day or night.

(b) No employee engaged on day work, shift work, or night shift, after completing the recognized hours which constitute the day's work or shift, shall be called upon to work an extra shift.

(c) No employee shall be required to work in the factory or workshop for more than 12 hours without a break of 8 hour's rest before commencing a shift or day's work.

RECORD OR TIME BOOK.

11. (a) Each employer shall keep, in the English language, some card or check used in connexion with a mechanical clock or a time and wages book, showing the name of each employee, his occupation, the hours worked each day, and the wages, allowances, and overtime paid each week: provided that the requirement in respect to his occupation shall be deemed to be shown as required if the item number set out against the employee's classification in clause 3 hereof be shown in lieu of the said occupation.

(b) The records referred to in sub-clause (a) hereof shall be open for inspection by a duly-accredited official of the union (as to members of his union) during the usual office hours at the employer's office or other convenient place; provided that no inspection shall be demanded unless the secretary of the union or of a branch thereof suspects that a breach of this Determination has been or is being committed: provided also that only one demand for such inspection shall be made in any one fortnight at the same establishment: provided also that no demand for production need be complied with unless 24 hours' notice in writing of the intention to inspect shall have been given to the employer concerned.

HOLIDAY AND SUNDAY WORK.

12. (a) All weekly wage employees shall be granted the following holidays without deduction of pay:—New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Eight Hours Day, Anzac Day, the day observed as King's Birthday, Christmas Day, and Boxing Day or such other day in substitution for any specified day as may be agreed upon between the union and any employer.

(b) If any of the above holidays occur on a Sunday or a Saturday, and are not observed on any other day, then employees shall not be paid for such Sunday or Saturday.

(c) An employee absent as the result of an accident sustained in the course of his employment or on the period journey to or from his place of employment and who is receiving payment under any Workers' Compensation Act, shall not be entitled to payment for any of the holidays prescribed in sub-clause (a) of this clause occurring during such absence, but shall only be entitled to the difference between the payment received for such day under any Workers' Compensation Act and his ordinary Determination wage for the holiday.

(d) Any employee absenting himself from work on any portion of the working day preceding or following a holiday provided for in this clause without reasonable excuse or without permission from his employer, shall not be entitled to payment for such holiday.

(e) Shift workers may be required to work until the completion of their shifts on holidays without the payment of holiday rates, provided they are not required to work on the night shift commencing on a holiday.

(f) Notwithstanding anything to the contrary contained in this Determination, if any employer shall give to any employee a notice of termination of engagement expiring or taking effect as a dismissal within seven days of the date on which any of the said holidays fall or are observed, such employer shall pay to the employee so dismissed, a day's pay for each such holiday falling or being observed within seven days of the termination of the engagement, unless the engagement is determined by the employer by reason of the misconduct of the employee: provided that this sub-clause shall not apply to any employee who at the date of the expiration of such notice shall not have been employed by the employer concerned for at least 80 per cent. of the ordinary working time of the three consecutive weeks immediately preceding the expiration of such notice: provided further that when any holiday is observed on a non-working day, the employee concerned shall not be entitled to payment for such holiday.

(g) Any employee who is employed on a Sunday or any holiday provided for in this clause shall for all time worked on that day be paid at the rate of double time.

(h) 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 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 (l) of Clause 13 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 or by re-opening not more than two days later than the date of which notice was given upon giving at least four days' notice of such alteration.

ANNUAL LEAVE.

Period of Leave.

13. (a) Except as hereinafter provided a period of fourteen consecutive days' leave shall be allowed annually to an employee after twelve months' continuous service after 1st January, 1946 (less the period of annual leave), as an employee in any one or more of the occupations to which this Determination applies.

Annual Leave Exclusive of Public Holidays.

(b) The annual leave prescribed by this clause shall be exclusive of any of the holidays prescribed by clause 12 of this Determination and if any such holiday falls within an employee's period of annual leave and is observed on a day which, in the case of that employee, would have been an ordinary working day, there shall be added to that period one working day for each such holiday falling as aforesaid.

Broken Leave.

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

Calculation of Continuous Service.

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

- (i) any interruption or termination of the employment by the employer if such interruption or termination has been made merely with the intention of avoiding obligations hereunder in respect of leave of absence;
- (ii) any absence from work on account of personal sickness or accident or on account of leave lawfully granted by the employer; or
- (iii) any absence with reasonable cause proof whereof shall be upon the employee.

In respect of absences referred to in paragraph (iii) of sub-clause (d) hereof, the employee shall in addition to his obligations thereunder inform the employer, in writing if practicable, within 24 hours of the commencement of such absence of his inability to attend for duty, the reason for and the estimated duration of such absence.

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.

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 accordance with this sub-clause, that such absence will be regarded as having broken the continuity of service.

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

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

Successor or Assignee.

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

Calculation of Month.

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

Leave to be Taken.

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

Time of Taking Leave.

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

Leave Allowed Before Due Date.

(i) An employer may allow annual leave to an employee before the right thereto has accrued due, but where leave is taken in such a case a further period of annual leave shall not commence 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 12 of this Determination.

Payment for Period of Leave.

(j) Each employee before going on leave shall be paid all wages which would normally become due and payable during the period of leave.

For the purposes of this sub-clause and sub-clauses (k) and (l) hereof wages shall be at the rates prescribed by clauses 2 and 3 of this Determination for the occupation in which the employee was ordinarily employed immediately prior to the commencement of his leave or the termination of his employment, as the case may be. Payment in the case of employees employed on piece or bonus work or any other system of payment by results shall be at time rates.

Proportionate Leave on Dismissal.

(k) If, after one month's continuous service in any qualifying twelve-monthly period, an employee lawfully leaves his employment or his employment is terminated by the employer through no fault of the employee, the employee shall be paid 6½ hours at his ordinary rate of wage in respect of each completed month of continuous service.

Annual Close Down.

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

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

(m) All disputes under this clause shall be referred to the Wages Board.

TERMS OF ENGAGEMENT.

14. (a) To become entitled to payment of a weekly wage, an employee must perform such work as the management shall from time to time require on the days and during the hours usually worked by the class of employee affected, and in accordance with the terms of this Determination.

(b) An employee engaged for the first time shall for the first three weeks of such engagement be employed from day to day at the weekly rate fixed by this Determination.

(c) Any employee failing to attend for duty shall lose pay for the time of such non-attendance except as provided under clause 15 of this Determination.

(d) Employment shall be determined only by a week's notice on either side, but such notice may be given at any time during any week: provided that any employer may dismiss any employee without notice for malingering, inefficiency, neglect of duty, or misconduct, and in such case the employee shall be paid up to the time of dismissal only: provided further, that any employer may deduct payment for any day or part thereof an employee cannot be usefully employed because of any strike by the union, or any other union, or through any breakdown of machinery, or any stoppage of work by any cause whatsoever which the employer cannot reasonably prevent.

For the purposes of this sub-clause, notice given at or before the commencement of any shift shall commence to run from the beginning of such shift, and notice given after the commencement of a shift shall not begin to run until the commencement of the next succeeding shift.

(e) Any weekly employee leaving without giving and working out the notice prescribed in this clause, may, at the option of the employer, be called upon to forfeit to the employer up to three days' pay.

SICK LEAVE.

15. (a) Any weekly-wage employee shall be entitled to leave of absence without deduction of pay, provided he produces or forwards within 48 hours of the commencement of such absence a medical certificate or other evidence satisfactory to the management that the absence was the result of personal accident arising out of and in the course of his employment, in respect of which no compensation is payable under any Workers' Compensation Act.

(b) An employee on weekly hiring after one month's service with his employer who is absent from work on account of personal ill-health necessitating such absence, shall be entitled to leave of absence without deduction of pay, subject to the following conditions:—

- (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 48 hours of the commencement of the absence, produce or forward a medical certificate or other evidence satisfactory to the management certifying his inability to attend for duty;
- (iii) Subject to the provisions of sub-clause (c) of this clause, he shall not be entitled in any year (whether in the employ of one employer or of several) to paid leave in excess of 40 hours;
- (iv) He shall produce a certificate from his previous employer or employers during the current year certifying the amount of sick leave, if any, granted by them with pay for such year.

(c) Sick leave shall accumulate from year to year so that any balance of the period specified in sub-clause (b) (iii) 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 an 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 accrued.

(d) For the purposes of this clause "Year" shall mean twelve calendar months starting with the 1st day in January each year.

PAYMENT OF WAGES.

16. (a) Wages shall be paid not later than Wednesday in each week: Provided that in any week in which a holiday prescribed by this Determination is observed on a Monday or a Tuesday wages shall be paid not later than Thursday.

(b) No employer shall keep more pay in hand than has accrued to any employee up to the end of the preceding calendar week.

(c) All wages shall be paid during working hours.

(d) Any employee leaving on proper notice or dismissed shall be paid his wages on leaving or being dismissed: Provided that when an employee is dismissed outside ordinary office hours he shall be paid not later than 10 a.m. on the next working day. In the case of piece-workers or bonus workers, the time wages only need be paid in accordance with the foregoing provisions.

MIXED FUNCTIONS.

17. (a) Any employee engaged in any one day or shift for more than two hours at work in a higher class than he is employed to perform shall be paid for the full day or shift at the highest rate payable for any such work under this Determination; but if he is so engaged for less than two hours he shall only be paid at the rates fixed by this Determination for the work he actually performs.

(b) Any employee who is transferred to a lower grade of work than that upon which he is usually employed, shall be paid at the higher wage for the remainder of the day or shift on which such transfer takes place, and from the commencement of the next working day or shift he shall be paid at the appropriate wage for the class of work performed.

TOOLS OF TRADE.

18. (a) The employer shall provide all tools of trade.
 (b) Any employee engaged on acid vats, or on reclaiming or washing raw rubber, or in wet places, shall be supplied with apron or overalls, and rubber or other suitable boots, free of charge.

SEATS FOR FEMALE WORKERS.

19. When practicable, seats with backs shall be provided for all females whilst on duty.

HEAVY WEIGHTS.

20. (a) No male employee shall be required to pull, drag, or push more than 10 cwt. : Provided that this sub-clause shall not apply to any truck on rails nor to any truck fitted with ball or roller bearings.
 (b) No female employee shall be required to lift or carry more than 30 lb.
 (c) No male employee shall be required to lift or carry excessive weights. Any dispute about what constitutes "excessive weights" shall be referred to the Secretary for Labour.

REST TIME.

21. A rest period of 10 minutes shall be allowed to all employees in the first half of each day or shift, at a time fixed by the employer: Provided that the time of taking the rest period may vary, at the option of the employer, as between employees and provided further, that employees shall not leave the department or section in which they are employed without the consent of the employer.

HEALTH OR HYGIENIC CONDITIONS.

22. (a) Every employer shall in each factory supply suitable dining-room accommodation.
 (b) Every employer shall provide sufficient boiling water for employees at meal hours.
 (c) Every employer shall supply drinking water in each department of the factory.
 (d) Any employee engaged as a reclaim worker or moulder of motor and/or motor cycle tyres, calendar hands, mill hands, compound hands, and employees engaged in the wet sponge rubber department, shall be provided with a lock-up cupboard, suitable baths or showers, and a changing-room.
 (e) All dipping vats, excluding those containing latex and varnishing solutions, shall be provided with covers.
 (f) Sifting boxes or machines shall be rendered reasonably dust proof.
 (g) Hoods and exhaust flues shall be installed over all mixing mills, dry heaters, chalking or sifting machines, and buffs, provided that no hood or exhaust flue shall be required to be installed over any portable buff.
 (h) The provisions of sub-clauses (a), (b), (c), and (d) hereof shall have no application to repair shops.

SICKNESS.

23. (a) Any employee may leave work at any time on account of occupational sickness or accident arising out of and in the course of his employment, and shall be entitled to re-employment at the termination of the sickness or recovery from the accident: Provided that a satisfactory medical certificate, if called for, is produced to the employer or his representative at the time of application for re-employment, and provided that notice of his inability to work be conveyed to the employer within 48 hours of such inability arising.
 (b) Any employee so leaving work for more than seven days may be required to give to his employer seven days' prior notice of his fitness to resume work.
 (c) In no case shall an employee be entitled to re-employment in pursuance of this clause after the expiration of six months from the first notification of the sickness or the accident causing the absence.
 (d) This clause shall apply only to employees who are entitled to benefits under the Workers' Compensation Act.
 (e) Any employee injured on the employer's premises, whether the injury is incidental to his or her work or not, shall report such injury at a first-aid room or other appointed place before leaving the premises.

FIRST-AID ATTENDANT.

24. (a) First-aid appliances and a certified first-aid attendant shall be provided by employers at all factories, and where female employees are employed such first-aid attendant, or another first-aid attendant, shall be a female. Such female attendant may do other work.
 (b) The provisions of sub-clause (a) hereof shall have no application to repair shops.
 (c) A sufficient first-aid outfit shall be provided and maintained on the premises by employers at all repair shops.
 (d) An employee appointed by the employer to render first-aid shall be paid the sum of 2s. for each day for which he is so appointed in addition to the wage rates prescribed by this Determination.

PROCESS OF COLD CURING, ETC.

25. (a) No person shall be engaged acid curing, cold curing, or vapour curing for more than two consecutive hours, and every person so engaged must have at least four hours interval before resuming same. The employer shall provide fresh milk and respirators free of charge for persons engaged on this class of work.
 (b) Provided that acid curing, cold curing, or vapour curing as set out in sub-clause (a) hereof shall include only curing by bi-sulphide of carbon or benzine with chloride of sulphur or any other substance declared to be offensive and/or injurious by the Wages Board.

UNION DELEGATE.

26. (a) The general secretary or any branch secretary of the union, or any official thereunto, authorized by the union, shall not be prevented by any employer from visiting and conversing with the members of the union in the dining-room or waiting-room (where provided) at meal times, or before or after the hours of work.
 (b) If any such official make himself objectionable to the employer or to any manager or foreman or employee, the right of such official to visit may be determined by the employer affected, and the union may substitute another official in his stead.
 (c) Any official of the union shall have access to any repair shop for the purpose of interviewing any employee engaged therein.

UNION BUSINESS.

27. Any member of the Federal Council of the Union or any member of the Committee of Management of any State branch thereof, may leave work to attend to the business of the union, provided that at least three days' notice of such intention shall have been given to the employer. Any employee so absent shall not be paid for the period of such absence.

NOTICE BOARD.

28. (a) A notice board shall be provided in the dining-room or in some other prominent position at the works.
 (b) Any notice previously approved by the employer or his representative may be posted on such notice board.
 (c) A copy of this Determination shall be posted and kept posted at the notice board provided pursuant to sub-clause (a) hereof not later than 28 days after the date of issue of such Determination.

WASHING TIME.

29. Persons employed on carbon black operations who are entitled to the special rate of 3s. per day prescribed by clause 4 (c) of this Determination shall be allowed 10 minutes washing time at the end of each shift.

TRAVELLING TIME.

30. (a) Where an employee goes direct to a job away from his usual place of employment, all travelling time reasonably spent in excess of the time usually taken in travelling to and from his home to his usual place of employment shall be paid for at ordinary rates on all metropolitan and suburban work.

(b) On country work, travelling time outside ordinary working hours shall be paid for at ordinary rates with a maximum of 8 hours out of any period of 24 consecutive hours commencing at 8 a.m. on any day.

(c) Travelling time on Sundays and holidays shall be paid for at time and one half.

(d) All fares, board and lodging, and reasonable travelling expenses incurred whilst travelling shall be paid by the employer, provided that excess fares only shall be paid on all metropolitan and suburban work.

(e) If so directed, employees shall present themselves for work on outside jobs at the usual starting time and shall work up to the usual ceasing time.

PERIODICAL ADJUSTMENT OF WAGES.

31. The wages rates, set out in clauses 2 and 3, are based upon the following basic wage rates, and, pursuant to the provisions of Section 21 of the *Factories and Shops Act 1934*, the Board hereby determines that such rates shall be automatically adjusted as prescribed by clause 32.

(i)

Adult Male Employees.

The minimum rate of wage to be paid to adult male employees shall be the rate ascertained in the following manner, namely:—Where the work is performed in the area or place mentioned in the first column of Table "A" hereunder written, the employee shall be paid the rate mentioned in the fourth column, together with the marginal difference and loading prescribed in the second and third columns respectively of Table "B" hereunder written.

TABLE "A."

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

(ii)

Adult Females.

The minimum rate of wage to be paid to adult females shall be 75 per cent. of the "Total Basic Wage for Adult Males" as provided in Table "A" of clause 31 hereof, payable from time to time plus a loading at the rate of 5s. per week.

(iii)

Juniors.

(a) The minimum rates of wages to be paid to juniors shall be calculated at the respective percentages of the appropriate "Total Basic Wage for Adult Males" as provided in Table "A" of clause 31 hereof, payable from time to time as set out hereunder:—

	Males.	Females.
Under 16 years of age	30	25
16 years of age	40	30
17 " "	50	35
18 " "	65	45
19 " "	75	50
20 " "	85	55

Adjustments in accordance with this clause shall be calculated to the nearest 3d., sums of 1½d. or less to be disregarded.

