



# VICTORIA GOVERNMENT GAZETTE.

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Factories and Shops Acts.

## DETERMINATION OF THE ENGINEERS AND BRASSWORKERS (SKILLED) BOARD.

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

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

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

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

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

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

1. That as from the beginning of the first pay period to commence on or after the 19th December, 1949, the last previous Determination of this Board shall be revoked and replaced by this Determination.



## APPRENTICESHIP.

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

*Apprenticeship Trades.*

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

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

*Contract of Apprenticeship.*

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

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

*Cancellation or Suspension of Indenture.*

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

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

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

*Instruction in Welding.*

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

*Proportion.*

(e) (i) An employer shall not employ apprentices in excess of the proportion hereinafter prescribed.

Subject to this sub-clause the proportion of apprentices who may be taken by an employer shall not exceed one apprentice to every three or fraction of three tradesmen in the trade concerned.

In the trades of—

Welder—1st class;  
Motor mechanic; and  
Moulder and/or coremaker—jobbing;  
the proportion of apprentices who may be taken by an employer shall not exceed one apprentice for every two or fraction of two tradesmen in the trade concerned.

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

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

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

Fitter and/or turner,  
Machinist—1st and 2nd class,  
Motor mechanic, and  
Refrigeration mechanic or serviceman,  
an employer may with the consent of an apprenticeship authority and upon satisfying that authority that he has the plant, equipment and staff necessary for the proper tuition of each apprentice concerned take apprentices in excess of the proportion herein prescribed. Until further order apprentices so taken shall not be counted in future calculations of the proportion of apprentices to journeymen authorized by the Determination.

*Period of Apprenticeship.*

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

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

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

*Adult Apprentices.*

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

*Probationary Period.*

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

*Wages.*

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

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

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

	Percentage of Needs Basic Wage.	Constant Loading.	War Loading.	Total Wage Payable—		
				Within 20 Miles G.P.O., Melbourne; 10 Miles of G.P.O., Geelong; at Warrnambool and within Mildura and Gippsland Districts.	At Yallourn.	Other Parts of Victoria.
	Per Week.	Per Week.	Per Week.	£ s. d.	£ s. d.	£ s. d.
Four and five-year terms—						
1st year .. .. .	29	0 0	0 9	1 16 6	1 18 6	1 16 0
2nd year .. .. .	40	1 0	1 0	2 11 6	2 14 0	2 10 6
3rd year .. .. .	53	1 6	1 6	3 8 6	3 12 0	3 7 0
4th year .. .. .	84	2 0	2 3	5 8 6	5 14 0	5 6 0
5th year .. .. .	100	2 0	3 0	6 16 0	7 2 6	6 13 0
	plus 7s.					
Four-year terms—Apprentice commencing after the age of 17 years—						
1st year .. .. .	33	0 0	0 9	2 1 6	2 4 0	2 1 0
2nd year .. .. .	53	1 0	1 6	3 8 0	3 11 6	3 6 6
3rd year .. .. .	84	2 0	2 3	5 8 6	5 14 0	5 6 0
4th year .. .. .	100	2 0	3 0	6 16 0	7 2 6	6 13 0
	plus 7s.					

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

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

*Hours.*

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

*Overtime and Shift Work.*

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

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

*Payment by Results.*

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

*Lost Time.*

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

*Prohibition of Premiums.*

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

*Attendance at Technical Schools.*

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

*Annual and Sick Leave.*

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

**IMPROVERS.**

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

*Wages per Week of 40 Hours.*

	Percentage of Needs Basic Wage.	Constant Loading.	War Loading.	Total Wage Payable—		
				Within 20 Miles G.P.O., Melbourne; 10 Miles of G.P.O., Geelong; at Warrnambool and within Mildura and Gippsland Districts.	At Yallourn.	Other Parts of Victoria.
	Per Week.	Per Week.	Per Week.	£ s. d.	£ s. d.	£ s. d.
1st year .. .. .	25	0 0	0 9	1 11 6	1 13 6	1 11 0
2nd year .. .. .	33	1 0	1 0	2 3 0	2 5 0	2 2 0
3rd year .. .. .	50	1 6	1 6	3 5 0	3 8 0	3 3 6
4th year .. .. .	83	2 0	2 3	5 7 0	5 12 6	5 4 6
5th year .. .. .	100	2 0	3 0	6 15 0	7 1 6	6 12 0
	plus 6s.					

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

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

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

FEMALES AND UNAPPRENTICED MALE JUNIORS.

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

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

Wages per Week of 40 Hours.

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

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

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

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

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

Prohibited Occupations.

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

SPECIAL RATES.

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

Boiling-down Works.

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

Cold Places.

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

*Confined Spaces.*

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

*Dirty Work.*

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

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

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

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

*Height Money.*

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

*Hot Places.*

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

*Lead Works.*

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

*Lignum Vitae.*

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

*Meat Digestors and Oil Tanks.*

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

*Sanitary Works.*

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

*Slag Wool.*

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

*Slaughtering Yards.*

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

*Smoke-boxes, &c.*

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

*War Damaged Ships.*

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

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

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

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

*Wet Places.*

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

*Special Rates not Cumulative.*

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

*Rates not Subject to Penalty Additions.*

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

*TRAVELLING AND BOARD.*

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

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

(b) An employee—

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

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

(d) The rate of pay for travelling time shall be ordinary rates, except on Sundays and holidays, when it shall be time and a half.

(e) The maximum travelling time to be paid for shall be twelve hours out of every twenty-four hours, or when sleeping berth is provided by the employer for all-night travel, eight hours out of every twenty-four.

(f) "Expenses" for the purpose of this clause means:—

(i) All fares reasonably incurred.

For boat travel the fares allowed shall be first-class on coastal boats, and on interstate boats where there is no second-class as distinct from steerage; and for rail travel, second-class, except where all-night travelling is involved, when they shall be first-class, with sleeping berth where available.

(ii) Reasonable expenses incurred whilst travelling, including 2s. 6d. for each meal taken.

(iii) A reasonable allowance to cover the cost incurred for board and lodging.

(g) A camping allowance of 3s. per day for every day, including Sunday, shall be paid to employees engaged on country jobs at places where ordinary board and residence is not obtainable and camping in tents, cubicles or other temporary shelter is necessary; Provided that where cooked meals are procurable by the employee at a mess established by the employer, the amount of such country allowance shall be 9d. per day for every day, including Sunday.

(h) Until further order an employer shall be free to engage labour on the site of a job carried on away from the workshop without payment of any travelling time or fares, unless such employee is sent from the workshop; Provided that if any employee engaged for the erection of a job had previously been engaged by the same employer in the fabrication of the job in a workshop he shall be paid fares in excess of those incurred in travelling to and from the workshop.

#### MOTOR ALLOWANCE REFRIGERATOR SERVICEMEN.

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

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

#### HOURS OF WORK.

##### Day Workers.

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

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

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

##### Five-Days Week.

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

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

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

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

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

##### Forgers, &c.

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

#### SHIFT WORK.

##### Definitions.

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

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

"Continuous work" means work carried on with consecutive shifts of men throughout the 24 hours of each of at least six consecutive days without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.

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

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

##### Hours—Continuous Work Shifts.

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

The ordinary hours of such shift workers shall not exceed—

- (i) 8 in any one day; or
- (ii) 48 in any one week; or
- (iii) 88 in 14 consecutive days; or
- (iv) 160 in 28 consecutive days.

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

- (i) A shift shall consist of not more than eight hours— inclusive of crib time.
- (ii) Except at the regular change-over of shifts, an employee shall not be required to work more than one shift in each 24 hours.
- (iii) Twenty minutes shall be allowed to shift workers each shift for crib, which shall be counted as time worked.

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

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

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

(iii) 120 in 21 consecutive days, in which case an employee shall not—without payment for overtime be required to work more than eight consecutive hours on any shift or more than six shifts in any week. Such ordinary hours shall be worked continuously except for meal breaks at the discretion of the employer. An employee shall not be required to work for more than six hours without a break for a meal. Except at regular change-over of shifts, an employee shall not be required to work more than one shift in each 24 hours.

*Rosters.*

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

*Variation by Agreement.*

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

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

*Afternoon or Night Shift Allowances.*

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

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

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

An employee who—

(i) during a period of engagement on shift works night shift only; or  
 (ii) remains on night shift for a longer period than four consecutive weeks; or  
 (iii) works on a night shift which does not rotate or alternate with another shift or with day work so as to give him at least one-third of his working time off night shift in each shift cycle, shall during such engagement, period or cycle, be paid at the rate of time and a quarter for all time worked during ordinary working hours on such night shifts.

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

*Overtime.*

(g) Shift workers for all time worked in excess of or outside the ordinary working hours prescribed by this Determination or on a shift other than a rostered shift shall—

(i) if employed on continuous work be paid at the rate of double time; or  
 (ii) if employed on other shift work at the rate of time and a half for the first four hours and double time thereafter, except in each case when the time is worked—  
 (iii) by arrangement between the employees themselves; or  
 (iv) for the purpose of effecting the customary rotation of shifts; or  
 (v) is due to the fact that the relief man does not come on duty at the proper time; or  
 (vi) on a shift to which an employee is transferred on short notice as an alternative to standing the employee off in circumstances which would entitle the employer to deduct payment for a day in accordance with clause 16 (b) hereof.

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

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

*Sundays and Holidays.*

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

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

*Junior and Female Employees.*

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

*MIXED FUNCTIONS.*

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

*OVERTIME.*

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

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

*Rest Period After Overtime.*

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

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

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



*Call Back.*

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

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

*Saturday Work—Five-days Week.*

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

*Standing By.*

(e) Subject to any custom now prevailing under which an employee is required regularly to hold himself in readiness for a call back, an employee required to hold himself in readiness to work after ordinary hours shall until released be paid standing-by time at ordinary rates from the time from which he is so to hold himself in readiness. Provided that the existence of a custom shall not operate to relieve an employer from paying a refrigeration serviceman the rate herein prescribed.

*Meal Hours—General.*

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

*Meal Hours—Maintenance Employees.*

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

*Crib Time.*

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

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

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

*Tea Money.*

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

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

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

*Transport of Employees.*

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

*Compulsory Overtime.*

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

**HOLIDAYS AND SUNDAY WORK.**

13. (a) Employees shall be entitled to the following public holidays without loss of pay as regards employees on weekly hiring:—New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, King's Birthday, Labour Day, Anzac Day, Christmas Day, and Boxing Day, or such other day as is generally observed in the locality as a substitute for any of the said days respectively. Provided that Christmas Day and Boxing Day shall for the year, 1949, be deemed to fall on the 26th and 27th days of December, 1949, respectively, and that New Year's Day for the year, 1950, shall be deemed to fall on the 2nd day of January, 1950.

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

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

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

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

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

**EXTRA RATES NOT CUMULATIVE.**

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

**PAYMENT OF WAGES.**

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

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

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

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

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

## CONTRACT OF EMPLOYMENT.

*Weekly Employment.*

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

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

(c) An employee not attending for duty shall, except as provided by clause 17 hereof, lose his pay for the actual time of such non-attendance.

*Casual Employment.*

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

*Late Comers.*

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

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

## SICK LEAVE.

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

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

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

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

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

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

*Single Day Absences.*

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

*Cumulative Sick Leave.*

(c) Sick leave shall accumulate from year to year so that any balance of the period specified in sub-clause (a) (iv) of this clause which has in any year not been allowed to an employee by an employer as paid sick leave may be claimed by the employee and subject to the conditions hereinbefore prescribed shall be allowed by that employer in a subsequent year without diminution of the sick leave prescribed in respect of that year. Provided that sick leave which accumulates pursuant to this sub-clause shall be available to the employee for a period of two years, but for no longer from the end of the year in which it accrues.

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

*Attendance at Hospital, &c.*

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

## ANNUAL LEAVE.

*Period of Leave.*

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

*Seven-day Shift Workers.*

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

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

*Annual Leave Exclusive of Public Holidays.*

(c) Subject to this sub-clause the annual leave prescribed by this clause shall be exclusive of any of the holidays prescribed by clause 13 of this Determination, and if any such holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day, there shall be added to the period of annual leave time equivalent to the ordinary time which the employee would have worked if such day had not been a holiday.

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

*Broken Leave.*

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

*Calculation of Continuous Service.*

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

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

In cases of personal sickness or accident or absence with reasonable cause the employee to become entitled to the benefit of this sub-clause shall inform the employer in writing if practicable within 24 hours of the commencement of such absence of his inability to attend for duty and as far as practicable the nature of the illness injury or cause and the estimated duration of his absence. A notification given by an employee pursuant to clause 17 shall be accepted as a notification under this sub-clause.

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

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

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

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

*Calculation of Service.*

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

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

*Calculation of Month.*

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

*Leave to be Taken.*

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

*Time of Taking Leave.*

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

*Leave Allowed Before Due Date.*

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

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

*Payment for Period of Leave.*

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

*Proportionate Leave on Dismissal.*

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

*Annual Close Down.*

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

- (i) He may by giving not less than one month's notice of his intention so to do stand off for the duration of the close down all employees in the plant or section or sections concerned, and allow to those who are not then qualified for two full weeks' leave paid leave on a proportionate basis of one-sixth of a week's leave for each completed month of continuous service.
- (ii) An employee who has then qualified for two full weeks' leave, and has also completed a further month or more of continuous service shall be allowed his leave, and shall subject to sub-clause (f) hereof also be paid one-sixth of a week's wages in respect of each completed month of continuous service performed since the close of his last twelve-monthly qualifying period.

- (iii) The next twelve-monthly qualifying period for each employee affected by such close down shall commence from the day on which the plant, or section or sections concerned is re-opened for work. Provided that all time during which an employee is stood off without pay for the purposes of this sub-clause shall be deemed to be time of service in the next twelve monthly qualifying period.
- (iv) If in the first year of his service with an employer an employee is allowed proportionate annual leave under paragraph (i) hereof, and subsequently within such year lawfully leaves his employment or his employment is terminated by the employer through no fault of the employee, he shall be entitled to the benefit of sub-clause (i) of this clause subject to adjustment for any proportionate leave which he may have been allowed as aforesaid.

MISCELLANEOUS.

*Accommodation and Conveniences.*

*Boiling Water.*

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

*Drinking Water.*

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

*First-Aid Outfit.*

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

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

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

*Lockers.*

(iv) An employer shall at some reasonably convenient place on his premises provide a suitable locker for each employee in his workshop, or hanging facilities which afford reasonable protection for employees' clothes. In any case in which compliance with this paragraph necessitates the provision of lockers or new or improved hanging facilities, they shall be provided by the 1st July, 1948, unless the employer proves to the satisfaction of the Wages Board that he is unable by reason of shortage of material or labour or any other difficulties to provide such new or improved facilities, in which case their provision may be postponed for such period or periods as the Wages Board determines.

*Showers.*

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

*Washing and Sanitary Conveniences.*

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

*Clothing, Equipment and Tools.*

*Damage to Clothing and Tools.*

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

*Gas Masks.*

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

*Gloves.*

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

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

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

*Goggles.*

(iv) Suitable mica or other goggles shall be provided by the employer for each employee using emery wheels or where used by more than one employee such goggles shall be sterilized before being used by another employee. An employee when working on emery wheels shall wear the goggles provided for his protection.

Goggles containing celluloid shall not be considered suitable for the purposes of this provision.

*Masks.*

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

*Protective Equipment—Welding.*

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

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

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

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

*Tools.*

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

*Tools—Patternmakers.*

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

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

*Dressing Castings.*

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

*Ladles.*

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

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

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

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

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

*Females—Rest Period and Seats.*

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

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

*Ventilation.*

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

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

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

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

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

*SHOP STEWARDS.*

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

*RIGHT OF ENTRY OF UNION OFFICIALS.*

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

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

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

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

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

(v) That if any employer alleges that a representative is unduly interfering with his work or is creating dissatisfaction amongst his employees, or is offensive in his methods, or is committing a breach of any of the previous conditions, such employer may refuse the right of entry, but the representative shall have the right to bring such refusal before the Wages Board.

Provided that where certain employees are working under a system of shift work which precludes a representative from interviewing them during the midday meal break, the representative shall have the right to enter the employer's premises for the purpose of interviewing such employees at such time and under such conditions as to notice as may be mutually arranged by the representative and the employer or, failing agreement at such times, and under such conditions as the Wages Board may decide.

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

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

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

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

(iv) That he conducts himself properly.

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

(Name of organization.)

THIS IS TO CERTIFY THAT  
above-named organization.

(SEAL.)

Specimen signature of holder.  
Strictly not transferable.

is a duly accredited representative of the  
General Secretary.  
Date—

#### TIME AND WAGES BOOK.

22. (a) Each employer shall keep a record from which can be readily ascertained the name of each employee and his occupation, the hours worked each day, and the wages and allowances paid each week.

(b) The time occupied by an employee in filling in any time record or cards or in the making of records shall be treated as time of duty, but this does not apply to checking in or out when entering or leaving the employer's premises.

(c) The time and wages record shall be open for inspection to a duly accredited union official during the usual office hours at the employer's office or other convenient place. Provided that an inspection shall not be demanded unless the secretary of the union or the district secretary or organizer of any division suspects that a breach of the Determination has been committed. Provided also that only one demand for such inspection shall be made in one fortnight at the same establishment.

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

#### NOTICE BOARD.

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

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

#### DEFINITIONS.

##### *General.*

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

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

"Process worker" means an employee engaged on—

- (i) repetition work on any automatic, semi-automatic or single-purpose machine or any machine fitted with jigs, gauges, or other tools rendering operations mechanical (and in connexion with which he is not responsible for the setting up of the machine, nor for the dimensions of the products other than by checking with gauges, which gauges shall be either unadjustable or, if adjustable, shall not be set by the operator); or
- (ii) in the assembling of parts of mechanical appliances or other articles so made, in which no fitting or adjustment requiring skill is required; or
- (iii) in specialized processes—not requiring use of hand tools except hammers, pliers, screw-drivers, spanners and files, and such tools as are necessary for deburring or removing rags or edging; or
- (iv) in the assembling of typewriters, and/or bookkeeping, and/or adding, and/or calculating, and/or duplicating machines, for the first time in Australia, but does not include tuning, and/or testing, and/or adjustment of such machines.

"Ship repairs" means—

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

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

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

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

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

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

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

##### *General Engineering.*

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

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

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

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

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

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

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

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

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

"Toolmaker" means a tradesman making and/or repairing any precision tool, gauge, die, or mould to be affixed to any machine, who designs or lays out his work and is responsible for its proper completion, and includes any tradesman engaged in or in connexion with the making of any tool, gauge, die, or mould as aforesaid who by agreement with the employer is classified as a toolmaker.

*Welding.*

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

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

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

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

*Smithing.*

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

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

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

*Moulding.*

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

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

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

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

**PERIODICAL ADJUSTMENT OF WAGES.**

25. The wages rates set out in clause 2 are based upon the following basic wage rates, and, pursuant to the provisions of Section 21 of the *Factories and Shops Act 1934*, the Board hereby determines that such rates shall be automatically adjusted by the same amount and at the same time as such Basic Wage as prescribed by clause 26.

*Basic Wage.*

Place.	Needs Basic Wage (Adjustable).	Loading Constant.	Total Basic Wage.	Index Number Set Assigned.
	£ s. d.	s. d.	£ s. d.	
Victoria— Within 20 miles of G.P.O., Melbourne, 10 miles of G.P.O., Geelong, at Warrnambool, and within Mildura and Gippsland Districts	6 4 0	6 0	6 10 0	Melbourne
Yallourn—6s. 6d. in excess of basic wage for Melbourne.				
Elsewhere—3s. less than the contemporaneous basic wage for Melbourne.				

**ADJUSTMENT OF BASIC WAGE.**

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

(b) Until the beginning of the first pay period to commence in February, 1950, the amounts of the Basic Wage shall be as prescribed in clause 25.

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

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

## MARGINAL RATES.

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

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

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

J. W. RYAN, Secretary.

Melbourne, 5th December, 1949.





# VICTORIA GOVERNMENT GAZETTE.

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No. 18]

FRIDAY, JANUARY 13.

[1950

Factories and Shops Acts.

## DETERMINATION OF THE SALTWORKERS 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 (other than persons subject to the determination of any Wages Board heretofore appointed) employed in the process, trade, business or occupation of—

(a) producing, gathering, extracting, manufacturing, treating or refining salt;  
(b) extracting products (other than salt) from sea water or from natural brines and bitterns and treating such products"—has made the following Determination, namely:—

1. That as from the beginning of the first pay period to commence on or after the 21st December, 1949, the last previous Determination of this Board shall be revoked and replaced by this Determination.

2. (a)

WAGES.

(a) Apprentices or Improvers (Day Shifts).	Juvenile Workers (Day Shifts).	Other Employees (Day Shifts).																																																																																																																																
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WAGES—continued.

(a) Apprentices or Improvers (Day Shifts).	Juvenile Workers (Day Shifts).	Other Employees (Day Shifts).	
MALES.	MALES.	MALES.	
Per Week of 40 Hours.	Per Week of 40 Hours.	—	Per Week of 40 Hours.
		<i>Shed and Factory Hands.</i>	
		Persons employed treating, crushing, or refining salt:—	
		Shed hand in charge of seven or more men .. .. .	164 0
		Shed hand in charge of six or less men .. .. .	157 0
		Shed hand who is required to stack .. .. .	151 0
		Shift Foreman—	
		In charge of a wet and dry plant .. .. .	172 0
		In charge of a dry plant .. .. .	164 0
		In charge of a wet plant .. .. .	164 0
		Millwrights .. .. .	164 0
		Hydro Operator .. .. .	149 6
		Tutosal Operator, i.e., an employee responsible for mixing .. .. .	149 6
		All Others .. .. .	148 0
		<i>By-products Section.</i>	
		Employee in charge of one or more employees operating by-products plant, i.e., extracting products (other than salt) from sea water or from natural brines and bitterns and treating such products .. .. .	158 6
		Employee operating by-products plant, i.e., extracting products (other than salt) from sea water or from natural brines and bitterns and treating such products .. .. .	157 0
		All others .. .. .	151 0
		FEMALES.	
		All Adults .. .. .	88 0

(b) Employees on shifts commencing in the afternoon or at night shall receive the wages provided in sub-clause (a) with the addition of 7½ per cent. for afternoon shift workers and 10 per cent. for night shift workers.

SPECIAL RATES.

3. In addition to the wages prescribed in clause 2 hereof, the following special rates and allowances shall be paid to employees, including apprentices, improvers, and juvenile workers:—

*Confined Spaces.*

(a) Working in confined space 3d. per hour extra.

*Hot Places.*

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

*Employee within Call.*

(c) When work is being performed under sub-clauses (a) and (b) hereof, another person shall always be within call.

*Special Rates not Cumulative.*

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

TIMES OF BEGINNING AND ENDING WORK.

4. (a) When day shift only is worked—

	Where a 5½ day week is worked.		Where a 5 day week is worked.	
	Time of Beginning.	Time of Ending.	Time of Beginning.	Time of Ending.
Monday to Friday, (inclusive) .. .. .	7.30 a.m.	6 p.m.	7.30 a.m.	6 p.m.
Saturday .. .. .	7.30 a.m.	12 noon.		

The above-mentioned times of beginning and ending work may be varied on any job by mutual consent of the employer and a majority of the employees.

(b) Shift workers—

(i) *Where Two Shifts are Worked.*—An employer may require two shifts a day to be worked, provided that the time of beginning the first shift shall be not earlier than 7 a.m. and that the time of ending the second shift shall be not later than 2 a.m. on the following morning, and also provided that the ordinary spread of hours of each shift shall not exceed eight hours forty-eight minutes.

(ii) *Where three shifts are worked—*

	Time of Beginning.	Time of Ending.
First shift .. .. .	8 a.m.	4 p.m.
Second shift .. .. .	4 p.m.	12 midnight
Third shift .. .. .	12 midnight	8 a.m.

(iii) Provided that the times of beginning and ending shifts stated in this sub-clause may be varied by agreement between an employer and his employees.

HOURS FOR A WEEK'S WORK.

5. The hours for an ordinary week's work for all employees shall be 40 hours per week provided that when employees are required for essential cleaning purposes, or for maintenance of plant, these hours may be varied in such manner that not more than 80 hours are worked in any two consecutive weeks, with a maximum of 44 hours in any one week and provided further that the hours of shift workers may be fixed by agreement between an employer and an employee so that an average of 40 hours of ordinary working time may be worked in three consecutive weeks subject to 44 hours of ordinary working time being the maximum in any one week.

OVERTIME.

6. Except as provided in sub-clause (c) overtime shall be payable as follows:—

(a) Any employee who works in excess of the maximum number of hours fixed for a week's work shall be paid or such work at the rate of time and a half for the first four hours, and thereafter at the rate of double time.

- (b) Any employee who works outside the hours fixed in clause 4 shall be paid for such work at the rate of time and a half for the first four hours and thereafter at the rate of double time.
- (c) The overtime rate for shift workers shall not apply to arrangements between employees themselves or in cases due to rotation of shifts or when the relief does not come on duty at the proper time. Provided that where not less than eight hours' notice has been given to the employer by the employee that he will be absent from work, and the employee whom he should relieve is not relieved, such unrelieved employee shall be paid time and a half for all time of duty after he has finished his ordinary shift.
- (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.

#### EMPLOYEE REPORTING FOR WORK AND NOT ALLOWED TO START.

7. An employee who reports for work and is not allowed to start shall be paid for two hours' work. Provided that this clause shall not operate if a stoppage of work has taken place through some cause over which the employer has no control.

#### EMPLOYEE WORKING IN WET PLACES.

8. (a) Any employee who is required to work in water, brine slurry or mud exceeding two inches in depth shall be provided with gum boots or shall receive an allowance of 2s. per day for each day he is so required to work.
- (b) Unless oilskins and gum boots are provided for men required to work in rain double time shall be paid for work done in such rain. Provided that this sub-clause shall not apply to salt loaders from stacks.

#### HOLIDAYS.

9. (a) Weekly employees shall be entitled to 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, and Boxing Day, but if any other day be by Act of Parliament or Proclamation substituted for any of the above-named holidays, this provision shall apply only to the day so substituted.
- (b) When an employee fails without reasonable cause, proof whereof shall be upon him, to attend for work on the working day immediately following or immediately prior to any of the holidays prescribed in sub-clause (a) hereof, he shall not be entitled to be paid for such holiday.

#### SPECIAL RATE FOR WORK DONE ON SUNDAYS AND HOLIDAYS.

10. Double time shall be payable for all work done on Sundays or on any of the days mentioned in clause 9 (a) except in the case of employees effecting repairs to or renewals to plant or machinery—which it is necessary to effect on Sundays or holidays to enable work to be safely resumed on Monday or the earliest working day—in which case payment shall be made at the rate of time and a half. This exception does not apply to the work of installing new machinery.

#### TERMS OF ENGAGEMENT.

11. (i) An employer shall have the option of engaging any employee either by the week or casually.
- (ii) (a) If the engagement is by the week it shall be for a continuous period of at least eight weeks, and thereafter shall be terminated by a week's notice on either side, given at any time during the week, or by payment or forfeiture of a week's wages in lieu thereof, as the case may be: Provided that this clause shall not affect the employer's right to dismiss forthwith at any time an employee because of the latter's incompetence or misconduct, in which case the employee shall be entitled in respect of wages for the then current week's employment, only to payment proportionate to the aggregate of time worked by him, and of such other previous time (if any) in that week as to which under this Determination no deduction from his week's wages is allowable.
- (b) An engagement shall be deemed to be and to continue casual unless the employer, at the commencement of the engagement or before any change by him of a casual engagement of the employee to one by the week, expressly notifies the employee that he is to be engaged by the week.
- (c) A casual employee is one engaged and paid as such. A casual employee for working ordinary time shall be paid per hour one-fortieth of the weekly rate prescribed by this Determination for the work which he performs, plus three pence per hour.
- (d) The employer shall have the right to deduct payment for any day upon which the employee cannot be employed usefully because of any strike, or through any breakdown of machinery, or any stoppage of work, or any cause for which the employer cannot reasonably be held responsible.

#### ANNUAL HOLIDAYS.

12. The annual holidays for employees covered by this Determination shall be in accordance with the provisions, as may be amended from time to time, of the *Factories and Shops (Annual Holidays) Act 1946—No. 5111*.

#### SICK LEAVE.

13. (a) A weekly 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 with 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 as a weekly employe for at least six 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 illness or injury and the estimated duration of the absence;
- (iv) He shall produce to the employer a medical certificate or other reasonable evidence justifying the absence;
- (v) He shall not be entitled in any year of service to paid leave of absence in excess of 40 hours of working time.
- For the purposes of this sub-clause a year of service shall be deemed to commence from the date of engagement.
- (b) Notwithstanding the provisions of sub-clause (a) hereof, if the full period of sick leave as prescribed above is not taken in any year, such portion as is not taken shall be cumulative from year to year up to a period not exceeding 120 hours of working time, which shall be the maximum amount of leave to which an employee may be entitled in any year of service without deduction of pay. For the purposes of this sub-clause service prior to the 4th October, 1946, shall be disregarded.

#### MIXED DUTIES.

14. An employee who is required to do work for which a higher rate is fixed than that provided for his ordinary duties shall if such work exceeds a total of two hours on any day be entitled to be paid for all work done on such day at the higher rate.

#### TOOLS.

15. The employer shall provide an employee with all tools necessary for the work to be done.

#### PAYMENT OF WAGES.

16. Wages shall be paid weekly during an employee's ordinary working hours, and such payment shall be made on Tuesday, except at Laverton when it shall be not later than Wednesday.

**CRIB TIME.**

17. An employee on shift work shall be allowed a crib time during each shift. For the purpose of administering this clause crib time shall be deemed to mean time taken for a meal at suitable opportunity in a shift so as not to interfere with an employee's duties.

**MEAL ALLOWANCE.**

18. An employee required to work overtime for more than two hours without being notified the day before that he will be so required shall either be supplied with a meal by the employer or paid 2s. Provided that where the employee was notified the previous day of the intention to work overtime and such overtime was not worked, he shall be entitled to the meal allowance herein provided.

**RIGHT OF ENTRY OF UNION OFFICIAL.**

19. Provided he reports to the works manager before so doing a duly accredited representative of the Australian Workers Union not more often than once a fortnight shall have the right to enter during the midday meal hour the portion of any employer's establishment in which any of the classes of labour covered by this Determination are employed for the purpose of interviewing employees on legitimate union business.

If any representative is unduly interfering or is creating disaffection amongst the employees or is offensive in his methods the employer may refuse the right of entry.

**PROTECTIVE CLOTHING.**

20. Suitable protective clothing shall be provided for employees when working on boiling vats.

**SHELTERS.**

21. Suitable shelters shall be provided for all employees within reasonable distances from places of work.

**EMPLOYEE RECALLED TO WORK.**

22. Any employee who having ceased work for the day is recalled to work shall be paid for a minimum of two hours' work at the rate of time and a half.

**FIRST AID KIT.**

23. A first-aid kit shall be provided and kept in good order on all works and shall contain the following articles:—

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

**PROVISION OF DRINKING FACILITIES.**

24. Water bags and good drinking water shall be provided on all jobs.

**TRAVELLING ALLOWANCE.**

25. When an employee is required by the employer to work away from his usual place of employment and cannot return nightly to his usual place of residence he shall be provided with free board and lodging or paid an additional amount at the rate of 45s. per week and all fares necessarily incurred in travelling to the temporary place of employment and on returning to his usual place of residence at the termination of the work.

Time occupied in travelling to and from the temporary place of work shall be paid for at ordinary rates of pay.

**PIECEWORK.**

26. The Board determines under the provisions of Section 150 of the *Factories and Shops Act 1928* that any employer may fix and pay piecework prices to any person employed at any work for which the Board has fixed a minimum wage, provided that any such employer shall base such piecework prices on the earnings of an average worker working under like conditions, and such piecework prices shall be fixed so that an average worker can earn not less than the wages rates that are fixed by the Board for such work.