(b) In addition to the amounts payable under sub-clause (a) of this clause, there shall also be payable a loading at the rate of 3s. per week.

TABLE "B."

(iv)

Adult Males (other than Cable Making).

First Column. Class of Work.	Second Column. Marginal Difference per Week.	Third Column. Loading per Week.
	s. d.	s. d.
1. Employee engaged on any operation other than those set out hereunder	7 0	6 0
2. Sifter and/or drier of compounding ingredients	9 0	6 0
3. Operator in charge of drying machine	11 0	6 0
4. Weigher and/or assembler of compounds for mixing, calendering, &c.	14 0	6 0
5. Storeman and packer as defined herein not working in raw materials store	11 0	6 0
5A. Storeman and packer as defined herein working in raw materials store	13 0	6 0
6. Wrapper of goods made by wrapped process	9 0	6 0
7. Operator in charge of lead-covered hose stripping machine	11 0	6 0
8. Operator in charge on hose-making machine (wrapped process)	13 0	6 0
9. Helper on hose-making machine (wrapped process)	11 0	6 0
10. Lead-covering machine helper	11 0	6 0
11. Operator in charge of lead-covering machine (hose)	17 6	6 0
11A. Maker of vacuum cleaner hose	13 0	6 0
12. Maker of wrapped hose by hand-made process	20 0	6 0
13. Dough mixer working on mill and/or enclosed mixer for solution or cement	11 0	6 0
14. Operator on washing mill and/or grinding waste	11 0	6 0
15. Operator on warming and/or masticating mill and/or reclaim refining mill	13 0	6 0
16. Operator on cracker mill	11 0	6 0
17. Operator on mixing mill	20 0	6 0
18. Reclaimer or employee engaged on acid tank	11 0	6 0
19. Employee on digester machine	13 0	6 0
20. Spreader in charge of machine (not otherwise classified)	14 0	6 0
21. Spreader of waterproof piece-goods for making garments and/or spreader of rugs and/or printers blankets and/or bed sheeting	20 0	6 0

TABLE "B"—continued.
Adult Males (other than Cable Making)—continued.

First Column. Class of Work.	Second Column. Marginal Difference per Week.	Third Column. Loading per Week.
	<i>s. d.</i>	<i>s. d.</i>
22. Employee engaged on doubling and/or chalking and/or polishing and/or embossing	10 0	6 0
22A. Operator employed on impregnating machine and/or pre-dipping machine	11 0	6 0
23. Operator engaged on motor, motor cycle, bicycle tube and/or bicycle tyre making and/or joining (not otherwise classified)	11 0	6 0
24. Operator engaged on motor, motor cycle, and/or bicycle tube joint curing	13 0	6 0
25. Operator building pneumatic tyre on flat and/or crown drum and/or on flat top core (excluding bicycle tyre and/or tractor or earth grader tyre 24 inch diameter and over and/or aeroplane tyres 14 inch diameter and over)	15 0	6 0
25A. Operator building tractor or earth grader tyre 24 inch diameter and over or aeroplane tyre 14 inch diameter and over on flat and/or crown drum and/or flat top core	17 6	6 0
26. Operator building pneumatic tyre on core (excluding flat top core and/or bicycle tyre and/or tractor or earth grader tyre 24 inch diameter and over and/or aeroplane tyre 14 inch diameter and over)	17 6	6 0
26A. Operator building tractor or earth grader tyre 24 inch diameter and over or aeroplane tyre 14 inch diameter and over on core	20 0	6 0
27. Inspector and/or examiner and/or tyre tester	13 0	6 0
28. Tester with water	7 0	6 0
28A. Operator employed on hand-skiving machine used in tyre construction	9 0	6 0
28B. Operator making endless bands or packets for motor, motor cycle, tractor, earth grader, or aeroplane tyres	9 0	6 0
29. Weaver in charge of braiding machine and/or circular and/or flat loom and/or knitting machine and/or operator in charge of creels and/or other similar machines and/or winding wire	13 0	6 0
30. Operator in charge of cotton creels	13 0	6 0
31. Cutter of treads and/or assembler of motor, motor cycle and/or bicycle, treads by machine	11 0	6 0
32. Maker of packing	13 0	6 0
33. Operator on mat-cutting guillotine, mat-punching process, mat-buffing, and/or sanding machine	13 0	6 0
34. Designer and/or maker of inlaid mats and/or inlaid floor matting (including punched mats)—		
First year	11 0	6 0
Second and third years	17 6	6 0
Thereafter	22 0	6 0
35. Operator employed fitting solid tyre to wheel (motor vehicle or otherwise)	15 0	6 0
36. Operator employed fitting pneumatic tyre to rim and/or wheel	11 0	6 0
37. Operator on clicking press and/or sole-cutting machine and/or mechanically-operated punching press	13 0	6 0
37A. Operator lasting up leather shoes	9 0	6 0
38. Operator on lathe and/or other power-driven cutting machine engaged in cutting off rings, washers, and/or strips and/or buffing cylindrical rollers up to 3 feet in length	13 0	6 0
39. Operator employed on mechanical lathe fashioning hand-made mechanical and/or surgical goods (including buffing cylindrical rollers over 3 feet in length)	17 6	6 0
40. Operator on lathe engaged fashioning biased bowls	17 6	6 0
41. Operator dipping balloons and/or other dipped goods	13 0	6 0
42. Operator of rubber thread-cutting lathe	15 0	6 0
43. Operator in charge of self-contained mould and/or heaterman in charge of curing pan and/or dry heater	13 0	6 0
44. Helper on self-contained mould and/or curing pan and/or dry heater	7 0	6 0
45. Operator in charge of vulcanizing press, more than 4 feet in length (including the bonding of rubber to metal in the vulcanizing press)	17 6	6 0
46. Operator in charge of vulcanizing press, not more than 4 feet in length (including the bonding of rubber to metal in the vulcanizing press)	15 0	6 0
47. Helper on vulcanizing press, more than 4 feet in length (including the bonding of rubber to metal in the vulcanizing press)	13 0	6 0
48. Operator in charge of person engaged in the moulding of and/or on any operation directly connected with the moulding of motor and/or motor cycle tyres	20 0	6 0
49. Operator engaged in the moulding of and/or on any operation directly connected with the moulding of motor and/or motor cycle tyres and/or air bags	17 6	6 0
50. Operator in charge of person engaged in making and/or moulding solid motor tyres	17 6	6 0
51. Operator engaged in making and/or moulding solid motor tyres	11 0	6 0
51A. Operator racking green motor tyres	9 0	6 0
52. Operator engaged in moulding articles other than motor and/or motor cycle tyres and/or tubes and/or air bags	13 0	6 0
53. Moulder in charge other than moulder engaged on motor and/or motor cycle and/or solid tyre moulding	15 0	6 0
54. Operator in charge hand making transmission conveyor and/or elevator belting	17 6	6 0
55. Operator engaged hand making transmission conveyor and/or elevator belting	14 0	6 0
56. Operator engaged on belt making machine	11 0	6 0
57. Operator laying mats, tiles, or rubber flooring	20 0	6 0
58. Repairer of used motor and/or motor cycle tyre and/or tube and/or air bags	20 0	6 0
59. Repairer of blemishes on new motor and/or motor cycle and/or bicycle tyres and/or tubes	13 0	6 0
60. Operator re-treading new tyres	11 0	6 0
61. Maker of air bags with extruded material	13 0	6 0
62. Maker of air bags (not otherwise classified)	20 0	6 0
62A. Operator buffing air-bags	10 0	6 0
62B. Operator of machine de-treading and/or pulling sleeves or patches on new or used tyres	9 0	6 0
63. Operator in charge of forcing machine (including operator in charge of bead extruder and creel bead-making machine)	15 0	6 0
64. Operator in charge of forcing machine straining rubber	11 0	6 0
65. Operator in charge of textile-cutting machine	13 0	6 0

TABLE "B"—continued.

Adult Males (other than Cable Making)—continued.

First Column. Class of Work.	Second Column. Marginal Difference per Week.	Third Column. Loading per Week.
	<i>s. d.</i>	<i>s. d.</i>
66. Operator of electric-cutting machine (other than cutter in the waterproof) or operator cutting textile by hand	11 0	6 0
67. Operator engaged in the individual making of surgical mechanical (including the bonding of rubber to metal excepting as provided in items 45, 46, and 47 hereof) fuel tanks and/or sporting goods who designs, lays out, cuts to shape and/or builds up, and is responsible for making complete article up to but not including the sandpapering or curing or turning of the article	22 0	6 0
68. Operator engaged in the making of general surgical mechanical (including the bonding of rubber to metal excepting as provided in items 45, 46, and 47 hereof) fuel tanks or sporting goods, including mandrel and/or drum built belts	13 0	6 0
69. First assistant on calendar, 48 inches and over	17 6	6 0
70. First assistant on calendar, under 48 inches	11 0	6 0
71. Operator in charge of calendar, 72 inches and under	29 0	6 0
72. Operator in charge of calendar, over 72 inches	34 0	6 0
73. Table hand and/or machinist employed on sewing machines engaged in the manufacture of waterproof articles (other than articles of waterproof clothing)	18 0	6 0
74. Operator engaged in the process of sponge rubber made from latex or similar composition on the following class or classes of work :—mixing, frothing, pouring, stripping, trimming, inserter hydro, cleaning or tying, table hand	13 0	6 0
75. Storeman in charge of moulds	9 0	6 0
76. Operator engaged in mould burning	9 0	6 0
77. Operator engaged on sandblasting— (a) who operates from outside a properly-enclosed cabinet	11 0	6 0
(b) other	13 0	6 0
78. Operator joining and/or repairing fabric liners	9 0	6 0
79. Operator cutting raw rubber by machine or press	9 0	6 0
80. Operator of trans-stacker or swifter-lighter or other similar machines	13 0	6 0
ADULT MALES (CABLE MAKING).		
81. Operator engaged in any operation other than those for which a margin is fixed here-under	7 0	6 0
82. Operator on mixing mill	20 0	6 0
83. Operator on warming and/or masticating mill and/or reclaim refining mill	13 0	6 0
84. Heaterman in charge of curing pan and/or dry heater	13 0	6 0
85. Operator in charge of forcing machine	15 0	6 0
86. First assistant on calendar, 48 inches and over	17 6	6 0
87. First assistant on calendar under 48 inches	11 0	6 0
88. Operator in charge of calendar, 72 inches and under	29 0	6 0
89. Operator in charge of calendar over 72 inches	34 0	6 0
90. Fine wire-drawing machine operator	13 0	6 0
91. Medium wire-drawing machine operator	13 0	6 0
92. Wire-drawing (tandem) machine operator	13 0	6 0
93. Annealing furnace operator	13 0	6 0
94. Pickling plant operator	11 0	6 0
95. Wire winding machine operator	11 0	6 0
96. Fine wire-tinning machine operator	11 0	6 0
97. Medium wire-tinning machine operator	13 0	6 0
98. Assisting tinning-machine operator	11 0	6 0
99. Bunching-machine operator	11 0	6 0
100. Stranding and/or armouring machine operator	13 0	6 0
101. Operator of cable winding machine and/or rewinding machine and/or rubber rewinding machine for cables	11 0	6 0
102. Lapping machine operator	13 0	6 0
103. Longitudinal machine operator	13 0	6 0
104. Longitudinal machine assistant	11 0	6 0
105. Metal braiding machine and/or horn gear braiding machine and/or braiding machine operator	11 0	6 0
106. Laying-up machine operator	13 0	6 0
107. Laying-up Machine assistant	11 0	6 0
108. Repairer of cables	13 0	6 0
109. Spark-testing machine operator	13 0	6 0
110. Tank test attendant	11 0	6 0
111. Operator employed jointing cables	13 0	6 0
112. Operator on waxing and/or compounding and/or impregnating machine	13 0	6 0
113. Helper on waxing and/or compounding and/or impregnating machine	11 0	6 0
114. Lacquering machine operator	13 0	6 0
115. Lacquering machine helper	11 0	6 0
116. Lead press operator for cables	17 6	6 0
117. Lead press assistant for cables	11 0	6 0
118. Lead-stripping machine operator for cables	11 0	6 0
119. Marking machine operator	13 0	6 0
120. Rubber-slitting machine operator	13 0	6 0
121. Rubber-slitting machine helper	11 0	6 0
122. Taping and/or de-taping machine operator	11 0	6 0
123. Inspector and/or examiner of cables	13 0	6 0

ADJUSTMENT OF BASIC WAGE.

32. (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 31.

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

P. A. RANGLES, J.P., Chairman.

J. V. WILLOX, Secretary.

Melbourne, 20th December, 1948.



VICTORIA GOVERNMENT GAZETTE.

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[1948

Factories and Shops Acts.

DETERMINATION OF THE PLASTIC MOULDING BOARD.

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

IN accordance with the provisions of the Factories and Shops Acts the Wages Board appointed to "determine the lowest prices or rates which may be paid to any person or persons or classes of persons employed in the process, trade, or business of wholly or partly preparing or manufacturing articles from synthetic resin, casein, or other substance of a similar nature" has made the following Determination, namely:—

1. That on the 20th of December, 1948, the last previous Determination of this Board shall be revoked and replaced by this Determination.

2.

APPRENTICES OR IMPROVERS.

	Wages per Week of 40 Hours.		
	Males.	Females.	
	<i>s. d.</i>	<i>s. d.</i>	
Under 16 years of age	39 0	33 0	No female shall be employed until she attains the age of fifteen years.
16 years of age	51 0	39 0	
17 years of age	63 0	45 0	
18 years of age	81 0	57 0	
19 years of age	93 0	63 0	
20 years of age	105 0	69 0	
And thereafter the minimum wage.			

Proportion.

MALE APPRENTICES.

One male apprentice to every three or fraction of three adult male workers receiving not less than 133s. per week of 40 hours.

MALE IMPROVERS.

Such numbers of improvers as shall not together with apprentices exceed, in the aggregate, one to every three or fraction of three adult male workers receiving not less than 133s. per week of 40 hours.

FEMALE APPRENTICES.

One female apprentice to each adult female worker receiving not less than 95s. per week of 40 hours.

FEMALE IMPROVERS.

Such number of improvers as shall not together with apprentices exceed, in the aggregate, one to each adult female worker receiving not less than 95s. per week of 40 hours.

(a) The number of adult females or adult males respectively employed at any given time shall be deemed to be the weekly average number employed during the immediately preceding period of twelve calendar months. For the purpose of ascertaining the proportion of improvers to male or female adults, there shall be a weekly count, and any union official making an inspection of the books to ascertain such proportion shall take the weekly average number of such male or female adults as the case may be, and the average number of male or female improvers employed during the week in which the inspection is made.

(b) Notwithstanding anything hereinbefore contained, junior workers receiving the adult wage prescribed for the class of work being performed by them, shall be counted as adult workers in calculating the proportion of juniors, but, in calculating such wage, bonuses shall not be considered as part of the wage.

3.

ADULT MALES.

		Wages per Week of 40 Hours.
		£ s. d.
<i>Plastic Section.</i>		
1.	Operator on warming and/or masticating mill	6 19 0
2.	Operator on mixing mill	7 6 0
3.	Operator in charge of forcing or extruding machine	7 1 0
4.	First assistant on Calender, 48 inches and over	7 3 6
5.	First assistant on Calender under 48 inches	6 17 0
6.	Operator in charge of Calender, 72 inches and under	7 15 0
7.	Operator in charge of Calender over 72 inches	8 0 0
8.	Plastic press operator, i.e., an operator of a press who is required to exercise a discretion as to all or any of the following matters, viz., kind or quantity of powder, pressure, temperature and time of curing	7 17 0
9.	Plastic press operator (other)	7 4 0
10.	Process worker, i.e., a person employed— (a) as operator of mixing machines (other than those in item 2), ball and grinding machines, laminating and impregnating machines, pelleting machines or cutting machines; (b) in the powder room	7 2 0
11.	Employee engaged in any operation not set out above	6 13 0
<i>Casein Section.</i>		
12.	Machinist, i.e., a person who is partly or wholly engaged in setting up and operating a lathe	7 17 0
13.	Plastic press operator, i.e., an operator of a press who is required to exercise a discretion as to all or any of the following matters, viz.:—pressure, temperature and time of curing	7 17 0
14.	Plastic press operator (other)	7 4 0
15.	Process worker, i.e., a person engaged in the drying room, on acid or formaldehyde baths, on all classes of cutting machines, drum sanding machines, trapping machines, polishing machines, grinding machines, or injection machines	7 2 0
16.	Employee engaged in any operation not set out above	6 13 0

ADULT FEMALES.

		Wages per Week of 40 Hours.
		£ s. d.
All adult females		4 15 0

SPECIAL RATES.

4. Employees handling carbon black before processing, and employees engaged in processing free carbon black shall be paid the sum of 3s. per day in addition to the rate herein fixed for the class of work performed.

SHIFT RATES.

5. (a) Male employees engaged on continuous work shifts shall be paid an additional 2s. 6d. per shift on afternoon and night shift. Instead of paying the said sum of 2s. 6d. for each afternoon or night shift, the employer at his option may pay the sum of 1s. 8d. for each continuous work shift.

(b) Male employees, not engaged on continuous work shifts, working on night shift as defined in clause 6 of this Determination shall be paid an additional 2s. 6d. per shift.

(c) Females employed on continuous or rotating shifts shall be paid the following shift allowances:—

Continuous Shifts—

	s. d.
Morning shift	2 0
Afternoon shift	3 0
Night shift	4 0

Rotating Shifts—

Afternoon shift	3 0
Night shift	4 0

(d) Employees working shifts shall for work performed between midnight on Friday and the ordinary ceasing time on Saturday, be paid at the minimum rate of time and a quarter.

(e) An employee (not having requested his employer to so work) 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 time off night shift in each three-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. The request referred to herein shall be in writing and shall specify the period the employee desires to remain on night shift and during such period the employee shall be entitled only to the payments specified in sub-clauses (a), (b), (c) or (d) hereof.

DEFINITIONS.

6. "Adult" as is used in this Determination, shall include junior workers receiving the adult wage under sub-clause b) of clause 2.

"Night shift" means any shift worked wholly or partially between the hours of 8 p.m. and 6 a.m., but shall not include any shift worked on continuous work shift.

"Union" in this Determination, shall mean The Federated Rubber Workers' Union of Australia.

HOURS OF DUTY.

7. (a) The ordinary hours of duty for employees not engaged on continuous work shifts shall not without payment for overtime at the rates and subject to the conditions hereinafter appearing exceed 8 in any one day and 40 in any week, to be worked between the hours of 6 a.m. Monday and 7.30 a.m. Saturday.

(b) The ordinary hours of duty of employees on continuous work shifts shall not without payment for overtime at the rates and subject to the conditions hereinafter appearing exceed 8 in any one day or 40 in any one week.

Employees on continuous work shifts shall work five shifts per week between the hours of 6 a.m. on Monday and 7.15 a.m. on Saturday; provided, however, that these times may be varied by agreement between the parties to suit the peculiar circumstances of any particular factory or may be altered for the same purpose by the Wages Board. A meal break not exceeding 20 minutes shall be granted with pay on each shift and shall be arranged by the employer at a convenient time as near as practicable to the middle of the shift. Continuous work shifts shall be worked in rotation. Provided that this sub-clause shall not apply to three-shift workers where the starting and/or finishing times of one or more of the shifts overlap.

(c) The hours of duty of any night shift worker shall be consecutive with breaks for meals.

(d) No male junior worker, under the age of eighteen years, shall work between the hours of 10.30 p.m. and 6 a.m. and no female shall work between the hours of 9 p.m. and midnight.

(e) The starting or finishing time of any employee must be the same for at least one week unless overtime is paid; provided that the starting or finishing times may be changed in the case of sickness or accident or breakdown of plant or equipment, or in the case of an employee replacing another who does not turn up for work at his usual starting time.

(f) Females may be employed on continuous or rotating shift operations.

For the purpose of this sub-clause "afternoon shift" shall mean any shift worked wholly or partly between 8 p.m. and 11 p.m. "Night shift" shall mean any shift worked wholly or partly between 11 p.m. and 6 a.m.

OVERTIME.

8. (a) Except as hereinafter provided all time worked before or after the employee's starting or finishing time shall be paid for at the rate of time and one-half for the first four hours, and double time thereafter.

(b) On continuous work shifts, when one or more employees fail to report for duty without having given 24 hours' notice of intention of being absent, a corresponding number of employees on the preceding shift may be worked overtime at the rate of time and a quarter for the first two hours, and double time thereafter.

(c) The laws in force at the date of commencement of this Determination governing overtime in factories in the State of Victoria, except in regard to the payment of tea money to females, shall, where not inconsistent with this Determination, be deemed to be incorporated in this Determination as part thereof; provided, however, that the number of days upon which males under sixteen years of age, or females may be called upon to work overtime, shall be thirty in each year, and such additional number of days not exceeding 30 as may be approved by the Secretary for Labour.

For the purposes of this sub-clause "year" shall mean twelve calendar months, starting with the 1st day of January each year.

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

MEALS.

9. (a) Any male employee not informed the day before that he is required to work overtime shall be allowed the sum of 2s. 6d. for meal money, if the overtime so worked exceeds 1 hour in any day or shift. If an employee, pursuant to notice in that regard, has provided himself with a meal and is not required to work overtime, he shall be paid 2s. 6d. for the meal so provided: provided that this payment need not be made if the employee concerned could not work overtime on account of a strike by the union or any other union, or through any breakdown of machinery, or any stoppage of work brought about by any cause whatsoever which the employer could not reasonably prevent.

(b) Any female required to work overtime in excess of 30 minutes in any one day shall be paid 1s. meal money.

(c) An interval of not less than 30 minutes shall be allowed for the midday meal, as near as possible to the middle of the day's work: provided that on shift operations, other than continuous work shift, a meal period of not less than 20 minutes in each shift shall be provided, which shall not count as time worked.

(d) Any employee required for duty during his usual meal time shall be paid at the rate of time and a half until he be allowed the usual length of time for a meal, unless he is allowed to have his meal at his job, and is paid at the rate of time and a half during the time of his usual meal time.

MAXIMUM NUMBER OF HOURS WORKED.

10. (a) No employee shall be required to work in the factory or workshop for more than 12 hours in any one day or night.

(b) No employee engaged on day work, shift work, or night shift, after completing the recognized hours which constitute the day's work or shift, shall be called upon to work an extra shift.

(c) No employee shall be required to work in the factory or workshop for more than 12 hours without a break of 8 hours' rest before commencing a shift or day's work.

RECORD OR TIME BOOK.

11. (a) Each employer shall keep, in the English language, some card or check used in connexion with a mechanical clock or a time and wages book, showing the name of each employee, his occupation, the hours worked each day, and the wages, allowances, and overtime paid each week: provided that the requirement in respect to his occupation shall be deemed to be shown as required if the item number set out against the employee's classification in clause 3 hereof be shown in lieu of the said occupation.

(b) The records referred to in sub-clause (a) hereof shall be open for inspection by a duly-accredited official of the union (as to members of his union) during the usual office hours at the employer's office or other convenient place; provided that no inspection shall be demanded unless the secretary of the union or of a branch thereof suspects that a breach of this Determination has been or is being committed: provided also that only one demand for such inspection shall be made in any one fortnight at the same establishment: provided also that no demand for production need be complied with unless 24 hours' notice in writing of the intention to inspect shall have been given to the employer concerned.

HOLIDAY AND SUNDAY WORK.

12. (a) All weekly wage employees shall be granted the following holidays without deduction of pay:—New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Labour Day, Anzac Day, the day observed as King's Birthday, Christmas Day, and Boxing Day or such other day in substitution for any specified day as may be agreed upon between the union and any employer.

(b) If any of the above holidays occur on a Sunday or a Saturday, and are not observed on any other day, then employees shall not be paid for such Sunday or Saturday.

(c) An employee absent as the result of an accident sustained in the course of his employment or on the period journey to or from his place of employment and who is receiving payment under any Workers' Compensation Act, shall not be entitled to payment for any of the holidays prescribed in sub-clause (a) of this clause occurring during such absence, but shall only be entitled to the difference between the payment received for such day under any Workers' Compensation Act and his ordinary Determination wage for the holiday.

(d) Any employee absenting himself from work on any portion of the working day preceding or following a holiday provided for in this clause without reasonable excuse or without permission from his employer, shall not be entitled to payment for such holiday.

(e) Shift workers may be required to work until the completion of their shifts on holidays without the payment of holiday rates, provided they are not required to work on the night shift commencing on a holiday.

(f) Notwithstanding anything to the contrary contained in this Determination, if any employer shall give to any employee a notice of termination of engagement expiring or taking effect as a dismissal within seven days of the date on which any of the said holidays fall or are observed, such employer shall pay to the employee so dismissed, a day's pay for each such holiday falling or being observed within seven days of the termination of the engagement, unless the engagement is terminated by the employer by reason of the misconduct of the employee: provided that this sub-clause shall not apply to any employee who at the date of the expiration of such notice shall not have been employed by the employer concerned for at least 80 per cent. of the ordinary working time of the three consecutive weeks immediately preceding the expiration of such notice: provided further that when any holiday is observed on a non-working day, the employee concerned shall not be entitled to payment for such holiday.

(g) Any employee who is employed on a Sunday or any holiday provided for in this clause shall for all time worked on that day be paid at the rate of double time.

(h) 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 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 (l) of Clause 13 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 or by re-opening not more than two days later than the date of which notice was given upon at least four days' notice of such alteration.

ANNUAL LEAVE.

Period of Leave.

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

Annual Leave Exclusive of Public Holidays.

(b) The annual leave prescribed by this clause shall be exclusive of any of the holidays prescribed by clause 12 of this Determination and if any such holiday falls within an employee's period of annual leave and is observed on a day which, in the case of that employee, would have been an ordinary working day, there shall be added to that period one working day for each such holiday falling as aforesaid.

Broken Leave.

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

Calculation of Continuous Service.

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

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

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

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

In respect of absences referred to in paragraph (iii) of sub-clause (d) hereof, the employee shall in addition to his obligations thereunder inform the employer, in writing if practicable, within 24 hours of the commencement of such absence of his inability to attend for duty, the reason for and the estimated duration of such absence.

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.

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 accordance with this sub-clause, that such absence will be regarded as having broken the continuity of service.

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

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

Successor or Assignee.

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

Calculation of Month.

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

Leave to be Taken.

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

Time of Taking Leave.

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

Leave Allowed Before Due Date.

(i) An employer may allow annual leave to an employee before the right thereto has accrued due, but where leave is taken in such a case a further period of annual leave shall not commence 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 12 of this Determination.

Payment for Period of Leave.

(j) Each employee before going on leave shall be paid all wages which would normally become due and payable during the period of leave.

For the purposes of this sub-clause and sub-clauses (k) and (l) hereof wages shall be at the rates prescribed by clauses 2 and 3 of this Determination for the occupation in which the employee was ordinarily employed immediately prior to the commencement of his leave or the termination of his employment, as the case may be. Payment in the case of employees employed on piece or bonus work or any other system of payment by results shall be at time rates.

Proportionate Leave on Dismissal.

(k) If, after one month's continuous service in any qualifying twelve-monthly period, an employee lawfully leaves his employment or his employment is terminated by the employer through no fault of the employee, the employee shall be paid 6½ hours at his ordinary rate of wage in respect of each completed month of continuous service.

Annual Close Down.

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

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

Disputes.

(m) All disputes under this clause shall be referred to the Wages Board.

TERMS OF ENGAGEMENT.

14. (a) To become entitled to payment of a weekly wage, an employee must perform such work as the management shall from time to time require on the days and during the hours usually worked by the class of employee affected, and in accordance with the terms of this Determination.

(b) An employee engaged for the first time shall for the first three weeks of such engagement be employed from day to day at the weekly rate fixed by this Determination.

(c) Any employee failing to attend for duty shall lose pay for the time of such non-attendance except as provided under clause 15 of this Determination.

(d) Employment shall be terminated only by a week's notice on either side, but such notice may be given at any time during any week: provided that any employer may dismiss any employee without notice for malingering, inefficiency, neglect of duty, or misconduct, and in such case the employee shall be paid up to the time of dismissal only: provided further, that any employer may deduct payment for any day or part thereof an employee cannot be usefully employed because of any strike by the union, or any other union, or through any breakdown of machinery, or any stoppage of work by any cause whatsoever which the employer cannot reasonably prevent.

For the purposes of this sub-clause, notice given at or before the commencement of any shift shall commence to run from the beginning of such shift, and notice given after the commencement of a shift shall not begin to run until the commencement of the next succeeding shift.

(e) Any weekly employee leaving without giving and working out the notice prescribed in this clause, may, at the option of the employer, be called upon to forfeit to the employer up to three days' pay.

(f) Casual employees may be engaged at hourly rates, provided such rates calculated from hour to hour are 10 per centum higher than the rates prescribed for weekly employees doing the same class of work.

SICK LEAVE.

15. (a) Any weekly-wage employee shall be entitled to leave of absence without deduction of pay, provided he produces or forwards within 48 hours of the commencement of such absence a medical certificate or other evidence satisfactory to the management that the absence was the result of personal accident arising out of and in the course of his employment, in respect of which no compensation is payable under any Workers' Compensation Act.

(b) An employee on weekly hiring after one month's service with his employer who is absent from work on account of personal ill-health necessitating such absence, shall be entitled to leave of absence without deduction of pay, subject to the following conditions:—

- (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 48 hours of the commencement of the absence, produce or forward a medical certificate or other evidence satisfactory to the management certifying his inability to attend for duty;
- (iii) Subject to the provisions of sub-clause (c) of this clause, he shall not be entitled in any year (whether in the employ of one employer or of several) to paid leave in excess of 40 hours;
- (iv) He shall produce a certificate from his previous employer or employers during the current year certifying the amount of sick leave, if any, granted by them with pay for such year.

(c) Sick leave shall accumulate from year to year so that any balance of the period specified in sub-clause (b) 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 an 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 accrued.

(d) For the purposes of this clause "Year" shall mean twelve calendar months starting with the 1st day of January in each year.

PAYMENT OF WAGES.

16. (a) Wages shall be paid not later than Wednesday in each week: Provided that in any week in which a holiday prescribed by this Determination is observed on a Monday or a Tuesday wages shall be paid not later than Thursday.

(b) No employer shall keep more pay in hand than has accrued to any employee up to the end of the preceding calendar week.

(c) All wages shall be paid during working hours.

(d) Any employee leaving on proper notice or dismissed shall be paid his wages on leaving or being dismissed: Provided that when an employee is dismissed outside ordinary office hours he shall be paid not later than 10 a.m. on the next working day. In the case of piece-workers or bonus workers, the time wages need be paid only in accordance with the foregoing provisions.

MIXED FUNCTIONS.

17. (a) Any employee engaged in any one day or shift for more than two hours at work in a higher class than he is employed to perform shall be paid for the full day or shift at the highest rate payable for any such work under this Determination; but if he is so engaged for less than two hours he shall be paid only at the rates fixed by this Determination for the work he actually performs.

(b) Any employee who is transferred to a lower grade of work than that upon which he is usually employed, shall be paid at the higher wage for the remainder of the day or shift on which such transfer takes place, and from the commencement of the next working day or shift he shall be paid at the appropriate wage for the class of work performed.

TOOLS OF TRADE.

18. (a) The employer shall provide all tools of trade.

(b) Any employee engaged on acid vats, or in wet places, shall be supplied with apron or overalls, and rubber or other suitable boots, free of charge.

SEATS FOR FEMALE WORKERS.

19. When practicable, seats with backs shall be provided for all females whilst on duty.

HEAVY WEIGHTS.

20. (a) No male employee shall be required to pull, drag, or push more than 10 cwt.; Provided that this sub-clause shall not apply to any truck on rails nor to any truck fitted with ball or roller bearings.

(b) No female employee shall be required to lift or carry more than 30 lb.

(c) No male employee shall be required to lift or carry excessive weights. Any dispute about what constitutes "excessive weights" shall be referred to the Wages Board.

REST TIME.

21. A rest period of 10 minutes shall be allowed to all employees in the first half of each day or shift, at a time fixed by the employer: Provided that the time of taking the rest period may vary, at the option of the employer, as between employees and provided further, that employees shall not leave the department or section in which they are employed without the consent of the employer.

HEALTH OR HYGIENIC CONDITIONS.

22. (a) Every employer shall in each factory supply suitable dining-room accommodation.

(b) Every employer shall provide sufficient boiling water for employees at meal hours.

(c) Every employer shall supply drinking water in each department of the factory.

(d) Any employee engaged as calender hands, mill hands, compound hands, shall be provided with a lock-up cupboard, suitable baths or showers, and a changing-room.

(e) All dipping vats, excluding those containing latex and varnishing solutions, shall be provided with covers.

(f) Sifting boxes or machines shall be rendered reasonably dust proof.

(g) Hoods and exhaust flues shall be installed over all mixing mills, dry heaters, chalking or sifting machines, and buffs, provided that no hood or exhaust flue shall be required to be installed over any portable buff.

SICKNESS.

23. (a) Any employee may leave work at any time on account of occupational sickness or accident arising out of and in the course of his employment and shall be entitled to re-employment at the termination of the sickness or recovery from the accident: Provided that a satisfactory medical certificate, if called for, is produced to the employer or his representative at the time of application for re-employment, and provided that notice of his inability to work be conveyed to the employer within 48 hours of such inability arising.