**PERIODICAL ADJUSTMENT OF WAGES.**

27. The wages rates set out in clause 2 are based upon the following basic wage rates and pursuant to the provisions of Section 21 of the *Factories and Shops Act 1934*, the Board hereby determines that such rates shall be automatically adjusted as prescribed by clause 28. Provided that the wages of apprentices improvers, juvenile workers, and adult female employees shall be adjusted from time to time by increasing or decreasing the said rates in the same proportion as the amount of increase or decrease of the basic wage bears to the basic wage current immediately prior to the adjustment. Such adjustments shall be calculated to the nearest sixpence, half or less than half of sixpence to be disregarded.

**Basic Wage.**

Place.	Needs Basic Wage (Adjustable.)	Loading Constant.	Total Basic Wage.	Index Number Set Assigned.
Throughout the State .. .. .	£ s. d. 6 4 0	s. d. 6 0	£ s. d. 6 10 0	Melbourne

## ADJUSTMENT OF BASIC WAGE.

28. (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, 1950, the amount of the basic wage shall be as prescribed in clause 27.

(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, 7th December, 1949.





# VICTORIA GOVERNMENT GAZETTE.

Published by Authority.

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No. 19]

FRIDAY, JANUARY 13.

[1950

Factories and Shops Acts.

## DETERMINATION OF THE WATCHMAKERS BOARD.

NOTE (i).—By proclamation issued by the Governor in Council on the 26th October, 1948, the trade of 'watch and clock making' was proclaimed an apprenticeship trade under the Apprenticeship Acts throughout the metropolitan district. By a further proclamation dated the 22nd March, 1949, such proclamation was varied by the substitution of the words:—'Clock making, watch making, watch and clock making' for the words 'watch and clock making.'

NOTE (ii).—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, business, or occupation of a watch or clock maker (including repairers)" has made the following Determination, namely:—

1. That as from the beginning of the first pay period to commence on or after the 19th December, 1949, the last previous Determination of this Board shall be revoked and replaced by this Determination.

2.

Apprentices. (Other than those covered by the Apprenticeship Commission)	Improvers.	Other Employees.
Wages per Week of 40 Hours.	Wages per Week of 40 Hours.	Wages per Week of 40 Hours.
<p><i>Watchmaking or Watchmaking and Clockmaking.</i></p> <p>1st year's experience .. £ 1 13 6 2nd year's experience .. .. 2 5 0 3rd year's experience .. .. 3 1 6 4th year's experience .. .. 4 4 0 5th year's experience .. .. 5 11 6 6th year's experience .. .. 7 3 0</p> <p><i>Clockmaking only.</i></p> <p>1st year's experience .. .. 1 13 6 2nd year's experience .. .. 2 5 0 3rd year's experience .. .. 3 1 6 4th year's experience .. .. 4 6 6 5th year's experience .. .. 6 3 0</p> <p>An amended form of Indenture has been prescribed by the Board.</p>	<p>1st year's experience .. £ 1 13 6 2nd year's experience .. .. 2 18 0 3rd year's experience .. .. 3 3 6 4th year's experience .. .. 4 0 0 5th year's experience .. .. 5 0 6 6th year's experience .. .. 6 3 0</p>	<p>Watchmaker .. .. £ 9 4 0*</p> <p>Clockmaker .. .. .. 7 19 0</p> <p>* Includes a sum of 2s. as a tool allowance.</p>

### APPRENTICESHIP.

(Other than for apprentices covered by the Apprenticeship Commission.)

3. (a) An employer shall not employ any minor in watch or clockmaking and/or repairing unless under a contract of apprenticeship, provided that any person who, on the 1st August, 1947, was employed as an improver may continue to be so employed and paid at the rate prescribed in clause 2 for an improver of like experience.

As from the 1st August, 1947, no person may be bound as an apprentice to the trade except with the permission of the Chairman of the Wages Board.

#### Proportion.

(b) One apprentice to every two or fraction of two workers, other than apprentices, receiving not less than the minimum wage for a tradesman as fixed from time to time, provided that an employer may, on application to and with the consent of the Wages Board, after satisfying such Board that he has the plant, equipment, and staff necessary for the proper tuition of each apprentice, take apprentices in excess of the proportion herein prescribed.

#### Contract of Apprenticeship.

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

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

*Cancellation or Suspension of Indenture.*

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

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

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

*Adult Apprentices.*

(e) Any apprentice who cannot complete his full term of apprenticeship before reaching his twenty-first birthday may, by consent of the Secretary for Labour, serve as an apprentice until he completes his indenture.

*Annual Leave, Sick Leave &c.*

(f) The conditions as to hours of work, holidays, annual leave, and sick leave herein prescribed for adult employees shall apply to apprentices.

*Lost Time.*

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

*Prohibition of Premiums.*

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

*Probationary Period.*

(i) Minors shall be apprenticed as from the date of commencing work with an employer, but notwithstanding anything contained elsewhere in this Determination the first six months of service shall be deemed to be a probationary period, and the indenture may be terminated by any party thereto during such period of probation without any obligation to any other party or parties.

*Tools.*

(j) The employer shall supply all necessary tools in the first year of apprenticeship, and the apprentice shall supply all tools excepting a lathe in the second and succeeding years, provided that the apprentice shall supply his own lathe by the beginning of the fifth year.

*HOURS OF WORK.*

4. The ordinary hours of work shall be 40 per week to be worked in five days of not more than 8 hours (Monday to Friday inclusive) and one day (Saturday) of not more than 4 hours; or five days (Monday to Friday inclusive) of 8 hours each continuously except for meal breaks at the discretion of the employer, between 7.30 a.m. and 6 p.m. on Monday to Friday inclusive, and 8 a.m. and 1 p.m. on Saturday.

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

*OVERTIME.*

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

In computing overtime each day's work shall stand alone.

(b) An employee required to work overtime in excess of one hour after the usual time of ceasing work and who was not notified on the previous day of the intention to work such overtime shall be paid 2s. 6d. as tea money in addition to overtime rates for work done.

*HOLIDAYS.*

6. (a) Employees shall be entitled to the following public holidays without loss of pay as regards employees on weekly hiring:—New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, King's Birthday, Labour Day, Anzac Day, Christmas Day, and Boxing Day, or such other day as is generally observed in the locality as a substitute for any of the said days respectively. Should the 25th December in any year occur on a Sunday the following Monday and Tuesday shall, for the purposes of this Determination, be deemed to be Christmas Day and Boxing Day respectively. Likewise should the 1st January in any year occur on a Sunday the following Monday shall be deemed to be New Year's Day.

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

(b) An employee engaged on piece-work shall be paid for such holidays at the appropriate time rate of pay.

*SPECIAL RATES.*

7. Double time shall be paid for all work done on Sundays and any of the holidays prescribed in clause 6 hereof.

*PAYMENT OF WAGES.*

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

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

*CONTRACT OF EMPLOYMENT.**Weekly Employment.*

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

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

(c) An employee not attending for duty shall lose his pay for the actual time of such non-attendance.



*Casual Employment.*

(d) A casual employee is one engaged and paid as such. A casual employee for working ordinary time shall be paid per hour one-fortieth of the weekly rate prescribed by this Determination for the work which he performs, plus ten per cent, together with any payment to which he is entitled pursuant to the provisions of the Act referred to in clause 10 hereof.

## ANNUAL HOLIDAY.

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

## SICK LEAVE.

11. (a) Any employee not attending for duty shall lose his or her pay for the actual time lost unless such employee has had not less than twelve months' service with the same employer, and he or she produces or forwards within twenty-four hours of the commencement of such absence evidence satisfactory to the employer that his or her non-attendance was due to personal ill-health or accident necessitating such absence, but such employee shall not be entitled to payment for non-attendance on the grounds of personal ill-health or accident for more than 40 hours of working time in each year.

(b) If the full period of sick leave as prescribed above is not taken in any year such portion as is not taken shall be cumulative from year to year up to a period not exceeding 120 hours of working time, which shall be the maximum amount of leave to which an employee may be entitled in any year of service without deduction of pay.

For the purposes of this sub-clause service prior to the 1st July, 1948, shall be disregarded.

## RIGHT OF ENTRY OF UNION OFFICIAL.

12. A duly accredited representative of the Jewellers, Watchmakers and Dental Workers' Union of Australia shall have the right to enter employers' establishments during the midday meal hour for the purposes of interviewing employees on legitimate Union business on the following conditions:—

- (a) That he produces his authority to the employer or his representative.
- (b) That he interviews employees only at the place where they are taking their meal.
- (c) That not more than one representative in all be in any establishment at any one time.
- (d) That no one representative visit an establishment more than once a fortnight.
- (e) That if an employer alleges that a representative is unduly interfering with his establishment or is creating disaffection amongst his employees or is offensive in his methods or is committing a breach of any of the previous conditions, such employer may refuse right of entry.

## WORK GIVEN OUT.

13. Any person or body of persons covered by this Determination who issues, gives out, or authorizes or permits to be issued or given out any watches and/or clocks whatsoever for the purpose of being cleaned or repaired by any process subject to the jurisdiction of this Board shall, notwithstanding the fact that the person to whom the work is issued or given out supplies additional material, keep a record book which shall contain a correct description of such work and the price paid for same. A similar record shall be kept by the person to whom such work is issued or given out.

The records herein prescribed shall be available for inspection by an official of the Department of Labour on demand.

## PIECEWORK.

14. (a) The lowest piecework prices payable for the following kinds of work shall be:—

	<i>s.</i>	<i>d.</i>
Barrel hook .. .. .	3	0
Crown, fitting only, ordinary Swiss .. .. .	1	6
Bouchon .. .. .	3	0
Click, ordinary Swiss type .. .. .	3	6
Centre pin to hollow centre pinion .. .. .	3	0
Centre pin to hollow centre pinion, with set square .. .. .	4	6
Endpiece, ordinary Swiss .. .. .	1	6
Hairspring, flat .. .. .	6	0
Hairspring, briquet and overcoil .. .. .	7	6
Jewel, with cleaning .. .. .	2	6 plus cost of cleaning
Jewel, brass set .. .. .	4	6 plus cost of cleaning
Mainspring, ordinary timepiece .. .. .	3	6
Mainspring, ordinary timepiece .. .. .	2	6 plus cost of cleaning
Pinion, ordinary solid type centre .. .. .	11	6
Pinion, 3rd, 4th, and escape .. .. .	9	0
Canon pinion .. .. .	5	0
Pinion, pivoted only .. .. .	5	0
Roller pin .. .. .	3	6
Stone, pallet, each .. .. .	4	6
Stones, pallet, pair .. .. .	7	6
Screw, setting lever and shoulder .. .. .	2	6
Screw, plate, index, and other type .. .. .	0	9
Spring, click .. .. .	2	6
Spring, skipper .. .. .	3	6
Stem, winding, ordinary Swiss type with crown .. .. .	7	6
Staff, pallet, ordinary Swiss timepiece .. .. .	7	6
Staff balance 3½ and under .. .. .	10	0
"    "    3½ to 8½ .. .. .	8	6
"    "    8½ and over .. .. .	7	6

In addition to the above prices the cost of materials shall be added in the supplying of the following articles:—

Clicks, end pieces, hair-springs, main-springs, roller pins, pallet stones, crowns only, and jewels.

*Cleaning and Regulating.*

3½ and under .. .. .	8	6
3½ to 8½ .. .. .	7	6
9½ and over .. .. .	6	6
Watch of nineteen jewels and over .. .. .	10	6
Centre seconds .. .. .	1	0 extra

*Chronographs Cleaning, Regulating, and Adjustments.*

	<i>s. d.</i>
Chronograph with minute recorder .. .. .	10 6
Chronograph with split seconds .. .. .	15 0
Chronograph and timepiece .. .. .	18 6
Chronograph, timepiece with split seconds .. .. .	25 0

(b) To the Piecework Prices prescribed in sub-clause (a) hereof shall be added the sum of 13s. where a week of 40 hours has been worked, and a proportionate sum shall be added where less than a week of 40 hours has been worked. This added amount represents the sum by which the Basic Wage has been varied since the said Piecework Prices were determined.

PERIODICAL ADJUSTMENT OF WAGES.

15. The wages set out in clause 2 are based upon the following basic wage rates, and, pursuant to the provisions of Section 21 of the *Factories and Shops Act 1934*, the Board hereby determines that such rates shall be automatically adjusted by the same amount and at the same time as such basic wage as prescribed by clause 16.

Provided that the wages of apprentices and improvers, shall be adjusted proportionately to adjustments of the basic wage, such adjustments to be to the nearest 6d., half or less than half of 6d. to be disregarded. Provided also that the weekly earnings of pieceworkers shall be increased or decreased by the same amount and at the same time as the basic wage.

*Basic Wage.*

Place.	Needs Basic Wage.	Loading Constant.	Total Basic Wage.	Index Number Set Assigned.
	<i>£ s. d.</i>	<i>s. d.</i>	<i>£ s. d.</i>	
Throughout the State .. .. .	6 4 0	6 0	6 10 0	Melbourne

ADJUSTMENT OF BASIC WAGE.

16. (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, 1950, the amounts of the Basic Wage shall be as prescribed in clause 15.

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

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

J. W. RYAN, Secretary.

Melbourne, 7th December, 1949.



# VICTORIA GOVERNMENT GAZETTE.

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FRIDAY, JANUARY 13.

[1950

Factories and Shops Acts.

## DETERMINATION OF THE IRON AND STEEL ROLLING BOARD.

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

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

1. That as from the beginning of the first pay period to commence on or after the 19th December, 1949, the last previous Determination of this Board shall be revoked and replaced by this Determination.

2.

WAGES.

Improvers.		Other Employees.	
Wages per week of 40 hours—		Day shift, wages per week of 40 hours—	
	£ s. d.		£ s. d.
17 to 19 years of age .. .. .	5 10 0	Roller .. .. .	11 11 3
19 to 21 years of age .. .. .	6 11 9	Furnaceman .. .. .	10 19 6
		Rougher .. .. .	10 12 0
		Catcher (three high roughing Rolls) .. .. .	10 12 0
		Catcher who is responsible for adjusting guards .. .. .	8 8 0
		Other Catchers .. .. .	8 7 0
		Annealer or Heat Treatment Hand .. .. .	8 14 6
		Roller's Assistant .. .. .	8 13 0
		Charger .. .. .	8 6 0
		Shearsman of scrap (Crocodile Shears) .. .. .	8 6 0
		Yard Shearsman .. .. .	8 6 0
		Billet Shearsman .. .. .	8 6 0
		Scrap Bar and/or Scrap Shearsman .. .. .	8 3 0
		Shearsman (small mill Brooklyn) .. .. .	8 3 0
		Other Shearsmen .. .. .	7 19 6
		Setter Up .. .. .	8 3 6
		Carrier Up (large mill) .. .. .	7 16 0
		Carrier Up (small mill) .. .. .	7 16 0
		Underhand, second, handling up to 300-lb. blooms .. .. .	8 2 10
		Underhand who also assists to feed furnace .. .. .	8 2 0
		Underhand .. .. .	7 19 6
		Hookman .. .. .	8 2 0
		Middleman .. .. .	8 5 0
		Straightener .. .. .	8 2 0
		Straightener's Assistant .. .. .	7 19 6
		Chipper .. .. .	8 2 0
		Heater .. .. .	8 5 6
		Assistant Furnaceman .. .. .	7 16 0
		Plate Hand .. .. .	7 19 6
		Furnaceman at electric furnace .. .. .	8 17 6
		Pitman at electric furnace .. .. .	8 3 0
		Ladleman at electric furnace .. .. .	8 8 0
		Assistant at electric furnace .. .. .	8 2 0
		Assistant to Shearsman .. .. .	7 19 6
		Other employees with not less than three months' experience in this industry .. .. .	7 2 0
		All others .. .. .	6 16 0

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

### PROHIBITION OF EMPLOYMENT.

3. The employment of any improver under the age of seventeen years is prohibited.

### HOURS OF EMPLOYMENT.

4. The ordinary hours of work shall be 40 per week to be worked in five days of not more than 8 hours (Monday to Friday inclusive) and one day (Saturday) of not more than 4 hours; or five days (Monday to Friday inclusive) of 8 hours each, continuously except for meal breaks at the discretion of the employer between 7 a.m. and 5.30 p.m. on Monday to Friday inclusive, and 7 a.m. and noon on Saturday; provided that the spread of hours or daily hours prescribed may be altered as to all or a section of the employees by mutual agreement between an employer and the representative of the Union in that shop.

**SHIFT WORK.**

5. The following percentage shall be added to the rates fixed for the day shift for persons employed on the afternoon or night shift:—12½ per cent.

**MIXED FUNCTIONS.**

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

**OVERTIME.**

7. (a) For all work done outside ordinary hours the rates of pay shall be time and a half for the first four hours and double time thereafter, such double time to continue until the completion of the overtime work: Provided that in the case of a junior the rate for overtime shall be not less than the rate herein prescribed or 1s. 6d. per hour, whichever is the higher. Except as provided in this sub-clause or sub-clause (b) hereof in computing overtime each day's work shall stand alone.

**Rest Period After Overtime.**

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

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

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

**Call Back.**

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

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

**Saturday Work—Five-days Week.**

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

**Standing By.**

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

**Meal Hours—General.**

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

**Meal Hours—Maintenance Employees.**

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

**Crib Time.**

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

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

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

**Tea Money.**

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

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

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

**Transport of Employees.**

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

**Compulsory Overtime.**

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

**HOLIDAYS AND SUNDAY WORK.**

8. (a) Employees shall be entitled to the following public holidays (without pay except as hereinafter provided):—New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, King's Birthday, Labour Day, Anzac Day, Christmas Day, and Boxing Day, or such other day as is generally observed in the locality as a substitute for any of the said days respectively. Provided that Christmas Day and Boxing Day shall for the year, 1949, be deemed to fall on the 28th and 27th days of December, 1949, respectively, and that New Year's Day for the year, 1950, shall be deemed to fall on the 2nd day of January, 1950.

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

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

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

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

#### CONTRACT OF EMPLOYMENT.

##### *Weekly Employment.*

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

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

(c) An employee not attending for duty shall, except as provided by clause 10 hereof, lose his pay for the actual time of such non-attendance.

##### *Casual Employment.*

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

#### SICK LEAVE.

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

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

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

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

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

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

##### *Single day absence.*

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

##### *Cumulative Sick Leave.*

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

Provided that sick leave which accumulates pursuant to this sub-clause shall be available to the employee for a period of two years, but for no longer from the end of the year in which it accrues.

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

##### *Attendance at Hospitals, &c.*

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

#### ANNUAL HOLIDAY.

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

#### RIGHT OF ENTRY OF UNION OFFICIALS.

12. A duly accredited official of the Federated Ironworkers Association of Australia shall have the right to enter employers' workshops for the purpose of conducting union business during the midday meal hour or immediately prior to the starting of work by the night shift provided he notifies the management of his intention to visit the works.

#### PAYMENT OF WAGES.

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

(b) On the first pay day occurring during his employment, an employee shall be paid whatever wages are due to him up to the completion of his work on the previous day.

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

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

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

#### MISCELLANEOUS.

##### *Accommodation and Conveniences.*

##### *Boiling Water.*

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

*Drinking Water.*

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

*First-Aid Outfit.*

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

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

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

*Lockers.*

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

*Showers.*

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

*Washing and Sanitary Conveniences.*

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

*Clothing and Equipment.*

*Damage to Clothing.*

(b) (i) Compensation to the extent of the damage sustained shall be made where in the course of the work clothing is damaged or destroyed by fire, molten metal, red hot bars, or through the use of corrosive substances.

*Gloves.*

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

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

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

**DEFINITIONS.**

15. "Roller" means an employee who is responsible for the operation of a mill. This responsibility includes the supervision of the men, the setting up of the mill, and the rolling to exact dimensions the sections required.

"Furnaceman" means an employee responsible for the operation of a furnace, heating and discharging material into a mill.

"Assistant furnaceman" means an employee who assists the furnaceman, and who is responsible in the absence of the furnaceman for the heating of the material in the furnace.

"Heater" means an employee who is responsible for the heating of material in one, two or three furnaces prior to the furnaceman taking charge or between the shifts of furnacemen, and who assists the furnaceman generally when the latter is present.

"Roller's assistant" means an employee who assists the roller, is responsible under the roller for the setting up and maintenance of the mill and, when material is being rolled, works at any rolls directed by the roller; provided that when employed on roughing rolls he shall be paid the rougher's rate.

"Rougher" means an employee who works with tongs, back or front, on the first set of rolls receiving material from the furnace. Only three high roughing rolls carry two roughers.

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

PERIODICAL ADJUSTMENT OF WAGES.

16.—The wages rates set out in clause 2 are based upon the following basic wage rates, and, pursuant to the provisions of section 21 of the *Factories and Shops Act* 1934, the Board hereby determines that such rates shall be automatically adjusted by the same amount and at the same time as such basic wage, as prescribed by clause 17.

Provided that the rates for improvers shall be adjusted proportionately to the basic wage, such adjustments to be to the nearest 3d., half or less than half of 3d. to be disregarded.

Basic Wage.

Place.	Needs Basic Wage (Adjustable).	Loading Constant.	Total Basic Wage.	Index Number Set Assigned.
	£ s. d.	s. d.	£ s. d.	
Victoria .. .. .	6 4 0	6 0	6 10 0	Melbourne

ADJUSTMENT OF BASIC WAGE.

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

(b) Until the beginning of the first pay period to commence in February, 1950, the amounts of the Basic Wage shall be as prescribed in clause 16.

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

PIECEWORK.

18.—The lowest piecework price payable to any person employed shall be the price mentioned in the following Schedule, which Schedule shall form part of this Determination:—

Such piecework prices shall be adjusted from time to time to conform as far as practicable, and to the nearest farthing, with the wage rate adjustments as set out in clauses 16 and 17, and the following method shall be used for the purpose of such adjustments:—

The piecework prices for the respective classifications shall each be multiplied by the number of shillings (and fraction of a shilling, if any) in the appropriate weekly wage rate as adjusted, and the resultant amount divided by the number of shillings (and fraction of a shilling, if any) in the appropriate weekly wage rate shown in the Determination of the Board which came into operation as from the beginning of the first pay period to commence in November, 1949.

The Board has also determined that where any person employed on tonnage rates set out in such Schedule fails to earn during any day on which he is so employed an amount equal to one-fifth of the prescribed weekly rate he shall be paid for such day not less than one-fifth of the prescribed weekly rate. Provided that if such employee elects to work for a shorter period than the number of hours fixed for an ordinary day's work he shall be paid a sum proportionate to the time worked.

		s. d.	
<i>Four roll—18-inch Mill.</i>			
Roller	.. .. .	5 6½	per ton of finished bars of iron and steel.
		5 2½	per ton of scrap iron bars.
Rougher	.. .. .	4 0½	per ton of finished bars of iron and steel.
		7 3½	per ton of scrap iron bars.
Catcher	.. .. .	2 9½	per ton of finished bars of iron and steel.
		4 2½	per ton of scrap iron bars.
Middleman	.. .. .	2 8½	per ton of finished bars of iron and steel.
Large Hook	.. .. .	2 7½	per ton of finished bars of iron and steel.
		3 9½	per ton of scrap iron bars.
Small Hook	.. .. .	2 7½	per ton of finished bars of iron and steel.
Platehand	.. .. .	2 8	per ton of finished bars of iron and steel.
Leading Platehand	.. .. .	2 8½	per ton of finished bars of iron and steel.
		3 11½	per ton of scrap iron bars.
Furnaceman	.. .. .	8 9½	per ton of finished bars of iron and steel.
		12 8½	per ton of scrap iron bars.
Underhand	.. .. .	5 5	per ton of finished bars of iron and steel.
		7 9½	per ton of scrap iron bars.
Carrier Up	.. .. .	2 8½	per ton of finished bars of iron and steel.
Carrier Up (Assistant)	.. .. .	2 8	per ton of finished bars of iron and steel.
<i>Ten Roll—10-inch Mill.</i>			
Roller	.. .. .	8 9½	per ton of finished bars of iron and steel billets and iron piles up to 30 lbs. each.
		6 11½	per ton of finished bars of iron and steel billets and iron piles over 30 and up to 40 lbs. each.
		5 10½	per ton of finished bars of iron and steel billets and iron piles over 40 lbs. each.
Rougher	.. .. .	7 6½	per ton of finished bars of iron and steel billets and iron piles up to 30 lbs. each.
		5 10	per ton of finished bars of iron and steel billets and iron piles over 30 and up to 40 lbs. each.
		5 2	per ton of finished bars of iron and steel billets and iron piles over 40 and up to 60 lbs. each.
		5 0½	per ton of finished bars of iron and steel billets and iron piles over 60 lbs. each.
Catcher	.. .. .	4 7½	per ton of finished bars of iron and steel billets and iron piles up to 30 lbs. each.
		3 7½	per ton of finished bars of iron and steel billets and iron piles over 30 and up to 40 lbs. each.
		3 4½	per ton of finished bars of iron and steel billets and iron piles over 40 and up to 60 lbs. each.
		3 2½	per ton of finished bars of iron and steel billets and iron piles over 60 lbs. each.
Middleman	.. .. .	4 2	per ton of finished bars of iron and steel billets and iron piles up to 30 lbs. each.
		3 5	per ton of finished bars of iron and steel billets and iron piles over 30 and up to 40 lbs. each.
		3 2½	per ton of finished bars of iron and steel billets and iron piles over 40 and up to 60 lbs. each.
		3 1	per ton of finished bars of iron and steel billets and iron piles over 60 lbs. each.
Furnaceman	.. .. .	13 11½	per ton of finished bars of iron and steel billets and iron piles up to 30 lbs. each.
		12 2	per ton of finished bars of iron and steel billets and iron piles over 30 and up to 40 lbs. each.
		10 11½	per ton of finished bars of iron and steel billets and iron piles over 40 and up to 60 lbs. each.
		8 9½	per ton of finished bars of iron and steel billets and iron piles over 60 lbs. each.
Underhand	.. .. .	8 4	per ton of finished bars of iron and steel billets and iron piles up to 30 lbs. each.
		7 1½	per ton of finished bars of iron and steel billets and iron piles over 30 and up to 40 lbs. each.
		6 5½	per ton of finished bars of iron and steel billets and iron piles over 40 and up to 60 lbs. each.
		6 2½	per ton of finished bars of iron and steel billets and iron piles over 60 lbs. each.
Plateman	.. .. .	4 8½	per ton of finished bars of iron and steel billets and iron piles up to 30 lbs. each.
		3 6	per ton of finished bars of iron and steel billets and iron piles over 30 and up to 40 lbs. each.
		3 3½	per ton of finished bars of iron and steel billets and iron piles over 40 and up to 60 lbs. each.
		3 0½	per ton of finished bars of iron and steel billets and iron piles over 60 lbs. each.

NOTE.—The furnaceman and underhand are paid for the output of one furnace.

## MARGINAL RATES.

19. In addition to the basic wage provided in clause 16 the margins and loadings set out in this clause shall be the minimum rate payable to employees therein named :—

Classification.	Margin	Loading
	Per Week.	Per Week.
	<i>s. d.</i>	<i>s. d.</i>
Roller .. .. .	95 3	6 0
Furnaceman .. .. .	83 6	6 0
Rougher .. .. .	76 0	6 0
Catcher (three high roughing rolls) .. .. .	76 0	6 0
Catcher who is responsible for adjusting guards .. .. .	32 0	6 0
Other Catchers .. .. .	31 0	6 0
Annealer or Heat Treatment Hand .. .. .	38 6	6 0
Roller's Assistant .. .. .	37 0	6 0
Charger .. .. .	30 0	6 0
Shearsman of scrap (Crocodile Shears) .. .. .	30 0	6 0
Yard Shearsman .. .. .	30 0	6 0
Billet Shearsman .. .. .	30 0	6 0
Scrap Bar and/or Scrap Shearsman .. .. .	27 0	6 0
Shearsman (small mill Brooklyn) .. .. .	27 0	6 0
Other Shearsmen .. .. .	23 6	6 0
Setter Up .. .. .	27 6	6 0
Carrier Up (large mill) .. .. .	20 0	6 0
Carrier Up (small mill) .. .. .	20 0	6 0
Underhand, second, handling up to 300-lb blooms .. .. .	26 10	6 0
Underhand who also assists to feed furnace .. .. .	26 0	6 0
Underhand .. .. .	23 6	6 0
Hookman .. .. .	26 0	6 0
Middleman .. .. .	29 0	6 0
Straightener .. .. .	26 0	6 0
Straightener's Assistant .. .. .	23 6	6 0
Chipper .. .. .	26 0	6 0
Heater .. .. .	29 6	6 0
Assistant Furnaceman .. .. .	20 0	6 0
Plate Hand .. .. .	23 6	6 0
Furnaceman at electric furnace .. .. .	41 6	6 0
Pitman at electric furnace .. .. .	32 0	6 0
Ladleman at electric furnace .. .. .	32 0	6 0
Assistant at electric furnace .. .. .	24 0	6 0
Assistant to Shearsman .. .. .	23 6	6 0
Other employees with not less than three months' experience in this industry .. .. .	6 0	6 0
All others .. .. .	..	6 0

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

J. W. RYAN, Secretary.

Melbourne, 6th December, 1949.





VICTORIA  
GOVERNMENT GAZETTE.

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FRIDAY, JANUARY 13.

[1950.

Factories and Shops Acts.

DETERMINATION OF THE NICKELWARE BOARD.

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

(b) On the 25th June, 1934, the Board was deprived of the power to determine the lowest prices or rates which may be paid to any person employed electroplating, grinding, polishing, or finishing articles of table ware, and such power was conferred exclusively on the Electroplaters Board.

IN accordance with the provisions of the Factories and Shops Acts, the Wages Board appointed to "determine the lowest prices or rates which may be paid to any persons employed in the trade of making nickel-silver articles of table ware," and whose powers were, by Order in Council dated 16th November, 1920, extended so that it may "fix the lowest prices or rates which may be paid to any persons employed in the trade of making articles of table ware of any base metal," has made the following Determination, namely :—

1. That as from the beginning of the first pay period to commence on or after the 19th December, 1949, the last previous Determination of this Board shall be revoked and replaced by this Determination.

2. WAGES.

Adults.	Per Week of 40 Hours.
	s. d.
Stamper who puts in die and makes force .. .. .	177 6
Repairer .. .. .	177 6
Maker-up .. .. .	177 6
Spinner, 1st class .. .. .	171 0
Spinner (other) .. .. .	156 0
Die setter .. .. .	156 0
Drop hammer stamper (other than one who puts in die and makes force) .. .. .	154 0
Press operator (heavy) .. .. .	154 0
Press operator (light) .. .. .	152 0
Pickler .. .. .	153 0
Hand blanker .. .. .	152 0
Other employees with not less than three months' experience in the metal trades industry .. .. .	139 0
All others .. .. .	133 0

*Leading Hands.*

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

APPRENTICESHIP.

3. (a) An employer may employ any minor as an apprentice in any work covered by the Determination provided that no minor shall be employed in the trade or occupation of a spinner—1st class otherwise than under a contract of apprenticeship as hereinafter provided.

*Period of Apprenticeship.*

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

*Contract of Apprenticeship.*

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

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

*Cancellation or Suspension of Indentures.*

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

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

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

*Proportion.*

(e) An employer shall not employ apprentices in excess of the proportion hereinafter prescribed :—

- (i) In the trade of a spinner—1st class.—One apprentice for every three or fraction of three tradesmen;
- (ii) In all other cases.—Three apprentices and two improvers or two apprentices and three improvers to every three or fraction of three workers receiving not less than 133s. per week.

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

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

*Adult Apprentices.*

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

*Probationary Period.*

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

*Wages.*

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

(i) *Wages per Week of 40 hours.*

	Percentage of Needs Basic Wage.	Constant Loading.	War Loading.	Total Wage Payable.
	Per Week.	Per Week.	Per Week.	£ s. d.
		s. d.	s. d.	
<b>Four and five-year terms—</b>				
1st year .. .. .	29	0 0	0 9	1 16 6
2nd year .. .. .	40	1 0	1 0	2 11 6
3rd year .. .. .	53	1 6	1 6	3 8 6
4th year .. .. .	84	2 0	2 3	5 8 6
5th year .. .. .	100	2 0	3 0	6 16 0
	plus 7s.			
<b>Four-year terms—Apprentice commencing after the age of 17 years—</b>				
1st year .. .. .	33	0 0	0 9	2 1 6
2nd year .. .. .	53	1 0	1 6	3 8 0
3rd year .. .. .	84	2 0	2 3	5 8 6
4th year .. .. .	100	2 0	3 0	6 16 0
	plus 7s.			