(b) Any employee so leaving work for more than seven days may be required to give to his employer seven days' prior notice of his fitness to resume work.

(c) In no case shall an employee be entitled to re-employment in pursuance of this clause after the expiration of six months from the first notification of the sickness or the accident causing the absence.

(d) This clause shall apply only to employees who are entitled to benefits under the Workers' Compensation Act.

(e) Any employee injured on the employer's premises, whether the injury is incidental to his or her work or not, shall report such injury at a first-aid room or other appointed place before leaving the premises.

FIRST-AID ATTENDANT.

24. (a) First-aid appliances and a certified first-aid attendant shall be provided by employers at all factories, and where female employees are employed such first-aid attendant, or another first-aid attendant, shall be a female. Such female attendant may do other work.

(b) An employee appointed by the employer to render first-aid shall be paid the sum of 2s. for each day for which he is so appointed in addition to the wage rates prescribed by this Determination.

UNION DELEGATE.

25. (a) The general secretary or any branch secretary of the union, or any official thereunto, authorized by the union, shall not be prevented by any employer from visiting and conversing with the members of the union in the dining-room or waiting-room (where provided) at meal times, or before or after the hours of work.

(b) If any such official make himself objectionable to the employer or to any manager or foreman or employee, the right of such official to visit may be determined by the employer affected, and the union may substitute another official in his stead.

UNION BUSINESS.

26. Any member of the Federal Council of the Union or any member of the Committee of Management of any State branch thereof, may leave work to attend to the business of the union, provided that at least three days' notice of such intention shall have been given to the employer. Any employee so absent shall not be paid for the period of such absence.

NOTICE BOARD.

27. (a) A notice board shall be provided in the dining-room or in some other prominent position at the works.

(b) Any notice previously approved by the employer or his representative may be posted on such notice board.

(c) A copy of this Determination shall be posted and kept posted at the notice board provided pursuant to sub-clause (a) hereof not later than 28 days after the date of issue of such Determination.

WASHING TIME.

28. Persons employed on carbon black operations who are entitled to the special rate of 3s. per day prescribed by clause 4 of this Determination shall be allowed 10 minutes washing time at the end of each shift.

TRAVELLING TIME.

29. (a) Where an employee goes direct to a job away from his usual place of employment, all travelling time reasonably spent in excess of the time usually taken in travelling to and from his home to his usual place of employment shall be paid for at ordinary rates on all metropolitan and suburban work.

(b) On country work, travelling time outside ordinary working hours shall be paid for at ordinary rates with a maximum of 8 hours out of any period of 24 consecutive hours commencing at 8 a.m. on any day.

(c) Travelling time on Sundays and holidays shall be paid for at time and one half.

(d) All fares, board and lodging, and reasonable travelling expenses incurred whilst travelling shall be paid by the employer, provided that excess fares only shall be paid on all metropolitan and suburban work.

(e) If so directed, employees shall present themselves for work on outside jobs at the usual starting time and shall work up to the usual ceasing time.

PERIODICAL ADJUSTMENT OF WAGES.

30. The wages rates, set out in clauses 2 and 3, are based upon the following basic wage rates, and, pursuant to the provisions of Section 21 of the *Factories and Shops Act 1934*, the Board hereby determines that such rates shall be automatically adjusted as prescribed by clause 31.

Adult Male Employees.

(i) The minimum rate of wage to be paid to adult male employees shall be the rate ascertained in the following manner, namely:—Where the work is performed in the area or place mentioned in the first column of Table "A" hereunder written, the employee shall be paid the rate mentioned in the fourth column, together with the marginal difference and loading prescribed in the second and third columns respectively of Table "B" hereunder written.

TABLE "A."

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

Adult Females.

(ii) The minimum rate of wage to be paid to adult females shall be 75 per cent. of the "Total Basic Wage for Adult Males" as provided in Table "A" hereof, payable from time to time plus a loading at the rate of 5s. per week.

Juniors.

(iii) (a) The minimum rates of wages to be paid to juniors shall be calculated at the respective percentages of the appropriate "Total Basic Wage for Adult Males" as provided in Table "A" of clause 30 hereof, payable from time to time as set out hereunder:—

	Males.	Females.
Under 16 years of age	30	25
16 years of age	40	30
17 years of age	50	35
18 years of age	65	45
19 years of age	75	50
20 years of age	85	55

Adjustments in accordance with this clause shall be calculated to the nearest 3d., sums of 1½d. or less to be disregarded.

(b) In addition to the amounts payable under sub-clause (a) of this clause, there shall also be payable a loading at the rate of 3s. per week.

TABLE "B."

Adult Males.

(iv) Class of Work.	Second Column.	Third Column.
	Marginal Difference per Week. s. d.	Loading per Week. s. d.
<i>Plastic Section.</i>		
1. Operator on warming and/or masticating mill	13 0	6 0
2. Operator on mixing mill	20 0	6 0
3. Operator in charge of forcing or extruding machine	15 0	6 0
4. First assistant on Calender, 48 inches and over	17 6	6 0
5. First assistant on Calender under 48 inches	11 0	6 0
6. Operator in charge of Calender, 72 inches and under	29 0	6 0
7. Operator in charge of Calender over 72 inches	34 0	6 0
8. Plastic press operator, i.e., an operator of a press who is required to exercise a discretion as to all or any of the following matters, viz., kind or quantity of powder, pressure, temperature and time of curing	31 0	6 0
9. Plastic press operator (other)	18 0	6 0
10. Process worker, i.e., a person employed— (a) as operator of mixing machines (other than those in item 2), ball and grinding machines, laminating and impregnating machines, pelleting machines or cutting machines; (b) in the powder room	18 0	6 0
11. Employee engaged in any operation not set out above	7 0	6 0
<i>Casein Section.</i>		
12. Machinist, i.e., a person who is partly or wholly engaged in setting up and operating a lathe	31 0	6 0
13. Plastic press operator, i.e., an operator of a press who is required to exercise a discretion as to all or any of the following matters, viz.:—pressure, temperature and time of curing	31 0	6 0
14. Plastic press operator (other)	18 0	6 0
15. Process worker, i.e., a person engaged in the drying-room, on acid or formaldehyde baths on all classes of cutting machines, drum sanding machines, trapping machines, polishing machines, grinding machines, or injection machines	16 0	6 0
16. Employee engaged in any operation not set out above	7 0	6 0

ADJUSTMENT OF BASIC WAGE.

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

(b) Until the beginning of the first pay period to commence in February, 1949, the amounts of the basic wage shall be as prescribed in clause 30.

(c) During each future successive period beginning with the first pay period to commence in a 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.

P. A. RANGLES, J.P., Chairman.

J. V. WILLOX, Secretary.

Melbourne, 20th December, 1948.



VICTORIA
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[1949

Factories and Shops Acts.

DETERMINATION OF THE GLASSWORKERS BOARD.

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

IN accordance with the provisions of the Factories and Shops Acts, the Wages Board appointed to "determine the lowest prices or rates which may be paid to any person or persons or classes of persons employed in the process, trade, or business of (a) glass-blowers; (b) glass-moulders; (c) a maker of all kinds of glass utensils (except cut-glass utensils), including glass bottles, glass jars, glass jugs, glass globes, tumblers, salt cellars, and vials, has made the following Determination, viz. :—

1. That, on the 16th December, 1948, the last previous Determination of this Board shall be revoked and replaced by this Determination.

2.

FLINT GLASS SECTION.

Apprentices.	Wages per Week.	Improvers.		
		Improvers other than Flint Improver Blowers.	Wages per Week.	Flint Improver Blower. Wages per Day of 8 Hours.
	<i>s. d.</i>		<i>s. d.</i>	<i>s. d.</i>
1st year's experience ..	62 6	1st year's experience ..	57 0	26 8
2nd " " " ..	70 6	2nd " " " ..	75 9	
3rd " " " ..	81 0	3rd " " " ..	87 6	
4th " " " ..	90 0	4th year's experience and until reaching the age of 21 years	102 9	
5th " " " ..	97 6			
and thereafter the minimum adult wage or piecework price				

Proportion (in any Place).

One apprentice and one improver, or two apprentices or two improvers to every three or fraction of three persons receiving not less than the minimum adult rate.

JUVENILE WORKERS (as defined in Clause 21).

Males.	Wages per Week.	Females.	Wages per Week.
	<i>s. d.</i>		<i>s. d.</i>
Under 16 years of age	34 0	Under 15 years of age	30 6
16 years, but under 17 years of age	38 3	15 years, but under 16 years of age	32 3
17 " " " 18 " "	49 3	16 " " " 17 " "	42 3
18 " " " 19 " "	68 3	17 " " " 18 " "	46 6
19 " " " 20 " "	80 0	18 " " " 19 " "	50 3
20 " " " 21 " "	91 0	19 " " " 20 " "	58 6
		20 " " " 21 " "	67 0

and thereafter the minimum adult wage or piecework price.

Juveniles employed as "carriers-in" or "mould boys" shall be paid a margin of 5s. per week in addition to their ordinary rate.

and thereafter the minimum wage payable to adult females.

NOTE.—In accordance with the provisions of section 40 of the Factories and Shops Acts, no female under the age of 18 years shall be employed in a part of a factory in which the process of melting or annealing glass is carried on.

3.

WAGES FOR ADULTS (OTHER THAN GLASSWORKERS).

	Per Week.
	£ s. d.
Furnacemen	7 7 6
Lehr attendants	6 18 0
Stickers-up to melter press shop (3 stickers-up)	7 6 6
When only two stickers-up are working in a shop they shall be paid an additional 5s. per shift	
Operators on dip and blow and Y machines	6 18 0
Crackers-off on Dip and Blow and Y machines	6 18 0
Melters on side Lever press glazers and battery jar press	7 0 6
Ball blowers 1st year	6 18 0
Ball blowers 2nd year	7 5 6
Ball blowers 3rd year	7 13 0
Taker-cut on side lever press	7 0 6
Assistants to journeymen	6 13 0
<i>Auxiliary to Glass Manufacture.</i>	
Batch mixers	7 5 0
Batch mixers' Assistants	6 19 0
Handlers of raw materials (as defined)	6 18 0
Packers performing any part of the operation of packing ware in straw and headed-up packages	7 9 0
Packers doing other packing (as defined)	6 17 0
Packers doing nested cartons (as defined)	6 17 0
Packers doing partitioned cartons (as defined)	7 2 0
Headers-up packed case	6 17 0
Warehouse Assemblers	6 17 0
Warehousemen	6 18 6
Loaders in delivery section	7 6 0
Stackers in delivery section	7 2 0
Sorters	7 4 0
Mould paster	7 2 0
<i>Glass Finishing and Decorating Section.</i>	
Grinders and polishers on flat and upright wheels	6 17 0
Cutters-off	6 17 0
Operators on glazing machines	6 17 0
Operators on searing-off machines	6 19 0
Operators on sandblast booth	7 8 0
Acid dippers	7 1 0
Glisters colour handlers	7 1 0
Sprayer	7 6 0
Other adult labour except where hereafter specified	6 13 0

Adult Glassworkers.

When adult glass workers are employed on time rates, they shall, subject to the provisions hereunder mentioned, receive the following minimum rates, namely :—

Journeymen.	Per Day.
	s. d.
Blowers—	
12" and under	36 2
Over 12" and up to 18"	39 1
Over 18"	44 1
Press workers—	
Press workers on general ware up to 2 lb.	33 11
Press workers on general ware 2 lb. to 5 lb.	34 11
Press workers on general ware over 5 lb.	35 11
Dip mould workers—	
Blowers	33 5
Gatherers	33 5

Allowance for Skilled Glassworkers.

addition to the rates prescribed herein, skilled glassworkers shall receive the following :—

When employed on regular day shift, an additional 10 per cent. of such earnings.

When employed on alternating day and afternoon shift, an additional 5 per cent. of such earnings.

When employed on rotating day, afternoon and night shift, an additional 3½ per cent. of such earnings.

SHIFT WORK.

(a) All employees (other than skilled glassworkers) shall receive the following shift allowance in addition to their ordinary rates :—

When employed on alternating day and afternoon shift	6s. per week.
When employed on rotating day, afternoon and night shift	8s. per week.
When employed on continuous shifts	8s. per week.

When such shift worker works more than one week on day shift, he shall not receive any shift allowance payment after the first such week.

(b) For all ordinary work performed between the hours of 7 a.m. on Saturday and 7 a.m. on Sunday, shift workers shall be paid at the rate of time and a quarter; such rate shall be substituted for and not cumulative upon any extra rates otherwise prescribed.

CONSTITUTION OF SHOPS.

5. (a) Flint blow and plain opal shops shall consist of:—

- (1) Ball blower, and/or gatherer, blower, and all necessary assistants; or
- (2) Ball blower, gatherer, blower, and all necessary assistants; or
- (3) Ball blower, two blowers, and all necessary assistants;

and shall be constituted in any of the foregoing ways at the discretion of the employer.

(b) Opal-cased shops shall consist of:—

- (1) One blower shop—Flint ball blower, opal ball coverer, and one blower to gather and blow his own ware; or
- (2) Two blower shop—Flint ball blower, opal ball coverer, and two blowers to gather and blow their own ware.

(c) Cylinder shop may be constituted in any one of the following ways:—

- (1) One junior ball blower, one cylinder blower, and all necessary assistants; or
- (2) One junior ball blower, one senior ball blower, one cylinder blower, and all necessary assistants; or
- (3) One junior ball blower, two cylinder blowers, and all necessary assistants.

HOURS.

6. (a) The ordinary hours of sorters, packers, batchmixers, and their assistants, labourers, and all other employees (other than furnacemen, glassworkers, and their assistants) shall not exceed 40 per week to be worked in five and a half days per week, the daily hours to be not more than 8 hours on Monday to Friday inclusive, to be worked between 7 a.m. and 5 p.m. with an interval of 45 minutes for a meal, and not more than 4 hours on Saturday, to be worked between 7 a.m. and 12 noon.

(b) The ordinary hours of furnacemen shall be 40 per week, or, when shifts are worked, not more than 160 spread over a period of four weeks, and not more than eight hours to be worked in any one shift, shifts to rotate between furnacemen. All time worked in excess of these hours shall be deemed to be overtime, except so far as such excess is due to an arrangement between the furnacemen themselves, or is necessary for effecting periodical rotation of shifts.

(c) The hours of three-shift-workers shall not exceed a total of 125 spread over a period of three weeks nor more than 45 in any one week.

(d) The ordinary hours of glassworkers and their assistants (other than shift-workers) shall be 40 per week.

(e) The ordinary hours of two-shift glassworkers shall be worked as follows:—

Morning Shift.—Mondays to Fridays inclusive .. 7 a.m. to 3.30 p.m. with an interval of half an hour for a meal.
Saturdays 7 a.m. to 11 a.m.
Afternoon Shift.—Mondays to Fridays inclusive—3.30 p.m. to 11.30 p.m. with an interval of half an hour for a meal.

BASIS OF PAYMENT OF SKILLED GLASSWORKERS.

7. Piecework shall be the basis of payment for skilled glassworkers, but in cases where employees earn less than the time rate per day through their own fault, such as producing bad work or not producing sufficient work to enable them to earn the time rate while conditions in the factory are satisfactory, they shall only receive the amount they earn on the piecework rate; but if through any fault of the employer the employees are prevented from earning the time rate, plus 6 per cent. on the piecework rate of eight hours, they shall be paid at the time rate, plus 6 per cent.

BASIS FOR FIXING OF PIECEWORK PRICES.

8. (a) The Board determines that any employer may fix and pay piecework prices for any article to adult skilled glassworkers of average capacity employed in the flint section of the industry, provided such prices enable the said adult skilled glassworkers to earn at least the minimum daily rate prescribed for their respective classifications with the addition of 12½ per cent.

(b) A schedule of such piecework prices shall be posted in the factory in such a position as to be accessible to and easily read by persons employed therein. If any group or groups of employees in the factory are dissatisfied with the piecework prices so exhibited and the employer and a representative of the Union fail to reach agreement they shall have the right of appeal to the Wages Board with a view to having the matter investigated.

MIXED FUNCTIONS.

9. Where employment involves functions of a mixed character, and an employee is employed for sixteen hours in any one week on work for which a higher rate of pay is prescribed by this Determination than the rate prescribed for the work which he usually does, the minimum rate to be paid to such employee shall be calculated for the week as if he performed such only of the functions as are represented by the highest rate, but, if employed for less than sixteen hours on such higher class of work, he shall be paid the rates prescribed by this Determination for the work he actually does from time to time. This clause shall not apply to skilled glassworkers.

ENGAGEMENT AND TERMINATION OF EMPLOYMENT.

10. (a) All employment shall be by the week.

(b) An employee desirous of terminating his service with an employer shall terminate such service only on a Saturday of each week, and shall give his employer notice of such intention on or before 5 p.m. on the Monday prior to the date of termination of such service. In the event of an employee failing to comply with the conditions contained in this clause, two days pay shall be deducted from his pay by the employer.