The total wages of apprentices shall be calculated to the nearest 6d., any broken part of 6d. in the result not exceeding 3d. to be disregarded.

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

*Hours.*

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

*Overtime and Shift Work.*

(k) No apprentice under the age of eighteen years shall be required to work overtime or shift work unless he so desires. No apprentice shall except in an emergency work or be required to work overtime or shift work at times which would prevent his attendance at technical school as required by any statute, determination, or regulation applicable to him.

*Payment by Results.*

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

*Lost Time.*

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

*Prohibition of Premiums.*

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

*Attendance at Technical Schools.*

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

*Annual and Sick Leave.*

(p) Apprentices shall be entitled to sick and annual leave in accordance with the provisions of clauses 15 and 16 hereof respectively.

FEMALES AND UNAPPRENTICED MALE JUNIORS.

4. (a) Subject to the exception hereinafter provided, the minimum rates of wage for adult and junior females and for unapprenticed male juniors employed in occupations other than that of a spinner—1st class, shall be as follows:—

*Wages per Week of 40 Hours.*

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

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

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

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

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

*Prohibited Occupations.*

(c) Junior employees shall not be employed:—

(i) if under the age of 16 years—  
on oil or gas burners or fires used for heating of small articles; or  
using electric arc or oxy acetylene blow pipe, or

(ii) if under 18 years of age—  
die setting on power presses.

*SPECIAL RATE.*

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

*Wet Places.*

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

*Rate not Subject to Penalty Additions.*

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

**HOURS OF WORK.***Day Workers.*

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

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

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

*Five-Days Week.*

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

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

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

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

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

**SHIFT WORK.***Definitions.*

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

- "Afternoon shift" means any shift finishing after 6 p.m. and at or before midnight.
- "Continuous work" means work carried on with consecutive shifts of men throughout the 24 hours of each of at least six consecutive days without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.
- "Night shift" means any shift finishing subsequent to midnight and at or before 8 a.m.
- "Rostered shift" means a shift of which the employee concerned has had at least 48 hours' notice.

*Hours—Continuous Work Shifts.*

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

- (i) 8 in any one day; or
- (ii) 48 in any one week; or
- (iii) 88 in 14 consecutive days; or
- (iv) 160 in 28 consecutive days.

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

- (i) a shift shall consist of not more than 8 hours, inclusive of crib time;
- (ii) except at the regular change-over of shifts, an employee shall not be required to work more than one shift in each 24 hours;
- (iii) twenty minutes shall be allowed to shift workers each shift for crib which shall be counted as time worked.

*Hours—Other than Continuous Work.*

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

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

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

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

*Rosters.*

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

*Variation by Agreement.*

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

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

*Afternoon or Night Shift Allowances.*

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

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

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

An employee who—

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

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

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

*Overtime.*

(g) Shift workers for all time worked in excess of or outside the ordinary working hours prescribed by this Determination or on a shift other than a rostered shift shall—

- (i) if employed on continuous work be paid at the rate of double time; or
- (ii) if employed on other shift work at the rate of time and a half for the first four hours and double time thereafter, except in each case when the time is worked—
- (iii) by arrangement between the employees themselves;
- (iv) for the purpose of effecting the customary rotation of shifts; or
- (v) is due to the fact that the relief man does not come on duty at the proper time; or
- (vi) on a shift to which an employee is transferred on short notice as an alternative to standing the employee off in circumstances which would entitle the employer to deduct payment for a day in accordance with clause 14 (b) hereof.

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

*Compulsory Overtime.*

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

*Sundays and Holidays.*

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

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

*Junior Employees.*

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

*MIXED FUNCTIONS.*

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

*OVERTIME.*

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

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

*Rest Period After Overtime.*

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

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

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

*Call Back.*

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

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

*Saturday Work—Five-days Week.*

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

*Standing By.*

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

*Meal Hours—General.*

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

*Meal Hours—Maintenance Employees.*

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

*Crib Time.*

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

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

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

*Tea Money.*

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

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

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

*Transport of Employees.*

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

*Compulsory Overtime.*

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

**HOLIDAYS AND SUNDAY WORK.**

10. (a) Employees shall be entitled to the following public holidays without loss of pay as regards employees on weekly hiring:—New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, King's Birthday, Labour Day, Anzac Day, Christmas Day, and Boxing Day, or such other day as is generally observed in the locality as a substitute for any of the said days respectively. Provided that Christmas Day and Boxing Day shall for the year, 1949, be deemed to fall on the 26th and 27th days of December, 1949, respectively, and that New Year's Day for the year, 1950, shall be deemed to fall on the 2nd day of January, 1950. Any employer who has given to his employees notice under paragraph (i) of sub-clause (m) of clause 16 of this Determination of his intention to close down his plant or section or sections thereof for the purpose of allowing annual leave may alter the date of such intended closing down by substituting a date no more than two days earlier than the date of which notice was given upon giving at least one week's notice of such alteration.

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

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

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

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

**PIECE-WORK RATES.**

11. Subject to the minimum wages herein prescribed, an employer may remunerate any of his employees under any system of payment by results.

**EXTRA RATES NOT CUMULATIVE.**

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

**PAYMENT OF WAGES.**

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

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

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

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

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

**CONTRACT OF EMPLOYMENT.***Weekly Employment.*

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

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

(c) An employee not attending for duty shall, except as provided by clause 15 hereof, lose his pay for the actual time of such non-attendance.

*Casual Employment.*

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

*Late Comers.*

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

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

*SICK LEAVE.*

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

- (i) He shall not be entitled to paid leave of absence for any period in respect of which he is entitled to workers' compensation.
- (ii) He shall, within 24 hours of the commencement of such absence, inform the employer of his inability to attend for duty and, as far as practicable, state the nature of the injury or illness and the estimated duration of the absence.
- (iii) He shall prove to the satisfaction of his employer (or in the event of dispute, the Wages Board) that he was unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed.
- (iv) He shall not be entitled in any year (whether in the employ of one employer or of several) to leave in excess of 40 hours of working time.

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

*Single Day Absences.*

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

*Cumulative Sick Leave.*

(c) Sick leave shall accumulate from year to year so that any balance of the period specified in sub-clause (a) (iv) of this clause which has in any year not been allowed to an employee by an employer as paid sick leave may be claimed by the employee and subject to the conditions hereinbefore prescribed shall be allowed by that employer in a subsequent year without diminution of the sick leave prescribed in respect of that year. Provided that sick leave which accumulates pursuant to this sub-clause shall be available to the employee for a period of two years, but for no longer from the end of the year in which it accrues.

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

*Attendance at Hospital, &c.*

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

*ANNUAL LEAVE.**Period of Leave.*

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

*Seven-day Shift Workers.*

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

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

*Annual Leave Exclusive of Public Holidays.*

(c) Subject to this sub-clause the annual leave prescribed by this clause shall be exclusive of any of the holidays prescribed by clause 10 of this Determination, and if any such holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day, there shall be added to the period of annual leave time equivalent to the ordinary time which the employee would have worked if such day had not been a holiday.

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

*Broken Leave.*

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

*Calculation of Continuous Service.*

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

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

In cases of personal sickness or accident or absence with reasonable cause the employee to become entitled to the benefit of this sub-clause shall inform the employer in writing if practicable within 24 hours of the commencement of such absence of his inability to attend for duty and as far as practicable the nature of the illness, injury or cause and the estimated duration of his absence. A notification given by an employee pursuant to clause 15 shall be accepted as a notification under this sub-clause.

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

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

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

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

#### *Calculation of Service.*

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

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

#### *Calculation of Month.*

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

#### *Leave to be Taken.*

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

#### *Time of Taking Leave.*

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

#### *Leave Allowed Before Due Date.*

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

Where leave has been granted to an employee pursuant to this sub-clause before the right thereto has accrued due and the employee subsequently leaves or is discharged from the service of the employer before completing the twelve months' continuous service in respect of which the leave was granted the employer may for each one complete month of the qualifying period of twelve months not served by the employee deduct from whatever remuneration is payable upon the termination of the employment one-twelfth of the amount of wage paid on account of the annual leave, which amount shall not include any sums paid for any of the holidays prescribed by clause 10 of this Determination.

#### *Payment for Period of Leave.*

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

#### *Proportionate Leave on Dismissal.*

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

#### *Annual Close Down.*

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

- (i) He may by giving not less than one month's notice of his intention so to do stand off for the duration of the close down all employees in the plant or section or sections concerned, and allow to those who are not then qualified for two full weeks' leave paid leave on a proportionate basis of one-sixth of a week's leave for each completed month of continuous service.
- (ii) An employee who has then qualified for two full weeks' leave, and has also completed a further month or more of continuous service shall be allowed his leave, and shall subject to sub-clause (f) hereof also be paid one-sixth of a week's wages in respect of each completed month of continuous service performed since the close of his last twelve-monthly qualifying period.
- (iii) The next twelve-monthly qualifying period for each employee affected by such close down shall commence from the day on which the plant, or section or sections concerned is re-opened for work. Provided that all time during which an employee is stood off without pay for the purposes of this sub-clause shall be deemed to be time of service in the next twelve monthly qualifying period.



- (iv) If in the first year of his service with an employer an employee is allowed proportionate annual leave under paragraph (i) hereof, and subsequently within such year lawfully leaves his employment or his employment is terminated by the employer through no fault of the employee, he shall be entitled to the benefit of sub-clause (i) of this clause subject to adjustment for any proportionate leave which he may have been allowed as aforesaid.

MISCELLANEOUS.

*Accommodation and Conveniences.*

*Boiling Water.*

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

*Drinking Water.*

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

*First-Aid Outfit.*

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

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

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

*Lockers.*

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

*Washing and Sanitary Conveniences.*

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

*Clothing, Equipment, and Tools.*

*Damage to Clothing and Tools.*

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

*Goggles.*

- (ii) Suitable mica or other goggles shall be provided by the employer for each employee using emery wheels or where used by more than one employee such goggles shall be sterilized before being used by another employee. An employee when working on emery wheels shall wear the goggles provided for his protection.

Goggles containing celluloid shall not be considered suitable for the purposes of this provision.

*Masks.*

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

*Protective Clothing—Galvanising, &c.*

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

*Tools.*

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

*Females—Rest Period and Seats.*

(c) Female employees shall be allowed a rest period of not less than ten minutes during each day or shift, to be taken during the first or second half of the day or shift as may be decided by a majority of the female employees in a shop. When requested by employees and where practicable suitable seats shall be provided by the employer for female employees.

*Ventilation.*

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

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

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

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

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

## SHOP STEWARDS.

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

## RIGHT OF ENTRY OF UNION OFFICIALS.

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

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

Provided that where certain employees are working under a system of shift work which precludes a representative from interviewing them during the midday meal break the representative shall have the right to enter the employer's premises for the purpose of interviewing such employees at such time and under such conditions as to notice as may be mutually arranged by the representative and the employer, or failing agreement, at such times and under such conditions as the Wages Board may decide.

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

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

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

(Name of organization.)

THIS IS TO CERTIFY THAT \_\_\_\_\_ is a duly accredited representative of the above-named organization.

General Secretary.

(Seal.)

Date—

Specimen Signature of Holder—

STRICTLY NOT TRANSFERABLE.

## TIME AND WAGES BOOK.

20. (a) Each employer shall keep a record from which can be readily ascertained the name of each employee and his occupation, the hours worked each day, and the wages and allowances paid each week.

(b) The time occupied by an employee in filling in any time record or cards or in the making of records shall be treated as time of duty, but this does not apply to checking in or out when entering or leaving the employer's premises.

(c) The time and wages record shall be open for inspection to a duly accredited union official during the usual office hours at the employer's office or other convenient place. Provided that an inspection shall not be demanded unless the secretary of the union or the district secretary or organizer of any division suspects that a breach of the Determination has been committed. Provided also that only one demand for such inspection shall be made in one fortnight at the same establishment.

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

## NOTICE BOARD.

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

## DEFINITIONS.

22. "Pieceworker" means an employee required to work any job at a price fixed.  
 "Spinner—1st class" means an adult employee required to make his own chucks, spin up the job to drawings, measurement, or blue prints, and/or who applies general trade knowledge and experience to making of spun articles by jobbing methods.  
 "Sunday" means all time between midnight Saturday and midnight Sunday.  
 "Year" means the period between the 1st day of June in each year and the next 31st day of May.

## PERIODICAL ADJUSTMENT OF WAGES.

23. The wages rates set out in clause 2 are based upon the following basic wage rates, and, pursuant to the provisions of Section 21 of the *Factories and Shops Act 1934*, the Board hereby determines that such rates shall be automatically adjusted by the same amount, and at the same time as such basic wage as prescribed in clause 24. The wages of male juniors and females shall be the percentages of the needs basic wage, and in addition thereto the loadings, specified in clauses 3 and 4 of this Determination.

## Basic Wage.

Place.	Needs Basic Wage. (Adjustable).	Loading Constant.	Total Basic Wage.	Index Number Set Assigned.
Throughout the State .. .. .	£ s. d. 6 4 0	s. d. 6 0	£ s. d. 6 10 0	Melbourne

## ADJUSTMENT OF BASIC WAGE.

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

(b) Until the beginning of the first pay period to commence in February, 1950, the amounts of the Basic Wage shall be as prescribed in clause 23.

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

In addition to the basic wage prescribed by clause 23, any adult employee of a classification specified hereunder shall be paid the margin and loading hereinafter assigned to that classification, and such loading shall be deemed to be part of his ordinary rate of wage for all purposes of this Determination:—

Classification.	Margin.	War-Time Loading.
	s. d.	s. d.
Stamper who puts in die and makes force .. .. .	41 6	6 0
Repairer .. .. .	41 6	6 0
Maker-up .. .. .	41 6	6 0
Spinner, 1st class .. .. .	37 0	4 0
Spinner (other) .. .. .	23 0	3 0
Die setter .. .. .	23 0	3 0
Drop hammer stamper (other than one who puts in die and makes force) .. .. .	21 0	3 0
Press operator (heavy) .. .. .	21 0	3 0
Press operator (light) .. .. .	19 0	3 0
Pickler .. .. .	20 0	3 0
Hand blanker .. .. .	19 0	3 0
Other employees with not less than three months' experience in the metal trades industry	6 0	3 0
All others .. .. .	Nil	3 0

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

J. W. RYAN, Secretary.

Melbourne, 5th December, 1949.





# VICTORIA GOVERNMENT GAZETTE.

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FRIDAY, JANUARY 13.

[1950

Factories and Shops Acts.

## DETERMINATION OF THE ELECTRO-PLATERS BOARD.

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

(b) On the 7th day of February, 1938, the Tinsmiths Board was deprived of the power to determine the lowest prices or rates which may be paid to any persons employed in the process, trade, or business of metal polishing, and such power was conferred exclusively on the Electro-platers Board.

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

(i) any person or persons or classes of persons employed in the process, trade, or business of—

- (a) Electro plating ;
- (b) Metal polishing ;
- (c) Metal grinding in electroplating establishments ;
- (d) Enamelling or japanning metals—

other than persons subject to the Determination of any one of the following Boards :—

- Bedstead Makers Board,
- Engineers and Brassworkers (Skilled) Board,
- Engineers and Brassworkers (Unskilled) Board,
- Jewellers Board,
- Ovenmakers Board,
- Tinsmiths Board ;

(ii) any person employed electro plating, grinding, polishing, or finishing articles of tableware or table cutlery"—has made the following Determination, viz. :—

1. That as from the beginning of the first pay period to commence on or after the 19th December, 1949, the last previous Determination of this Board shall be revoked and replaced by this Determination.

2. WAGES.

Adults.	Per Week of 40 hours.
<i>Males.</i>	<i>s. d.</i>
Grinder or polisher .. .. .	167 6
Electro-plater—	182 0
1st Class .. .. .	167 0
2nd Class .. .. .	162 0
3rd Class .. .. .	167 6
Liner or hand decorator .. .. .	157 6
Coater .. .. .	154 0
Spray operator .. .. .	139 0
Other employees with not less than three months' experience in the metal trades industry	130 0
All others .. .. .	130 0
<i>Females.</i>	
Females employed at—	111 0
(a) Hand burnishing, hand finishing, or lacquering .. .. .	
(b) Polishing—Ash trays, bottle tops, butter dishes, butter knives, children's mugs, dish mounts, egg cups, forks, spoons, match-box slides, pepper shakers, pin trays, salt pourers, serviette rings, tea strainers, vases, or any similar articles 3 inches or less in diameter or 5 inches or less in length .. .. .	166 6
under three months' experience in the industry .. .. .	80 6
thereafter .. .. .	104 0

### Leading Hands.

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

**APPRENTICESHIP.**

3. (a) An employer may employ any minor as an apprentice in any work covered by this Determination provided that no minor shall be employed in the trade or occupation of an Electroplater—1st class otherwise than under a contract of apprenticeship as hereinafter provided.

*Contract of Apprenticeship.*

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

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

*Cancellation or Suspension of Indenture.*

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

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

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

*Proportion.*

(d) An employer shall not employ apprentices in excess of the proportion hereinafter prescribed:—

- (i) In the trade of an electroplater 1st class—One apprentice to every three or fraction of three electroplaters—1st class.
- (ii) In all other cases—Three male apprentices to every three or fraction of three male workers receiving not less than 130s. per week, and two female apprentices to every three female workers receiving not less than 90s. 6d. per week.

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

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

*Period of Apprenticeship.*

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

*Adult Apprentices.*

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

*Probationary Period.*

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

*Wages.*

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

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

(i) **WAGES PER WEEK OF 40 HOURS.**

	Percentage of Needs Basic Wage.	Constant Loading.	War Loading.	Total Wage Payable.
<i>Four and Five-year Terms.</i>				
	Per Week.	Per Week.	Per Week.	
		<i>s. d.</i>	<i>s. d.</i>	<i>s. d.</i>
1st year .. .. .	29	..	0 9	36 6
2nd year .. .. .	40	1 0	1 0	51 6
3rd year .. .. .	53	1 6	1 6	68 6
4th year .. .. .	84	2 0	2 3	108 6
5th year .. .. .	100, plus 7s.	2 0	3 0	136 0
<i>Four-year Terms.—Apprentices commencing after the Age of 17 Years.</i>				
1st year .. .. .	33	..	0 9	41 6
2nd year .. .. .	53	1 0	1 6	68 0
3rd year .. .. .	84	2 0	2 3	108 6
4th year .. .. .	100, plus 7s.	2 0	3 0	136 0

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

*Hours.*

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

*Overtime and Shift Work.*

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

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

*Payment by Results.*

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

*Lost Time.*

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

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

*Prohibition of Premiums.*

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

*Attendance at Technical Schools.*

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

*Annual and Sick Leave.*

(p) Apprentices shall be entitled to sick and annual leave in accordance with the provisions of clauses 16 and 17 hereof respectively.

## FEMALES AND UNAPPRENTICED MALE JUNIORS.

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

*Wages per Week of 40 hours.*

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

The numbers of juniors employed at polishing or grinding, line or hand decorating or coating shall not exceed the numbers of male adults employed on any of these classifications.

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

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

(b) Junior employees shall not be employed:—

If under the age of 16 years—

on oil or gas burners or fires used for heating or small articles; or  
using electric arc or oxy-acetylene blow pipe.

Clauses, other than clauses 2, 3, and 4, of the said Determination shall remain in force.

## SPECIAL RATES.

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

*Wet Places.*

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

*Cleaning Out Plating Tanks.*

(b) An employee engaged at cleaning out plating tanks shall be paid 1½d. per hour extra whilst so engaged.

*Special Rates not Cumulative.*

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

*Rates not Subject to Penalty Additions.*

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

**SPECIAL RATES FOR GRINDERS AND POLISHERS.**

6. (a) When a person is continuously engaged grinding or polishing any article the size or shape of which does not permit of the hood required by Regulation No. 25, of Chapter IX. of the Regulations made under the Factories and Shops Acts on the 4th day of March, 1930, being kept close up to the wheel in the manner prescribed by the said Regulation, he shall be paid for each week whilst so engaged an additional sum of three shillings.

(b) A person shall be deemed to be continuously engaged within the meaning of this provision if he is so occupied for not less than fifteen hours in any week, and shall be entitled to receive the full sum of three shillings aforementioned.

**HOURS OF WORK.***Day Workers.*

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

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

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

*Five-Days Week.*

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

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

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

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

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

**SHIFT WORK.***Definitions.*

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

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

"Continuous work" means work carried on with consecutive shifts of men throughout the twenty-four hours of each of at least six consecutive days without interruption except during breakdowns or meal breaks, or due to unavoidable causes beyond the control of the employer.

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

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

*Hours—Continuous Work Shifts.*

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

The ordinary hours of such shift workers shall not exceed—

- (i) 8 in any one day; or
- (ii) 48 in any one week; or
- (iii) 88 in 14 consecutive days; or
- (iv) 160 in 28 consecutive days.

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

- (i) a shift shall consist of not more than 8 hours, inclusive of crib time;
- (ii) except at the regular change-over of shifts an employee shall not be required to work more than one shift in each 24 hours;
- (iii) twenty minutes shall be allowed to shift workers each shift for crib, which shall be counted as time worked.

*Hours—Other Than Continuous Work.*

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

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

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

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

*Rosters.*

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



*Variation by Agreement.*

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

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

*Afternoon or Night Shift Allowances.*

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

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

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

An employee who—

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

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

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

*Overtime.*

(g) Shift workers for all time worked in excess of or outside the ordinary working hours prescribed by this Determination or on a shift other than a rostered shift shall—

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

except in each case when the time is worked—

- (iii) by arrangement between the employees themselves;
- (iv) for the purpose of effecting the customary rotation of shifts; or
- (v) is due to the fact that the relief man does not come on duty at the proper time; or
- (vi) on a shift to which an employee is transferred on short notice as an alternative to standing the employee off in circumstances which would entitle the employer to deduct payment for a day in accordance with clause 15 (b) hereof.

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

*Compulsory Overtime.*

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

*Sundays and Holidays.*

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

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

*Junior and Female Employees.*

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

*MIXED FUNCTIONS.*

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

*OVERTIME.*

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

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

*Rest Period After Overtime.*

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

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

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

*Call Back.*

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

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

*Saturday Work—Five-days Week.*

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

*Standing By.*

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

*Meal Hours—General.*

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

*Meal Hours—Maintenance Employees.*

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

*Crib Time.*

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

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

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

*Tea Money.*

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

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

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

*Transport of Employees.*

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

*Compulsory Overtime.*

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

**HOLIDAYS AND SUNDAY WORK.**

11. (a) Employees shall be entitled to the following public holidays without loss of pay as regards employees on weekly hiring:—New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, King's Birthday, Labour Day, Anzac Day, Christmas Day, and Boxing Day, or such other day as is generally observed in the locality as a substitute for any of the said days respectively. Provided that Christmas Day and Boxing Day shall for the year, 1949, be deemed to fall on the 26th and 27th days of December, 1949, respectively, and that New Year's Day, for the year 1950, shall be deemed to fall on the 2nd day of January, 1950.

Any employer who has given to his employees notice under paragraph (i) of sub-clause (m) of clause 17 of this Determination of his intention to close down his plant or section or sections thereof for the purpose of allowing annual leave may alter the date of such intended closing down by substituting a date no more than two days earlier than the date of which notice was given upon giving at least one week's notice of such alteration.

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

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

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

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

**PIECE-WORK RATES.**

12. Subject to the minimum wages herein prescribed, an employer may remunerate any of his employees under any system of payment by results.

**EXTRA RATES NOT CUMULATIVE.**

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

**PAYMENT OF WAGES.**

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

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

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

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

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

## CONTRACT OF EMPLOYMENT.

*Weekly Employment.*

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

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

(c) An employee not attending for duty shall except as provided by clause 16 hereof lose his pay for the actual time for such non-attendance.

*Casual Employment.*

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

*Late Comers.*

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

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

## SICK LEAVE.

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

- (i) He shall not be entitled to paid leave of absence for any period in respect of which he is entitled to workers' compensation.
- (ii) He shall, within 24 hours of the commencement of such absence, inform the employer of his inability to attend for duty and, as far as practicable, state the nature of the injury or illness and the estimated duration of the absence.
- (iii) He shall prove to the satisfaction of his employer (or in the event of dispute the Wages Board) that he was unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed.
- (iv) He shall not be entitled in any year (whether in the employ of one employer or of several) to leave in excess of 40 hours of working time.

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

*Single day absences.*

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

*Cumulative Sick Leave.*

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

Provided that sick leave which accumulates pursuant to this sub-clause shall be available to the employee for a period of two years, but for no longer from the end of the year in which it accrues.

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

*Attendance at Hospitals, &c.*

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

## ANNUAL LEAVE.

*Period of Leave.*

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

*Seven day Shift Workers.*

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

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

*Annual Leave Exclusive of Public Holidays.*

(c) Subject to this sub-clause the annual leave prescribed by this clause shall be exclusive of any of the holidays prescribed by clause 11 of this Determination, and if any such holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day, there shall be added to the period of annual leave time equivalent to the ordinary time which the employee would have worked if such day had not been a holiday.

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

*Broken Leave.*

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

*Calculation of Continuous Service.*

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

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

In cases of personal sickness or accident or absence with reasonable cause the employee to become entitled to the benefit of this sub-clause shall inform the employer in writing if practicable within 24 hours of the commencement of such absence of his inability to attend for duty and as far as practicable the nature of the illness injury or cause and the estimated duration of his absence. A notification given by an employee pursuant to clause 16 shall be accepted as a notification under this sub-clause.

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

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

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

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

*Calculation of Service.*

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

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

*Calculation of Month.*

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

*Leave to be Taken.*

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

*Time of Taking Leave.*

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

*Leave Allowed Before Due Date.*

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

Where leave has been granted to an employee pursuant to this sub-clause before the right thereto has accrued due and the employee subsequently leaves or is discharged from the service of the employer before completing the twelve months' continuous service in respect of which the leave was granted the employer may for each one complete month of the qualifying period of twelve months not served by the employee deduct from whatever remuneration is payable upon the termination of the employment one-twelfth of the amount of wage paid on account of the annual leave, which amount shall not include any sums paid for any of the holidays prescribed by clause 11 of this Determination.

*Payment for Period of Leave.*

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

*Proportionate Leave on Dismissal.*

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

*Annual Close Down.*

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

- (i) He may by giving not less than one month's notice of his intention so to do stand off for the duration of the close down all employees in the plant or section or sections concerned, and allow to those who are not then qualified for two full weeks' leave paid leave on a proportionate basis of one-sixth of a week's leave for each completed month of continuous service.

- (ii) An employee who has then qualified for two full weeks' leave, and has also completed a further month or more of continuous service shall be allowed his leave, and shall subject to sub-clause (f) hereof also be paid one-sixth of a week's wages in respect of each completed month of continuous service performed since the close of his last twelve-monthly qualifying period.
- (iii) The next twelve-monthly qualifying period for each employee affected by such close down shall commence from the day on which the plant, or section or sections concerned is re-opened for work.  
Provided that all time during which an employee is stood off without pay for the purposes of this sub-clause shall be deemed to be time of service in the next twelve-monthly qualifying period.
- (iv) If in the first year of his service with an employer an employee is allowed proportionate annual leave under paragraph (i) hereof, and subsequently within such year lawfully leaves his employment or his employment is terminated by the employer through no fault of the employee, he shall be entitled to the benefit of sub-clause (i) of this clause subject to adjustment for any proportionate leave which he may have been allowed as aforesaid.

MISCELLANEOUS.

Accommodation and Conveniences.

Boiling Water.

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

Drinking Water.

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

First-Aid Outfit.

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

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

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

Lockers.

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

Washing and Sanitary Conveniences.

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

Clothing, Equipment and Tools.

Damage to Clothing and Tools.

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

Goggles.

(ii) Suitable mica or other goggles shall be provided by the employer for each employee using emery wheels or where used by more than one employee such goggles shall be sterilized before being used by another employee. An employee when working on emery wheels shall wear the goggles provided for his protection.

Goggles containing celluloid shall not be considered suitable for the purposes of this provision.

Masks.

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

Protective Clothing—Galvanizing, etc.

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

Tools.

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

Females—Rest Period and Seats.

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

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

*Ventilation.*

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

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

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

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

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

*SHOP STEWARDS.*

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

*RIGHT OF ENTRY OF UNION OFFICIALS.*

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

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

Provided that where certain employees are working under a system of shift work which precludes a representative from interviewing them during the midday meal break the representative shall have the right to enter the employer's premises for the purpose of interviewing such employees at such time and under such conditions as to notice as may be mutually arranged by the representative and the employer or, failing agreement, at such times and under such conditions as the Wages Board may decide.

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

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

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

This is to certify that	(Name of Organization.)	
	is a duly accredited representative of above-named organization.	
(SEAL)		General Secretary.
Specimen signature of holder—		Date—
	Strictly not transferable.	

*TIME AND WAGES BOOK.*

21. (a) Each employer shall keep a record from which can be readily ascertained the name of each employee and his occupation, the hours worked each day, and the wages and allowances paid each week.

(b) The time occupied by an employee in filling in any time record or cards or in the making of records shall be treated as time of duty, but this does not apply to checking in or out when entering or leaving the employer's premises.

(c) The time and wages record shall be open for inspection to a duly accredited union official during the usual office hours at the employer's office or other convenient place: Provided that an inspection shall not be demanded unless the secretary of the union or the district secretary or organizer of any division suspects that a breach of the Determination has been committed: Provided also that only one demand for such inspection shall be made in one fortnight at the same establishment.

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

*NOTICE BOARD.*

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

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

*DEFINITIONS.*

23. "Electroplater 1st Class" means an adult employee who maintains the solutions used and is responsible for the electroplating of ware.

"Electroplater 2nd Class" means an adult employee not responsible for the solutions used and engaged mainly on electroplating.

"Electroplater 3rd Class" means an adult employee engaged in electroplating on the barrel-plating system.

"Pieceworker" means an employee required to work any job at a price fixed.

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

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

## PERIODICAL ADJUSTMENT OF WAGES.

24. The wages rates of amounts in excess of the basic wage set out in clause 2 are based upon the following basic wage rates, and, pursuant to the provisions of Section 21 of the *Factories and Shops Act 1934*, the Board hereby determines that such rates shall be automatically adjusted by the same amount and at the same time as such basic wage as prescribed by clause 25, wages rates of less than the basic wage shall be adjusted in proportion to the nearest 6d. The wages of male and female juniors shall be the percentages of the needs basic wage, and, in addition thereto, the loadings specified in clauses 3 and 4 of this Determination.

## Basic Wage.

Place.	Needs Basic Wage (Adjustable).	Loading Constant.	Total Basic Wage.	Index Number Set Assigned.
	£ s. d.	s. d.	£ s. d.	
Throughout the State .. .. .	6 4 0	6 0	6 10 0	Melbourne

## ADJUSTMENT OF BASIC WAGE.

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

(b) Until the beginning of the first pay period to commence in February, 1950, the amounts of the basic wage shall be as prescribed in clause 24.

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

In addition to the basic wage prescribed by clause 24, any adult employee of a classification specified hereunder shall be paid the margin and loading hereinafter assigned to that classification, and such loading shall be deemed to be part of his ordinary rate of wage for all purposes of this Determination:—

Classification.	Margin.	Loading.
	s. d.	s. d.
Grinder or polisher .. .. .	34 6	3 0
Electroplater—		
1st class .. .. .	46 0	6 0
2nd class .. .. .	33 0	4 0
3rd class .. .. .	19 0	3 0
Liner or hand decorator .. .. .	34 6	3 0
Coater .. .. .	24 6	3 0
Spray operator .. .. .	21 0	3 0
Other employees with not less than three months' experience in the metal trades industry	6 0	3 0
All others .. .. .	Nil	Nil

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

J. W. RYAN, Secretary.

Melbourne, 5th December, 1949.







# VICTORIA GOVERNMENT GAZETTE.

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No. 23]

FRIDAY, JANUARY 13.

[1950

Factories and Shops Acts.

## DETERMINATION OF THE CYCLE TRADE BOARD.

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

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

Particulars of such Regulations may be obtained on application to the Secretary, Apprenticeship Commission, Melbourne. Price, 3d.

IN accordance with the provisions of the Factories and Shops Acts, the Wages Board which, since 15th November, 1937, has had the power "to determine the lowest prices or rates which may be paid to any person or persons or classes of persons wheresoever employed in any process, trade, or business connected with or incidental to—

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

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

but not including any process, trade or business subject to the Determination of any Wages Board heretofore appointed, has made the following Determination, namely:—

1. That as from the beginning of the first pay period to commence on or after the 19th December, 1949, the last previous Determination of this Board shall be revoked and replaced by this Determination.

2.

(a) *Apprentices.		(b) *Improvers.		(c) Other Employees.	
Weekly Wages.		Weekly Wages.		Weekly Wages Day Shift.	
s.	d.	s.	d.	s.	d.
1st year	.. .. 33 6	1st year	.. .. 32 9	Foremen, where over five adults are employed ..	187 6
2nd "	.. .. 41 6	2nd "	.. .. 40 0	Foremen, where five adults or fewer are employed	183 9
3rd "	.. .. 66 0	3rd "	.. .. 64 3	Lathe hands .. .. ..	182 0
4th "	.. .. 97 0	4th "	.. .. 93 9	Builders and repairers of motor cycle frames and frames other than cycle frames ..	168 3
5th "	.. .. 128 3	5th "	.. .. 125 0	Builders or repairers or brazers of cycle frames ..	167 0
And thereafter, until attaining the age of 21 years, four-fifths of the journeyman's rate.		And thereafter four-fifths of the journeyman's rate.		Other repairers of motor cycles (except lathe hands) .. .. ..	168 3
PROPORTION (IN ANY PLACE).		Provided that any improver who commences at the trade after attaining the age of 17 years shall be paid 20 per cent. in addition to the above rates.		Other repairers (except lathe hands) .. .. ..	167 0
One apprentice to every three or fraction of three persons receiving not less than 155s. per week.		PROPORTION (IN ANY PLACE).		Assemblers of motor cycles .. .. ..	167 0
		One improver to one person receiving not less than 155s. per week, two improvers to two or three such persons, thereafter two additional improvers to every three additional such persons.		Other assemblers .. .. ..	159 6
				Filers on motor and other cycles .. .. ..	159 6
				Wheel-builders on motor and other cycles ..	159 6
				Foremen in rim-making .. .. ..	171 6
				All others employed in rim-making .. .. ..	159 6
				Persons cleaning off joints by sand-blasting or by shot-blasting .. .. ..	159 6
				Handle-bar benders—	
				By the mandrel method .. .. ..	155 0
				By any other method .. .. ..	159 6
				Persons not provided for otherwise .. ..	149 0

\* Except those covered by the Apprenticeship Act.



*Hours—Other than Continuous Work.*

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

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

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

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

*Rosters.*

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

*Variation by Agreement.*

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

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

*Afternoon or Night Shift Allowances.*

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

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

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

An employee who—

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

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

*Overtime.*

(g) Shift workers for all time worked in excess of or outside the ordinary working hours prescribed by this Determination or on a shift other than a rostered shift shall—

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

except in each case when the time is worked—

- (iii) by arrangement between the employees themselves;
- (iv) for the purpose of effecting the customary rotation of shifts; or
- (v) is due to the fact that the relief man does not come on duty at the proper time; or
- (vi) on a shift to which an employee is transferred on short notice as an alternative to standing the employee off in circumstances which would entitle the employer to deduct payment for a day in accordance with clause 9 (b) hereof.

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

*Compulsory Overtime*

(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.

*Sundays and Holidays.*

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

Shift workers on other than continuous work for all time worked on a Sunday or holiday shall be paid at the rates prescribed by clause 8 of this Determination. Where shifts commence between 11 p.m. and midnight on a Sunday or holiday the time so worked before midnight shall not entitle the employee to the Sunday or holiday rate; provided that the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or holiday and extending into a Sunday or holiday shall be regarded as time worked on such Sunday or holiday.

*Junior and Female Employees.*

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

*OVERTIME.*

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

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

*Rest Period after Overtime.*

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

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

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

*Call Back.*

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

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

*Saturday Work—Five-days Week.*

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

*Standing By.*

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

*Meal Hours—General.*

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

*Meal Hours—Maintenance Employees.*

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

*Crib Time.*

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

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

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

*Tea Money.*

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

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

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

*Transport of Employees.*

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

*Compulsory Overtime.*

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

*SPECIAL RATE FOR SUNDAYS AND PUBLIC HOLIDAYS.*

8. Double time shall be the rate for all work done on Sunday, New Year's Day, Australia Day, Good Friday, Easter Monday, Labour Day, King's Birthday, Christmas Day, and Boxing Day, but if any other day be by Act of Parliament or Proclamation substituted for any of the above-named holidays the special rate shall be payable only for work done on the day so substituted. Provided that Christmas Day and Boxing Day shall for the year, 1949, be deemed to fall on the 26th and 27th days of December, 1949, respectively, and that New Year's Day for the year, 1950, shall be deemed to fall on the 2nd day of January, 1950.

Any employer who has given to his employees notice under paragraph (i) of sub-clause (m) of clause 11 of this Determination of his intention to close down his plant or section or sections thereof for the purpose of allowing annual leave may alter the date of such intended closing down by substituting a date no more than two days earlier than the date of which notice was given upon giving at least one week's notice of such alteration.

## CONTRACT OF EMPLOYMENT.

*Weekly Employment.*

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

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

(c) An employee not attending for duty shall, except as provided by clause 10, hereof, lose his pay for the actual time of such non-attendance.

*Casual Employment.*

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

*Late Comers.*

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

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

## SICK LEAVE.

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

- (i) He shall not be entitled to paid leave of absence for any period in respect of which he is entitled to Workers' Compensation.
- (ii) He shall, within 24 hours of the commencement of such absence, inform the employer of his inability to attend for duty and, as far as practicable, state the nature of the injury or illness and the estimated duration of the absence.
- (iii) He shall prove to the satisfaction of his employer (or in the event of dispute, the Wages Board) that he was unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed.
- (iv) He shall not be entitled in any year (whether in the employ of one employer or of several) to leave in excess of 40 hours of working time.

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

*Single Day Absences.*

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

*Cumulative Sick Leave.*

(c) Notwithstanding the provisions of sub-clause (a) hereof sick leave shall accumulate from year to year so that any balance of the period specified in sub-clause (a) (iv) of this clause which has in any year not been allowed to an employee by an employer as paid sick leave may be claimed by the employee and subject to the conditions hereinbefore prescribed shall be allowed by that employer in a subsequent year without diminution of the sick leave prescribed in respect of that year. Provided that sick leave which accumulates pursuant to this sub-clause shall be available to the employee for a period of two years, but for no longer from the end of the year in which it accrues.

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

*Attendance at Hospital, &c.*

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

## ANNUAL HOLIDAY.

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

## WORK GIVEN OUT.

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

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

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

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

SUPPLY OF MILK.

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

MISCELLANEOUS PROVISIONS.

- 14. (a) *Tools.*—The employer shall provide for each employee all necessary tools.
- (b) *Sanitation, &c.*—The employer shall provide proper washing and sanitary conveniences. In any workshop in which employees, through a shop steward, or committee, ask for the provision of lockers, and an undertaking is given that the lockers will be properly cared for, a locker shall be installed by the employer for each workman.
- (c) *Protective Apparatus.*—Suitable asbestos sheets and coloured glasses shall be provided by the employer for the protection of electric-arc and oxy-acetylene operators and their assistants, and suitable mica or other goggles for emery-wheel operators.

DEFINITIONS.

- 15. (a) "Afternoon shift" shall mean any shift finishing after 6 p.m., but not later than midnight.
- (b) "Night shift" shall mean any shift finishing later than midnight, but not later than 8 a.m.
- (c) "Year" means the period between the 1st day of June in each year and the next 31st day of May.

PERIODICAL ADJUSTMENT OF WAGES.

16. The wages rates set out in clause 2 (c) are based upon the following basic wage rates, and pursuant to the provisions of Section 21 of the *Factories and Shops Act 1934*, the Board hereby determines that such rates shall be automatically adjusted by the same amount and at the same time as such basic wage as proscribed in clause 17. The wages of apprentices and improvers shall be adjusted proportionately to adjustments of the basic wage—such adjustments to be to the nearest 3d., half or less than half of 3d. to be disregarded.

Basic Wage.

Place.	Needs Basic Wage (Adjustable).	Loading Constant.	Total Basic Wage.	Index Number Set Assigned.
	£ s. d.	s. d.	£ s. d.	
Victoria .. .. .	6 4 0	6 0	6 10 0	Melbourne

ADJUSTMENT OF BASIC WAGE.

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

(b) Until the beginning of the first pay period to commence in February, 1950, the amounts of the Basic Wage shall be as proscribed in clause 16.

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

MARGINAL RATES.

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

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

A. V. BARNES, J.P., Chairman.  
J. W. RYAN, Secretary.

Melbourne, 5th December, 1949.



# VICTORIA GOVERNMENT GAZETTE.

Published by Authority.

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No. 24]

FRIDAY, JANUARY 13.

[1950

Factories and Shops Acts.

## DETERMINATION OF THE FARRIERS BOARD.

NOTE.—This Determination applies to the whole of the State of Victoria. By Order in Council, dated the 2nd December, 1941, the Farriers (Country) Wages Board was deprived of the whole of its powers and such powers were conferred exclusively on the Farriers Board.

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

1. That as from the beginning of the first pay period to commence on or after the 19th December, 1949, the last previous Determination of this Board shall be revoked and replaced by this Determination.

2.

Wages

Apprentices and Improvers.					Other Employees	
	Percentage of Needs Basic Wage.	Constant Loading.	Special Loading.	Total Wage Per Week 40 Hours.		
		s. d.	s. d.	s. d.		
1st year's experience	38·4	..	2 6	50 0	(a) Employed within the Metropolitan District as defined in the Factories and Shops Acts, and at Ballarat, Bendigo, Geelong, Warrnambool, Castlemaine, Yallourn, and Frankston, and within the Gippsland district:—	
2nd year's experience	41·9	..	2 6	54 6	All Employees .. *179s. per week of 40 hours	
3rd year's experience	53·0	1 6	1 6	68 6	(b) Employed outside the areas specified in paragraph (a):—	
4th year's experience	84·0	2 0	2 3	108 6	All Employees .. *176s. per week of 40 hours	
5th year's experience	100·0	2 0	3 0	136 0		
	plus 7s.					

PROPORTION (WITHIN ANY PLACE).

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

\* Including a loading of 6s. per week.

### HOURS OF EMPLOYMENT.

3. (a) Within the Metropolitan District and the City of Ballarat.—The ordinary hours of employment shall be 40 per week to be worked in five days of not more than 8 hours (Monday to Friday inclusive) and/or one day (Saturday) of not more than 4 hours, or of five days (Monday to Friday inclusive) of not more than 8 hours each, to be worked continuously (except for meal breaks) at the discretion of the employer, between 7.30 a.m. and 5 p.m. on Monday to Friday inclusive, and 7 a.m. to 11 a.m. on Saturdays. Provided that the number of hours for a day's work herein prescribed may be altered as to all or a section of the employees by mutual agreement between an employer and his employee or employees.

(b) Elsewhere in the State of Victoria.—The ordinary hours of employment shall be 40 per week to be worked between the following daily times:—

	Time of Beginning.	Time of Ending.
(i) On the day that the half holiday is ordinarily locally observed .. .. .	8 a.m.	Noon
(ii) On other working days .. .. .	8 a.m.	5 p.m.

Provided that the spread of hours herein prescribed may be altered and the number of hours for a day's work may be determined, as to all or a section of the employees by mutual agreement between an employer and his employee or employees but in no case may the hours be so determined as to exceed an ordinary working week of 40 hours without payment for overtime.

## OVERTIME.

4. All work done outside the spread of hours provided in clause 3 or in excess of:—

- (a) 8 hours 48 minutes on any day where a 5-day week is worked, or  
 (b) 4 hours on Saturday .. .. . } Where work is done on 6 days a week, or  
       8 hours on other Working Days }  
 (c) the hours for a day's work mutually agreed upon, between an employer and his employee or employees shall be paid for at the rate of double time.

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

## HOLIDAYS AND SUNDAY WORK.

5. Employees shall be entitled to the following public holidays, without loss of pay:—New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, and within the Metropolitan District on the first Tuesday in November in each year, Labour Day, Anzac Day, Boxing Day, and Christmas Day. Provided that Christmas Day and Boxing Day shall for the year, 1949, be deemed to fall on the 26th and 27th days of December, 1949, respectively, and that New Year's Day for the year, 1950, shall be deemed to fall on the 2nd day of January, 1950. Employees required to work on any of the above holidays or on a Sunday are to be paid double time for such work.

## CONTRACT OF EMPLOYMENT.

6. (a) Except as hereinafter provided employment shall be by the week. Any employee, not specifically engaged in writing as a casual employee shall be deemed to be employed by the week. Employment shall be terminated by a week's notice on either side, given at any time during the week, or in lieu of such notice by the payment or forfeiture of a week's wages, as the case may be. This shall not affect the right of an employer to dismiss any employee without notice for malingering, inefficiency, neglect of duty or misconduct, and in such cases, the wages shall be paid up to the time of dismissal only, or to deduct payment for any day the employee cannot be usefully employed because of any strike or through any break-down in the machinery or any stoppage of work by any cause for which the employer cannot reasonably be held responsible.

(b) A casual employee is one engaged and paid as such. A casual employee for working ordinary time shall be paid per hour 1/40th of the weekly rate prescribed by this Determination, plus 10 per cent.

## SICK LEAVE.

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

- (i) He shall not be entitled to paid leave of absence for any period in respect of which he is entitled to workers' compensation.  
 (ii) He shall, within 24 hours of the commencement of such absence, inform the employer of his inability to attend for duty and, as far as practicable, state the nature of the injury or illness and the estimated duration of the absence.  
 (iii) He shall prove to the satisfaction of his employer that he was unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed.  
 (iv) He shall not be entitled in any year (whether in the employ of one employer or of several) to leave in excess of 40 hours of working time. A year shall be deemed to commence on the 18th July and end on the 17th July next following.

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

*Single Day Absences.*

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

*Cumulative Sick Leave.*

(c) Notwithstanding anything contained in sub-clause (a) hereof, if the full period of sick leave as proscribed above is not taken in any year, such portion as is not taken shall be cumulative from year to year up to a period not exceeding 120 hours of working time which shall be the maximum amount of leave to which an employee may be entitled in any year of service without deduction of pay.

For the purpose of this sub-clause service prior to the 18th July, 1946, shall be disregarded.

*Attendance at Hospital, &c.*

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

## ANNUAL HOLIDAY.

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

## RACECOURSE WORK.

9. When employees are engaged on racecourses, the other clauses of this Determination shall not apply as may be inconsistent with the following sub-clauses which shall apply to racecourse work only:—

- (a) On all racecourses throughout Victoria, each weekly employee shall receive in addition to payments to which he would be entitled under any other clause of this Determination. The following allowances per day—  
     On ordinary week days .. .. . 10s.  
     On Saturdays and Public Holidays prescribed in clause 5 .. .. . 20s.  
 (b) When casual employees are engaged to work on a racecourse only, they shall be paid not less than 30s. on week days, and 40s. on Saturdays and Public Holidays prescribed in clause 5.  
 (c) All fares incurred in travelling to and from the racecourse shall be paid by the employer.

## RIGHT OF INTERVIEW BY UNION OFFICIAL.

10. The Secretary of the Blacksmiths' Society of Australasia (Victorian Branch) shall have the right to interview any employee on legitimate union business on any employer's premises and/or on any racecourse where a person is engaged upon work to which this Determination applies, provided that if any employer alleges that the said Secretary is unduly interfering with his work or is creating dissatisfaction amongst his employees or is offensive in his methods such employer may refuse the right of interview, but the Secretary shall have the right to bring such refusal before the Wages Board. The right of free entry to any racecourse is not implied hereby.



PAYMENT OF WAGES.

11. Wages shall be paid not later than 4.30 p.m. on Friday in each week. Upon the termination of employment of an employee, wages due shall be paid to him on the day of such termination or forwarded to him by post the next following day.

MEAL BREAK.

12. No employee shall be required to work for a spread exceeding five hours without a break for a meal of at least 45 minutes.

TIME AND WAGE RECORD.

13. Each employer shall keep a record from which can be readily ascertained the name of each employee, the hours worked each day and the wages and allowances paid each week. Such record shall be open for inspection to inspectors of Factories and a duly accredited union official of the Blacksmiths' Society of Australasia who shall be entitled to take a copy of the entries in such record.

PERIODICAL ADJUSTMENT OF WAGES.

14. The wages rates for males set out in clause 2 are based upon the following basic wages and, pursuant to the provisions of section 21 of the *Factories and Shops Act 1934*, the Board hereby determines that such rates shall be automatically adjusted by the same amount and at the same time as such basic wage as prescribed in clause 15. Provided that the wages of apprentices or improvers shall be adjusted proportionately to adjustments of the basic wage (Melbourne) so as to preserve the percentages shown in clause 2 of this Determination: such adjustments to be to the nearest 6d., half or less than half of 6d, to be disregarded.

Basic Wage.

Place.	Needs Basic Wage. (Adjustable).	Loading Constant.	Total Basic Wage.	Index Number Set Assigned.
	£ s. d.	s. d.	£ s. d.	
Employed within the Metropolitan District as defined in the Factories and Shops Acts, and at Ballarat, Bendigo, Geelong, Warrnambool, Castlemaine, Yallourn, and Frankston, and within the Gippsland district .. Elsewhere—3s. less than the contemporaneous basic wage for Melbourne.	6 4 0	6 0	6 10 0	Melbourne

ADJUSTMENT OF BASIC WAGE.

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

(b) Until the beginning of the first pay period to commence in February, 1950, the amount of the basic wage shall be as prescribed in clause 14.

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

MARGINAL RATE.

In addition to the basic wage provided in clause 14 the margin and loading set out in this clause shall be the minimum rate payable to employees therein named:—

Classification.	Margin Per Week.	Loading Per Week.
	£ s. d.	s. d.
All employees (other than apprentices and improvers) .. .. .	2 3 0	6 0

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

J. W. RYAN, Secretary.

Melbourne, 5th December, 1949.





VICTORIA  
GOVERNMENT GAZETTE.

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No. 25]

FRIDAY, JANUARY 13.

[1950

Factories and Shops Acts.

DETERMINATION OF THE ENGINEERS AND BRASSWORKERS (UNSKILLED)  
BOARD.

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

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

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

(1) any unskilled persons employed—

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

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

1. That as from the beginning of the first pay period to commence on or after the 19th December, 1949, the last previous Determination of this Board shall be revoked and replaced by this Determination.

2.

WAGES PER WEEK OF 40 HOURS.

Adults.	Within 20 miles of G.P.O., Melbourne, 10 miles of G.P.O., Geelong, at Warrnambool, and within Mildura and Gippsland Districts.	At Yallourn.	Other Parts of Victoria.
	£ s. d.	£ s. d.	£ s. d.
(a) Ironworking and General—			
Assembler (leading hand) .. .. .	7 15 0	8 1 6	7 12 0
Assembler (assistant) .. .. .	7 10 0	7 16 6	7 7 0
Attendant at small rivet heating, bolt heating or similar types of fires or furnaces .. .. .	7 15 0	8 1 6	7 12 0
Belt repairer .. .. .	7 13 0	7 19 6	7 10 0
Blacksmith's striker .. .. .	7 13 0	7 19 6	7 10 0
Blacksmith's striker on double fires and other assistant .. .. .	7 15 0	8 1 6	7 12 0
Block and tackle hand .. .. .	7 15 0	8 1 6	7 12 0
Boiler (inside) chipper and cleaner .. .. .	7 19 0	8 5 6	7 16 0
Cold saw operator .. .. .	7 15 0	8 1 6	7 12 0
Die caster .. .. .	7 18 0	8 4 6	7 15 0
Dogman .. .. .	7 15 0	8 1 6	7 12 0
*Dresser and grinder using portable machine .. .. .	7 17 0	8 3 6	7 14 0
*Dresser, shot blast and sand blast—			
(a) who operates from outside a properly enclosed cabin .. .. .	7 13 0	7 19 6	7 10 0
(b) other .. .. .	8 3 0	8 9 6	8 0 0
*Dresser and grinder (other) .. .. .	7 15 0	8 1 6	7 12 0
*Emery wheel attendant .. .. .	7 15 0	8 1 6	7 12 0
*Employee directly assisting an employee whose margin above the basic wage is 25s. or more .. .. .	7 13 0	7 19 6	7 10 0
Forge assistant, i.e., underhand, hammer driver, and crane man, employed on work 10 owt. or over .. .. .	7 17 0	8 3 6	7 14 0
Forger's assistant .. .. .	7 15 0	8 1 6	7 12 0
Friction saw operator .. .. .	7 13 0	7 19 6	7 10 0
Furnaceman—forge .. .. .	8 17 6	9 4 0	8 14 6
Furnaceman's assistant—forge .. .. .	7 15 0	8 1 6	7 12 0
*Furnaceman—electric .. .. .	8 4 0	8 10 6	8 1 0
*Furnaceman—other (excepting cupola furnaceman) .. .. .	7 19 0	8 5 6	7 16 0
*Furnaceman's assistant .. .. .	7 13 0	7 19 6	7 10 0
*Grinding machine or emery wheel operator .. .. .	7 15 0	8 1 6	7 12 0
Hammer driver .. .. .	7 15 0	8 1 6	7 12 0
Lagger .. .. .	7 13 0	7 19 6	7 10 0
Machinist—3rd class (as defined) .. .. .	7 18 0	8 4 6	7 15 0
Overhead oiler .. .. .	7 13 0	7 19 6	7 10 0
Painter of ironwork, using spray .. .. .	7 14 0	8 0 6	7 11 0
Painter of ironwork (other than ship painter) using brush .. .. .	7 13 0	7 19 6	7 10 0
Person employed in preparing iron or steel material for reinforcing concrete for building or other purposes—			
On bending and cutting machines .. .. .	7 15 0	8 1 6	7 12 0
On bending and cutting machines (assistant) .. .. .	7 12 0	7 18 6	7 9 0
On steel fabric machines .. .. .	7 15 0	8 1 6	7 12 0
On steel fabric machines (assistant) .. .. .	7 10 0	7 16 6	7 7 0
Person working with hammer 14 lb. weight or over—			
On repair work .. .. .	8 3 3	8 9 9	8 0 3
On other work .. .. .	7 15 3	8 1 9	7 12 3
Pickler .. .. .	7 13 0	7 19 6	7 10 0
Piler .. .. .	7 15 0	8 1 6	7 12 0
Process worker .. .. .	7 12 0	7 18 6	7 9 0
Rigger and/or splicer .. .. .	7 19 0	8 5 6	7 16 0
Tar dipper .. .. .	7 13 0	7 19 6	7 10 0
Other employees with not less than three months' experience in the metal trades industry .. .. .	6 19 0	7 5 6	6 16 0
Employee not elsewhere classified .. .. .	6 13 0	6 19 6	6 10 0
(b) Manufacturing or preparing lead and shot—			
Pipe trap machine operator .. .. .	8 8 0	8 14 6	8 5 0
Roller .. .. .	8 1 0	8 7 6	7 18 0
Extrusion press operator .. .. .	8 0 0	8 6 6	7 17 0
Melter of lead alloys .. .. .	7 13 0	7 19 6	7 10 0
Lead wool machinist .. .. .	7 12 0	7 18 6	7 9 0
Molten metal feeder and/or mixer for shot .. .. .	7 12 0	7 18 6	7 9 0
Roller's assistant .. .. .	7 13 0	7 19 6	7 10 0
Pipe trap machine operator's assistant .. .. .	7 13 0	7 19 6	7 10 0
Extrusion press operator's assistant .. .. .	7 12 0	7 18 6	7 9 0
Other employees with not less than three months' experience in the metal trades industry .. .. .	6 19 0	7 5 6	6 16 0
All others .. .. .	6 13 0	6 19 6	6 10 0

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

Leading Hands.

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

Ship Repairing.

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

TRADESMEN IN LARGE POWER HOUSES.

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

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

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

FEMALES AND UNAPPRENTICED MALE JUNIORS

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

WAGES PER WEEK OF 40 HOURS.

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

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

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

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

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

(c) Junior employees employed on the following machines or operations shall be paid at not less than the appropriate adult minimum rates:—

- (i) Angle-iron cropping where the material weighs more than 3½ lb. per foot and is not clamped.
- (ii) Assisting steel furnace ladleman other than in daubing or repairing ladles.
- (iii) Assisting storeman racking and/or loading and/or unloading off vehicles of heavy steel plates, bars or sections.
- (iv) Breaking up pig iron.
- (v) Carrying material to or from cupola forge or electric steel furnace or using the slicer or hanging on to end of a bloom. This shall not apply in the case of junior moulders.
- (vi) Cutting out and punching rivets on plates.
- (vii) Cutting plates by means of hammer and cold set.
- (viii) Holding up rivets over ¼ in. diameter.
- (ix) Passing hot rivets in confined spaces.
- (x) Plate edge planers in structural steel or shipbuilding yards where the operator travels on the machine.
- (xi) Punching machines handling plates weighing more than 84 lb.
- (xii) Shearing machines other than guillotine plate shearers, handling plates weighing more than 84 lb.

(d) Junior employees shall not be employed:—

- (i) if under the age of 16 years—  
on oil or gas burners or fires used for heating of small articles; or  
using electric arc or oxy-acetylene blow pipe, or
- (ii) if under 18 years of age—  
as furnaceman or assistant to furnaceman; or  
as a roller, extrusion press operator, pipe trap machine operator, roller's assistant or as a melter.

SPECIAL RATES.

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

*Boiling-down Works.*

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

*Cold Places.*

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

*Confined Spaces.*

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

*Dirty Work.*

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

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

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

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

*Height Money.*

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

*Hot Places.*

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

*Lead Works.*

(g) Working in lead works (except manufacturing and shot), 1d. per hour extra.

*Meat Digestors and Oil Tanks.*

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

*Sanitary Works.*

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

*Slag Wool.*

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

*Slaughtering Yards.*

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

*Smoke Boxes, &c.*

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

*War Damaged Ships.*

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

(i) where such damaged structural materials are covered in oil residue and/or other unusually obnoxious substances, and there is a risk of such materials falling or there are difficulties in the way of securing a safe foothold for working—2d. per hour extra;

(ii) where the work is carried out in the presence of explosives or combustible materials under conditions under which there is a risk of fire or explosion—4d. per hour extra;

(iii) where as well as working under the conditions specified in paragraph (i) hereof an employee works under those specified in paragraph (ii) hereof—6d. per hour extra.

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

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

*Wet Places.*

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

*Special Rates not Cumulative.*

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

*Rates not Subject to Penalty Additions.*

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

*TRAVELLING AND BOARD.*

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

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

(b) An employee—

- (i) engaged in one locality to work in another; or
  - (ii) sent from his usual locality to another for employment which can reasonably be regarded as permanent, involving a change of residence, shall be paid travelling time whilst necessarily travelling between such localities, and, for a period not exceeding three months, expenses.
- (c) An employee sent from his usual locality to another (in circumstances other than those prescribed in sub-clause (b) hereof) and required to remain away from his usual place of abode shall be paid travelling time whilst necessarily travelling between such localities, and expenses whilst so absent from his usual locality.

(d) The rate of pay for travelling time shall be ordinary rates, except on Sundays and holidays, when it shall be time and a half.

(e) The maximum travelling time to be paid for shall be twelve hours out of every twenty-four hours, or when sleeping berth is provided by the employer for all-night travel, eight hours out of every twenty-four.

(f) "Expenses" for the purpose of this clause means:—

(i) All fares reasonably incurred.

For boat travel the fares allowed shall be first-class on coastal boats, and on interstate boats where there is no second-class as distinct from steerage; and for rail travel, second-class, except where all-night travelling is involved, when they shall be first-class, with sleeping berth where available.

(ii) Reasonable expenses incurred whilst travelling, including 2/6 for each meal taken.

(iii) A reasonable allowance to cover the cost incurred for board and lodging.

(g) A camping allowance of 3s. per day for every day, including Sunday, shall be paid to employees engaged on country jobs at places where ordinary board and residence is not obtainable and camping in tents, cubicles or other temporary shelter is necessary; Provided that where cooked meals are procurable by the employee at a mess established by the employer, the amount of such country allowance shall be 9d. per day for every day, including Sunday.

(h) Until further order an employer shall be free to engage labour on the site of a job carried on away from the workshop, without payment of any travelling time or fares, unless such employee is sent from the workshop; Provided that if any employee engaged for the erection of a job had previously been engaged by the same employer in the fabrication of the job in a workshop he shall be paid fares in excess of those incurred in travelling to and from the workshop.

#### HOURS OF WORK.

##### *Day Workers.*

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

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

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

##### *Five-days' Week.*

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

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

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

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

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

##### *Forgers, &c.*

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

#### SHIFT WORK.

##### *Definitions.*

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

"Afternoon shift" means any shift finishing after 6 p.m., and at or before midnight.

"Continuous work" means work carried on with consecutive shifts of men throughout the twenty four hours of each of at least six consecutive days without interruption, except during breakdowns or meal breaks, or due to unavoidable causes beyond the control of the employer.

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

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

##### *Hours—Continuous Work Shifts.*

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

The ordinary hours of such shift workers shall not exceed—

- (i) 8 in any one day; or
- (ii) 48 in any one week; or
- (iii) 88 in 14 consecutive days; or
- (iv) 160 in 28 consecutive days.

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

- (i) a shift shall consist of not more than 8 hours, inclusive of crib time;
- (ii) except at the regular change-over of shifts, an employee shall not be required to work more than one shift in each 24 hours;
- (iii) twenty minutes shall be allowed to shift workers each shift for crib which shall be counted as time worked.

*Hours—Other than Continuous Work.*

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

- (i) 40 in any week to be worked in five shifts of 8 hours on Monday to Friday inclusive, or five shifts of not more than 8 hours and one shift (Saturday) of not more than 4 hours; or
- (ii) 80 in fourteen consecutive days, in which case an employee shall not, without payment for overtime, be required to work more than 8 consecutive hours on any shift or more than 6 shifts in any week; or
- (iii) 120 in 21 consecutive days, in which case an employee shall not, without payment for overtime, be required to work more than 8 consecutive hours on any shift or more than 6 shifts in any week.

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

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

*Rosters.*

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

*Variation by Agreement.*

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

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

*Afternoon or Night Shift Allowances.*

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

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

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

An employee who—

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

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

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

*Overtime.*

(g) Shift workers for all time worked in excess of or outside the ordinary working hours prescribed by this Determination or on a shift other than a rostered shift shall—

- (i) if employed on continuous work be paid at the rate of double time; or
- (ii) if employed on other shift work at the rate of time and a half for the first four hours and double time thereafter, except in each case when the time is worked—
- (iii) by arrangement between the employees themselves;
- (iv) for the purpose of effecting the customary rotation of shifts; or
- (v) is due to the fact that the relief man does not come on duty at the proper time; or
- (vi) on a shift to which an employee is transferred on short notice as an alternative to standing the employee off in circumstances which would entitle the employer to deduct payment for a day in accordance with clause 13 (b) hereof.

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

*Compulsory Overtime.*

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

*Sundays and Holidays.*

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

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

*Junior and Female Employees.*

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

*MIXED FUNCTIONS.*

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

*OVERTIME.*

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

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

*Rest Period after Overtime.*

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

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

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



*Call Back.*

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

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

*Saturday Work—Five-Days Week.*

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

*Standing By.*

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

*Meal Hours—General.*

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

*Meal Hours—Maintenance Employees.*

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

*Crib Time.*

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

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

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

*Tea Money.*

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

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

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

*Transport of Employees.*

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

*Compulsory Overtime.*

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

**HOLIDAYS AND SUNDAY WORK.**

10. (a) Employees shall be entitled to the following public holidays, without loss of pay, as regards employees on weekly hiring:—New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, King's Birthday, Labour Day, Anzac Day, Christmas Day, and Boxing Day, or such other day as is generally observed in the locality as a substitute for any of the said days respectively. Provided that Christmas Day and Boxing Day shall for the year, 1949, be deemed to fall on the 26th and 27th days of December, 1949, respectively, and that New Year's Day for the year, 1950, shall be deemed to fall on the 2nd day of January, 1950.