(c) An employer desirous of terminating the services of an employee shall terminate his services only on a Saturday, and he shall give such employee notice of his intention to terminate such service not later than 5 p.m. on the Monday prior to the date of the termination of such service. In the event of the employer failing to comply with the conditions contained in this clause, two days' pay shall be paid to the employee by the employer.

Provided that in the event of a tank going out of commission for repairs at any time, the employees actually engaged on such tank, and thereby thrown out of work, shall receive one clear week's notice from the employer of his intention to dispense with their services; during the currency of which notice they may be required to do other work on the premises or, at the option of the employer they may be paid one week's wages in lieu of such notice.

Provided further that nothing in this clause shall be applicable to cases of termination of services of employees for misconduct or incompetence justifying their instant dismissal.

SICK PAY.

11. (a) Any person who does not attend for duty shall not be paid for the actual time lost; provided, nevertheless, that if he produces or forwards within 24 hours of the commencement of his non-attendance, evidence satisfactory to the employer that such non-attendance was reasonable because of his own ill-health due to any cause other than his own misconduct, he shall receive the benefit of the next succeeding sub-clause hereof.

(b) In the case of any such person who has been employed by any one employer for a period of not less than one calendar month, if his non-attendance is in manner aforesaid shown to be reasonable because of his own ill-health, such person shall receive payment in wages in respect of six, but not more than six days in all of such non-attendance in each year of his employment by such employer.

(c) For the purpose of sub-clause (b) an employee whose employment ceases because of a furnace going out of commission, and who resumes his employment within three days of the said furnace restarting, shall be deemed to have been constantly employed in the interval between such cessation and restarting.

OVERTIME.

12. (a) All time worked in excess of 40 hours per week (except in the case of pieceworkers) shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

(b) For all overtime worked on Sundays or holidays by furnacemen or furnacemen's assistants, they shall receive an additional payment at the rate of half time over and above that provided for in sub-clause (a) hereof.

(c) Overtime shall not be paid where men work in excess of eight hours per day in effecting their change of shifts.

SUNDAY AND HOLIDAY RATES.

13. (a) For all time worked on Sundays and specified holidays payment shall be made at double rates, except in the cases of furnacemen and furnacemen's assistants.

(b) All ordinary time worked by furnacemen and furnacemen's assistants on Sundays and specified holidays, shall be paid for at the rate of time and a half.

HOLIDAYS.

14. (a) All employees other than furnacemen and furnacemen's assistants shall receive the following holidays without deduction of pay:—New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Labour Day, Anzac Day, King's Birthday, Christmas Day, Boxing Day, and Melbourne Cup Day.

(b) Where by reason of any of the said named holidays falling on a Sunday, or by reason of any other cause any other day is observed as a public holiday in lieu of any of the said named holidays in sub-clause (a) hereof, then this clause shall read as if such other day were included herein, instead of the said named holiday, but not so as to increase beyond eleven the number of holidays such employees shall receive by reason of this sub-clause.

(c) In the case of shift work a holiday or holidays (as the case may be) shall not begin until the end of the last shift commenced on the day immediately preceding the holiday or holidays, and shall not end until the beginning of the first shift commenced on the day immediately succeeding the holiday or holidays.

(d) No employee shall receive pay for any holiday not worked if he fails otherwise than for reasonable cause to work during his usual working hours on the day or shift immediately preceding, and also on the day or shift immediately following such holiday.

(e) Where any person who has been employed by an employer for a period of three months or more immediately preceding the termination of the said person's services within the seven days immediately preceding any of the holidays named in sub-clause (a) hereof, for any cause not being his own default or misconduct sufficient to justify the termination of the said person's services such an employee shall receive payment for the aforesaid holiday as if his employment had continued so as to include such holiday.

ANNUAL HOLIDAY.

15. (a) The annual holiday for an employee on weekly hiring, or a casual employee, shall be as prescribed by the provisions of the *Factories and Shops (Annual Holidays) Act 1946* and any amendments which may be made thereto from time to time.

(b) In addition to the above, continuous shift workers, that is shift workers who are rostered to work regularly on Sundays and holidays, shall be allowed for each twelve monthly qualifying period one week's leave including non-working days.

(c) Where an employee with twelve months' continuous service is engaged for part of the twelve-monthly period as a continuous shift worker, he shall be entitled to have the period of two weeks' annual leave prescribed by the said Act increased by one half day for each month he is continuously engaged as aforesaid.

(d) If in any twelve-monthly qualifying period a continuous shift worker lawfully leaves his employment or his employment is terminated by the employer through no fault of the employee, the employee shall be paid, in addition to all other amounts (including any payment in lieu of annual leave as prescribed by sub-clause (a) hereof) due to him, an amount equal to one-fiftieth of his ordinary pay for the period of employment as a continuous shift worker.

TEA MONEY.

16. Any employee required to work more than one hour's overtime after the completion of a shift shall, in addition to overtime payment, be paid 1s. 6d. tea money in the case of adults and 1s. in the case of juveniles; unless notified the previous day that they would be required to work such overtime. If, having been notified accordingly, their services are not required they shall still be entitled to the payment of such tea money.

MOULDS AND GEAR.

17. Suitable moulds and all gear other than artisans' tools required by the employees to perform their work shall be supplied by the employer.

REPACKING GAS CHAMBERS.

18. Employees shall repack chambers while furnaces are under fire at any time when called on to perform this work, and they shall be paid 6s. 7 1/11d. per hour for all time engaged on such work. If the work is performed on any specified holiday, they shall be paid the above rates in addition to their ordinary pay. Overtime and mixed-function clauses do not apply.

PAY DAY.

19. All wages shall be paid on Friday night, but the employer may pay individuals on Saturday.

REST PERIOD.

20. All glassworkers and their assistants shall receive ten minutes rest period during the first and second half of each shift without deduction of pay.

COLD WATER.

21. An adequate supply of cold water shall be maintained at each furnace for the use of the employees.

CHANGE ROOM AND LOCKERS.

22. (a) Change rooms—the employer shall provide suitable accommodation for employees to change and keep a change of clothing on the premises, and shall provide hot shower baths for employees.
 (b) Suitable and sufficient lockers shall be provided for each shop to enable the employees to lock up their clothes and gear.

DEFINITION.

23. "Juvenile workers" are persons under 21 years of age (other than apprentices or improvers) employed "cleaning," "packing," "wrapping," or as "Carriers In" or "Mould Boys," or "Melting and Cutting," or in other work of a like nature.
 "Handlers of raw materials," shall mean employees handling lime, felspar and other bagged or heavy raw materials other than soda ash.
 "Packers doing other packing" shall mean employees packing ware into containers without nested straw.
 "Packers on partitioned cartons" shall mean employees using cartons in which the article is placed in the container and nested with some form of cushioning material.
 "Packers on nested cartons" shall mean employees using cartons in which each article is placed in an individual container.

MELTED AND COLD LEHR WORK.

24. All properly made work that is melted in the lehr or broken through the lehr being cold shall be paid for in full by the employer.

BAD METAL.

25. Employers shall report to the employee in charge of the shop all bad metal, and, if the employee in charge allows the employees to continue working the metal all good ware made shall be paid for in full by the employer.

SORTING WARE.

26. (a) All ware other than opal ware that does not require "cutting off" shall be sorted at the lehr, or kiln and all work passed by the sorter shall be paid for by the employer at full rates.
 (b) All ware requiring to be "cut off" other than dip blown ware shall be sorted at the "cutting off" bench, and all good ware broken in "cutting off" shall be paid for by the employer.
 (c) All dip blown ware shall be sorted after glazing and all good ware broken in "cutting off", grinding or glazing shall be paid for by the employer.
 (d) Blowers shall be paid for "uncut" work stored after reasonable time has been allowed for "cutting off".

GLASS BOTTLE SECTION.

1. JUNIOR MALES—WAGES PER WEEK.	OTHER JUNIOR MALES—WAGES PER WEEK.
(a) Employed around the feeders.	<i>s. d.</i>
(b) Employed in the manufacturing section, but not employed in the yard.	<i>s. d.</i>
15 years of age	Under 16 years of age 17 6
16 years of age	Over 16, but under 17 years of age 22 6
17 years of age	Over 17, but under 18 years of age 30 0
18 years of age	Over 18, but under 19 years of age 37 6
19 years of age	Over 19, but under 20 years of age 45 0
20 years of age	Over 20, but under 21 years of age 55 0
and thereafter the minimum wage or piecework price.	and thereafter the minimum wage or piecework price.

Note.—No junior of less than 18 years of age shall be permitted to truck more than one crate of bottles at one time.

2. ADULTS (OTHER THAN SKILLED GLASSWORKERS).	Wages per Week.
	<i>£ s. d.</i>
Furnacemen	6 5 0
Salt cake burners	6 5 0
Lehrmen	5 19 6
Batchmixers when the batchmixing is done with lime in pits beneath the surface of the ground	5 19 6
Salt cake burners' assistants	5 19 6
Packers packing in bags or straw	5 18 6
Sorters	5 18 6
Lister truck hands and assistants	5 17 6
All others	5 16 0

NOTES.

- (1) Furnacemen or furnacemens' assistants attending boilers in addition to their ordinary work shall be paid 1s. per day above their ordinary rates of pay, but no furnaceman or assistant shall attend any boiler that provides steam for driving machinery.
 (2) Salt cake burners' assistants shall receive an additional 5 per cent. on their weekly wage when employed on afternoon or night shift.
 (3) Salt cake burners and salt cake burners' assistants shall receive one pint of milk per day.
 (4) Employees engaged in carrying or stacking ash or lime in bags shall be paid an allowance of 3d. per hour whilst so engaged.

3. Watchers, moppers-out, and attendants on automatic feeders and machines, shall be paid the following bonuses in addition to the minimum wage:—

Single Feeders—Operators—

- Up to 2-oz. weight (excepting 1-oz. essence and 1-oz. vials), 2d. per gross over 50 gross drawn per shift.
- Over 2-oz. to 4½-oz. weight, 2d. per gross over 40 gross drawn per shift.
- Over 4½-oz. to 8½-oz. weight, 2d. per gross over 30 gross drawn per shift.
- Over 8½-oz. to 12-oz. weight, 2d. per gross over 24 gross drawn per shift.
- Over 12-oz. to 16-oz. weight, 2d. per gross over 18 gross drawn per shift.
- Over 16-oz. to 28-oz. weight, 2d. per gross over 14 gross drawn per shift.
- Over 28-oz. to 32-oz. weight, 2d. per gross over 12 gross drawn per shift.
- 4-lb. and 5-lb. lolly jars (including aridors), 3d. per gross.
- 1-oz. essence and 1-oz. vials, 2d. per gross over 70 gross drawn per shift.

Agee Mason, Agee specials, Fowlers, and similar wide-mouth jars to pay the foregoing bonus, but numbers to be reduced by 2 gross on the above weights.

Moppers-out—

Operator mops out.

Attendants—

Where two attendants are on a single machine, one-quarter on and one-quarter off, they shall divide two-thirds of the operator's bonus.

Note.—"Attendants" mean "Taker-in" and when required, "Taker-out" and "Transferer."

Double Feeders—Operators—

- Up to 8½-oz. weight but including 10-oz. tomato sauce, 1½d. per gross over 20 gross drawn-off each machine per shift.
- Over 8½-oz. up to 16-oz. weight, 1½d. per gross over 16 gross drawn-off each machine per shift.
- Over 16-oz. up to 28-oz. weight, 1½d. per gross over 12 gross drawn-off each machine per shift.
- But quart beers, lagers, wines, and whiskies, 1½d. per gross over 20 gross drawn-off each machine per shift.

Three Feeders—Operators—

Quart beers, lagers, wines and whiskies, 1½d. per gross over 22 gross drawn-off each machine per shift.

Mopper-out—

Same as operator.

Attendants—

To divide equally three-quarters of operator's bonus.

Note.—"Attendants" mean "Taker-in" and when required, "Taker-out" and "Transferer."

The above bonuses shall remain in force for a period of twelve months at least and thereafter until an alteration is agreed upon by the employers and the employees.

There shall be three attendants employed to every two jobs on machines worked under automatic feeders.

RATES FOR STOPPER-PRESSERS.

4. Stopper-pressers shall be paid not less than the minimum wage, but when working piecework, the following rates are to be paid:—

- Pint sauce and flask stoppers, 4d. per gross per machine.
- Quart sauce and flask stoppers, 5d. per gross per machine.
- Winchester stoppers, up to 20 oz., 9d. per gross per machine.
- Winchester stoppers, over 20 oz., 1s. 6d. per gross per machine.

TIME LOST DURING SHIFT.

5. When skilled pieceworkers cease work during the currency of a shift of their own account and without the authority of their employers, the employers shall not be liable for any time lost by the attendants on such skilled workers who become idle through the action of such skilled workers.

OVERTIME.

6. (a) For all time worked in excess of the prescribed number of hours to be worked or outside the prescribed range or spread of hours to be worked, payment shall be made in respect of each day at the rate of time and a half for the first two hours, and of double time for the succeeding hours.

Work done in such excess or outside time is to be deemed to be overtime work within this clause.

For all overtime work required, the employer shall endeavour to obtain the additional labour so required. In the event of such labour not being available, all employees shall work such overtime as they are called upon to perform, provided that in respect of any such work whether done by the additional labour (referred to herein) or otherwise, if such employees consider that the working of such overtime was not reasonably necessary for the carrying on of the business, they may refer the question to the Secretary for Labour who shall decide the matter, and in the event of the Secretary for Labour deciding that the working of the overtime was not so necessary, the employees who worked it shall be paid therefor double the amount that would otherwise be payable.

(b) Furnacemen and furnacemen's assistants shall be paid for all time worked in excess of the prescribed daily hours at the rate of time and a half for the first two hours, and double time for any succeeding hours.

(c) For all overtime worked on Sundays or holidays by furnacemen and furnacemen's assistants they shall receive an additional payment at the rate of half-time over and above that provided for in sub-clause (b) hereof.

(d) Overtime shall not be paid where men work in excess of eight hours per day in effecting their change of shifts.

(e) For work performed during meal times, employees shall receive an extra rate of half-time whilst so employed.

(f) All adults, except shift-workers, shall receive a meal allowance of 1s. 6d. when working overtime of one hour or longer.

SUNDAYS AND HOLIDAYS.

7. (a) For all time worked on Sundays and specified holidays, payment shall be made at double rates, except so far as furnacemen and furnacemen's assistants are concerned.

(b) For all ordinary time worked by furnacemen and furnacemen's assistants on Sundays or specified holidays, they shall be paid at the rate of time and a half.

(c) When the employer requires any work to be done on a Sunday by employees whose ordinary working week does not comprise Sunday, if such employees consider that the doing of such work on the Sunday was not reasonably necessary for the carrying on of the business, they may refer the question to the Secretary for Labour, who shall decide the matter, and in the event of the Secretary for Labour deciding that the doing of the work on the Sunday was not so necessary, the employees who did it shall be paid therefor double the amount that would otherwise be payable.

PAYMENT DURING REPAIRS TO FURNACE.

8. In the event of a furnace going out for repairs, and of the furnacemen being employed at the repairing of same, they shall be paid their ordinary rates of pay for the first three weeks they are employed repairing, after which they may be employed as labourers and paid ordinary labourer's wages.

ANNUAL LEAVE.

9. Furnacemen and furnacemen's assistants shall be allowed seven days' annual leave on full pay.

When a furnacemen or furnacemen's assistant has been employed for six months or more, he shall be entitled to proportionate holidays.

PROVISION OF FURNACEMEN'S ASSISTANTS.

10. Where necessary, furnacemen's assistants shall be provided for all furnacemen on gas furnaces, excluding automatic gas producers and direct fire furnaces.

REPACKING GAS CHAMBERS.

11. Employees shall repack chambers while furnaces are under fire at any time when called on to perform this work, and they shall be paid 6s. per hour for all time engaged on such work. If the work is performed on any specified holiday, they shall be paid the above rates in addition to their ordinary pay. Overtime and mixed-function clauses do not apply.

EMPLOYEES ENGAGED IN POT SETTING.

12. Employees engaged in pot setting shall be paid 1s. per hour in addition to their ordinary rates of pay whenever this class of work is performed, and shall perform same in any part of the week when called upon to do so.

MIXED FUNCTIONS.

13. Where employment involves functions of a mixed character, and an employee is employed for sixteen hours in any one week on work for which a higher rate of pay is prescribed by this Determination than the rate prescribed for the work which he usually does, the minimum rate to be paid to such employee shall be calculated for the week as if he performed such only of the functions as are represented by the highest rate, but if employed for less than sixteen hours on such higher class of work he shall be paid the rates prescribed by this Determination for the work he actually does from time to time. This clause shall not apply to skilled glassworkers.

WAGES OF CARTERS INSIDE WORKS.