Any employer who has given to his employees notice under paragraph (i) of sub-clause (m) of clause 15 of this Determination of his intention to close down his plant or section or sections thereof for the purpose of allowing annual leave may alter the date of such intended closing down by substituting a date no more than two days earlier than the date of which notice was given upon giving at least one week's notice of such alteration.

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

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

Provided that where employees are necessarily engaged in repairs to or renewals of their employer's plant and machinery necessary for resumption of work the next following working day, or for maintaining the continuity of electric light and power (not including the installation of new machinery), work done on holidays shall be paid for at the rate of time and a half for the first eight hours, and double time thereafter.

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

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

**EXTRA RATES NOT CUMULATIVE.**

11. Extra rates in this Determination, except rates prescribed in clause 4, are not cumulative so as to exceed the maximum of double the ordinary rates.

## PAYMENT OF WAGES.

12. (a) Wages shall be paid weekly or fortnightly.
- (b) On the first pay day occurring during his employment, an employee shall be paid whatever wages are due to him up to the completion of his work on the previous day: Provided that this sub-clause shall not apply to employees of electric supply undertakings nor to employers who make a practice of allowing advances to employees approximating wages due.
- (c) Upon termination of the employment, wages due to an employee shall be paid to him on the day of such termination, or forwarded to him by post on the next working day.
- (d) An employee kept waiting for his wages on pay day for more than a quarter of an hour after the usual time for ceasing work, shall be paid at overtime rates after that quarter-hour, with a minimum of a quarter of an hour.
- (e) On or prior to pay day, the employer shall state to each employee, in writing, the amount of wages to which he is entitled, the amount of deductions made therefrom, and the net amount being paid to him.

## CONTRACT OF EMPLOYMENT.

*Weekly Employment.*

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

(b) Employment shall be terminated by a week's notice on either side given at any time during the week, or by the payment or forfeiture of a week's wages, as the case may be. This shall not affect the right of the employer to dismiss any employees without notice for malingering, inefficiency, neglect of duty, or misconduct, and in such cases the wages shall be paid up to the time of dismissal only; or to deduct payment for any day the employee cannot be usefully employed because of any strike or through any break down in machinery, or any stoppage of work by any cause for which the employer cannot reasonably be held responsible.

(c) An employee not attending for duty shall, except as provided by clause 14 hereof, lose his pay for the actual time of such non-attendance.

*Casual Employment.*

(d) A casual employee is one engaged and paid as such. A casual employee for working ordinary time shall be paid per hour one-fortieth of the weekly rate prescribed by this Determination for the work which he or she performs, plus 10 per cent.

## LATE COMERS.

(e) Notwithstanding anything elsewhere contained in this Determination an employer may select and utilize for time-keeping purposes any fractional or decimal proportion of an hour (not exceeding a quarter of an hour) and may apply such proportion in the calculation of the working time of employees who without reasonable cause promptly communicated to the employer, report for duty after their appointed starting times or cease duty before their appointed finishing times.

An employer who adopts a proportion for the aforesaid purpose shall apply the same proportion for the calculation of overtime.

## SICK LEAVE.

14. (a) An employee on weekly hiring who is absent from his work on account of personal illness, or on account of injury by accident arising out of and in the course of his employment, shall be entitled to leave of absence, without deduction of pay, subject to the following conditions and limitations:—

- (i) He shall not be entitled to paid leave of absence for any period in respect of which he is entitled to workers' compensation.
- (ii) He shall, within 24 hours of the commencement of such absence, inform the employer of his inability to attend for duty and, as far as practicable, state the nature of the injury or illness and the estimated duration of the absence.
- (iii) He shall prove to the satisfaction of his employer (or in the event of dispute, the Wages Board) that he was unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed.
- (iv) He shall not be entitled in any year (whether in the employ of one employer or of several) to leave in excess of 40 hours of working time.

For the purpose of administering paragraph (iv) of this sub-clause an employer may, within one month of this Determination coming into operation or within two weeks of the employee entering his employment, require an employee to make a sworn declaration or other written statement as to what paid leave of absence he has had from any employer during the then current year; and upon such statement the employer shall be entitled to rely and act.

## SINGLE DAY ABSENCES.

(b) In the case of an employee who claims to be allowed paid sick leave in accordance with this clause for an absence of one day only such employee if in the year he has already been allowed paid sick leave on more than one occasion for one day only, shall not be entitled to payment for the day claimed unless he produces to the employer a certificate of a duly-qualified medical practitioner that in his, the medical practitioner's, opinion the employee was unable to attend for duty on account of personal illness or on account of injury by accident. Nothing in this sub-clause shall limit the employer's rights under sub-clause (a) (iii) hereof.

## CUMULATIVE SICK LEAVE.

(c) Sick leave shall accumulate from year to year so that any balance of the period specified in sub-clause (a) (iv) of this clause which has in any year not been allowed to an employee by an employer as paid sick leave may be claimed by the employee and subject to the conditions hereinbefore prescribed shall be allowed by that employer in a subsequent year without diminution of the sick leave prescribed in respect of that year. Provided that sick leave which accumulates pursuant to this sub-clause shall be available to the employee for a period of two years, but for no longer from the end of the year in which it accrues.

(cc) Rights accrued under sub-clause (c) hereof prior to the 1st day of January, 1948, shall be preserved except that the total number of hours so accrued and not taken prior to the 1st day of January, 1948, shall be reduced by one-eleventh of such total the result to be calculated to the nearest hour.

## ATTENDANCE AT HOSPITAL, ETC.

(d) Notwithstanding anything contained in sub-clause (a) hereof an employee suffering injury through an accident arising out of and in the course of his employment (not being an injury in respect of which he is entitled to workers' compensation) necessitating his attendance during working hours on a doctor, chemist or trained nurse, or at a hospital, shall not suffer any deduction from his pay for the time (not exceeding four hours) so occupied on the day of the accident, and shall be reimbursed by the employer all expenses reasonably incurred in connexion with such attendance.

## ANNUAL LEAVE.

*Period of Leave.*

15. (a) A period of fourteen consecutive days' leave shall be allowed annually to an employee after twelve months continuous service (less the period of annual leave) as an employee on weekly hiring in any one or more of the occupations to which this Determination applies.

*Seven-Day Shift Workers.*

(b) In addition to the leave hereinbefore prescribed seven-day shift workers, that is shift workers who are rostered to work regularly on Sundays and holidays shall be allowed seven consecutive days' leave, including non-working days.

Where an employee with twelve months' continuous service is engaged for part of the twelve-monthly period as a seven-day shift worker, he shall be entitled to have the period of fourteen consecutive days' annual leave prescribed in sub-clause (a) hereof increased by half a day for each month he is continuously engaged as aforesaid.

*Annual Leave Exclusive of Public Holidays.*

(c) Subject to this sub-clause the annual leave prescribed by this clause shall be exclusive of any of the holidays prescribed by clause 10 of this Determination and if any such holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day there shall be added to the period of annual leave time equivalent to the ordinary time which the employee would have worked if such day had not been a holiday.

Where a holiday falls as aforesaid and the employee fails without reasonable cause proof whereof shall be upon him to attend for work at his ordinary starting time on the working day immediately following the last day of the period of his annual leave he shall not be entitled to be paid for any such holiday.

*Broken Leave.*

(d) The annual leave shall be given and taken in a continuous period or, if the employee and the employer so agree in two separate periods and not otherwise.

*Calculation of Continuous Service.*

(e) For the purposes of this clause service shall be deemed to be continuous notwithstanding—

- (i) any interruption or termination of the employment by the employer if such interruption or termination has been made merely with the intention of avoiding obligations hereunder in respect of leave of absence;
- (ii) any absence from work on account of personal sickness or accident or on account of leave lawfully granted by the employer; or
- (iii) any absence with reasonable cause proof whereof shall be upon the employee.

In cases of personal sickness or accident or absence with reasonable cause the employee to become entitled to the benefit of this sub-clause shall inform the employer in writing if practicable within 24 hours of the commencement of such absence of his inability to attend for duty and as far as practicable the nature of the illness, injury or cause and the estimated duration of his absence. A notification given by an employee pursuant to clause 14 shall be accepted as a notification under this sub-clause.

Any absence from work by reason of any cause not being a cause specified in this sub-clause shall not be deemed to break the continuity of service for the purposes of this clause unless the employer during the absence or within fourteen days of the termination of the absence notifies the employee in writing that such absence will be regarded as having broken the continuity of service.

In cases of individual absenteeism such notice shall be given in writing to the employee concerned, but in cases of concerted or collective absenteeism notice may be given to employees by the posting up of a notification in the plant, in the manner in which general notifications to employees are usually made in that plant and by posting to the union whose members have participated in such concerted or collective absenteeism a copy of same not later than the day it is posted up in the plant.

A notice to an individual employee may be given by delivering same to him personally or by posting it to his last recorded address, in which case it shall be deemed to have reached him in due course of post.

In calculating the period of twelve months' continuous service any such absence as aforesaid shall not, except to the extent of not more than fourteen days in a twelve-monthly period in the case of sickness or accident, be taken into account in calculating the period of twelve months' continuous service.

*Calculation of Service.*

(f) Service before the date of operation of this Determination shall be taken into consideration for the purpose of calculating annual leave but an employee shall not be entitled to leave or payment in lieu thereof for any period in respect of which leave or a payment in lieu thereof has been allowed or made under the clause hereby revoked. Provided however that in respect of service before the 1st January, 1946, the annual leave shall be allowed at the rate of 3½ hours for each completed one month of continuous service and in respect of service after that date at the rate of 6½ hours for each completed one month of continuous service. Any broken part of a month served before the 1st January, 1946, shall for the purposes of this clause be deemed to be service after the 1st January, 1946. The period of annual leave to be allowed under this sub-clause shall be calculated to the nearest day any broken part of a day in the result not exceeding half a day to be disregarded.

Where the employer is a successor or assignee or transferee of a business if an employee was in the employment of the employer's predecessor at the time when he became such successor or assignee or transferee the employee in respect of the period during which he was in the service of the predecessor shall for the purpose of this clause be deemed to be in the service of the employer.

*Calculation of Month.*

(g) For the purpose of this clause a month shall be reckoned as commencing with the beginning of the first day of the employment or period of employment in question and as ending at the beginning of the day which in the latest month in question has the same date number as that which the commencing day had in its month and if there be no such day in such subsequent month shall be reckoned as ending at the end of such subsequent month.

*Leave to be Taken.*

(h) The annual leave provided for by this clause shall be allowed and shall be taken and except as provided by sub-clauses (l) and (m) hereof payment shall not be made or accepted in lieu of annual leave.

*Time of Taking Leave.*

(i) Annual leave shall be given at a time fixed by the employer within a period not exceeding six months from the date when the right to annual leave accrued and after not less than two weeks' notice to the employee.

*Leave Allowed Before Due Date.*

(j) An employer may allow annual leave to an employee before the right thereto has accrued due but where leave is taken in such a case a further period of annual leave shall not commence to accrue until after the expiration of the twelve months in respect of which annual leave had been taken before it accrued.

Where leave has been granted to an employee pursuant to this sub-clause before the right thereto has accrued due and the employee subsequently leaves or is discharged from the service of the employer before completing the twelve months' continuous service in respect of which the leave was granted the employer may for each one complete month of the qualifying period of twelve months not served by the employee deduct from whatever remuneration is payable upon the termination of the employment one-twelfth of the amount of wage paid on account of the annual leave, which amount shall not include any sums paid for any of the holidays prescribed by clause 10 of this Determination.

*Payment for Period of Leave.*

(k) Each employee before going on leave shall be paid two weeks' wages, except a shift worker or an employee taking his leave pursuant to sub-clause (d) of this clause either of whom shall be paid the amount of wage he would have received in respect of the ordinary time which he would have worked had he not been on leave during the relevant periods. For the purposes of this sub-clause and sub-clause (l) hereof wages shall be at the rate prescribed by clauses 2 and 3 of this Determination for the occupation in which the employee was ordinarily employed immediately prior to the commencement of his leave or the termination of his employment, as the case may be. Payment in the case of employees employed on piece or bonus work or any other system of payment by results shall be at time rates.

*Proportionate Leave on Dismissal.*

(l) If after one month's continuous service in any qualifying twelve-monthly period an employee lawfully leaves his employment or his employment is terminated by the employer through no fault of the employee, the employee shall be paid at his ordinary rate of wage for 3½ hours in respect of each completed one month of continuous service before the 1st January, 1946, and for 6½ hours at the same rate in respect of each completed month of continuous service after that date, the service in each case being service in respect of which leave has not been granted hereunder.

*Annual Close Down.*

(m) Where an employer closes down his plant, or a section or sections thereof, for the purposes of allowing annual leave to all or the bulk of the employees in the plant, or section or sections concerned, the following provisions shall apply:—

- (i) He may by giving not less than one month's notice of his intention so to do stand off for the duration of the close down all employees in the plant or section or sections concerned, and allow to those who are not then qualified for two full weeks' leave, paid leave on a proportionate basis of one-sixth of a week's leave for each completed month of continuous service.
- (ii) An employee who has then qualified for two full weeks' leave, and has also completed a further month or more of continuous service shall be allowed his leave, and shall subject to sub-clause (f) hereof also be paid one-sixth of a week's wages in respect of each completed month of continuous service performed since the close of his last twelve-monthly qualifying period.
- (iii) The next twelve-monthly qualifying period for each employee affected by such close down shall commence from the day on which the plant, or section or sections concerned is re-opened for work.

Provided that all time during which an employee is stood off without pay for the purposes of this sub-clause shall be deemed to be time of service in the next twelve-monthly qualifying period.

- (iv) If in the first year of his service with an employer an employee is allowed proportionate annual leave under paragraph (i) hereof, and subsequently within such year lawfully leaves his employment or his employment is terminated by the employer through no fault of the employee, he shall be entitled to the benefit of sub-clause (l) of this clause subject to adjustment for any proportionate leave which he may have been allowed as aforesaid.

MISCELLANEOUS.

*Accommodation and Conveniences.*

*Boiling Water.*

16. (a) (i) Employers shall provide boiling water for employees at meal times.

*Drinking Water.*

(ii) Employers shall provide for the use of employees in workshops a sufficient supply of wholesome cool drinking water from bubble taps or other suitable drinking fountains.

*First Aid Outfit.*

(iii) In each workshop, and at other places where employees are regularly employed, the employer shall provide and continuously maintain, at a place or places reasonably accessible to all employees, an efficient first-aid outfit.

Clause 8 of Chapter 9 of the Regulations under the *Factories and Shops Act 1928* requires that a first-aid ambulance chest shall be kept in some accessible place upon the premises, and that such chest shall be equipped and supplied with the following articles:—

Articles.	Quantities to be Kept in Ambulance Chest—
Antiseptic solution .. .. .	1 bottle
Bandages, cotton and gauze .. .. .	1 dozen assorted sizes
Castor oil .. .. .	2 oz.
Iodine, tincture of .. .. .	2 oz.
Manual, first-aid .. .. .	1
Petrolatum, carbolized .. .. .	1 jar
Picric acid solution, made according to the following recipe or prescription:— 1½ teaspoonfuls of powdered picric acid, 3 oz. of absolute alcohol, and 2 pints of distilled water .. .. .	1 pint
Pins, safety .. .. .	1 packet
Sal volatile .. .. .	6 oz.
Scissors .. .. .	1 pair
Tourniquet .. .. .	1
Tweezers .. .. .	1 pair
Cotton, absorbent .. .. .	} An adequate assortment
Gauze, sterilized, plain .. .. .	
Lint, absorbent .. .. .	
Plaster, adhesive .. .. .	

*Lockers.*

(iv) An employer shall at some reasonably convenient place on his premises provide a suitable locker for each employee in his workshop, or hanging facilities which afford reasonable protection for employees' clothes. In any case in which compliance with this paragraph necessitates the provision of lockers or new or improved hanging facilities, they shall be provided by the 1st July, 1946, unless the employer proves to the satisfaction of the Wages Board that he is unable by reason of shortage of material or labour or any other difficulties to provide such new or improved facilities, in which case their provision may be postponed for such period or periods as the Wages Board determines.

*Showers.*

(v) Employers shall provide for all workmen employed in foundries hot and cold shower baths, which shall be situated away from lavatories.

*Washing and Sanitary Conveniences.*

(vi) Employers shall provide proper and sufficient washing and sanitary conveniences.

*Clothing, Equipment and Tools.**Damage to Clothing and Tools.*

(b) (i) Compensation to the extent of the damage sustained shall be made where in the course of the work clothing or tools are damaged or destroyed by fire or molten metal or through the use of corrosive substances. Provided that the employer's liability in respect of tools shall be limited to such tools of trade as are ordinarily required for the performance of the employee's duties.

*Gas Masks.*

(ii) The employer shall ensure that sufficient masks are available to enable each employee when engaged on repairs to refrigeration plants outside the employer's premises, to take one with him.

*Gloves.*

(iii) Suitable canvas or leather gloves shall be provided by employers for operators of pneumatic tools and/or punch and shearing machines and suitable gloves or pads for such other work as the foreman and employee may agree.

In case of disagreement between the foreman and workman, the workman or a shop steward on his behalf shall be entitled, within 24 hours, to ask for a decision on the workman's claim by the employer's industrial officer (if there be one) or otherwise by the employer or the executive officer responsible for the management or superintendence of the plant concerned. In such case a decision shall be given on the workman's claim within 48 hours of its being asked for (unless that time expires on a non-working day, in which case it shall be given during the next working day), or else the said equipment shall be provided.

In any case where an organization alleges that an employer or his representative is persistently unreasonable or capricious in relation to such claims, it may bring such case before the Wages Board.

*Goggles.*

(iv) Suitable mica or other goggles shall be provided by the employer for each employee using emery wheels or where used by more than one employee such goggles shall be sterilized before being used by another employee. An employee when working on emery wheels shall wear the goggles provided for his protection.

Goggles containing celluloid shall not be considered suitable for the purposes of this provision.

*Masks.*

(v) Where necessary suitable masks shall be provided for employees required to use compressed air for blowing dust from electrical machinery or equipment. An employee when performing such work shall wear the mask provided for his protection. Masks containing celluloid shall not be considered suitable for the purposes of this provision.

*Protective Equipment—Welding.*

(vi) Employers shall provide a sufficient supply of the undermentioned equipment to enable each welder and his assistant when engaged on work necessitating its use to be supplied with same:—

(a) Suitable asbestos sheets,

(b) Hand screens or helmets fitted with coloured glass (or in the case of oxy-acetylene operators protective glasses with side shields),

(c) Anti-flash goggles,

(d) Aprons, leather sleeves and leggings (or coveralls of flame-proof material) and gauntlet gloves; and

(e) Gum or other insulating boots when working in places so damp that danger of electric shock exists.

An employee who is pursuant to this paragraph supplied with any of the equipment specified herein shall wear or use as the case may be such equipment in such a way as to achieve the purpose for which it is supplied.

Where electric arc operators are working screens which shall be suitable and sufficient for the purpose shall be provided by the employer for the protection of employees from flash.

*Tools.*

(vii) Until further order the employer shall provide for each employee such tools as were customarily provided at the time of the making of this Determination. The employee shall replace or pay for any tools so provided if lost through his negligence.

*Dressing Castings.*

(c) Where practicable, the dressing and rumberling of castings shall not be carried out in close proximity to employees not doing that work.

*Ladles.*

(d) (i) All ladles of a holding capacity of 15 cwt. or more in use at the time of the making of this Determination shall be fitted with safety-worm gear or an equivalent safety fitting; and all ladles of a holding capacity of 10 cwt. or more hereafter brought into operation shall be fitted with safety-worm gear.

(ii) Where molten metal is carried in ladles by hand the weight of molten metal shall not exceed:—

Single-handled ladles—60 lb., including the weight of the ladle.

Other ladles— $\frac{1}{2}$  cwt. per man.

(iii) Where molten metal is carried by hand, a clear passageway not less than 2 ft. 6 in. wide shall be made.

*Females—Rest Period and Seats.*

(e) Female employees shall be allowed a rest period of not less than ten minutes during each day or shift, to be taken during the first or second half of the day or shift as may be decided by a majority of the female employees in a shop.

When requested by employees and where practicable suitable seats shall be provided by the employer for female employees.

*Ventilation.*

(f) While any work is being carried on in any confined or enclosed space in which—

- (i) fumes, gases, dust or vapours which may be dangerous or injurious are liable to be present or to be generated in the course of the work; or
- (ii) the atmosphere may otherwise become vitiated;

the employer shall install a suction exhaust apparatus, through which by means of a power-driven fan air is drawn from the vicinity of the work in relation to which it is installed.

Where it is impracticable to install such suction exhaust apparatus the employer shall take all such steps as are necessary to ensure safe working conditions in any such confined or enclosed space.

This sub-clause shall not be deemed to be inconsistent with the Harmful Gases, Vapours, Mists, Smokes and Dust Regulations 1945 (published in the *Victorian Government Gazette* No. 21, dated 7th February, 1945) and shall not apply to any processes or occupations to which those Regulations apply.

*Shop Stewards.*

17. An employee appointed shop steward in the shop or department in which he is employed shall, upon notification thereof to his employer, be recognized as the accredited representative of the union to which he belongs, and he shall be allowed the necessary time during working hours to interview the employer or his representative on matters affecting employees whom he represents.

**RIGHT OF ENTRY OF UNION OFFICIALS.**

18. (a) For the purpose of interviewing employees on legitimate union business, a duly accredited union representative shall have the right to enter employers' premises during the midday meal break on the following conditions:—

- (i) That he produces his authority to the gatekeeper or such other person as may be appointed by the employer.
- (ii) That he interviews employees only at places where they are taking their meal.
- (iii) That not more than one representative of each of not more than three unions be on the premises at any one time.
- (iv) That no one representative visit the premises more than once in each week.
- (v) That if any employer alleges that a representative is unduly interfering with his work or is creating dissatisfaction amongst his employees or is offensive in his methods, or is committing a breach of any of the previous conditions, such employer may refuse the right of entry, but the representative shall have the right to bring such refusal before the Wages Board.

Provided that, where certain employees are working under a system of shift work which precludes a representative from interviewing them during the midday meal break, the representative shall have the right to enter the employer's premises for the purpose of interviewing such employees at such time and under such conditions as to notice as may be mutually arranged by the representative and the employer or, failing agreement, at such times and under such conditions as the Wages Board may decide.

(b) For the purpose of investigating complaints concerning the application of this Determination, or the employment of females upon work which is alleged to be unsuitable for females, a duly accredited union representative shall be afforded reasonable facilities for entering an employer's workshop or plant during working hours, subject to the following conditions:—

- (i) That he discloses to the employer or his representative the complaint which he desires to investigate.
- (ii) That he makes his investigations in the presence of the employer or his representative (if the employer so desires).
- (iii) That he does not interfere with work proceeding in the workshop or plant.
- (iv) That he conducts himself properly.

(c) A union representative shall be a duly accredited representative of an organization concerned if he be the holder for the time being of a certificate, signed by the general secretary of that organization and bearing the seal of that organization, in the following form, or in a form not materially differing therefrom:—

(Name of organization.)

This is to certify that  
is a duly accredited representative of the above-named organization.

General Secretary.

Date.

(SEAL)

Specimen signature of holder.

Strictly not transferable.

**TIME AND WAGES BOOK.**

19. (a) Each employer shall keep a record from which can be readily ascertained the name of each employee and his occupation, the hours worked each day, and the wages and allowances paid each week.

(b) The time occupied by an employee in filling in any time record or cards or in the making of records shall be treated as time of duty, but this does not apply to checking in or out when entering or leaving the employer's premises.

(c) The time and wages record shall be open for inspection to a duly accredited union official during the usual office hours at the employer's office or other convenient place: Provided that an inspection shall not be demanded unless the secretary of the union or the district secretary or organizer of any division suspects that a breach of the Determination has been committed: Provided also that only one demand for such inspection shall be made in one fortnight at the same establishment.

(d) The official making such inspection shall be entitled to take a copy of entries in a time and wages record relating to the suspected breach of the Determination.

**NOTICE BOARD.**

20. The employer shall permit a notice board of reasonable dimensions to be erected in a prominent position in his establishment, upon which accredited union representatives shall be permitted to post formal union notices, signed or countersigned by the representative posting same.

Any notice posted on such board not so signed or countersigned may be removed by an accredited union representative or by the employer.

DEFINITIONS.

21. "Confined space" means a compartment or space access to which is through a man-hole or similar opening, or a place the dimensions of which necessitate an employee working in a stooped or otherwise cramped position, or without proper ventilation, and includes such a space—

- (i) in the case of a ship, inside complete tanks, chain lockers, and peaks; in bilges, under engine beds, under engine room and stokehold floors, or under or inside boilers;
- (ii) in the case of a locomotive, inside the barrels of boilers, fire boxes, water spaces of tenders, side tanks, bunker tanks, saddle tanks, or smoke boxes;
- (iii) in other cases, inside boilers, steam drums, mud drums, fire boxes of vertical or road vehicle boilers, furnaces, flues, combustion chambers, receivers, buoys, tanks, superheaters, or economizers.

"Process worker" means an employee engaged on—

- (i) Repetition work on any automatic, semi-automatic, or single purpose machine or any machine fitted with jigs, gauges, or other tools rendering operations mechanical (and in connexion with which he is not responsible for the setting up of the machine nor for the dimensions of the products other than by checking with gauges, which gauges shall be either unadjustable or, if adjustable, shall not be set by the operator); or
- (ii) in the assembling of parts of mechanical appliances or other articles so made, in which no fitting or adjustment requiring skill is required; or
- (iii) in specialized processes—not requiring use of hand tools except hammers, pliers, screw drivers, spanners, and files, and such tools as are necessary for deburring or removing rags or edging.

"Ship repairs" means—

- (i) All repair work done on ships.
- (ii) All work other than the making of spare parts and stores done in a workshop used for ship repairs only.
- (iii) Work done in a workshop used for both ship repairing, general engineering, metal moulding, steel construction, and other heavy metal fabrication on which employees are engaged both on the ship and in the workshop.

"Sunday" means all time between midnight Saturday and midnight Sunday.

"Year" means the period between the 1st day of June in each year and the next 31st day of May.

"Window-frame making" means the making in quantities of metal window frames, metal doors and grilles, and metal ornamentations used in buildings.

"Furnace man" means an employee in charge of a furnace used for smelting metals or ores, boiler plate furnaces, case hardening and/or annealing furnaces, and such heating furnaces where the weight of individual pieces of material is 5 cwt. or more or the area of the material exceeds 4 square feet.

"Rigger and/or splicer" means an adult workman who is responsible for the erection of tackle and/or who is required, amongst other duties, to splice wire rope.

"Double fires" means work in connexion with which a furnace or fire is used and on which two or more men are assisting or working with a smith in treating the material which has been through the furnace or fire.

"Lagger" means an adult employee engaged in the mixing or fixing of lagging on the job.

"Machinist—1st class" means a tradesman who is partly or wholly engaged in setting up and operating the following machines:—Lathe, boring machine, milling machine, planing machine, shaping machine, slotting machine, precision grinding machine, and a drilling machine where the operator uses the same precision tools as fitters or turners.

"Machinist—3rd class" means an adult employee other than a process worker who operates any power-driven machine for which a rate is not elsewhere prescribed in this Determination, and, without limiting the scope of the foregoing, includes such an employee operating any of the following:—Nut, bolt, rivet, or dog-spike making machines, tapping machines, and drilling machines on work other than that specified in the definition of machinist—first class.

PERIODICAL ADJUSTMENT OF WAGES.

22. The wages rates set out in clause 2 are based upon the following basic wage rates, and, pursuant to the provisions of section 21 of the *Factories and Shops Act 1934*, the Board hereby determines, that such rates shall be automatically adjusted by the same amount and at the same time as such basic wage as prescribed by clause 23.

Basic Wage.

Place.	Needs Basic Wage (Adjustable).	Loading Constant.	Total Basic Wage.	Index Number Set Assigned.
Victoria— Within 20 miles of G.P.O., Melbourne, 10 miles of G.P.O., Geelong, at Warrnambool, and within Mildura and Gippsland Districts Yallourn—6s. 6d. in excess of basic wage for Melbourne. Elsewhere—3s. less than the contemporaneous basic wage for Melbourne.	£ s. d. 6 4 0	s. d. 6 0	£ s. d. 6 10 0	Melbourne

ADJUSTMENT OF BASIC WAGE.

23. (a) For the purposes of this Determination, the expression "Commonwealth Statistician's 'all items' retail price index numbers" or any like expression means the numbers stated to be such index numbers in any document purporting, and not proved to be wrongly so purporting, to be printed by the Commonwealth Government Printer or to be signed by or on behalf of the Commonwealth Statistician.

(b) Until the beginning of the first pay period to commence in February, 1950, the amounts of the Basic Wage shall be as prescribed in clause 22.

(c) During each future successive period beginning with the first pay period to commence in a February, a May, an August, or a November, the amount of the needs basic wage shall be adjusted by the following method, namely, by multiplying the last published Commonwealth Statistician's "all items" retail price index number by the factor .087 taken to one place of decimals, the resultant whole number being the amount of the basic wage expressed in shillings, but should the decimal number reach .5 or more the basic wage shall be taken to the next higher shilling.

(d) The wages of adult females, junior females, and male juniors shall be the percentages of the contemporaneous needs basic wage prescribed for the area in which they are employed, and in addition thereto the constant and war loadings specified in clause 3 of this Determination.

MARGINAL RATES.

24. In addition to the basic wage provided in clause 22, the margins and loadings set out in this clause shall be the minimum rate payable to employees therein named :—

Classification.	Margins	Loadings
	Per Week.	Per Week.
	s. d.	s. d.
(a) Ironworking and General—		
Assembler (leading hand) .. .. .	22 0	3 0
Assembler (assistant) .. .. .	17 0	3 0
Attendant at small rivet heating, bolt heating or similar types of fires or furnaces ..	22 0	3 0
Belt repairer .. .. .	20 0	3 0
Blacksmith's striker .. .. .	20 0	3 0
Blacksmith's striker on double fires and other assistant .. .. .	22 0	3 0
Block and tackle hand .. .. .	22 0	3 0
Boiler (inside) chipper and cleaner .. .. .	26 0	3 0
Cold saw operator .. .. .	22 0	3 0
Dogman .. .. .	22 0	3 0
Die caster .. .. .	25 0	3 0
*Dresser and grinder using portable machine .. .. .	24 0	3 0
*Dresser, shot blast and sand blast—		
(i) who operates from outside a properly enclosed cabin .. .. .	20 0	3 0
(ii) other .. .. .	30 0	3 0
*Dresser and grinder (other) .. .. .	22 0	3 0
*Emery wheel attendant .. .. .	22 0	3 0
*Employee directly assisting an employee whose margin above the basic wage is 25s. or more	20 0	3 0
Forge assistant, i.e., underhand, hammer driver and crane man, employed on work 10 cwt. or over .. .. .	24 0	3 0
Forger's assistant .. .. .	22 0	3 0
Friction saw operator .. .. .	20 0	3 0
Furnaceman—forge .. .. .	41 6	6 0
Furnaceman's assistant—forge .. .. .	22 0	3 0
*Furnaceman—electric .. .. .	28 0	6 0
*Furnaceman—other (excepting cupola furnaceman) .. .. .	26 0	3 0
*Furnaceman's Assistant .. .. .	20 0	3 0
*Grinding machine or emery wheel operator .. .. .	22 0	3 0
Hammer driver .. .. .	22 0	3 0
Lagger .. .. .	20 0	3 0
Machinist—3rd class (as defined) .. .. .	25 0	3 0
Overhead oiler .. .. .	20 0	3 0
Painter of ironwork using spray .. .. .	21 0	3 0
Painter of ironwork (other than ship painter) using brush .. .. .	20 0	3 0
Person employed in preparing iron or steel material for reinforcing concrete for building or other purposes :—		
On bending and cutting machines .. .. .	22 0	3 0
On bending and cutting machines (assistant) .. .. .	19 0	3 0
On steel fabric machines .. .. .	22 0	3 0
On steel fabric machines (assistant) .. .. .	17 0	3 0
Person working with hammer 14 lb. weight or over—		
On repair work .. .. .	30 3	3 0
On other work .. .. .	22 3	3 0
Pickler .. .. .	20 0	3 0
Piler .. .. .	22 0	3 0
Process worker .. .. .	19 0	3 0
Rigger and or splicer .. .. .	26 0	3 0
Tar dipper .. .. .	20 0	3 0
Other employees with not less than three months' experience in the metal trades industry	6 0	3 0
Employees not else where classified .. .. .	Nil	3 0
(b) Manufacturing or preparing lead and shot—		
Pipe trap machine operator .. .. .	34 0	4 0
Roller .. .. .	28 0	3 0
Extrusion press operator .. .. .	27 0	3 0
Melter of lead alloys .. .. .	20 0	3 0
Lead wool machinist .. .. .	19 0	3 0
Molten metal feeder and/or mixer for shot .. .. .	19 0	3 0
Roller's assistant .. .. .	20 0	3 0
Pipe trap machine operator's assistant .. .. .	20 0	3 0
Extrusion press operator's assistant .. .. .	19 0	3 0
Other employees with not less than three months' experience in the metal trades industry .. .. .	6 0	3 0
All others .. .. .	Nil	3 0

\* When these employees are employed in foundries the loading shown shall be increased by 3s., and the margin by 2s.