14. When employees are engaged in driving single-horse vehicles inside the works, they shall receive the wages fixed by this Determination or the wages fixed by the Determination of the Carters and Drivers Board for carters and drivers generally for similar work, whichever is the higher.

ENGAGEMENT AND TERMINATION OF EMPLOYMENT.

15. (a) Employees shall be engaged by the week and paid weekly, a week's notice to be given by employer or employee to terminate employment, or in lieu of such notice a week's wages to be paid except by mutual consent of both parties. Notice to be given not later than Monday at noon, the week to terminate at end of Friday's shift. In the event of a furnace going out for repairs at any time, skilled workers who are thereby thrown out of employment shall be entitled to receive one clear week's notice dispensing with their services; during the currency of such notice they may be required to do other work available on the premises, for which they shall be paid a wage not less than the basic wage. This clause shall apply to skilled glassworkers only.

(b) An employee desirous of terminating his service with the employer shall terminate such service only on Saturday of each week, and shall give his employer notice of his intention to terminate such service on or before 5 p.m. on the Monday prior to the date of termination of such service, or in lieu thereof, one week's pay shall be deducted from his pay by the employer. Any employer desirous of terminating the service of the employee, shall terminate his service only on Saturday, and he shall give the employee notice of his intention to terminate such service on or before 5 p.m. on the Monday prior to the termination of such service, or in lieu thereof, one week's pay shall be paid to the employee by the employer. Provided that in the event of a tank going out for repairs at any time, the machine hands thereby thrown out of work, shall receive one clear week's notice dispensing with their services as machine hands during the currency of which notice they may be required to do other work on the premises, or at the option of the employer, they may be paid one week's wages in lieu of such notice. Provided further that nothing in this clause shall apply to cases of termination of services of employees for misconduct or incompetence justifying their instant dismissal. This clause shall not apply to skilled glassworkers.

LOSS OF TIME THROUGH SICKNESS.

16. (a) Any weekly employee not attending for duty shall lose his pay for the actual time lost. Provided, nevertheless, that if he produces or forwards within 24 hours of the commencement of the non-attendance evidence satisfactory to the employer or to the Secretary for Labour that his non-attendance was reasonable because of his own ill-health, due to any cause other than his own misconduct, he shall be entitled to the benefit of the next succeeding sub-clause hereof.

(b) In the case of any such employee who has been employed in a particular business not less than one calendar month, if his non-attendance is in manner aforesaid shown to be reasonable because of ill-health, he shall be entitled to payment of wages in respect of six, but not more than six, days in all of such non-attendance in each year of his employment in such business.

17. For the purpose of clause 16 (b) of this Determination, an employee, whose employment ceases because of a furnace going out of commission, and he resumes his employment within three days of the furnace restarting, shall be deemed to have been constantly employed in the interval between such cessation and restarting.

This clause shall not apply to skilled glassworkers.

HOLIDAYS.

18. (a) All employees other than furnacemen and furnacemen's assistants shall be allowed the following holidays without any deduction of pay:—New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Labour Day, Anzac Day, King's Birthday, Christmas Day, Boxing Day, Melbourne Cup Day.

(b) Where by reason of any of the said-named holidays falling on a Sunday, or by reason of any other cause, any other day is observed as a general holiday in lieu of any of the said-named holidays, then this clause shall be read as if such other day were included herein instead of the said-named holiday, but not so as to increase beyond eleven the number of holidays to be allowed by reason of this clause.

(c) In the case of shift work a holiday or holidays (as the case may be) shall not begin until the end of the last shift commenced on the day immediately preceding the holiday or holidays, and shall not end until the beginning of the first shift commenced on the day immediately succeeding the holiday or holidays.

(d) No employees shall be entitled to be paid for any holiday not worked if he fails otherwise than for reasonable cause to work during his usual working hours on the day or shift immediately preceding and on the day or shift immediately following such holiday.

(e) Where any person who has been employed by an employer for a period of three months or more immediately preceding the termination of the said person's services within the seven days immediately preceding any of the holidays named in sub-clause (a) hereof for any cause not being his own default or misconduct sufficient to justify the termination of the said person's services, such employee shall receive payment for the aforesaid holiday as if his employment had continued so as to include such holiday.

TIME-BOOK.

19. Employers shall provide a time-book in each glass works. Such time-book shall be entered up in ink and shall contain a correct account of the hours worked and the wages received by each employee. Employees shall make all such records whether by time clock or otherwise as shall be reasonably necessary to enable employers to keep such correct records. The time occupied by employees in filling in any time-books or cards or in making any record shall be treated as time of duty, except that occupied in checking in or out at the beginning or end of duty, which checking shall be done in the employee's own time.

INSPECTION OF TIME-BOOK.

20. (a) The Secretary, Assistant Secretary or Organizer of the Australian Glass Workers Union, duly authorized in writing under the seal of the said Union, shall have access to the record of times recorded by the employees and the wages paid for a period of two months prior to date of inspection, provided that such inspection shall be made during the office hours of the factory and not more than once in any fortnight. Authority shall be produced to the employer on demand.

(b) On each works reasonable facilities shall be afforded members and officers of the Union for the necessary work in connexion with the above, and the Union shall be permitted to post notices on a notice-board in the works in a reasonable manner.

SHELTER SHEDS FOR FURNACEMEN AND OTHERS.

21. Shelter sheds shall be provided over gas-tank producers for shelter of furnacemen, and all other employees shall be protected from the weather during the course of their duties as far as practicable.

FACILITIES FOR KEEPING CHANGE OF CLOTHING.

22. Employers shall supply suitable places for furnacemen, furnacemen's assistants and continuous night-workers to keep a change of clothing on the works, and shall provide adequate hot shower baths for the use of employees.

PAYMENT OF WAGES.

23. Wages shall be paid on Friday night, but the employer may pay individuals on Saturday.

RESPONSIBILITY FOR WARE AFTER IT HAS BEEN STORED.

24. Workmen cannot be held responsible for ware after it has been stored.

COMPULSORY APPRENTICESHIP AND LIMITATION OF APPRENTICES.

25. Of the apprentices put down to the trade, 75 per cent. shall be apprenticed hand-blowing and 25 per cent. to the machines.

INTOXICATING LIQUORS.

26. No intoxicating liquors shall be allowed on the premises without permission.

HOURS.

27. A. (a) The maximum number of hours that shall constitute a week's work for the employees specified in clauses 1 and 2 shall be 44, to be worked in either 5 days or 6 days at the option of the employer.

(b) The hours for stopper pressers shall be the same as the hours for glassworkers.

(c) Transferors, takers-out, takers-in, mould-shutters, and snappers-up shall commence work 15 minutes earlier than the glass-workers in order to prepare the shops for work.

(d) The hours of watchers and all labour employed around the Hartford-Fairmont feeders and any other glass-producing machines shall be worked in shifts as follows:—

(1) Morning shift from 7 a.m. to 3 p.m. Monday to Friday inclusive, and from 7 a.m. to 12 noon on Saturday (45 hours per week).

(2) Afternoon shift from 3 p.m. to 11 p.m. Monday to Friday inclusive (40 hours per week).

(3) Night shift from 11 p.m. to 7 a.m. Monday to Friday inclusive (40 hours per week).

Provided that persons employed around the Hartford-Fairmont feeders or any other glass-producing machines may be required to start work at 6 a.m., but not before 6 a.m., on Mondays and the day following a holiday to get feeders and machines in going order so that other employees may start work and the production commence at the ordinary starting time subject to the condition that all time worked by such persons between 6 a.m. and 7 a.m. shall be paid for at the overtime rate of time and a half.

(e) If artificial light adequate for the work be furnished, sorters and truckers attendant upon sorters may be employed in shifts throughout the day and night from 8 a.m. on Mondays to noon on Saturdays.

If the adequacy of such artificial light be questioned, work shall not be discontinued, but the matter shall be referred to the Secretary for Labour.

(f) The ordinary hours of work (exclusive of meal times) on such shifts shall be, but shall not exceed, 44 per week on any shift.

(g) The workers on any such shift not wholly worked between 8 a.m. and 6 p.m. shall be entitled to receive extra payment at the rate of 5 per cent.

(h) Sorters may be employed on other work during the working hours of their shift, but shall be paid not less than they would be entitled to if engaged on sorting throughout the shift.

(i) Such shifts shall rotate each week.

B. (a) The ordinary hours of duty of furnacemen and furnacemen's assistants shall not exceed an average of 44 hours per week to be worked in shifts not exceeding eight hours each, including crib time reckoned as part of working time, such shifts to be distributed as the employer chooses but so as to make an aggregate shift-time on duty not exceeding 176 hours in each period of four weeks. All time worked in excess of eight hours on any day shall be deemed overtime except so far as the excess is owing to arrangements between the employees themselves, or is necessary for effecting periodical rotation of shifts. Shifts shall rotate among furnacemen and furnacemen's assistants.

(b) Where fillers-on are used, they shall work the same hours and receive the same wages and conditions as furnacemen, but must qualify so as to be able to take charge of producers in cases of emergency.

C. Notwithstanding anything in this Determination, batchmixers, and/or glasscrushers, and/or salt cake furnacemen and attendants, and/or sand-washing machine attendants, and/or bottle-washing machine attendants and loaders for delivery purposes may, if an employer so choose, be worked in shifts as follows:—

(1) Morning Shift—from 7 a.m. to 3 p.m. Monday to Friday inclusive, and from 7 a.m. to noon on Saturday (45 hours per week).

(2) Afternoon Shift—from 3 p.m. to 11 p.m. Monday to Friday inclusive (40 hours per week).

(3) Night Shift—from 11 p.m. to 7 a.m. Monday to Friday inclusive (40 hours per week).

(4) Such shifts shall rotate each week.

(5) The workers on the afternoon shift and night shift shall receive extra payment at the rate of 5 per cent.

D. The ordinary hours of work for skilled glassworkers and their assistants shall be as follows:—

- (1) Morning Shift—from 7.30 a.m. to 5.15 p.m. with an interval for a meal.
- (2) Night Shift—from 7.40 p.m. to 5 a.m. with an interval for a meal.

Provided that employers may at times when the prospects or demands of business justify, put on a third shift to complete 24 hours' work per day for a period of not less than six months, in which case the hours will be:—

- (1) First Shift—from 7 a.m. to 3 p.m. Monday to Friday inclusive.
- (2) Second Shift—from 3 p.m. to 11 p.m. Monday to Friday inclusive.
- (3) Third Shift—from 11 p.m. to 7 a.m. Monday to Friday inclusive.

SKILLED GLASSWORKERS—BOTTLE SECTION—PIECEWORK.

INSPECTION OF BOTTLES.

28. All bottles put out shall be inspected by a factory committee, if necessary, on behalf of the men, who shall decide with the manager of the works as to what rate such bottles shall be paid, or whether broken down. The bottles to be sorted within 24 hours after coming through the Lehr, excepting when prevented by holiday or exceptional circumstances.

BAD METAL.

29. (a) When in the opinion of workmen metal is bad, they shall report same to the man in charge, and is allowed to be worked, they shall be paid for at full rates.

- (b) All bottles melted or not properly annealed to be paid for at full rates.

FLOWN MARBLES.

30. Workmen to be paid for all over one dozen per day.

SINGLE-HANDED WORK.

31. Workmen shall work single-handed when their hole is short, when practicable; but in such case, suitable moulds shall be provided, and the following rates paid:—

- (a) *Block and Plate System*.—When a finisher, blower, or gatherer is off one dozen to count two dozen.
- (b) *Stem System*.—When a finisher, blower, or boy is off one dozen to count two dozen.

JOURNEYMEN PREVENTED FROM EARNING FULL DAY'S WAGE.

32. (a) When a journeyman is taken away from a full hole, he shall be paid up to the average of his own hole for the previous week, or what he earns in the hole in which he works. He shall have the option, but must declare.

- (b) When any journeyman is put on day-work, he shall be paid not less than Twenty shillings (20s.) per day.

(c) When a journeyman is shifted on account of his hole being short he shall be paid what he earns in the hole where he blows or finishes.

(d) Where a journeyman ready and willing to work for a whole shift is prevented by (a) excessive heat of metal, (b) oily fumes, or (c) improper moulds from earning at piecework 20s. for the shift he shall be entitled to payment of at least 20s. in respect of the shift's work.

SUITABLE PIPES.

33. (a) **BLOCK AND PLATE SYSTEM**.—Each hole shall be supplied with six suitable pipes.
- (b) **STEM SYSTEM**.—Hole shall be supplied with three pipes of different sizes for each blower.

HOLIDAYS.

34. The holidays to be observed shall be the same as those provided in the Determination relating to the unskilled section of the industry.

CONSTITUTION OF HOLES.

35. (a) **BLOCK AND PLATE SYSTEM**.—Hole means finisher, two gatherers and blowers, or gatherer and blower, snapper-up, and taker-in.

(b) **STEM SYSTEM**.—Hole means finisher, two gatherers and blowers, or gatherer and blower, mould shutter, snapper-up, and taker-in.

MOULDS, PUNTIES, AND TOOLS.

36. (a) Suitable moulds shall be brought to each hole and put on stands, with handles fixed on stem moulds and suitable tools and punties provided for same; every care of moulds and other tools of trade to be taken by the men who shall use their power to prevent loss and ill-usage of same.

- (b) When two or more moulds are working in a hole at different prices, the highest rate is to be paid.

WEIGHTS OF BOTTLES.

37. (a) Block and plate workmen shall be given the weights with the following allowances:—

- Up to 10-oz. fluid contents—1-oz. weight to be allowed each way.
- Over 10-oz. fluid contents up to and including reputed quarts—1½-oz. weight each way.

(b) **STEM WORK**.—Up to and including 4-oz. weight—½-oz. weight each way.

- Over 4-oz. weight and up to and including 8-oz. weight—¾-oz. weight each way.
- Over 8-oz. weight and up to and including 12-oz. weight—1-oz. weight each way.
- Over 12-oz. weight and up to and including 20-oz. weight—1¼-oz. weight each way.

Note.—When stem bottles are blown on block and plate, workmen only allowed stem weight allowances.

SKIMMING METAL.

38. Workmen shall skim the metal when required to do so by the man in charge and shall be paid 2s. 6d. per hour.

LOST TIME.

39. In the event of men being temporarily prevented from carrying on their usual work through no fault of their own, the management, after the expiration of half an hour shall inform the men concerned whether or not they will be able to resume that day. Should the men be notified that they will resume, they shall be paid at the rate of 2s. 6d. per hour for all time lost.

If a piecework journeyman reports for duty at the commencement of a shift, and his usual work is not available for him through circumstances for which he is not responsible and of which he was not notified the previous day, he shall be allowed three hours' pay at the rate of 2s. 6d. per hour for the time lost.

ALLOWANCE PAYABLE TO SKILLED GLASSWORKERS.

40. (a) The piecework rates for skilled glassworkers provided in the Schedule to this Determination shall remain in force for the period of this Determination. In addition to the men's earnings on piecework list, all skilled glassworkers shall be paid a daily allowance at the rate of 11s. per week for every day worked or every specified holiday as from the date of this Determination.

(b) The said allowance shall remain in force for a period of twelve months, at the expiration of which either party may ask for a revision of same.

FIXATION OF PRICES FOR NEW BOTTLES OR BOTTLES NOT INCLUDED IN SCHEDULE OF PRICES.

41. Any employer may fix and pay piecework prices for bottles not already provided for in the schedule of piecework prices set out in this Determination, and shall base such piecework prices on the earnings of an average worker working under like conditions to those for which the piecework prices are fixed. Every such employer shall, if required so to do, forward a statement to the Secretary for Labour of such piecework prices.

MACHINE CONDITIONS.

- 42. (a) All shops shall be considered started when filling moulds.
- (b) Employers shall furnish all necessary facilities. Auxiliary help shall be considered part of the facilities. Regular boys must not be taken from one machine and placed on another without notifying men on machines.
- (c) Employers shall supply sufficient wind and jets to enable machines and machinists to work at their greatest efficiency. Upon all new air lines, cut-off slides to be fitted at the most convenient place.
- (d) Employers shall supply all necessary tools. Punties must be made of wooden handles with clay heads. Clay heads to be made in various sizes, suitable for all jobs; the workman to have the privilege of making his own punty heads or using his own tools of trade.
- (e) There shall be competent sorters to sort all work. Rejected work to be set aside for inspection on request of the men affected.
- (f) Competent fitters shall be supplied to repair all machines.
- (g) At no time shall the workmen be compelled to work on a furnace when the metal is unreasonably low; the factory committee to determine with the man in charge whether or not such furnace is in proper working order.
- (h) Employers shall supply gloves free of cost to workmen, provided the old ones are handed in in return, failing which the workmen shall pay cost price for gloves supplied.
- (i) Employers shall supply at least one complete locker for each hole.
- (j) Workmen shall not be paid for split and crizzled rings unless the number exceeds two dozen per day. If the number exceeds that amount they shall be paid for one-half.
- (k) Workmen shall be paid at the rate of not less than twenty shillings (20s.) for any day upon which their earnings working on piecework do not equal that amount.