A. V. BARNES, J.P., Chairman.

J. W. RYAN, Secretary.

Melbourne, 5th December, 1949.





# VICTORIA GOVERNMENT GAZETTE.

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No. 26]

FRIDAY, JANUARY 13.

[1950.

Factories and Shops Acts.

## DETERMINATION OF THE NAIL MAKERS BOARD.

NOTE.—Since the 2nd July, 1946, this Determination has applied to the whole of the State of Victoria.

IN accordance with the provisions of the Factories and Shops Acts the Wages Board which now has the power to determine the lowest prices or rates which may be paid to any person (including storemen, packers, and sorters) employed in the process, trade, or business of—

- |   |  |
|---|--|
| <p>(a) making nails ;<br/>(b) weaving wire netting or barbed wire ;</p> | <p>(c) galvanizing ;<br/>(d) drawing wire (other than from brass, copper, or other non-ferrous metals) ;</p> |
|---|--|

has made the following Determination, namely:—

1. That as from the beginning of the first pay period to commence on or after the 20th December, 1949, the last previous Determination of this Board shall be revoked and replaced by this Determination.

2.	WAGES PER WEEK OF 40 HOURS.	s. d.
Nail or tack tool maker .. .. .	.. .. .	167 0
Nail or tack machinist .. .. .	.. .. .	158 0
Assistant to nail or tack machinist .. .. .	.. .. .	153 0
Roofing nail heading machinist .. .. .	.. .. .	158 0
Barbed wire tool maker or machinist .. .. .	.. .. .	158 0
Assistant to barbed wire machinist .. .. .	.. .. .	153 0
Clipper or tier-up on concertina barbed wire .. .. .	.. .. .	152 0
Rumbler .. .. .	.. .. .	152 0
Galvanizer .. .. .	.. .. .	163 0
Pickler—Head, or where only one pickler is employed .. .. .	.. .. .	157 0
Assistant pickler .. .. .	.. .. .	151 0
Assistant working over metal pot .. .. .	.. .. .	157 0
Swinger .. .. .	.. .. .	149 0
Wire-drawing plate setter .. .. .	.. .. .	156 0
Wire-drawing block operator .. .. .	.. .. .	152 0
Tack Inspector .. .. .	.. .. .	152 0
Storeman, packer, or sorter .. .. .	.. .. .	157 6
Other employees with not less than three months' experience in the metal trades industry .. .. .	.. .. .	139 0
All others .. .. .	.. .. .	133 0

### Leading Hands.

Leading hands in charge of not less than three and not more than ten employees, 9s. per week extra; more than ten and not more than twenty employees, 18s. per week extra; more than twenty employees, 27s. per week extra.

### APPRENTICESHIP.

#### Work to be Taught.

3. (a) An apprentice shall be taught the work of each of the following occupations:—
- (1) Tool making;
  - (2) Setting-up; and
  - (3) Machining.

#### Contract of Apprenticeship.

- (b) Every contract of apprenticeship hereinafter made shall contain—
- (i) the names of the parties;
  - (ii) the date of birth of the apprentice;
  - (iii) a statement of the trade or trades to which the apprentice is to be bound and which he is to be taught during the course and for the purpose of the apprenticeship;
  - (iv) a covenant by the master to teach and instruct or cause the apprentice to be taught or instructed in the trade to which the apprentice is bound;
  - (v) the date at which the apprenticeship is to commence or from which it is to be calculated;
  - (vi) all other conditions of apprenticeship.

*Cancellation or Suspension of Indenture.*

(c) If through lack of orders or through financial difficulties an employer is unable at any time to find employment and training for an apprentice and if a transfer to another employer cannot be arranged, the obligations and duties imposed by the indenture may, with the concurrence of the apprentice and his guardian, be suspended for a period agreed upon, or if no such agreement is arrived at the indenture may with the approval of the Secretary for Labour be determined by the employer. The onus of proving circumstances justifying such determination shall be on the employer.

*Proportion.*

(d) (i) The proportion of apprentices who may be taken by an employer shall be one to every three or fraction of three tradesmen.

For the purpose of ascertaining the number of apprentices, the number of tradesmen shall be deemed to be the average number working during the immediately preceding six months, and, in ascertaining such proportion an employer actually working in any workshop shall be deemed to be a tradesman.

A person who is for a term not exceeding two years taking practical training in a workshop in continuance of a course of training for professional work shall not be taken into account in calculating the proportion of apprentices to tradesmen.

(ii) An employer specially qualified to teach apprentices may, with the consent of the Secretary for Labour, on the recommendation of the Wages Board, employ a greater proportion of apprentices to tradesmen than hereinbefore specified.

Until further order, apprentices so taken shall not be counted in future calculations of the proportion of apprentices to tradesmen authorized by this Determination.

*Period of Apprenticeship.*

If an apprentice is under the age of 16 years 6 months at the time of commencing—5 years; if 16 years and 6 months or over—4 years.

*Probationary Period.*

(e) Minors may be taken on probation for three months and if apprenticed such three months shall count as part of their period of apprenticeship.

*Wages.*

(f) The minimum weekly rates of wages for apprentices shall be the undermentioned percentages of the contemporaneous needs basic wage prescribed for the area in which they are employed, and in addition thereto the constant and war loadings specified, and in all contracts of apprenticeship hereafter made the employer shall covenant to pay wages of not less than such rates:—

The total wage of apprentices shall be calculated to the nearest sixpence, any broken part of sixpence in the result not exceeding threepence to be disregarded.

*(g) Wages per Week of 40 Hours.*

	Percentage of Needs Basic Wage.	Constant Loading.	War Loading.	Total Wage Payable.
<i>Four and Five-year Terms.</i>				
	Per Week.	Per Week.	Per Week.	Per Week.
		<i>s. d.</i>	<i>s. d.</i>	<i>s. d.</i>
1st year .. .. .	29	..	0 9	36 6
2nd year .. .. .	40	1 0	1 0	51 6
3rd year .. .. .	53	1 6	1 6	68 6
4th year .. .. .	84	2 0	2 3	108 6
5th year .. .. .	100	2 0	3 0	136 0
	plus 7s.			
<i>Four-year Terms.—Apprentices commencing after the Age of 16 Years 6 Months.</i>				
1st year .. .. .	33	..	0 9	41 6
2nd year .. .. .	53	1 0	1 6	68 0
3rd year .. .. .	84	2 0	2 3	108 6
4th year .. .. .	100	2 0	3 0	136 0
	plus 7s.			

Provided that subject to the sub-clause relating to lost time herein an apprentice on attaining the age of 21 years shall thereafter, until he has completed his apprenticeship, be paid the appropriate tradesman's rate as set out in clause 2.

On the expiration of his apprenticeship an employee who produces satisfactory evidence that he has satisfactorily completed the full term set out in his indentures shall, irrespective of the work on which he may be employed, receive the rate provided for a nail or tack tool maker.

*Hours.*

(h) The ordinary hours of employment of apprentices shall not in each workshop exceed those of the tradesmen.

*Overtime and Shift Work.*

(i) No apprentice under the age of eighteen years shall be required to work overtime or shift work unless he so desires.

*Payment by Results.*

(j) An apprentice shall not work under any system of payment by results.

*Lost Time.*

(k) The apprentice at the end of the calendar period of any year in which he has actually given service to the master upon less than the ordinary working days prescribed in this Determination, or in which he has unlawfully absented himself without the master's consent shall, for every day short of the said number of working days, and for every day of such absence, serve one day, and the calendar period of the succeeding year of his service shall not be deemed to begin until the said additional day or days shall have been served.

Provided that in calculating the extra time to be so served the apprentice shall be credited with time which he has worked during the relevant year in excess of his ordinary hours.

*Prohibition of Premiums.*

(l) An employer shall not, either directly or indirectly, or by any pretence or device receive from any person or require or permit any person to pay or give any consideration in the nature of a premium or bonus for the taking or binding of any probationer or apprentice.

*Attendance at Technical Schools.*

(m) Apprentices attending technical colleges or schools and presenting reports of satisfactory conduct shall be reimbursed all fees paid by them.

*Annual and Sick Leave.*

(n) Apprentices shall be entitled to sick and annual leave in accordance with the provisions of clauses 14 and 15 hereof respectively.

## FEMALES, MALE JUVENILE WORKERS, AND IMPROVERS.

4. Female labour may be employed at sorting or packing. The minimum rates of wage for adult and junior females and for juvenile workers and improvers shall be as follows:—

## Wages per Week of 40 Hours.

	Percentage of Needs Basic Wage.	Constant Loading.	Additional Amount.	Total Wage Payable.
<i>I.—Adult Females.</i>				
Under three months' experience .. .. .	65	<i>s. d.</i> 3 0	<i>s. d.</i> 6 0	<i>s. d.</i> 89 6
All others .. .. .	75	3 0	7 0	103 0
<i>II.—Junior Females.</i>				
17 years of age and under .. .. .	40	1 0	3 6	54 0
18 years of age .. .. .	47½	1 3	4 0	64 0
19 years of age .. .. .	55	1 6	4 6	74 0
20 years of age .. .. .	62½	2 0	5 0	84 6
<i>III.—Improvers and Junior Males.</i>				
Under 16 years of age .. .. .	25	0 6	2 0	33 6
16 years of age .. .. .	35	0 9	3 0	47 0
17 years of age .. .. .	47½	1 0	4 0	64 0
18 years of age .. .. .	60	1 0	5 0	80 6
19 years of age .. .. .	75	2 0	6 0	101 0
20 years of age .. .. .	90	2 0	7 0	120 6

Provided that the rate payable to any employee shall not, excluding the constant loading, be less than 20s.

The total wage shall be calculated to the nearest sixpence, any broken part of sixpence in the result not exceeding threepence to be disregarded.

The proportion of improvers who may be taken by an employer shall be one to every four or fraction of four tradesmen.

The minimum rate payable to a junior female of any age or a junior male of eighteen years or more each with less than six months' experience under this Determination shall, until he or she has had such six months' experience, be 10 per cent. less than the amount represented by the percentage of the needs basic wage hereby prescribed for a junior employee of his or her age and in addition thereto the constant loading prescribed for such an employee.

A female or a junior employee, who on the date of this Determination coming into force, in his or her case was entitled under the previous Determination to a rate higher than that hereby prescribed for an employee of his or her age and experience, shall be paid at not less than the rate prescribed by such previous Determination for an employee of his or her age or experience, as the case may be, until he or she completes the year or experience or of age in respect of which the last-mentioned rate is prescribed. Upon completion of such year the minimum rate of wage in his or her case shall be the rate hereby prescribed.

## SPECIAL RATES.

5. In addition to the wages prescribed in clauses 2, 3, and 4 hereof, the following special rates and allowances shall be paid to employees including apprentices and unapprenticed juniors:—

*Dirty Work.*

(a) Work which a foreman and workman shall agree is of an unusually dirty or offensive nature, 1½d. per hour extra.

In case of disagreement between the foreman and workman, the workman or a shop steward on his behalf shall be entitled within 24 hours, to ask for a decision on the workman's claim by the employer's industrial officer (if there be one), or otherwise by the employer or the executive officer responsible for the management or superintendence of the plant concerned. In such case a decision shall be given on the workman's claim within 48 hours of its being asked for (unless that time expires on a non-working day, in which case it shall be given during the next working day), or else the said allowance shall be paid.

In any case where an organization alleges that an employer or his representative is persistently unreasonable or capricious in relation to such claims, it shall have the right to bring such case before the Wages Board.

*Wet Places.*

(b) An employee working in any place where his clothing or boots become saturated, whether by water, oil, or otherwise, shall be paid 2d. per hour extra: Provided that this extra rate shall not be payable to an employee who is provided by the employer with suitable and effective protective clothing and/or footwear: And provided further that any employee who becomes entitled to this extra rate shall be paid such extra rate for such part of the day or shift as he is required to work in wet clothing or boots.

*Special Rates not Cumulative.*

(c) Where more than one of the disabilities entitling a workman to extra rates exist on the same job, the employer shall be bound to pay only one rate, namely, the highest for the disabilities so prevailing.

*Rates not Subject to Penalty Additions.*

(d) The special rates herein prescribed shall be paid irrespective of the times at which the work is performed, and shall not be subject to any premium or penalty additions.

## HOURS OF WORK.

*Day Workers.*

6. (a) The ordinary hours of work shall be 40 per week to be worked in five days of not more than 8 hours (Monday to Friday inclusive) and one day (Saturday) of not more than 4 hours; or five days (Monday to Friday inclusive) of 8 hours each continuously except for meal breaks at the discretion of the employer, between 7 a.m. and 5.30 p.m. on Monday to Friday inclusive, and 7 a.m. and noon on Saturday.

In localities where the recognized half-holiday is on a day other than Saturday the day so recognized may be substituted for Saturday for all the purposes of this Determination.

Provided that the spread of hours or the daily hours prescribed may be altered as to all or a section of the employees by mutual agreement between an employer and the representative of the union in that shop.

*Five-Days' Week.*

(b) In any case in which the ordinary week's work of 40 hours can be performed in five days as aforesaid without—

- (i) detriment to the public interest;
- (ii) loss in the value of goods handled or to be handled;
- (iii) reducing the efficiency of production; or
- (iv) reducing the efficacy of the necessary service,

the employer shall allow those employees who so desire to do so to work their ordinary hours in five days as aforesaid. Any dispute as to whether the ordinary hours of work can in any case or cases be worked in five days without detriment, loss, or reduction as aforesaid shall be determined by the Wages Board upon application made by or on behalf of the employees. Upon such an application proof that the working of a five-days' week will result in such detriment, loss or reduction as aforesaid shall be upon the employer.

This sub-clause shall not apply to employees engaged on the maintenance and servicing of plant.

It is a condition of the allowing of a five-days' week hereunder that if required employees shall comply with the reasonable and lawful orders of the employer as to working overtime, including the working of overtime on Saturday.

## SHIFT WORK.

*Definitions.*

7. (a) For the purposes of this clause:—

- "Afternoon shift" means any shift finishing after 6 p.m. and at or before midnight,
- "Continuous work" means work carried on with consecutive shifts of men throughout the 24 hours of each of at least six consecutive days without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.
- "Night shift" means any shift finishing subsequent to midnight and at or before 8 a.m.
- "Rostered shift" means a shift of which the employee concerned has had at least 48 hours' notice.

*Hours—Continuous Work Shifts.*

(b) This sub-clause shall apply to shift workers on continuous work as hereinbefore defined.

The ordinary hours of such shift workers shall not exceed—

- (i) 8 in any one day; or
- (ii) 48 in any one week; or
- (iii) 88 in 14 consecutive days; or
- (iv) 160 in 28 consecutive days.

Subject to the following conditions such shift workers shall work at such times as the employer may require:—

- (i) a shift shall consist of not more than eight hours, inclusive of crib time;
- (ii) except at the regular change-over of shifts, an employee shall not be required to work more than one shift in each 24 hours;
- (iii) twenty minutes shall be allowed to shift workers each shift for crib, which shall be counted as time worked.

*Hours—Other than Continuous Work.*

(c) This sub-clause shall apply to shift workers not upon continuous work as hereinbefore defined. The ordinary hours of such shift workers shall not exceed—

- (i) 40 in any week to be worked in five shifts of 8 hours on Monday to Friday inclusive, or five shifts of not more than 8 hours and one shift (Saturday) of not more than 4 hours, or
- (ii) 80 in fourteen consecutive days in which case an employee shall not, without payment for overtime, be required to work more than eight consecutive hours on any shift or more than six shifts in any week, or
- (iii) 120 in 21 consecutive days, in which case an employee shall not, without payment for overtime, be required to work more than eight consecutive hours on any shift or more than six shifts in any week.

Such ordinary hours shall be worked continuously except for meal breaks at the discretion of the employer. An employee shall not be required to work for more than six hours without a break for a meal.

Except at regular change over of shifts an employee shall not be required to work more than one shift in each 24 hours.

*Rosters.*

(d) Shift rosters shall specify the commencing and finishing times of ordinary working hours of the respective shifts.

*Variation by Agreement.*

(e) The method of working shifts may in any case be varied by agreement between the employer and the accredited representative of the union to suit the circumstances of the establishment.

The time of commencing and finishing shifts once having been determined may be varied by agreement between the employer and the accredited representative of the union to suit the circumstances of the establishment, or in the absence of agreement by seven days' notice of alteration given by the employer to the employees.

*Afternoon or Night Shift Allowances.*

(f) Shift workers on continuous work whilst on afternoon or night shifts shall be paid  $7\frac{1}{2}$  per cent. more than the ordinary rates for such shifts.

Shift workers on other than continuous work whilst on afternoon or night shifts shall be paid 10 per cent. more than the ordinary rates for such shifts.

Shift workers who work on any afternoon or night shift which does not continue for at least five successive afternoons or nights in a five-day workshop or for at least six successive afternoons or nights in a six-day workshop shall be paid at the rate of time and a half.

An employee who—

- (i) during a period of engagement on shift works night shift only; or
- (ii) remains on night shift for a longer period than four consecutive weeks; or
- (iii) works on a night shift which does not rotate or alternate with another shift or with day work so as to give him at least one-third of his working time off night shift in each shift cycle,

shall during such engagement, period or cycle, be paid at the rate of time and a quarter for all time worked during ordinary working hours on such night shifts.

(fi) The minimum rate to be paid to any shift worker for work performed between midnight on Friday and midnight on Saturday shall be time and a quarter. Such extra rate to be in substitution for and not cumulative upon the shift premiums prescribed in the first and second paragraphs of sub-clause (f) hereof.

*Overtime.*

(g) Shift workers for all time worked in excess of or outside the ordinary working hours prescribed by this Determination or on a shift other than a rostered shift shall—

- (i) if employed on continuous work be paid at the rate of double time; or
- (ii) if employed on other shift work at the rate of time and a half for the first four hours and double time thereafter, except in each case when the time is worked—
  - (iii) by arrangement between the employees themselves;
  - (iv) for the purpose of effecting the customary rotation of shifts; or
  - (v) is due to the fact that the relief man does not come on duty at the proper time; or
  - (vi) on a shift to which an employee is transferred on short notice as an alternative to standing the employee off in circumstances which would entitle the employer to deduct payment for a day in accordance with clause 13 (b) hereof.

Provided that when not less than eight hours' notice has been given to the employer by the relief man that he will be absent from work and the employee whom he should relieve is not relieved, the unrelieved employee shall be paid at the rate of time and a half for the first four hours on duty after he has finished his ordinary shift and at the rate of double time thereafter except where the employee is required to continue to work on his rostered day off when he shall be paid double time.

*Compulsory Overtime.*

(gi) An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.

*Sundays and Holidays.*

(h) Shift workers on continuous work shifts for work done on a rostered shift the major portion of which is performed on a Sunday or holiday shall be paid at the rate of time and a half.

Shift workers on other than continuous work for all time worked on a Sunday or holiday shall be paid at the rates prescribed by clause 10 of this Determination. Where shifts commence between 11 p.m. and midnight on a Sunday or holiday the time so worked before midnight shall not entitle the employee to the Sunday or holiday rate; provided that the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or holiday and extending into a Sunday or holiday shall be regarded as time worked on such Sunday or holiday.

*Junior and Female Employees.*

(i) Female shift workers, apprentices or juniors whilst on afternoon or night shifts shall be paid not less than the rates hereinbefore prescribed or 1s. per shift whichever is the higher.

**MIXED FUNCTIONS.**

8. An employee engaged for more than half of one day or shift on duties carrying a higher rate than his ordinary classification shall be paid the higher rate for such day or shift. If for less than half of one day or shift he shall be paid the higher rate for the time so worked.

**OVERTIME.**

9. (a) For all work done outside ordinary hours the rates of pay shall be time and a half for the first four hours and double time thereafter, such double time to continue until the completion of the overtime work. Provided that in the case of an apprentice or a junior the rate for overtime shall be not less than the rate herein prescribed or 1s. 6d. per hour, whichever is the higher.

Except as provided in this sub-clause or sub-clause (b) hereof in computing overtime each day's work shall stand alone.

*Rest Period After Overtime.*

(b) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least eight consecutive hours off duty between the work of successive days.

An employee (other than a casual employee) who works so much overtime between the termination of his ordinary work on one day and the commencement of his ordinary work on the next day that he has not at least eight consecutive hours off duty between those times shall, subject to this sub-clause, be released after completion of such overtime until he has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If on the instructions of his employer such an employee resumes or continues work without having had such eight consecutive hours off duty he shall be paid at double rates until he is released from duty for such period and he shall then be entitled to be absent until he has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

*Call Back.*

(c) An employee recalled to work overtime after leaving his employer's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of three hours' work at the appropriate rate for each time he is so recalled; provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full three hours if the job he was recalled to perform is completed within a shorter period. This sub-clause shall not apply in cases where it is customary for an employee to return to his employer's premises to perform a specific job outside his ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

Overtime worked in the circumstances specified in this sub-clause shall not be regarded as overtime for the purposes of sub-clause (b) of this clause where the actual time worked is less than three hours on such recall or on each of such recalls.

*Saturday Work—Five-Days' Week.*

(d) A day worker on a five-days' week required to work overtime on a Saturday shall be afforded at least three hours' work or paid for three hours at the appropriate rate except where such overtime is continuous with overtime commenced on the day previous.

*Standing By.*

(e) Subject to any custom now prevailing under which an employee is required regularly to hold himself in readiness for a call back, an employee required to hold himself in readiness to work after ordinary hours shall until released be paid standing-by time at ordinary rates from the time from which he is so to hold himself in readiness.

*Meal Hours—General.*

(f) For work done during meal hours and thereafter until a meal-hour break is allowed time and a half rates shall be paid. An employee shall not be compelled to work for more than six hours without a break for a meal.

*Meal Hours—Maintenance Employees.*

(g) Subject to the provisions of the second part of sub-clause (f) of this clause an employee employed as a regular maintenance man shall work during meal breaks at the ordinary rates herein prescribed whenever instructed to do so for the purpose of making good breakdowns of plant or upon routine maintenance of plant which can only be done while such plant is idle.

*Crib Time.*

(h) An employee working overtime shall be allowed a crib time of twenty minutes without deduction of pay after each four hours of overtime worked if the employee continues work after such crib time.

Provided that where a day worker on a five-days' week is required to work overtime on a Saturday the first prescribed crib time shall, if occurring between 10 a.m. and 1 p.m., be paid at ordinary rates.

Unless the period of overtime is less than one and a half hours an employee before starting overtime after working ordinary hours shall be allowed a meal break of twenty minutes which shall be paid for at ordinary rates. An employer and employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that the employer shall not be required to make any payment in respect of any time allowed in excess of twenty minutes.

*Tea Money.*

(i) An employee required to work overtime for more than two hours without being notified on the previous day or earlier that he will be so required to work shall either be supplied with a meal by the employer or paid 2s., and 1s. 3d. for each subsequent meal, but such payment need not be made to employees living in the same locality as their workshops who can reasonably return home for meals.

Unless the employer advises an employee on the previous day or earlier that the amount of overtime to be worked will necessitate the partaking of a second or subsequent meal (as the case may be) the employer shall provide such second and/or subsequent meals or make payment in lieu thereof as above prescribed.

If an employee pursuant to notice has provided a meal or meals and is not required to work overtime or is required to work less than the amount advised he shall be paid as above prescribed for meals which he has provided, but which are surplus.

*Transport of Employees.*

(j) When an employee, after having worked overtime, or a shift for which he has not been regularly rostered, finishes work at a time when reasonable means of transport are not available, the employer shall provide him with a conveyance to his home, or pay him his current wage for the time reasonably occupied in reaching his home.

*Compulsory Overtime.*

(k) An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.

## HOLIDAYS AND SUNDAY WORK.

10. (a) Employees shall be entitled to the following public holidays without loss of pay as regards employees on weekly hiring:—New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, King's Birthday, Labour Day, Anzac Day, Christmas Day, and Boxing Day, or such other day as is generally observed in the locality as a substitute for any of the said days respectively. Provided that Christmas Day and Boxing Day shall for the year, 1949, be deemed to fall on the 26th and 27th days of December, 1949, respectively, and that New Year's Day for the year, 1950, shall be deemed to fall on the 2nd day of January, 1950.

By agreement between any employer and his employees, other days may be substituted for the said days or any of them as to such employer's undertaking.

(b) An employee not engaged on continuous work shall be paid at the rate of double time for work done on Sunday and public holidays, such double time to continue until he is relieved from duty:

Provided that where employees are necessarily engaged in repairs to or renewals of their employer's plant and machinery necessary for resumption of work the next following working day, work done on holidays shall be paid for at the rate of time and a half for the first eight hours and double time thereafter.

(c) An employee, other than a casual employee, not engaged in continuous work who works on a Sunday or a public holiday and (except for meal breaks) immediately thereafter continues such work shall, on being relieved from duty be entitled to be absent until he has eight consecutive hours off duty, without deduction of pay for ordinary time of duty occurring during such absence.

(d) Employees, other than on shift, required to work on Sundays or public holidays shall be paid for a minimum of three hours' work.

## EXTRA RATES NOT CUMULATIVE.

11. Extra rates in this Determination, except rates prescribed in clause 5, are not cumulative so as to exceed the maximum of double the ordinary rates.

## PAYMENT OF WAGES.

12. (a) Wages shall be paid weekly or fortnightly.

(b) On the first pay day occurring during his employment, an employee shall be paid whatever wages are due to him up to the completion of his work on the previous day: Provided that this sub-clause shall not apply to employers who make a practice of allowing advances to employees approximating wages due.

(c) Upon determination of the employment wages due to an employee shall be paid to him on the day of such determination, or forwarded to him by post on the next working day.

(d) An employee kept waiting for his wages on pay day for more than a quarter of an hour after the usual time for ceasing work shall be paid at overtime rates after that quarter hour, with a minimum of a quarter of an hour.

(e) On or prior to pay day, the employer shall state to each employee, in writing, the amount of wages to which he is entitled, the amount of deductions made therefrom, and the net amount being paid to him.

## CONTRACT OF EMPLOYMENT.

*Weekly Employment.*

13. (a) Except as hereinafter provided, employment shall be by the week. Any employee not specifically engaged as a casual employee shall be deemed to be employed by the week.

(b) Employment shall be terminated by a week's notice on either side given at any time during the week or by the payment or forfeiture of a week's wages as the case may be. This shall not affect the right of the employer to dismiss any employees without notice for malingering, inefficiency, neglect of duty or misconduct, and in such cases the wages shall be paid up to the time of dismissal only or to deduct payment for any day the employee cannot be usefully employed because of any strike or through any breakdown in machinery or any stoppage of work by any cause for which the employer cannot reasonably be held responsible.

(c) An employee not attending for duty shall except as provided by clause 14 hereof lose his pay for the actual time for such non-attendance.

*Casual Employment.*

(d) A casual employee is one engaged and paid as such. A casual employee for working ordinary time shall be paid per hour one-fortieth of the weekly rate prescribed by this Determination for the work which he or she performs, plus 10 per cent.

*Late Comers.*

(e) Notwithstanding anything elsewhere contained in this Determination an employer may select and utilize for time-keeping purposes any fractional or decimal proportion of an hour (not exceeding a quarter of an hour) and may apply such proportion in the calculation of the working time of employees who without reasonable cause promptly communicated to the employer, report for duty after their appointed starting times or cease duty before their appointed finishing times.

An employer who adopts a proportion for the aforesaid purpose shall apply the same proportion for the calculation of overtime.

## SICK LEAVE.

14. (a) An employee on weekly hiring who is absent from his work on account of personal illness, or on account of injury by accident arising out of and in the course of his employment, shall be entitled to leave of absence, without deduction of pay, subject to the following conditions and limitations:—

(i) He shall not be entitled to paid leave of absence for any period in respect of which he is entitled to workers' compensation.

(ii) He shall, within 24 hours of the commencement of such absence, inform the employer of his inability to attend for duty and, as far as practicable, state the nature of the injury or illness and the estimated duration of the absence.

(iii) He shall prove to the satisfaction of his employer (or in the event of dispute the Wages Board) that he was unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed.

(iv) He shall not be entitled in any year (whether in the employ of one employer or of several) to leave in excess of 40 hours of working time.

For the purpose of administering paragraph (iv) of this sub-clause an employer may, within one month of this Determination coming into operation or within two weeks of the employee entering his employment, require an employee to make a sworn declaration or other written statement as to what paid leave of absence he has had from any employer during the then current year; and upon such statement the employer shall be entitled to rely and act.

*Single Day Absences.*

(b) In the case of an employee who claims to be allowed paid sick leave in accordance with this clause for an absence of one day only such employee if in the year he has already been allowed paid sick leave on more than one occasion for one day only, shall not be entitled to payment for the day claimed unless he produces to the employer a certificate of a duly qualified medical practitioner that in his, the medical practitioner's, opinion the employee was unable to attend for duty on account of personal illness or on account of injury by accident. Nothing in this sub-clause shall limit the employer's rights under sub-clause (a) (iii) hereof.

*Cumulative Sick Leave.*

(c) Sick leave shall accumulate from year to year so that any balance of the period specified in sub-clause (a) (iv) of this clause which has in any year not been allowed to an employee by an employer as paid sick leave may be claimed by the employee and subject to the conditions hereinbefore prescribed shall be allowed by that employer in a subsequent year without diminution of the sick leave prescribed in respect of that year. Provided that sick leave which accumulates pursuant to this sub-clause shall be available to the employee for a period of two years, but for no longer from the end of the year in which it accrues.

(cc) Rights accrued under sub-clause (c) hereof prior to the 1st day of January, 1948, shall be preserved except that the total number of hours so accrued and not taken prior to the 1st day of January, 1948, shall be reduced by 1/11th of such total the result to be calculated to the nearest hour.

*Attendance at Hospital, &c.*

(d) Notwithstanding anything contained in sub-clause (a) hereof an employee suffering injury through an accident arising out of and in the course of his employment (not being an injury in respect of which he is entitled to workers' compensation) necessitating his attendance during working hours on a doctor, chemist, or trained nurse, or at a hospital, shall not suffer any deduction from his pay for the time (not exceeding four hours) so occupied on the day of the accident, and shall be reimbursed by the employer all expenses reasonably incurred in connexion with such attendance.

**ANNUAL LEAVE.***Period of Leave.*

15. (a) A period of fourteen consecutive days' leave shall be allowed annually to an employee after twelve months' continuous service (less the period of annual leave) as an employee on weekly hiring in any one or more of the occupations to which this Determination applies.

*Seven-day Shift Workers.*

(b) In addition to the leave hereinbefore prescribed seven-day shift workers, that is shift workers who are rostered to work regularly on Sundays and holidays shall be allowed seven consecutive days' leave including non-working days.