SHORT HOLES.

43. When men are ordered to leave their holes on account of their holes being short, they shall do so. This shall not apply to boys being off.

PAYMENT FOR CRIZZLED BOTTLES.

44. All hand-blown crizzled bottles shall be paid for at full rates when men are allowed to work moulds by man in charge after having reported same.

NOTIFICATION OF INTENTION TO START LATE OR CEASE EARLY.

- 45. (a) In the event of employees being unable to present themselves for work at starting time, they shall notify the foreman in ample time, if possible, to permit timely arrangement being made to prevent loss of time in the shop.
- (b) No employee shall cease work before the proper time without first notifying the foreman of the cause.
- (c) In the event of any shop desiring to retain the services of the puller-off in a block and plate hole, they may make arrangements with the officials of the Australian Glassworkers Union to interview the management of the firm to have a puller-off placed in the hole, in which event the price to be paid the men must not exceed 6d. less than the price list per gross per hole, but in no case shall this price be less than the price fixed for stem work.

PERIODICAL ADJUSTMENT OF WAGES.

46. The wages rates set out in clause 2 of the Glass Bottle Section and for adult males in clause 3 of the Flint Glass Section are based upon the following basic wage rates, and pursuant to the provisions of section 21 of the *Factories and Shops Act 1934*, the Board hereby determines that such rates shall be automatically adjusted as prescribed by clause 47. Provided that in the Flint Glass Section only the wages of female adults, apprentices, improvers, and juvenile workers 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).	Additional Constant Loading	Total Basic Wage.	Index Number Set Assigned.
	£ s. d.	s. d.	£ s. d.	
Throughout the State	5 14 0	6 0	6 0 0	Melbourne

ADJUSTMENT OF BASIC WAGE.

47. (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 46.

(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.

SCHEDULE OF PIECEWORK RATES.

BLOCK AND PLATE WORK.		Wine and Spirit Bottles—Pale Metal—continued.	
Aerated Water Bottles.		Per gross.	Per gross.
		s. d.	s. d.
22-oz., 24-oz., and 26-oz. Cods	.. .. .	8 1½	Reputed pint, dump shape whisky (Sanderson's)
18-oz. Cods	.. .. .	7 10½	Reputed pint, brandy
14-oz. Cods	.. .. .	7 7½	Reputed pint, schnapps
12-oz. Cods	.. .. .	7 4½	Reputed pint, hock
10-oz. Cods	.. .. .	7 1½	Reputed pint, Walker's square whisky
5-oz. and 6-oz. Cods	.. .. .	6 4½	10-oz. gin
10-oz. Lamonts	.. .. .	7 1½	20-oz. J.D.K.Z. gin
5-oz. and 6-oz. Lamonts	.. .. .	6 4½	32-oz. J.D.K.Z. gin
24-oz. to 26-oz. screw mouths	.. .. .	7 9	40-oz. J.D.K.Z. gin
10-oz. and 12-oz. screw mouths	.. .. .	6 0	52-oz. J.D.K.Z. gin
5-oz. and 6-oz. screw mouths	.. .. .	5 1½	24-oz. Boll's gin
40-oz. lithia, spa, or soda	.. .. .	8 1½	20-oz. hop biters
20-oz. lithia, spa, or soda	.. .. .	7 0	13-oz. Cooper and Nathan's whisky
14-oz. lithia, spa, or soda	.. .. .	6 0	20-oz. panel sarsaparilla
12-oz. lithia, spa, or soda	.. .. .	5 7½	1st. All reputed quarts in black metal to be paid 7s. 9d. per gross.
10-oz. lithia, spa, or soda	.. .. .	5 7½	2nd. Reputed pints in black metal, 6s. per gross.
Wolstenholme ginger beer	.. .. .	5 3	3rd. Reputed pints when made on stem, 3d. per gross less than the list.
Lane's and other beer shapes	.. .. .	7 1½	
Squash and Punch Bottles.		Per gross.	Rock Jars.
		s. d.	s. d.
Alexander and Patterson's lemon squash and all 26-oz. squash, punch, and cordials	.. .. .	7 1½	8-lb. wide mouths
26-oz. Elliotts' cordials	.. .. .	8 6	6-lb. wide mouths
Dyson's 20-oz. cordial	.. .. .	6 1½	4-lb. wide mouths
Schwepes' 20-oz.	.. .. .	6 1½	4-lb. narrow mouths
Schwepes' 13½-oz. brandy	.. .. .	5 6	
Brooke's 12-oz. lemon squash	.. .. .	5 0	
Dixon's 10-oz. O.T.	.. .. .	5 0	
Sauce and Pickle Bottles.		Per gross.	Winchesters.
		s. d.	s. d.
Square pickle pint	.. .. .	5 6	20-oz. Winchesters
Concave pickle pint	.. .. .	5 6	25-oz. Winchesters
Round pickle pint	.. .. .	5 3	32-oz. Winchesters
Konig's military pickle	.. .. .	8 7½	40-oz. Winchesters
Mitchell's hexagon 16-oz. pickle	.. .. .	6 7½	50-oz. Winchesters
Military pickle, stoppered	.. .. .	6 7½	60-oz. Winchesters
Garfield pickle, stoppered	.. .. .	6 7½	66-oz. Winchesters
Madras pickle	.. .. .	5 0	80-oz. Winchesters
10-oz. round pickle	.. .. .	4 6	90-oz. Winchesters
10-oz. square pickle	.. .. .	4 9	100-oz. Winchesters
10-oz. military pickle	.. .. .	5 0	120-oz. Winchesters
10-oz. hexagon pickle	.. .. .	4 9	160-oz. round O.T.
26-oz. tomato sauce	.. .. .	6 9	180-oz. round F.G. and Co. and gallon rounds
20-oz. tomato sauce	.. .. .	6 1½	
26-oz. chutney	.. .. .	6 9	
20-oz. chutney	.. .. .	6 1½	
26-oz. Lackersteen's chutney	.. .. .	6 9	
12-oz. chutney	.. .. .	5 3	
French chutney	.. .. .	5 3	
Indian condiment	.. .. .	5 0	
Pint tomato sauce	.. .. .	5 0	
20-oz. Worcestershire sauce	.. .. .	6 4½	
Wine and Spirit Bottles—Pale Metal.		Per gross.	Wide-Mouth Jars.
		s. d.	s. d.
Reputed quart (Burke's)	.. .. .	7 1½	3-lb. salt jar (P.S.)
Reputed quart (Sutherland's)	.. .. .	6 7½	2-lb. salt jar (P.S.)
Reputed pints, round or oval	.. .. .	5 3	2-lb. fluted jar
Imperial oval quart	.. .. .	8 1½	2-lb. finished jar
Imperial oval pints	.. .. .	5 9	2-lb. tie-over lip jar
Imperial round quart	.. .. .	8 1½	1½-lb. fluted jar
Walker's square whisky	.. .. .	7 1½	1½-lb. finished jar
Haig and Haig whisky	.. .. .	7 7½	1-lb. finished jar
Watson's No. 10 whisky (and similar shapes)	.. .. .	7 1½	1-lb. tie-over lip jar
Reputed quart schnapps	.. .. .	7 1½	
Reputed quart, Ainslie's whisky	.. .. .	8 6	
Reputed quart, brandy	.. .. .	7 1½	
Reputed quart, hock	.. .. .	7 1½	
Reputed quart, barrel	.. .. .	8 1½	
Half-gallon, barrel	.. .. .	15 3	
Reputed quart, sarsaparilla	.. .. .	7 1½	
Reputed quart, Creme-de-Menthe	.. .. .	8 7½	
Reputed quart, Dom whisky	.. .. .	8 6	
Reputed quart, Watch whisky	.. .. .	8 6	
Reputed quart, McLatchie and Frog's whisky	.. .. .	8 6	
Reputed quart, Brown's dump whisky	.. .. .	8 6	
Reputed quart, Fesq and Easson's whisky	.. .. .	8 6	
Reputed quart, hip flask	.. .. .	8 6	
Reputed quart, Munroe's whisky	.. .. .	8 0	
Reputed quart, King's liqueur	.. .. .	8 0	
Reputed quart, Lounde's dump whisky	.. .. .	7 1½	
Reputed quart, Woods's dump whisky	.. .. .	8 0	
Reputed quart, Resch dump whisky	.. .. .	8 0	
Reputed quart, White and Makie's dump whisky	.. .. .	8 0	
Reputed quart, Radstock biters	.. .. .	8 0	
Reputed pint, dump shape whisky	.. .. .	5 6	
		Per gross.	Miscellaneous Bottles.
		s. d.	s. d.
Milk quarts	.. .. .	8 7½	Milk quarts
Milk pints	.. .. .	7 1½	Milk pints
Milk, ¼-pints	.. .. .	5 6	Milk, ¼-pints
New South Wales milk quart	.. .. .	8 7½	New South Wales milk quart
New South Wales milk pint	.. .. .	7 1½	New South Wales milk pint
Caulfield milk	.. .. .	6 7½	Caulfield milk
1½-pint milk	.. .. .	7 10½	1½-pint milk
Microbe killer	.. .. .	7 3	Microbe killer
Strathman's drops	.. .. .	7 1½	Strathman's drops
Carbolacene	.. .. .	5 0	Carbolacene
Carbolacene (new shape) C.C. finish	.. .. .	5 3	Carbolacene (new shape) C.C. finish
Parry's reputed quart vinegar	.. .. .	7 1½	Parry's reputed quart vinegar
Long reputed quart vinegar	.. .. .	7 1½	Long reputed quart vinegar
20-oz. vinegar	.. .. .	6 7½	20-oz. vinegar
Brunswick Black finished	.. .. .	5 6	Brunswick Black finished
Battery jar, No. 1	.. .. .	4 0	Battery jar, No. 1
Battery jar, No. 2	.. .. .	6 1½	Battery jar, No. 2
Battery jar, leclanche cells	.. .. .	5 7½	Battery jar, leclanche cells
Long reputed quart olive oil	.. .. .	7 1½	Long reputed quart olive oil
20-oz. Tremain's olive oil	.. .. .	6 9	20-oz. Tremain's olive oil
20-oz. pepain	.. .. .	6 4½	20-oz. pepain
16-oz. carlsbad salt	.. .. .	6 0	16-oz. carlsbad salt
16-oz. Tremain's carlsbad salt	.. .. .	6 0	16-oz. Tremain's carlsbad salt
32-oz. kresolvo	.. .. .	8 7½	32-oz. kresolvo
40-oz. lotol	.. .. .	8 1½	40-oz. lotol
C.nical quarts	.. .. .	7 1½	C.nical quarts
18-oz. oval essence	.. .. .	6 7½	18-oz. oval essence
22-oz. ammonia	.. .. .	8 6	22-oz. ammonia
24-oz. Kodak	.. .. .	9 3	24-oz. Kodak
32-oz. Kodak	.. .. .	10 3	32-oz. Kodak
24-oz. Parke Davis (W. M.)	.. .. .	9 6	24-oz. Parke Davis (W. M.)

SCHEDULE OF PIECEWORK RATES—continued.

Miscellaneous Bottles—continued.		Pioneer Bottles.	
	Per gross.		Per gross.
	s. d.		s. d.
18-oz. Denham's round and oval S.W.M.	6 7½	Up to 2-oz., Harper's	3 0
13½-oz. vase-shape bath salts	6 6	5-oz., Harper's	3 6
8-oz. Denham cream	4 9	10-oz., Harper's	4 9
16-oz. varnish	5 0		
16-oz. Stearn's diamond shape	7 9		
19-oz. essence Lawrence	7 6		
14-oz. Eau-de-cologne	5 3		
STEM WORK.			
<i>Dispensing Bottles.</i>			
	Per gross.	When made, Block and Plate.	Per gross.
	s. d.	Per gross.	s. d.
Up to 2-oz. contents inclusive	3 0		
3-oz. contents	3 3		
4-oz. contents	3 6		
5-oz. contents	3 7½		
6-oz. to 8-oz. contents	4 0		
8-oz. Medical Oval, 12-oz. weight	4 9		
8-oz. Stearn's diamond shape	4 3		
10-oz. contents	4 9	5 6	
12-oz. contents	5 0	5 6	
14-oz. contents	5 6	5 9	
16-oz. contents	5 9	6 6	
18-oz. contents	5 7½	7 6	
20-oz. contents	7 6	8 6	
24-oz. contents	9 3	9 6	
32-oz. contents	10 3	10 6	
4-oz. Chelts. (to hold 3½ oz.)	3 7½		
2-dram serum	3 5		
4-dram serum	3 3		
1-oz. French squares (1½-oz. to 2-oz. weight)	3 3		
NOTE.—Mexican flats, French rounds and squares, Manhattans, Philadelphia, and Baltimore ovals, poisons, Chelts, F. G. and Co. tinctures, peroxides, Faulding's rounds, Winchesters up to 18-oz., and all pills to come under this list.			
<i>Panelled Bottles.</i>			
	Per gross.	When made, Block and Plate.	Per gross.
	s. d.	Per gross.	s. d.
Up to 1-oz. contents not exceeding 2¼-oz. weight	3 0		
Over 1-oz. contents up to 2-oz. contents not exceeding 5¼-oz. weight	3 0		
Over 2-oz. contents up to 3-oz. contents not exceeding 6¼ oz. weight	3 3		
Over 3-oz. contents up to 4-oz. contents not exceeding 6¼-oz. weight	3 6		
Over 4-oz. contents up to 5-oz. contents not exceeding 8-oz. weight	3 7½		
Over 5-oz. contents up to 6-oz. contents not exceeding 8½-oz. weight	4 0		
Over 6-oz. contents up to 8-oz. contents not exceeding 10½-oz. weight	4 9		
Over 8-oz. contents up to 10-oz. contents not exceeding 12-oz. contents	5 6	6 0	
Over 10-oz. contents up to 12-oz. contents not exceeding 14-oz. weight	6 6	7 3	
Over 12-oz. contents up to 14-oz. contents not exceeding 16-oz. weight	7 0	7 9	
Over 14-oz. contents up to 16-oz. contents not exceeding 18-oz. weight	7 6	8 6	
Over 16-oz. contents up to 20-oz. contents not exceeding 22-oz. weight	9 0	9 9	
1-oz. Bonnington (3½-oz. weight)	3 3		
Balfe, 4-oz., 3 panel	3 9		
Taylor and Coll's, 3-oz., 3 panel	3 7½		
Marshall's, 6-oz., 4 panel olive oil	4 9		
Wright's, 3½-oz., 4 panel	4 3		
Taylor and Coll's, 4-oz.	4 0		
Chestease, 2½-oz.	3 6		
Hypol	5 6	5 9	
Docker's hat	3 9		
Kugleman's, 32-oz., panel	12 0	12 3	
3½-oz. Wright's rheumatic cure, 8½-oz. to 9½-oz. weight	4 6		
NOTE.—1st. All panelled bottles to come under this list unless otherwise specified. 2nd. The weights specified are top weights. 3rd. When made heavier than ordinary weights the next highest rate to be paid.			
<i>Ink Bottles.</i>			
	Per gross.		When made, Block and Plate.
	s. d.	Per gross.	s. d.
Up to 2-oz., finished	3 6		
Over 2-oz. to 4-oz. finished	3 9		
5-oz. to 8-oz.	4 0		
5-oz. Last Drop ink	4 10½		
10-oz., finished	4 3	4 6	
12-oz.	4 6	4 9	
16-oz., finished	5 0	5 3	
20-oz., finished	5 9	6 0	
24-oz., finished	6 9	7 0	
32-oz., finished	7 9	8 6	
32-oz. elag	7 9	8 6	
1st. All other finished inks to come under this list. 2nd. All lipped inks 3d. per gross extra.			
<i>Olive Salad and Castor Oils.</i>			
	Per gross.		When made, Block and Plate.
	s. d.	Per gross.	s. d.
Up to 2¼-oz. castor oil	3 6		
Over 2¼-oz. to 6-oz. castor oil	3 10½		
Over 6-oz. to 10-oz. castor oil	4 9	5 0	
2-oz. olive oil, A. B. Rundle	3 6		
3-oz. olive oil, A. B. Rundle	3 9		
5-oz. olive oil	4 0		
10-oz. olive oil	4 9	5 0	
5-oz. fluted olive oil	3 10½		
10-oz. fluted olive oil	5 0	5 3	
5-oz. Couch and Caulder's olive oil	4 6		
10-oz. Couch and Caulder's olive oil	5 0	5 3	
Lewis and Whitty's ½-oz. olive oil	3 9		
Lewis and Whitty's 7-oz. olive oil	4 0	4 3	
Up to 2¼-oz. Tremain's olive oil	3 6		
Over 2¼-oz. up to 4-oz. olive oil	4 0		
5-oz. olive oil	4 3		
8-oz. olive oil	4 6		
10-oz. olive oil	4 9	5 0	
12-oz. olive oil	—	5 3	
Patent lip, 3d. per gross extra.			
<i>Inks, Cements, Gums, and Gloys Burst-off.</i>			
	Per gross.		
	s. d.		
1-oz. B.O.	2 0		
1½-oz. B.O.	2 1½		
2-oz. B.O.	2 3		
Over 2-oz. to 4-oz.	2 6		
<i>Gloy Shape.</i>			
	Per gross.		
	s. d.		
2¼-oz. round gum	3 9		
5-oz. gloy finished	4 0		
10-oz. gloy finished	4 6		
5-oz. golden gum	4 6		
10-oz. round paste	4 3		
<i>Flasks.</i>			
	Per gross.		When made, Block and Plate.
	s. d.	Per gross.	s. d.
2¼-oz. flasks	3 9		
3-oz. Weller and Bostock's	4 0		
2¼-oz. Haig and Haig's flasks	4 0		
5-oz. to 6¼-oz. flasks	4 3		
8-oz. flasks	5 0		
10-oz. to 13½-oz. flasks	5 3	5 6	
5-oz. and 6-oz. Walker's square	4 6	4 9	
5-oz. and 6-oz. Walker's squat	4 3	4 6	
13-oz. Haig and Haig's	5 9	6 0	
2¼-oz. Ainslie's	4 0		
5-oz. Ainslie's	4 9		
10-oz. Ainslie's	5 9	6 0	
2¼-oz. Orme Kegwin miniature whisky	3 9		
2¼-oz. and 3-oz. Toohey's min., hex. shape	4 3		
(Watch shape flasks 6d. per gross above the ordinary flask price.)			