Where an employee with twelve months' continuous service is engaged for part of the twelve-monthly period as a seven-day shift worker, he shall be entitled to have the period of fourteen consecutive days' annual leave prescribed in sub-clause (a) hereof increased by half a day for each month he is continuously engaged as aforesaid.

*Annual Leave Exclusive of Public Holidays.*

(c) Subject to this sub-clause the annual leave prescribed by this clause shall be exclusive of any of the holidays prescribed by clause 10 of this Determination, and if any such holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day, there shall be added to the period of annual leave time equivalent to the ordinary time which the employee would have worked if such a day had not been a holiday.

Where a holiday falls as aforesaid and the employee fails without reasonable cause proof whereof shall be upon him to attend for work at his ordinary starting time on the working day immediately following the last day of the period of his annual leave he shall not be entitled to be paid for any such holiday.

*Broken Leave.*

(d) The annual leave shall be given and taken in a continuous period or, if the employee and the employer so agree, in two separate periods and not otherwise.

*Calculation of Continuous Service.*

(e) For the purposes of this clause service shall be deemed to be continuous notwithstanding—

- (i) any interruption or termination of the employment by the employer if such interruption or termination has been made merely with the intention of avoiding obligations hereunder in respect of leave of absence;
- (ii) any absence from work on account of personal sickness or accident or on account of leave lawfully granted by the employer; or
- (iii) any absence with reasonable cause proof whereof shall be upon the employee.

In cases of personal sickness or accident or absence with reasonable cause the employee to become entitled to the benefit of this sub-clause shall inform the employer in writing if practicable within 24 hours of the commencement of such absence of his inability to attend for duty and as far as practicable the nature of the illness injury or cause and the estimated duration of his absence. A notification given by an employee pursuant to clause 14 shall be accepted as a notification under this sub-clause.

Any absence from work by reason of any cause not being a cause specified in this sub-clause shall not be deemed to break the continuity of service for the purposes of this clause unless the employer during the absence or within fourteen days of the termination of the absence notifies the employee in writing that such absence will be regarded as having broken the continuity of service.

In cases of individual absenteeism such notice shall be given in writing to the employee concerned, but in cases of concerted or collective absenteeism notice may be given to employees by the posting up of a notification in the plant, in the manner in which general notifications to employees are usually made in that plant and by posting to each union whose members have participated in such concerted or collective absenteeism a copy of same not later than the day it is posted up in the plant.

A notice to an individual employee may be given by delivering same to him personally or by posting it to his last recorded address, in which case it shall be deemed to have reached him in due course of post.

In calculating the period of twelve months' continuous service any such absence as aforesaid shall not, except to the extent of not more than fourteen days in a twelve-monthly period in the case of sickness or accident, be taken into account in calculating the period of twelve months' continuous service.

*Calculation of Service.*

(f) Service before the date of operation of this Determination shall be taken into consideration for the purpose of calculating annual leave, but an employee shall not be entitled to leave or payment in lieu thereof for any period in respect of which leave or a payment in lieu thereof has been allowed or made under the clause hereby revoked. Provided however, that in respect of service before the 1st January, 1946, the annual leave shall be allowed at the rate of 3½ hours for each completed one month of continuous service and in respect of service after that date at the rate of 6½ hours for each completed one month of continuous service. Any broken part of a month served before the 1st January, 1946, shall for the purposes of this clause be deemed to be service after the 1st January, 1946. The period of annual leave to be allowed under this sub-clause shall be calculated to the nearest day any broken part of a day in the result not exceeding half a day to be disregarded.

Where the employer is a successor or assignee or transferee of a business if an employee was in the employment of the employer's predecessor at the time when he became such successor or assignee or transferee the employee in respect of the period during which he was in the service of the predecessor shall for the purpose of this clause be deemed to be in the service of the employer.

*Calculation of Month.*

(g) For the purpose of this clause a month shall be reckoned as commencing with the beginning of the first day of the employment or period of employment in question and as ending at the beginning of the day which in the latest month in question has the same date number as that which the commencing day had in its month and if there be no such day in such subsequent month shall be reckoned as ending at the end of such subsequent month.

*Leave to be Taken.*

(h) The annual leave provided for by this clause shall be allowed and shall be taken and except as provided by sub-clauses (i) and (m) hereof payment shall not be made or accepted in lieu of annual leave.

*Time of Taking Leave.*

(i) Annual leave shall be given at a time fixed by the employer within a period not exceeding six months from the date when the right to annual leave accrued and after not less than two weeks' notice to the employee.

*Leave Allowed Before Due Date.*

(j) An employer may allow annual leave to an employee before the right thereto has accrued due, but where leave is taken in such a case a further period of annual leave shall not commence to accrue until after the expiration of the twelve months in respect of which annual leave had been taken before it accrued.

Where leave has been granted to an employee pursuant to this sub-clause before the right thereto has accrued due and the employee subsequently leaves or is discharged from the service of the employer before completing the twelve months' continuous service in respect of which the leave was granted the employer may for each one complete month of the qualifying period of twelve months not served by the employee deduct from whatever remuneration is payable upon the termination of the employment one-twelfth of the amount of wage paid on account of the annual leave, which amount shall not include any sums paid for any of the holidays prescribed by clause 10 of this Determination.

*Payment for Period of Leave.*

(k) Each employee before going on leave shall be paid two weeks' wages, except a shift worker or an employee taking his leave pursuant to sub-clause (d) of this clause either of whom shall be paid the amount of wages he would have received in respect of the ordinary time which he would have worked had he not been on leave during the relevant periods. For the purposes of this sub-clause and sub-clause (l) hereof, wages shall be at the rate prescribed by clause 2, 3, and 4 of this Determination for the occupation in which the employee was ordinarily employed immediately prior to the commencement of his leave or the termination of his employment, as the case may be. Payment in the case of employees employed on piece or bonus work or any other system of payment by results shall be at time rates.

*Proportionate Leave on Dismissal.*

(l) If after one month's continuous service in any qualifying twelve-monthly period an employee lawfully leaves his employment or his employment is terminated by the employer through no fault of the employee, the employee shall be paid at his ordinary rate of wage for 3½ hours in respect of each completed month of continuous service before the 1st January, 1946, and for 6½ hours at the same rate in respect of each completed month of continuous service after that date, the service in each case being service in respect of which leave has not been granted hereunder.

*Annual Close Down.*

(m) Where an employer closes down his plant, or a section or sections thereof, for the purposes of allowing annual leave to all or the bulk of the employees in the plant, or section or sections concerned, the following provisions shall apply—

- (i) He may by giving not less than one month's notice of his intention so to do stand off for the duration of the close down all employees in the plant or section or sections concerned, and allow to those who are not then qualified for two full weeks' leave paid leave on a proportionate basis of one-sixth of a week's leave for each completed month of continuous service.
- (ii) An employee who has then qualified for two full weeks' leave, and has also completed a further month or more of continuous service shall be allowed his leave, and shall subject to sub-clause (f) hereof also be paid one-sixth of a week's wages in respect of each completed month of continuous service performed since the close of his last twelve-monthly qualifying period.
- (iii) The next twelve-monthly qualifying period for each employee affected by such close down shall commence from the day on which the plant, or section or sections concerned is re-opened for work.  
Provided that all time during which an employee is stood off without pay for the purposes of this sub-clause shall be deemed to be time of service in the next twelve-monthly qualifying period.
- (iv) If in the first year of his service with an employer an employee is allowed proportionate annual leave under paragraph (i) hereof, and subsequently within such year lawfully leaves his employment or his employment is terminated by the employer through no fault of the employee, he shall be entitled to the benefit of sub-clause (l) of this clause subject to adjustment for any proportionate leave which he may have been allowed as aforesaid.

*MISCELLANEOUS.*

*Accommodation and Conveniences.*

*Boiling Water.*

16. (a) (i) Employers shall provide boiling water for employees at meal times.

*Drinking Water.*

(ii) Employers shall provide for the use of employees in workshops a sufficient supply of wholesome cool drinking water from bubble taps or other suitable drinking fountains.

*First-Aid Outfit.*

(iii) In each workshop, and at other places where employees are regularly employed, the employer shall provide and continuously maintain at a place or places reasonably accessible to all employees an efficient first-aid outfit.

Clause 8 of Chapter 9 of the Regulations under the *Factories and Shops Act 1928* requires that a first-aid ambulance chest shall be kept in some accessible place upon the premises, and that such chest shall be equipped and supplied with the following articles:—

Articles.	Quantities to be kept in Ambulance Chest.
Antiseptic solution .. .. .	1 bottle
Bandages, cotton and gauze .. .. .	1 dozen assorted sizes
Castor oil .. .. .	2 oz.
Iodine, tincture of .. .. .	2 oz.
Manual, first-aid .. .. .	1
Petroleum, carbolized .. .. .	1 jar
Picric acid solution, made according to the following recipe or prescription:—	
½ teaspoonful of powdered picric acid, 3 oz. of absolute alcohol, and 2 pints of distilled water .. .. .	1 pint
Pins, safety .. .. .	1 packet
Sal volatile .. .. .	6 oz.
Scissors .. .. .	1 pair
Tourniquet .. .. .	1
Tweezers .. .. .	1 pair
Cotton, absorbent .. .. .	} An adequate assortment
Gauze, sterilized, plain .. .. .	
Lint, absorbent .. .. .	
Plaster, adhesive .. .. .	

*Lockers.*

(iv) An employer shall at some reasonably convenient place on his premises provide a suitable locker for each employee in his workshop, or hanging facilities which afford reasonable protection for employees' clothes. In any case in which compliance with this paragraph necessitates the provision of lockers or new or improved hanging facilities, they shall be provided by the 1st July, 1946, unless the employer proves to the satisfaction of the Wages Board that he is unable by reason of shortage of material or labour or any other difficulties to provide such new or improved facilities, in which case their provision may be postponed for such period or periods as the Wages Board determines.

*Washing and Sanitary Conveniences.*

(v) Employers shall provide proper and sufficient washing and sanitary conveniences.

*Clothing, Equipment, and Tools.*

*Damage to Clothing and Tools.*

(b) (i) Compensation to the extent of the damage sustained shall be made where in the course of the work clothing or tools are damaged or destroyed by fire or molten metal or through the use of corrosive substances. Provided that the employer's liability in respect of tools shall be limited to such tools of trade as are ordinarily required for the performance of the employee's duties.

*Goggles.*

(ii) Suitable mica or other goggles shall be provided by the employer for each employee using emery wheels or where used by more than one employee such goggles shall be sterilized before being used by another employee. An employee when working on emery wheels shall wear the goggles provided for his protection.

Goggles containing celluloid shall not be considered suitable for the purposes of this provision.



*Protective Clothing—Galvanizing, &c.*

(iii) Employers shall provide suitable protective aprons, rubber gloves, and rubber boots or clogs, to employees engaged in the manual handling of materials over hot galvanizing or tinning pots or pickling or plating baths.

*Tools.*

(iv) Until further order the employer shall provide for each employee such tools as were customarily provided at the time of the making of this Determination. The employee shall replace or pay for any tools so provided if lost through his negligence.

*Females—Rest Period and Seats.*

(e) Female employees shall be allowed a rest period of not less than ten minutes during each day or shift, to be taken during the first or second half of the day or shift as may be decided by a majority of the female employees in a shop.

When requested by employees and where practicable suitable seats shall be provided by the employer for female employees.

*Ventilation.*

(d) While any work is being carried on in any confined or enclosed space in which—

(i) fumes, gases, dust or vapours which may be dangerous or injurious are liable to be present or to be generated in the course of the work; or

(ii) the atmosphere may otherwise become vitiated,

the employer shall install a suction exhaust apparatus, through which by means of a power-driven fan air is drawn from the vicinity of the work in relation to which it is installed.

Where it is impracticable to install such suction exhaust apparatus the employer shall take all such steps as are necessary to ensure safe working conditions in any such confined or enclosed space.

This sub-clause shall not be deemed to be inconsistent with the Harmful Gases, Vapours, Mists, Smokes and Dust Regulations 1945 (published in the *Victoria Government Gazette* No. 21, dated 7th February, 1945) and shall not apply to any processes or occupations to which those Regulations apply.

**SHOP STEWARDS.**

17. An employee appointed shop steward in the shop or department in which he is employed shall, upon notification thereof to his employer, be recognized as the accredited representative of the union to which he belongs, and he shall be allowed the necessary time during working hours to interview the employer or his representative on matters affecting employees whom he represents.

**RIGHT OF ENTRY OF UNION OFFICIALS.**

18. (a) For the purpose of interviewing employees on legitimate union business, a duly accredited union representative shall have the right to enter employers' premises during the midday meal break on the following conditions:—

(i) That he produces his authority to the gatekeeper or such other person as may be appointed by the employer.

(ii) That he interviews employees only at places where they are taking their meal.

(iii) That not more than one representative of each of not more than three unions be on the premises at any one time.

(iv) That no one representative visit the premises more than once in each week.

(v) That if any employer alleges that a representative is unduly interfering with his work or is creating dissatisfaction amongst his employees, or is offensive in his methods, or is committing a breach of any of the previous conditions such employer may refuse the right of entry, but the representative shall have the right to bring such refusal before the Wages Board:

Provided that where certain employees are working under a system of shift work which precludes a representative from interviewing them during the midday meal break the representative shall have the right to enter the employer's premises for the purpose of interviewing such employees at such time and under such conditions as to notice as may be mutually arranged by the representative and the employer or, failing agreement, at such times and under such conditions as the Wages Board may decide.

(b) For the purpose of investigating complaints concerning the application of this Determination, or the employment of females upon work which is alleged to be unsuitable for females, a duly accredited union representative shall be afforded reasonable facilities for entering an employer's workshop or plant during working hours, subject to the following conditions:—

(i) That he discloses to the employer or his representative the complaint which he desires to investigate.

(ii) That he makes his investigations in the presence of the employer or his representative (if the employer so desires).

(iii) That he does not interfere with work proceeding in the workshop or plant.

(iv) That he conducts himself properly.

(c) A union representative shall be a duly accredited representative of an organization concerned if he be the holder for the time being of a certificate, signed by the general secretary of that organization and bearing the seal of that organization, in the following form, or in a form not materially differing therefrom:—

(Name of organization.)

This is to certify that  
organization.

is a duly accredited representative of the abovenamed

(S)NAL

General Secretary.

Specimen signature of holder—

Date—

Strictly not transferable.

**TIME AND WAGES BOOK.**

19. (a) Each employer shall keep a record from which can be readily ascertained the name of each employee and his occupation, the hours worked each day, and the wages and allowances paid each week.

(b) The time occupied by an employee in filling in any time record or cards or in the making of records shall be treated as time of duty, but this does not apply to checking in or out when entering or leaving the employer's premises.

(c) The time and wages record shall be open for inspection to a duly accredited union official during the usual office hours at the employer's office or other convenient place: Provided that an inspection shall not be demanded unless the secretary of the union or the district secretary or organizer of any division suspects that a breach of the Determination has been committed: Provided also that only one demand for such inspection shall be made in one fortnight at the same establishment.

(d) The official making such inspection shall be entitled to take a copy of entries in a time and wages record relating to the suspected breach of the Determination.

**NOTICE BOARD.**

20. The employer shall permit a notice board of reasonable dimensions to be erected in a prominent position in his establishment, upon which accredited union representatives shall be permitted to post formal union notices, signed or countersigned by the representative posting same.

GENERAL DEFINITIONS.

21. For the purposes of this Determination the following definitions shall apply:—
- “Sunday” means all time between midnight Saturday and midnight Sunday.
  - “Year” means the period between the 1st day of June in each year and the next 31st day of May.
  - “Nail or tack tool maker” means an employee who makes and fits all tools used in nail, staple, or tack making machines.
  - “Nail or tack machinist” means an adult employee who is in charge of and sets up machines to produce the various types of nails and/or tacks. He is also responsible for the quality of the product.
  - “Assistant to nail or tack machinist” is one who brings up wire to machines, and assists machinist in feeding machines and removing finished products.
  - “Barbed wire tool maker or machinist” means an employee who makes, grinds, and fits tools used in, and is in charge of barbed wire making machines. He is also responsible for the quality of the product.
  - “Assistant to barbed wire machinist” is one who feeds material and spools into barbed wire machines, stands by, adjusts tension, cuts off and removes finished products.
  - “Tradesman” is a person employed as a toolmaker and/or a setter-up and/or a machinist, receiving not less than the appropriate rate set out in clause 2.
  - “Improver” is any junior employee other than an apprentice or a juvenile worker as defined.
  - “Juvenile worker” means a male person under 21 years of age (other than an apprentice or an improver) employed in assisting rumbler, sawdusting, filling ladles, washing, scrubbing, drying, brushing off, sorting, packing, watching nail machines or barbed wire machines, wiring nail machines or barbed wire machines, watching and feeding tack machines, attending nail-rolling machines, attending horseshoe nail-heading machines, attending horseshoe nail-pointing machines, attending roofing nail-heading machines.

PERIODICAL ADJUSTMENT OF WAGES.

22. The wages rates set out in clause 2 are based upon the following basic wage rates, and, pursuant to the provisions of section 21 of the *Factories and Shops Act 1934*, the Board hereby determines that such rates shall be automatically adjusted by the same amount and at the same time as such basic wage as prescribed by clause 23.

Basic Wage.

Place.	Needs Basic Wage (Adjustable).	Loading Constant.	Total Basic Wage.	Index Number Set Assigned.
	£ s. d.	s. d.	£ s. d.	
Victoria .. .. .	6 4 0	6 0	6 10 0	Melbourne

ADJUSTMENT OF BASIC WAGE.

23. (a) For the purposes of this Determination, the expression “Commonwealth Statistician’s ‘all items’ retail price index numbers” or any like expression means the numbers stated to be such index numbers in any document purporting, and not proved to be wrongly so purporting, to be printed by the Commonwealth Government Printer or to be signed by or on behalf of the Commonwealth Statistician.

(b) Until the beginning of the first pay period to commence in February, 1950, the amounts of the Basic Wage shall be as prescribed in clause 22.

(c) During each future successive period beginning with the first pay period to commence in a February, a May, an August, or a November, the amount of the needs basic wage shall be adjusted by the following method, namely, by multiplying the last published Commonwealth Statistician’s “all items” retail price index number by the factor .037 taken to one place of decimals, the resultant whole number being the amount of the basic wage expressed in shillings, but should the decimal number reach .5 or more the basic wage shall be taken to the next higher shilling.

Marginal Rates.

In addition to the basic wage provided in clause 22 the margins and wartime loadings set out in this clause shall be the minimum rate payable to employees therein named:—

Classification.	Margins per Week.	Wartime Loadings per Week.
	s. d.	s. d.
Nail or tack tool maker .. .. .	33 0	4 0
Nail or tack machinist .. .. .	25 0	3 0
Assistant to nail or tack machinist .. .. .	20 0	3 0
Roofing nail heading machinist .. .. .	25 0	3 0
Barbed wire tool maker or machinist .. .. .	25 0	3 0
Assistant to barbed wire machinist .. .. .	20 0	3 0
Clipper or tier-up on concertina barbed wire .. .. .	19 0	3 0
Rumbler .. .. .	19 0	3 0
Galvanizer .. .. .	30 0	3 0
Pickler—He d, or where only one pickler is employed .. .. .	24 0	3 0
Assistant pickler .. .. .	18 0	3 0
Assistant working over metal pot .. .. .	24 0	3 0
Swinger .. .. .	16 0	3 0
Wire drawing plate setter .. .. .	23 0	3 0
Wire drawing block operator .. .. .	19 0	3 0
Tack Inspector .. .. .	19 0	3 0
Storeman, packer, or sorter .. .. .	24 6	3 0
Other employees with not less than three months’ experience in the metal trades industry .. .. .	6 0	3 0
All others .. .. .	Nil	3 0

A. V. BARNS, J.P., Chairman.

J. W. RYAN, Secretary.

Melbourne, 5th December, 1949.



VICTORIA  
GOVERNMENT GAZETTE.

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No. 27]

FRIDAY, JANUARY 13.

[1950

Factories and Shops Acts.

DETERMINATION OF THE NON-FERROUS METALS BOARD.

NOTE.—(a) This Determination applies to the whole of the State of Victoria.

(b) Until the date of coming into operation of this Determination the wages and conditions of persons now provided for herein, were provided for in the Determination of the Engineers and Brassworkers (Unskilled) Board.

IN accordance with the provisions of the Factories and Shops Acts, the Wages Board which now has the power to "determine the lowest prices or rates which may be paid to—

Any person or persons or classes of persons employed in the process, trade, or business of producing rods, bars, sections, angles, sheets, strips, ingots, tubes, or wire from brass, copper, or other non-ferrous metals; "

has made the following Determination, namely—

1. That as from the beginning of the first [pay period to commence on or after the 19th December, 1949, the last previous Determination of this Board shall be revoked and replaced by this Determination.

2.

Adults.	Wages per Week of 40 hours.		
	Within 20 Miles of G.P.O., Melbourne; 10 Miles of G.P.O., Geelong; at Warrnambool, and within Mildura and Gippsland Districts.	At Yallourn.	Other Parts of Victoria.
	£ s. d.	£ s. d.	£ s. d.
Furnaceman—electric .. .. .	8 6 0	8 12 6	8 3 0
Furnaceman—other .. .. .	7 19 0	8 5 6	7 16 0
Furnaceman's assistant .. .. .	7 13 0	7 19 6	7 10 0
Press operator .. .. .	7 18 0	8 4 6	7 15 0
Die attendant .. .. .	7 18 0	8 4 6	7 15 0
Hexagon straightener .. .. .	7 16 0	8 2 6	7 13 0
Draw bench operator .. .. .	7 12 0	7 18 6	7 9 0
Pickler .. .. .	7 12 0	7 18 6	7 9 0
Other machine operator .. .. .	7 12 0	7 18 6	7 9 0
Hand straightener .. .. .	7 10 0	7 16 6	7 7 0
Pointer .. .. .	7 9 0	7 15 6	7 6 0
Die striker .. .. .	7 8 0	7 14 6	7 5 0
Other employees with not less than three months' experience in this industry .. .. .	6 19 0	7 5 6	6 16 0
All others .. .. .	6 13 0	6 19 6	6 10 0

*Leading Hands.*

Leading hands in charge of not less than three and not more than ten employees, 9s. per week extra; more than ten and not more than twenty employees, 18s. per week extra; more than twenty employees, 27s. per week extra.

No. 27.—12591/49.—PRICE 6d.

## JUNIOR LABOUR.

3. (a) Subject to the exceptions hereinafter provided, the minimum rates of wage for male juniors shall be as follows:—

## WAGES PER WEEK OF 40 HOURS.

	Percentage of Needs Basic Wage.	Constant Loading.	Special Loading.	Further Additional Loading.	Total Wage Payable.		
					Within 20 miles of G.P.O., Melbourne; within 10 miles of G.P.O., Geelong; at Warrnambool and within Mildura and Gippsland Districts.	At Yallourn.	Other Parts of Victoria.
	Per Week.	Per Week. s. d.	Per Week. s. d.	s. d.	£ s. d.	£ s. d.	£ s. d.
Under 16 years of age ..	25	0 6	1 0	2 0	1 14 6	1 16 0	1 13 6
16 years of age ..	33	0 9	1 9	2 6	2 6 0	2 8 0	2 5 0
17 years of age ..	60	1 0	3 0	5 0	4 3 6	4 7 6	4 1 6
18 years of age ..	75	2 0	4 0	6 0	5 5 0	5 10 0	5 2 6
19 years of age and over ..	90	2 6	4 6	7 0	6 5 6	6 11 6	6 3 0
			<i>Elsewhere</i>				
Under 16 years of age ..	25	0 6	..	2 0	1 13 6	1 15 0	1 12 6
16 years of age ..	35	0 9	..	3 0	2 7 0	2 9 6	2 6 0
17 years of age ..	47½	1 0	..	4 0	3 4 0	3 7 0	3 2 6
18 years of age ..	60	1 0	..	5 0	4 0 6	4 4 6	3 18 6
19 years of age ..	75	2 0	..	6 0	5 1 0	5 6 0	4 18 6
20 years of age ..	90	2 0	..	7 0	6 0 6	6 6 6	5 18 0

A junior employee of eighteen years or more shall be paid 3s. per week in addition to the rates prescribed herein while he is employed as a furnaceman or assistant to a furnaceman.

Provided that the rate payable to any employee shall not, excluding the constant loading, be less than 20s.

The total wage shall be calculated to the nearest sixpence, any broken part of sixpence in the result not exceeding threepence to be disregarded.

(b) Except in the case of employees in foundries, the minimum rate payable to a junior male of eighteen years or more with less than six months' experience under this Determination shall, until he has had six months' experience, be 10 per cent. less than the amount represented by the percentage of the needs basic wage hereby prescribed for a junior employee of his age and in addition thereto the constant loading prescribed for such an employee.

*Prohibited Occupations.*

(c) Junior employees shall not be employed—

- (i) if under the age of 16 years on oil or gas burners or fires used for heating of small articles; or
- (ii) if under 18 years as furnacemen or assistants to furnacemen; or
- (iii) if under 18 years as a roller or an extrusion press operator.

## SPECIAL RATES.

4. In addition to the wages prescribed in clauses 2 and 3 hereof, the following special rates and allowances shall be paid to employees, and unapprenticed juniors:—

*Wet Places.*

(a) An employee working in any place where his clothing or boots become saturated, whether by water, oil, or otherwise, shall be paid 2d. per hour extra: Provided that this extra rate shall not be payable to an employee who is provided by the employer with suitable and effective protective clothing and/or footwear: And provided further that any employee who becomes entitled to this extra rate shall be paid such extra rate for such part of the day or shift as he is required to work in wet clothing or boots.

*Confined Spaces.*

(b) Working in confined space (as defined)—3d. per hour extra.

*Hot Places.*

(c) Working for more than one hour in the shade in places where the temperature is raised by artificial means to between 115 and 130 degrees Fahrenheit, 1½d. per hour extra; in places where the temperature exceeds 130 degrees Fahrenheit, 3d. per hour extra. Where work continues for more than two hours in temperatures exceeding 130 degrees Fahrenheit, employees shall also be entitled to twenty minutes' rest after every two hours' work without deduction of pay. The temperature shall be decided by the foreman of the work after consultation with the employees who claim the extra rate.

*Dirty Work.*

(d) Work which a foreman and workman shall agree is of an unusually dirty or offensive nature—1½d. per hour extra.

In case of disagreement between the foreman and workman, the workman, or a shop steward on his behalf, shall be entitled, within 24 hours, to ask for a decision on the workman's claim by the employer's industrial officer (if there be one), or otherwise by the employer or the executive officer responsible for the management or superintendence of the plant concerned. In such case a decision shall be given on the workman's claim within 48 hours of its being asked for (unless that time expires on a non-working day, in which case it shall be given during the next working day), or else the said allowance shall be paid.

In any case where an organization alleges that an employer or his representative is persistently unreasonable or capricious in relation to such claims, it may bring such case before the Wages Board.

*Special Rates not Cumulative.*

(e) Where more than one of the disabilities entitling a workman to extra rates exist on the same job the employer shall be bound to pay only one rate, namely, the highest for the disabilities so prevailing.

*Rates not Subject to Penalty Additions.*

(f) The special rates herein prescribed shall be paid, irrespective of the times at which the work is performed, and shall not be subject to any premium or penalty additions.

**HOURS OF WORK.***Day Workers.*

5. (a) The ordinary hours of work shall be 40 per week to be worked in five days of not more than 8 hours (Monday to Friday inclusive) and one day (Saturday) of not more than 4 hours; or five days (Monday to Friday inclusive) of 8 hours each continuously except for meal breaks at the discretion of the employer, between 7 a.m. and 5.30 p.m. on Monday to Friday inclusive, and 7 a.m. and noon on Saturday.

In localities where the recognized half-holiday is on a day other than Saturday, the day so recognized may be substituted for Saturday for all the purposes of this Determination.

Provided that the spread of hours or the daily hours prescribed may be altered as to all or a section of the employees by mutual agreement between an employer and the representative of the union in that shop.

*Five-Days' Week.*

(b) In any case in which the ordinary week's work of 40 hours can be performed in five days as aforesaid without—

- (i) detriment to the public interest;
- (ii) loss in the value of goods handled or to be handled;
- (iii) reducing the efficiency of production; or
- (iv) reducing the efficacy of the necessary service,

the employer shall allow those employees who so desire to do so to work their ordinary hours in five days as aforesaid. Any dispute as to whether the ordinary hours of work can in any case or cases be worked in five days without detriment, loss, or reduction as aforesaid shall be determined by the Wages Board upon application made by or on behalf of the employees. Upon such an application proof that the working of a five-days' week will result in such detriment, loss, or reduction as aforesaid shall be upon the employer.

This sub-clause shall not apply to employees engaged on the maintenance and servicing of plant.

It is a condition of the allowing of a five-days' week hereunder that if required employees shall comply with the reasonable and lawful orders of the employer as to working overtime, including the working of overtime on Saturday.

**SHIFT WORK.**

6. (a) For the purposes of this clause—

"Afternoon shift" means any shift finishing after 6 p.m., and at or before midnight.

"Continuous work" means work carried on with consecutive shifts of men throughout the twenty-four hours of each of at least six consecutive days without interruption, except during breakdowns or meal breaks, or due to unavoidable causes beyond the control of the employer.

"Night shift" means any shift finishing subsequent to midnight, and at or before 8 a.m.

"Rostered shift" means a shift of which the employee concerned has had at least 48 hours' notice.

*Hours—Continuous Work Shifts.*

(b) This sub-clause shall apply to shift workers on continuous work as hereinbefore defined.

The ordinary hours of such shift workers shall not exceed—

- (i) 8 in any one day; nor
- (ii) 48 in any one week; nor
- (iii) 88 in 14 consecutive days; nor
- (iv) 160 in 28 consecutive days.

Subject to the following conditions such shift workers shall work at such times as the employer may require—

- (i) a shift shall consist of not more than 8 hours, inclusive of crib time;
- (ii) except at the regular change-over of shifts an employee shall not be required to work more than one shift in each 24 hours;
- (iii) twenty minutes shall be allowed to shift workers each shift for crib, which shall be counted as time worked.

*Hours—Other Than Continuous Work.*

(c) This sub-clause shall apply to shift workers not upon continuous work as hereinbefore defined. The ordinary hours of such shift workers shall not exceed—

- (i) 40 in any week to be worked in five shifts of 8 hours on Monday to Friday inclusive, or five shifts of not more than 8 hours and one shift (Saturday) of not more than 4 hours; or
- (ii) 80 in 14 consecutive days, in which case an employee shall not, without payment for overtime, be required to work more than 8 consecutive hours on any shift or more than 6 shifts in any week.
- (iii) 120 in 21 consecutive days, in which case an employee shall not, without payment for overtime, be required to work more than 8 consecutive hours on any shift or more than 6 shifts in any week.

Such ordinary hours shall be worked continuously, except for meal breaks, at the discretion of the employer. An employee shall not be required to work for more than six hours without a break for a meal.

Except at regular change-over of shifts an employee shall not be required to work more than one shift in each 24 hours.

*Rosters.*

(d) Shift rosters shall specify the commencing and finishing times of ordinary working hours of the respective shifts.

*Variation by Agreement.*

(e) The method of working shifts may in any case be varied by agreement between the employer and the accredited representative of the union to suit the circumstances of the establishment.

The time of commencing and finishing shifts once having been determined may be varied by agreement between the employer and the accredited representative of the union to suit the circumstances of the establishment, or in the absence of agreement by seven days' notice of alteration given by the employer to the employees.

*Afternoon or Night Shift Allowances.*

(f) Shift workers on continuous work whilst on afternoon or night shifts shall be paid  $7\frac{1}{2}$  per cent. more than the ordinary rates for such shifts.

Shift workers on other than continuous work whilst on afternoon or night shifts shall be paid 10 per cent. more than the ordinary rates for such shifts.

Shift workers who work on any afternoon or night shift which does not continue for at least five successive afternoons or nights in a five-day workshop or for at least six successive afternoons or nights in a six-day workshop shall be paid at the rate of time and a half.