SCHEDULE OF PIECEWORK RATES—continued.

Lavender and Brilliantine Bottles.			Miscellaneous—continued.		
	Per gross.			Per gross.	When made Block and Plate.
	s. d.			s. d.	s. d.
1-oz. Faulding's or Queen Lavender	3 0		5-oz. Creme-de-Menthe	4 6	
2-oz. Faulding's or Queen Lavender	3 0		2½-oz. King's liqueur	3 6	
2½-oz. Faulding's or Queen Lavender	3 3		4-oz. Brooke's squash	3 9	
3-oz. Faulding's or Queen Lavender	3 3		4-oz. gloss or negroline	3 6	
1-oz., Pearce or Lubine	3 0		4-oz. lacquer	3 9	
2-oz., Pearce or Lubine	3 0		4-oz. curry	3 6	
2½-oz. B. B.	3 3		4-oz. whisky square	4 0	
4-oz. Australian	3 6		4-oz. whisky round	3 6	
4½-oz. Australian	4 0		4-oz. Stearn's (1001)	4 0	
5-oz. Rodger Freres	4 0		5-oz. schnapps or tapered gin	4 3	
4½-oz. Turaley's	4 3		4-oz. square gin	4 0	
4½-oz. dump brilliantine	4 3		6-oz. fish sauce	4 0	
4-oz. Simpson's, 6-oz. to 6½-oz. weight	4 3		Eucalyptus oil, Bosisto's shape not over 3½-oz. weight	3 0	
5-oz. Warton's	4 6		2-oz. eucalyptus oil, Bosisto's shape not over 3½-oz. weight (heavy)	3 6	
6-oz. Apos	4 6		5-oz. caper sauce	3 9	
6-oz. Rimmell's stoppered	4 9		Chateau Tanunda miniature brandy	3 0	
8-oz. Florida Water	4 3		Power's miniature brandy	3 3	
1-oz. brilliantine	3 3		Possums miniature brandy	3 3	
2-oz. brilliantine	3 3		6½-oz. Watson's or similar shape whisky	4 6	
3-oz. brilliantine	3 6		6½-oz. port wine	4 6	
3½-oz. brilliantine	3 9		4-oz. eff. fruit salts	3 9	
4-oz. brilliantine	3 9		8-oz. eff. fruit salts	4 6	4 9
3-oz. Downer's shape	3 10½		4-oz. saline cream	3 6	
1½-oz. Downer's shape	3 3		8-oz. saline cream	4 3	4 6
			4-oz. bay rum	3 6	
			6-oz. bay rum	4 0	
			8-oz. bay rum	4 3	4 6
			6-oz. blacking	3 9	
			6-oz. oyster	3 9	
			5-oz. and 6-oz. lithias, spa or soda	4 9	5 1½
			5-oz. Worcestershire sauce	4 0	
			10-oz. Worcestershire sauce	4 6	4 9
			6-oz. chutney	4 0	
			Half-pint chutney	4 9	5 0
			6-oz. glycerine stoppered	5 3	
			6-oz. one panel curry	3 9	
			6-oz. graded milk	3 9	
			6-oz. bell-shape milks	4 3	
			5-oz. certified cream	4 3	
			10-oz. certified cream	4 9	5 0
			6-oz. fountain soda, decanter shape	5 3	
			10-oz. fountain soda, decanter shape	7 0	7 3
			6-oz. curry	3 9	
			8-oz. bath safe (W.M.) F.H.F.	5 0	5 3
			6-oz. serscol	4 0	
			6-oz. citrate magnesia	3 9	
			12-oz. citrate magnesia	4 9	5 0
			14-oz. citrate magnesia	5 0	5 3
			13-oz. maize products	4 9	5 0
			6-oz. carlsbad salts	3 9	
			12-oz. carlsbad salts	4 9	5 0
			4-oz. coffee or rum	3 9	
			8-oz. coffee or rum	4 6	5 0
			8-oz. benzine	4 3	
			7-oz. soda sulphur	4 3	
			7-oz. olive	4 6	
			4-oz. kresolve or lysol	3 9	
			8-oz. kresolve or lysol	4 6	
			17-oz. kresolve or lysol	5 9	6 3
			4-oz. Eau-de-cologne, Yardley's shape	4 0	
			6½-oz. Eau-de-cologne, concave shape	4 9	
			13-oz. Eau-de-cologne, concave shape	5 9	
			9-oz. Eau-de-cologne, concave shape	4 9	
			7-oz. Konig pickle	4 0	
			7-oz. Johnston's pickle	4 0	
			8-oz. Moller C.L.O.	4 3	
			18-oz. Moller C.L.O.	4 9	5 0
			10-oz. magnesia	4 6	
			20-oz. magnesia	5 9	6 6
			16-oz. ammonia	5 9	6 6
			12-oz. maltine	4 9	5 1½
			16-oz. malt	5 3	5 6
			10-oz. Rowe's embrocation	5 0	
			4-oz. Parisian essence	3 6	
			3½-oz. fancy hair oil	3 9	
			Fowler's Parisian essence, L.R.	3 6	
			Fowler's Parisian essence, H.R.	3 9	
			Hall's balsam	3 6	
			Baby claret	3 9	
			Pain conquerer	3 9	
			Miniature schnapps	3 6	
			Satinettes	4 6	
			Mitchell's long olive	5 0	
			¼-lb. drops, W.M.P.L.	4 9	
			1-lb. drops, W.M.P.L.	5 9	
			Greathead's mixture	5 0	
			Gmet essence	4 6	

Lavender and Brilliantine Bottles.

Miscellaneous—continued.

Phenyle Bottles.

Coloured List.

Miscellaneous.

SCHEDULE OF PIECEWORK RATES—continued.

Miscellaneous—continued.		Wide and Semi-Wide Mouth Ware—continued.	
	Per gross. s. d.		
18-oz. essence	5 9		
Health feeders (one neck)	5 3		
1-oz. oval scent	3 0		
1½-oz. oval scent	3 3		
4-oz. Blogg perfume	4 3		
4-oz. fire extinguishers	3 9		
6-oz. Saunders' polish	4 6		
2-oz. Astings osol	3 3		
2-oz. vermol	3 6		
10-oz. Mitchell's square olive oil	5 0		
4-oz. tapered bath salts, 8-oz. weight	4 0		
2-oz. tap. lavender	3 3		
4-oz. tap. lavender	3 9		
6-oz. tap. lavender	4 3		
2-oz. international laboratories, flat	3 3		
2½-oz. O.T. squash	3 9		
1½-oz. Dearborne perfume	3 6		
3½-oz. Dearborne perfume	4 0		
Up to 2-oz. Eau-de-cologne, two flat sides	3 0		
Over 2-oz. to 4-oz. Eau-de-cologne, two flat sides	3 6		
5-oz. Winchesters	3 9		
4-oz. and 5-oz. Zazona lotion	4 0		
8-oz. oval magnesia, 9-oz. weight	4 6		
3½-oz. benzoin, Blogg	4 3		
3½-oz. benzoin, Blogg	4 3		
3½-oz. blacking	3 6		
4-oz. wombat	3 9		
5-oz. peroxide	3 7½		
9-oz. peroxide	4 9		
17-oz. peroxide	6 7½		
6-oz. anchovy sauce	4 0		
Wide and Semi-Wide Mouth Ware—continued.			
		Per gross. per man. Two man Machine.	Per gross. per man. One man Machine.
		s. d.	s. d.
Fowler's No. 27, 2½ lb.	—	1 10½	
Fowler's No. 31, 31 oz.	—	2 3	
Fowler's No. 38, 42 oz.	—	3 0	
Fowler's No. 40, 3 lb.	—	3 0	
Battery jar	—	1 7	
Narrow Mouth Ware.			
		Per gross. per man. Two man Machine.	Per gross. per man. One man Machine.
		s. d.	s. d.
10-oz. oval magnesia	1 4½	1 3	
9-oz. coffee essence	1 6	1 4	
6-oz. Worcestershire sauce	1 3	1 2	
10-oz. Worcestershire sauce	1 4	1 3	
20-oz. Worcestershire sauce	2 0	1 7	
Pint round sauce C.S. not exceeding 15 oz. in weight	1 3½	1 3	
20-oz. tomato sauce	1 9	1 5	
26-oz. tomato sauce	2 0	1 7	
Up to ½-pint screw sauce	1 2	1 1	
6-oz. lithia, spa or soda, not exceeding 12 oz. in weight	1 4	1 1	
10-oz. lithia, spa or soda	1 5½	1 3	
12-oz. lithia, spa or soda	1 7	1 4	
Brooke's lemon squash	2 0	1 7	
24-oz. Marchant's Crown Seal	2 0	1 7	
Imperial oval quarts	2 0	1 9	
Imperial oval pints	1 9	1 5	
Half-pint milk	—	1 3	
Pint milk	—	1 6	
Quart milks (40 oz.)	—	3 0	
Quart beer, brandy, and whisky	2 0	2 0	
Pint beer, brandy, and whisky	1 9	1 9	
Quart hock and long vinegar	2 0	1 8	
Pint hock and long vinegar	1 9	1 6	
Pint schnapps	1 9	1 5	
Quart schnapps	2 0	1 8	
Johnny Walker's quarts	2 0	1 7	
Johnny Walker's pints	1 9	1 5	
Ainslie's quart whisky	2 3	1 9	
Ainslie's pint whisky	1 10	1 5	
20-oz. Crown cork	1 9	1 6	
Greathead's mixture	1 7	1 5	
10-oz. phenyles	1 7	1 4	
5-oz. phenyles	1 4½	1 2½	
10-oz. sarto dump	1 4½	1 3	
10-oz. ginger beer, stone shape	1 7½	1 4	
Square quart sarsaparilla	2 0	1 8	
Schwepes', 20 oz.	1 9	1 6	
Schwepes', 13½-oz. raspberry	1 7	1 4	
5-oz. coffee essence	1 3½	1 2½	
5-oz. olive, salads, and castor oils	1 4½	1 3	
Up to 1-oz. dispensing panels and rounds	1 0	0 10	
Over 1-oz. and up to 2-oz. panels and rounds	1 1	0 11	
Over 2-oz. and up to 4-oz. panels and rounds	1 2	1 0	
6-oz. and 8-oz. panels and rounds	1 4	1 3	
10-oz. and 12-oz. panels and rounds	1 6½	1 5	
16-oz. panels and rounds	1 9	1 7	
20-oz. panels and rounds	1 11	1 8	
Eucal. oils	1 1	0 11	
Scott's 6-oz. emulsion	—	1 3	
Scott's 16-oz. emulsion	—	1 7	
Lane's 7-oz. emulsion	—	1 3	
Lane's 14-oz. emulsion	—	1 7	
6-oz. flasks	—	1 3	
10-oz. to 13½-oz. flasks	—	1 6	
80-oz. Winchester	—	3 6	
100-oz. Winchester	—	4 6	

MACHINE LIST.

Wide and Semi-Wide Mouth Ware

	Per gross. per man. Two man Machine.	Per gross. per man. One man Machine.
	s. d.	s. d.
Up to 6-oz. weight (R. and S.)	1 1	0 10
Over 6-oz. up to 14-oz. weight (R. and S.)	1 2	1 0
1-lb. jar not exceeding 14-oz. in weight (R. and S.)	1 2	1 0
1½-lb. jar not exceeding 16-oz. in weight (R. and S.)	1 3	1 1½
1½-lb. Gowing's jam jar	1 5	1 3
2-lb. jar not exceeding 20-oz. in weight (R. and S.)	1 5	1 3
1-lb. pie fruit	1 4	1 3
1½-lb. pie fruit	1 6	1 4
2-lb. pie fruit	2 0	1 9
Mason pints	1 2	0 11
Mason quarts	1 3	1 1
Mason ½ gallons	2 2	1 10
Signal Spotswood and Zetland quarts	1 7	1 4
Signal Spotswood and Zetland ½ gallons	2 9	1 10
16-oz. and 18-oz. round pickle	1 5	1 3½
15-oz. concave pickle	1 5	1 3½
18-oz. Lancashire pickle	1 6	1 5
Square pickles	1 5½	1 4
8-oz. keplers	1 6	1 4
16-oz. keplers	1 11	1 8
12-oz. condiment or ohutney	1 5	1 3
Pint ohutney	1 5	1 3
10-oz. gloy	1 4	1 2
16-oz. Mellin's food	1 5	1 3½
4-lb. rook jars	—	4 0
6-lb. rook jars	—	6 0
8-lb. rook jars	—	8 0
1-lb. prune jar	1 2	1 0
Fowler's No. 20 1½ lb.	—	1 7

P. A. RANGLES, J.P., Chairman.

J. V. WILLOX, Secretary.

Melbourne, 17th December, 1948.



VICTORIA
GOVERNMENT GAZETTE.

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No. 66]

TUESDAY, FEBRUARY 1.

[1949

Prices Regulation Act 1948.

PRICES REGULATION ORDER No. 31.

ICE—MELBOURNE METROPOLITAN AREA.

IN pursuance of the powers conferred upon me by the *Prices Regulation Act 1948*, I, John Francis Waldron, Prices Decontrol Commissioner, hereby make the following Order:—

Citation.

1. This Order may be cited as Prices Regulation Order No. 31.

Revocation.

2. Prices Regulation Order No. 993A, issued under the National Security (Prices) Regulations is hereby revoked.

Definitions.

3. In this Order, unless the contrary intention appears—
 - (a) an "eighth block" means a block of ice weighing 11 lb. or more, but less than 22 lb.;
 - (b) a "quarter block" means a block of ice weighing 22 lb. or more, but less than 47 lb.;
 - (c) a "half block" means a block of ice weighing 47 lb. or more, but less than 100 lb.;
 - (d) a "large block" means a block of ice weighing not less than 100 lb.;

"Melbourne Metropolitan Area" means all that area comprised within a radius of twenty miles from the General Post Office, Melbourne.
4. I fix and declare the maximum price at which ice may be sold by wholesale in the Melbourne Metropolitan Area to be 35s. (thirty-five shillings) per ton of 20 (twenty) large blocks.

5. I fix and declare the maximum price at which ice may be sold by retail in the Melbourne Metropolitan Area to be—

	<i>s.</i>	<i>d.</i>
Eighth block	0	7
Quarter block	1	2
Half block	2	3
Large block '	4	6

6. I fix and declare the maximum price at which ice other than eighth, quarter, half, or large blocks may be sold by retail in the Melbourne Metropolitan Area to be 3d. per block.

7. Notwithstanding anything contained in this Order, I fix and declare the maximum price at which ice may be sold in the Melbourne Metropolitan Area for use in shops, dairies, cafes, clubs or any place where perishable foodstuffs are sold to be—

	<i>s.</i>	<i>d.</i>
Quarter block	1	0
Half block	2	0
Large block	4	0

Notice in Writing.

8. Notwithstanding anything contained in the foregoing provisions of this Order, I declare the maximum price at which any size of a block of ice specified in a Notice in pursuance of this paragraph may be sold by retail in the Melbourne Metropolitan Area by any person to whom such Notice is given to be such price as is fixed by the Commissioner by notice in writing to such person.

Dated this 28th day of January, 1949.

J. F. WALDRON,
Prices Decontrol Commissioner.