An employee who—

- (i) during a period of engagement on shift works night shift only; or
- (ii) remains on night shift for a longer period than four consecutive weeks; or
- (iii) works on a night shift which does not rotate or alternate with another shift or with day work so as to give him at least one-third of his working time off night shift in each shift cycle,

shall during such engagement, period or cycle, be paid at the rate of time and a quarter for all time worked during ordinary working hours on such night shifts.

(f) The minimum rate to be paid to any shift worker for work performed between midnight on Friday and midnight on Saturday shall be time and a quarter. Such extra rate to be in substitution for and not cumulative upon the shift premiums prescribed in the first and second paragraphs of sub-clause (f) hereof.

*Overtime.*

(g) Shift workers for all time worked in excess of or outside the ordinary working hours prescribed by this Determination or on a shift other than a rostered shift shall—

- (i) if employed on continuous work be paid at the rate of double time; or
- (ii) if employed on other shift work at the rate of time and a half for the first four hours and double time thereafter, except in each case when the time is worked—
- (iii) by arrangement between the employees themselves;
- (iv) for the purpose of effecting the customary rotation of shifts; or
- (v) is due to the fact that the relief man does not come on duty at the proper time; or
- (vi) on a shift to which an employee is transferred on short notice as an alternative to standing the employee off in circumstances which would entitle the employer to deduct payment for a day in accordance with clause 12 (b) hereof.

Provided that when not less than 8 hours' notice has been given to the employer by the relief man that he will be absent from work and the employee whom he should relieve is not relieved the unrelieved employee shall be paid at the rate of time and a half for the first 4 hours on duty after he has finished his ordinary shift and at the rate of double time thereafter except where the employee is required to continue to work on his rostered day off when he shall be paid double time.

*Compulsory Overtime.*

(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.

*Sundays and Holidays.*

(h) Shift workers on continuous work shifts for work done on a rostered shift the major portion of which is performed on a Sunday or holiday shall be paid at the rate of time and a half.

Shift workers on other than continuous work for all time worked on a Sunday or holiday shall be paid at the rates prescribed by clause 9 of this Determination. Where shifts commence between 11 p.m. and midnight on a Sunday or holiday the time so worked before midnight shall not entitle the employee to the Sunday or holiday rate; provided that the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or holiday and extending into a Sunday or holiday shall be regarded as time worked on such Sunday or holiday.

*Junior Employees.*

(i) Juniors whilst on afternoon or night shifts shall be paid not less than the rates hereinbefore prescribed or 1s. per shift whichever is the higher.

*MIXED FUNCTIONS.*

7. An employee engaged for more than half of one day or shift on duties carrying a higher rate than his ordinary classification shall be paid the higher rate for such day or shift. If for less than half of one day or shift, he shall be paid the higher rate for the time so worked.

*OVERTIME.*

8. (a) For all work done outside ordinary hours the rates of pay shall be time and a half for the first four hours and double time thereafter, such double time to continue until the completion of the overtime work; provided that in the case of an apprentice or a junior the rate for overtime shall be not less than the rate herein prescribed or 1s. 6d. per hour whichever is the higher.

Except as provided in this sub-clause or sub-clause (b) hereof in computing overtime each day's work shall stand alone.

*Rest Period After Overtime.*

(b) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least eight consecutive hours off duty between the work of successive days.

An employee (other than a casual employee) who works so much overtime between the termination of his ordinary work on one day and the commencement of his ordinary work on the next day that he has not at least eight consecutive hours off duty between those times shall, subject to this sub-clause, be released after completion of such overtime until he has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If on the instructions of his employer such an employee resumes or continues work without having had such eight consecutive hours off duty he shall be paid at double rates until he is released from duty for such period and he shall then be entitled to be absent until he has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

*Call Back.*

(c) An employee recalled to work overtime after leaving his employer's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of three hours' work at the appropriate rate for each time he is so recalled; provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full three hours if the job he was recalled to perform is completed within a shorter period. This sub-clause shall not apply in cases where it is customary for an employee to return to his employer's premises to perform a specific job outside his ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

Overtime work in the circumstances specified in this sub-clause shall not be regarded as overtime for the purposes of sub-clause (b) of this clause where the actual time worked is less than three hours on such recall or on each of such recalls.

*Saturday Work—Five-Days' Week.*

(d) A day worker on a five-days' week required to work overtime on a Saturday shall be afforded at least three hours' work or paid for three hours at the appropriate rate except where such overtime is continuous with overtime commenced on the day previous.

*Standing By.*

(e) Subject to any custom now prevailing under which an employee is required regularly to hold himself in readiness for a call back, an employee required to hold himself in readiness to work after ordinary hours shall until released be paid standing-by time at ordinary rates from the time from which he is so to hold himself in readiness.

*Meal Hours—General.*

(f) For work done during meal hours and thereafter until a meal-hour break is allowed, time and a half rates shall be paid. An employee shall not be compelled to work for more than six hours without a break for a meal.

*Meal Hours—Maintenance Employees.*

(g) Subject to the provisions of the second part of sub-clause (f) of this clause an employee employed as a regular maintenance man shall work during meal breaks at the ordinary rates herein proscribed whenever instructed to do so for the purpose of making good breakdowns of plant or upon routine maintenance of plant which can only be done while such plant is idle.

*Crib Time.*

(h) An employee working overtime shall be allowed a crib time of twenty minutes without deduction of pay after each four hours of overtime worked if the employee continues work after such crib time.

Provided that where a day worker on a five-days' week is required to work overtime on a Saturday the first prescribed crib time shall, if occurring between 10 a.m. and 1 p.m., be paid at ordinary rates.

Unless the period of overtime is less than one and a half hours an employee before starting overtime after working ordinary hours shall be allowed a meal break of twenty minutes which shall be paid for at ordinary rates. An employer and employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that the employer shall not be required to make any payment in respect of any time allowed in excess of twenty minutes.

*Tea Money.*

(i) An employee required to work overtime for more than two hours without being notified on the previous day or earlier that he will be so required to work shall either be supplied with a meal by the employer or paid 2s. and 1s. 3d. for each subsequent meal, but such payment need not be made to employees living in the same locality as their workshops who can reasonably return home for meals.

Unless the employer advises an employee on the previous day or earlier that the amount of overtime to be worked will necessitate the partaking of a second or subsequent meal (as the case may be) the employer shall provide such second and/or subsequent meals or make payment in lieu thereof as above prescribed.

If an employee pursuant to notice has provided a meal or meals and is not required to work overtime or is required to work less than the amount advised he shall be paid as above prescribed for meals which he has provided, but which are surplus.

*Transport of Employees.*

(j) When an employee, after having worked overtime, or a shift for which he has not been regularly rostered, finishes work at a time when reasonable means of transport are not available, the employer shall provide him with a conveyance to his home, or pay him his current wage for the time reasonably occupied in reaching his home.

*Compulsory Overtime.*

(k) An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.

**HOLIDAYS AND SUNDAY WORK.**

9. (a) Employees shall be entitled to the following public holidays, without loss of pay, as regards employees on weekly hiring:—New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, King's Birthday, Labour Day, Anzac Day, Christmas Day, and Boxing Day, or such other day as is generally observed in the locality as a substitute for any of the said days respectively.

Provided that Christmas Day and Boxing Day shall for the year, 1949, be deemed to fall on the 26th and 27th days of December, 1949, respectively, and that New Year's Day for the year, 1950, shall be deemed to fall on the 2nd day of January, 1950.

By agreement between any employer and his employees, other days may be substituted for the said days, or any of them, as to such employer's undertaking.

(b) An employee not engaged on continuous work shall be paid at the rate of double time for work done on Sundays and public holidays, such double time to continue until he is relieved from duty.

(c) An employee, other than a casual employee, not engaged in continuous work, who works on a Sunday or a public holiday and (except for meal breaks) immediately thereafter continues such work, shall on being relieved from duty be entitled to be absent until he has had eight consecutive hours off duty, without deduction of pay for ordinary time of duty occurring during such absence.

(d) Employees, other than on shift or engaged in maintaining the continuity of electric light and power, required to work on Sundays or public holidays shall be paid for a minimum of three hours work.

**EXTRA RATES—NOT CUMULATIVE.**

10. Extra rates in this Determination, except rates prescribed in clause 4, are not cumulative so as to exceed the maximum of double the ordinary rates.

**PAYMENT OF WAGES.**

11. (a) Wages shall be paid weekly or fortnightly.

(b) On the first pay day occurring during his employment, an employee shall be paid whatever wages are due to him up to the completion of his work on the previous day: Provided that this sub-clause shall not apply to employers who make a practice of allowing advances to employees approximating wages due.

(c) Upon termination of the employment, wages due to an employee shall be paid to him on the day of such termination, or forwarded to him by post on the next working day.

(d) An employee kept waiting for his wages on pay day for more than a quarter of an hour after the usual time for ceasing work, shall be paid at overtime rates after that quarter-hour, with a minimum of a quarter of an hour.

(e) On or prior to pay day, the employer shall state to each employee, in writing, the amount of wages to which he is entitled, the amount of deductions made therefrom, and the net amount being paid to him.

**CONTRACT OF EMPLOYMENT.***Weekly Employment.*

12. (a) Except as hereinafter provided employment shall be by the week. Any employee not specifically engaged as a casual employee shall be deemed to be employed by the week.

(b) Employment shall be terminated by a week's notice on either side given at any time during the week, or by the payment or forfeiture of a week's wages, as the case may be. This shall not affect the right of the employer to dismiss any employees without notice for malingering, inefficiency, neglect of duty, or misconduct, and in such cases the wages shall be paid up to the time of dismissal only; or to deduct payment for any day the employee cannot be usefully employed because of any strike or through any breakdown in machinery, or any stoppage of work by any cause for which the employer cannot reasonably be held responsible.

(c) An employee not attending for duty shall, except as provided by clause 13 hereof, lose his pay for the actual time of his non-attendance.

*Casual Employment.*

(d) A casual employee is one engaged and paid as such. A casual employee for working ordinary time shall be paid per hour one-fortieth of the weekly rate prescribed by this Determination for the work which he performs, plus 10 per cent.

*Late Comers.*

(e) Notwithstanding anything elsewhere contained in this Determination an employer may select and utilize for time-keeping purposes any fractional or decimal proportion of an hour (not exceeding a quarter of an hour) and may apply such proportion in the calculation of the working time of employees who without reasonable cause promptly communicated to the employer, report for duty after their appointed starting times or cease duty before their appointed finishing times.

An employer who adopts a proportion for the aforesaid purpose shall apply the same proportion for the calculation of overtime.

**SICK LEAVE.**

13. (a) An employee on weekly hiring who is absent from his work on account of personal illness, or on account of injury by accident arising out of and in the course of his employment, shall be entitled to leave of absence, without deduction of pay, subject to the following conditions and limitations:—

(i) He shall not be entitled to paid leave of absence for any period in respect of which he is entitled to workers' compensation.

(ii) He shall, within 24 hours of the commencement of such absence, inform the employer of his inability to attend for duty and, as far as practicable, state the nature of the injury or illness and the estimated duration of the absence.

(iii) He shall prove to the satisfaction of his employer (or in the event of dispute, the Wages Board) that he was unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed.

(iv) He shall not be entitled in any year (whether in the employ of one employer or of several) to leave in excess of 40 hours of working time.

For the purpose of administering paragraph (iv) of this sub-clause an employer may, within one month of this Determination coming into operation or within two weeks of the employee entering his employment, require an employee to make a sworn declaration or other written statement as to what paid leave of absence he has had from any employer during the then current year; and upon such statement the employer shall be entitled to rely and act.

*Single Day Absences.*

(b) In the case of an employee who claims to be allowed paid sick leave in accordance with this clause for an absence of one day only, such employee, if in the year he has already been allowed paid sick leave on more than one occasion for one day only, shall not be entitled to payment for the day claimed unless he produces to the employer a certificate of a duly-qualified medical practitioner that in his, the medical practitioner's, opinion the employee was unable to attend for duty on account of personal illness or on account of injury by accident. Nothing in this sub-clause shall limit the employer's rights under sub-clause (a) (iii) hereof.

*Cumulative Sick Leave.*

(c) Sick leave shall accumulate from year to year so that any balance of the period specified in sub-clause (a) (iv) of this clause which has in any year not been allowed to an employee by an employer as paid sick leave may be claimed by the employee and subject to the conditions hereinbefore prescribed shall be allowed by that employer in a subsequent year without diminution of the sick leave prescribed in respect of that year. Provided that sick leave which accumulates pursuant to this sub-clause shall be available to the employee for a period of two years, but for no longer from the end of the year in which it accrues.

(c) Rights accrued under sub-clause (c) hereof prior to the 1st day of January, 1948, shall be preserved except that the total number of hours so accrued and not taken prior to the 1st day of January, 1948, shall be reduced by 1/11th of such total the result to be calculated to the nearest hour.

*Attendance at Hospital, &c.*

(d) Notwithstanding anything contained in sub-clause (a) hereof an employee suffering injury through an accident arising out of and in the course of his employment (not being an injury in respect of which he is entitled to workers' compensation) necessitating his attendance during working hours on a doctor, chemist, or trained nurse, or at a hospital, shall not suffer any deduction from his pay for the time (not exceeding four hours) so occupied on the day of the accident, and shall be reimbursed by the employer all expenses reasonably incurred in connexion with such attendance.

ANNUAL HOLIDAY.

14. The annual holiday shall be as prescribed by the provisions of the *Factories and Shops (Annual Holidays) Act 1946*, No. 5111, and any amendments which may be made thereto from time to time.

MISCELLANEOUS.

*Accommodation and Conveniences—Boiling Water.*

15. (a) (i) Employers shall provide boiling water for employees at meal times.

*Drinking Water.*

(ii) Employers shall provide for the use of employees in workshops a sufficient supply of wholesome cool drinking water from bubble taps or other suitable drinking fountains.

*First-Aid Outfit.*

(iii) In each workshop, and at other places where employees are regularly employed, the employer shall provide and continuously maintain, at a place or places reasonably accessible to all employees, an efficient first-aid outfit.

Clause 8 of Chapter 9 of the Regulations under the *Factories and Shops Act 1928* requires that a first-aid ambulance chest shall be kept in some accessible place upon the premises, and that such chest shall be equipped and supplied with the following articles:—

Articles.	Quantities to be Kept in Ambulance Chest—
Antiseptic solution .. .. .	1 bottle
Bandages, cotton and gauze .. .. .	1 dozen assorted sizes
Castor oil .. .. .	2 oz.
Iodine, tincture of .. .. .	2 oz.
Manual, first-aid .. .. .	1
Petrolatum, carbolyzed .. .. .	1 jar
Picric acid solution, made according to the following recipe or prescription:—	
1½ teaspoonfuls of powdered picric acid, 3 oz. of absolute alcohol, and 2 pints of distilled water ..	1 pint
Pins, safety .. .. .	1 packet
Sal volatile .. .. .	6 oz.
Scissors .. .. .	1 pair
Tourniquet .. .. .	1
Tweezers .. .. .	1 pair
Cotton, absorbent .. .. .	} An adequate assortment.
Gauze, sterilized, plain .. .. .	
Lint, absorbent .. .. .	
Plaster, adhesive .. .. .	

*Lockers.*

(iv) An employer shall at some reasonable convenient place on his premises provide a suitable locker for each employee in his workshop, or hanging facilities which afford reasonable protection for employee's clothes. In any case in which compliance with this paragraph necessitates the provision of lockers or new or improved hanging facilities, they shall be provided by the 1st July, 1946 unless the employer proves to the satisfaction of the Wages Board that he is unable by reason of shortage of material or labour or any other difficulties to provide such new or improved facilities, in which case their provision may be postponed for such period or periods as the Wages Board determines.

*Showers.*

(v) Employers shall provide for all workmen employed in foundries hot and cold shower baths, which shall be situated away from lavatories.

*Washing and Sanitary Conveniences.*

(vi) Employers shall provide proper and sufficient washing and sanitary conveniences.

*Clothing, Equipment, and Tools—Damage to Clothing and Tools.*

(b) (i) Compensation to the extent of the damage sustained shall be made where in the course of the work clothing or tools are damaged or destroyed by fire or molten metal or through the use of corrosive substances. Provided that the employer's liability in respect of tools shall be limited to such tools of trade as are ordinarily required for the performance of the employee's duties.

*Goggles.*

(ii) Suitable mica or other goggles shall be provided by the employer for each employee using emery wheels or where used by more than one employee such goggles shall be sterilized before being used by another employee. An employee when working on emery wheels shall wear the goggles provided for his protection.

Goggles containing celluloid shall not be considered suitable for the purposes of this provision.



*Tools.*

(iii) Until further order the employer shall provide for each employee such tools as were customarily provided at the time of the making of this Determination. The employee shall replace or pay for any tools so provided if lost through his negligence.

*Dressing Castings.*

(c) Where practicable, the dressing of castings shall not be carried out in close proximity to employees not doing that work.

*Ladles.*

(d) (i) All ladles of a holding capacity of 15 cwt. or more in use at the time of the making of this Determination shall be fitted with safety-worm gear or an equivalent safety fitting; and all ladles of a holding capacity of 10 cwt. or more hereafter brought into operation shall be fitted with safety-worm gear.

(ii) Where molten metal is carried in ladles by hand the weight of molten metal shall not exceed:—  
Single-handed ladles—60 lb., including the weight of the ladle.  
Other ladles— $\frac{3}{4}$  cwt. per man.

(iii) Where molten metal is carried by hand, a clear passageway not less than 2 ft. 6 in. wide shall be made.

*Ventilation.*

(e) While any work is being carried on in any confined or enclosed space in which—

(i) fumes, gases, dust, or vapours which may be dangerous or injurious are liable to be present or to be generated in the course of the work; or

(ii) the atmosphere may otherwise become vitiated,  
the employer shall install a suction exhaust apparatus, through which by means of a power-driven fan air is drawn from the vicinity of the work in relation to which it is installed.

Where it is impracticable to install such suction exhaust apparatus the employer shall take all such steps as are necessary to ensure safe working conditions in any such confined or enclosed space.

This sub-clause shall not be deemed to be inconsistent with the Harmful Gases, Vapours, Mists, Smokes and Dust Regulations 1945 (published in the Victorian *Government Gazette* No. 21, dated 7th February, 1945) and shall not apply to any processes or occupations to which those Regulations apply.

## SHOP STEWARDS.

16. An employee appointed shop steward in the shop or department in which he is employed shall, upon notification thereof to his employer, be recognized as the accredited representative of the union of which he belongs, and he shall be allowed the necessary time during working hours to interview the employer or his representative on matters affecting employees whom he represents.

## RIGHT OF ENTRY OF UNION OFFICIALS.

17. (a) For the purpose of interviewing employees on legitimate union business, a duly accredited union representative shall have the right to enter employers' premises during the midday meal break on the following conditions:—

(i) That he produces his authority to the gatekeeper or such other person as may be appointed by the employer.

(ii) That he interviews employees only at places where they are taking their meal.

(iii) That not more than one representative of each of not more than three unions be on the premises at any one time.

(iv) That no one representative visit the premises more than once in each week.

(v) That if any employer alleges that a representative is unduly interfering with his work or is creating dissatisfaction amongst his employees or is offensive in his methods, or is committing a breach of any of the previous conditions, such employer may refuse the right of entry, but the representative shall have the right to bring such refusal before the Wages Board.

Provided that, where certain employees are working under a system of shift work which precludes a representative from interviewing them during the midday meal break, the representative shall have the right to enter the employer's premises for the purpose of interviewing such employees at such time and under such conditions as to notice as may be mutually arranged by the representative and the employer or, failing agreement, at such times and under such conditions as the Wages Board may decide.

(b) For the purpose of investigating complaints concerning the application of this Determination, a duly accredited union representative shall be afforded reasonable facilities for entering an employer's workshop or plant during working hours, subject to the following conditions:—

(i) That he discloses to the employer or his representative the complaint which he desires to investigate.

(ii) That he makes his investigations in the presence of the employer or his representative (if the employer so desires).

(iii) That he does not interfere with work proceeding in the workshop or plant.

(iv) That he conducts himself properly.

(c) A union representative shall be a duly accredited representative of an organization concerned if he be the holder for the time being of a certificate, signed by the general or State secretary of that organization and bearing the seal of that organization, in the following form, or in a form not materially differing therefrom:—

This is to certify that of the abovenamed organization	(Name of organization.)	is a duly accredited representative
		General } State } Secretary.
(SEAL)		Date
Specimen signature of holder.		

Strictly not transferable.

## TIME AND WAGES BOOK.

18. (a) Each employer shall keep a record from which can be readily ascertained the name of each employee and his occupation, the hours worked each day, and the wages and allowances paid each week.

(b) The time occupied by an employee in filling in any time record or cards or in the making of records shall be treated as time of duty, but this does not apply to checking in or out when entering or leaving the employer's premises.

(c) The time and wages record shall be open for inspection to a duly accredited union official during the usual office hours at the employer's office or other convenient place: Provided that an inspection shall not be demanded unless the secretary of the union or the district secretary or organizer of any division suspects that a breach of the Determination has been committed: Provided also that only one demand for such inspection shall be made in one fortnight at the same establishment.

(d) The official making such inspection shall be entitled to take a copy of entries in a time and wages record relating to the suspected breach of the Determination.

## NOTICE BOARD.

19. The employer shall permit a notice board of reasonable dimensions to be erected in a prominent position in his establishment, upon which accredited union representatives shall be permitted to post formal union notices, signed or counter-signed by the representative posting same.

## DEFINITIONS.

20. "Confined Space" means a compartment or space access to which is through a man-hole or similar opening, or a place the dimensions of which necessitate an employee working in a stooped or otherwise cramped position, or without proper ventilation.
- "Sunday" means all time between midnight Saturday and midnight Sunday.
- "Year" means the period between the 1st day of June in each year and the next 31st day of May.
- "Furnace man" means an employee in charge of a furnace used for smelting metals or ores, boiler plate furnaces, case hardening and/or annealing furnaces, and such heating furnaces where the weight of individual pieces of material is 5 cwt. or more or the area of the material exceeds 4 square feet.

## PERIODICAL ADJUSTMENT OF WAGES.

21. The wages rates set out in clause 2 are based upon the following basic wage rates and, pursuant to the provisions of section 21 of the *Factories and Shops Act 1934*, the Board hereby determines that such rates shall be automatically adjusted by the same amount and at the same time as such basic wage as prescribed by clause 22.

*Basic Wage.*

Place.	Needs Basic Wage (Adjustable).	Loading Constant.	Total Basic Wage.	Index Number Set Assigned.
Victoria—	£ s. d.	s. d.	£ s. d.	
Within 20 miles of G.P.O., Melbourne, 10 miles of G.P.O., Geelong, at Warrnambool, and within Mildura and Gippsland Districts	6 4 0	6 0	6 10 0	Melbourne
Yallourn—6s. 6d. in excess of basic wage for Melbourne.				
Elsewhere—3s. less than the contemporaneous basic wage for Melbourne.				

## ADJUSTMENT OF BASIC WAGE.

22. (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, 1950, the amounts of the Basic Wage shall be as prescribed in clause 21.

- (c) During each future successive period beginning with the first pay period to commence in a February, a May, an August, or a November, the amount of the needs basic wage shall be adjusted by the following method, namely, by multiplying the last published Commonwealth Statistician's "all items" retail price index number by the factor .087 taken to one place of decimals, the resultant whole number being the amount of the basic wage expressed in shillings, but should the decimal number reach .5 or more the basic wage shall be taken to the next higher shilling.

## MARGINAL RATES.

23. In addition to the basic wage provided in clause 21, the margins and special loadings set out in this clause shall be the minimum rate payable to employees therein named:—

Classification.	Margins Per Week.	Special Loading Per Week.
	s. d.	s. d.
Furnaceman—electric	30 0	6 0
Furnaceman—other	26 0	3 0
Furnaceman's assistant	20 0	3 0
Press operator	25 0	3 0
Die attendant	25 0	3 0
Hexagon straightener	23 0	3 0
Draw bench operator	19 0	3 0
Pickler	19 0	3 0
Other machine operator	19 0	3 0
Hand straightener	17 0	3 0
Pointer	16 0	3 0
Die striker	15 0	3 0
Other employees with not less than three months' experience in this industry	6 0	3 0
All others	Nil	3 0

A. V. BARNS, J.P., Chairman.

J. W. RYAN, Secretary.

Melbourne, 6th December, 1949.



VICTORIA  
GOVERNMENT GAZETTE.

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FRIDAY, JANUARY 13.

[1950

Factories and Shops Acts.

DETERMINATION OF THE WATCH CASES 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 trade of manufacturing or preparing watch cases" has made the following Determination, namely:—

1. That as from the beginning of the first pay period to commence on or after the 19th December, 1949, 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.			
	Commencing Age—							Adjustable Rate.	Emergency Loading Non-adjustable.	Total Weekly Wage.	
	Adjustable Rate.			Emergency Loading Non-adjustable.	Total Weekly Wage.						
	Under 17 Years.	17 Years.	18 Years or Over.		Under 17 Years.	17 Years.	18 Years or Over.				
	<i>s. d.</i>	<i>s. d.</i>	<i>s. d.</i>	<i>s. d.</i>	<i>s. d.</i>	<i>s. d.</i>	<i>s. d.</i>	<i>s. d.</i>	<i>s. d.</i>	<i>s. d.</i>	
1st year's experience	24 6	31 0	34 6	0 9	25 3	31 9	35 3	1st year's experience	21 6	0 9	22 3
2nd " "	36 3	38 3	46 3	1 0	37 3	39 3	47 3	2nd " "	29 0	0 9	29 9
3rd " "	49 6	53 6	61 9	1 6	51 0	55 0	63 3	3rd " "	45 9	1 0	46 9
4th " "	67 3	67 3	..	2 0	69 3	69 3	..	4th " "	57 0	1 6	58 6
5th " "	85 9	..	..	2 6	88 3	..	..	5th " "	65 3	2 0	67 3
6th " "	99 0	..	..	3 0	102 0	..	..	Thereafter until reaching 21 years of age ..	..	..	..
7th " "	105 6	..	..	3 0	108 6	..	..		73 3	2 0	75 3

NOTE.—The rates prescribed above for apprentices or improvers shall apply only to such employees as are under 21 years of age.

PROPORTION (IN ANY PLACE).

*Apprentices.*

One apprentice to every one male worker receiving not less than the minimum wage.

An indenture of apprenticeship has been prescribed by the Board.

*Improvers.*

Such number of improvers as together with the number of apprentices does not exceed three to every adult worker receiving not less than the minimum wage.

## 3. OTHER EMPLOYEES.

## Wages per Week of 40 Hours.

	Within a Radius of 50 Miles of G.P.O., Melbourne.			All Other Parts of Victoria.		
	Adjustable Rate.	Emergency Loading Non- adjustable.	Total Weekly Wage.	Adjustable Rate.	Emergency Loading Non- adjustable.	Total Weekly Wage.
	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.
Adult males—						
First class watch case tradesman .. .. .	141 0	3 0	144 0	138 6	3 0	141 6
Second class watch case tradesman .. .. .	131 0	3 0	134 0	128 6	3 0	131 6
All others—						
(a) with less than 3 years' experience .. .. .	123 0	3 0	126 0	120 6	3 0	123 6
(b) with 3 years' experience or more .. .. .	131 0	3 0	134 0	128 6	3 0	131 6
Adult females—						
(a) if of less than 12 months' experience .. .. .	76 6	3 0	79 6	75 3	3 0	78 3
(b) if of 12 months' or more experience .. .. .	87 0	3 0	90 0	85 9	3 0	88 9

## LEADING HANDS.

Leading hands in charge of not less than three and not more than ten employees, 9s. per week extra; more than ten and not more than twenty employees, 18s. per week extra; more than twenty employees, 27s. per week extra.

## HOURS OF WORK.

## Day Workers.

4. (a) The ordinary hours of work shall be 40 per week to be worked in five days of not more than 8 hours (Monday to Friday inclusive) and one day (Saturday) of not more than 4 hours; or five days (Monday to Friday inclusive) of 8 hours each continuously except for meal breaks at the discretion of the employer between 7 a.m. and 5.30 p.m. on Monday to Friday inclusive, and 7 a.m. and noon on Saturday.

In localities where the recognized half-holiday is on a day other than Saturday the day so recognized may be substituted for Saturday for all the purposes of this Determination.

Provided that the spread of hours or the daily prescribed may be altered as to all or a section of the employees by mutual agreement between an employer and the representative of the union in that shop.

## Five-days Week.

(b) In any case in which the ordinary week's work of 40 hours can be performed in five days as aforesaid without—

- (i) detriment to the public interest;
- (ii) loss in the value of goods handled or to be handled;
- (iii) reducing the efficiency of production; or
- (iv) reducing the efficacy of the necessary service,

the employer shall allow those employees who so desire to do so to work their ordinary hours in five days as aforesaid. Any dispute as to whether the ordinary hours of work can in any case or cases be worked in five days without detriment, loss, or reduction as aforesaid shall be determined by the Wages Board upon application made by or on behalf of the employees. Upon such an application proof that the working of a five-days week will result in such detriment, loss, or reduction as aforesaid shall be upon the employer.

This sub-clause shall not apply to employees engaged on the maintenance and servicing of plant.

It is a condition of the allowing of a five-days week hereunder that if required employees shall comply with the reasonable and lawful orders of the employer as to working overtime, including the working of overtime on Saturday.

## OVERTIME.

5. (a) For all work done outside ordinary hours the rates of pay shall be time and a half for the first 4 hours and double time thereafter, such double time to continue until the completion of the overtime work. Provided that in the case of an apprentice or a junior, the rate for overtime shall be not less than the rate herein prescribed or 1s. 6d. per hour whichever is the higher.

Except as provided in this sub-clause or sub-clause (b) hereof in computing overtime each day's work shall stand alone.

## Rest Period After Overtime.

(b) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least 8 consecutive hours off duty between the work of successive days.

An employee (other than a casual employee) who works so much overtime between the termination of his ordinary work on one day and the commencement of his ordinary work on the next day that he has not at least 8 consecutive hours off duty between those times shall, subject to this sub-clause, be released after completion of such overtime until he has had 8 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If on the instructions of his employer such an employee resumes or continues work without having had such 8 consecutive hours off duty he shall be paid at double rates until he is released from duty for such period and he shall then be entitled to be absent until he has had 8 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

## Call Back.

(c) An employee recalled to work overtime after leaving his employer's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of three hours' work at the appropriate rate for each time he is so recalled; provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full three hours if the job he was recalled to perform is completed within a shorter period. This sub-clause shall not apply in cases where it is customary for an employee to return to his employer's premises to perform a specific job outside his ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

Overtime worked in the circumstances specified in this sub-clause shall not be regarded as overtime for the purposes of sub-clause (b) of this clause where the actual time worked is less than three hours on such recall or on each of such recalls.

## Saturday Work—Five-days Week.

(d) A day worker on a five-days week required to work overtime on a Saturday shall be afforded at least 3 hours work or paid for 3 hours at the appropriate rate except where such overtime is continuous with overtime commenced on the day previous.

## Standing By.

(e) Subject to any custom now prevailing under which an employee is required regularly to hold himself in readiness for a call back, an employee required to hold himself in readiness to work after ordinary hours shall until released be paid standing-by time at ordinary rates from the time from which he is so to hold himself in readiness. Provided that the existence of a custom shall not operate to relieve an employer from paying a refrigeration serviceman the rate herein prescribed.

*Meal Hours—General.*

(f) For work done during meal hours and thereafter until a meal hour break is allowed time and a half rates shall be paid. An employee shall not be compelled to work for more than 6 hours without a break for a meal.

*Meal Hours—Maintenance Employees.*

(g) Subject to the provisions of the second part of sub-clause (f) of this clause an employee employed as a regular maintenance man shall work during meal breaks at the ordinary rates herein prescribed whenever instructed to do so for the purpose of making good break-downs of plant or upon routine maintenance of plant which can only be done while such plant is idle.

*Crib Time.*

(h) An employee working overtime shall be allowed a crib time of 20 minutes without deduction of pay after each 4 hours of overtime worked if the employee continues work after such crib time.

Provided that where a day worker on a five-days week is required to work overtime on a Saturday the first prescribed crib time shall, if occurring between 10 a.m. and 1 p.m., be paid at ordinary rates.

Unless the period of overtime is less than one and a half hours an employee before starting overtime after working ordinary hours shall be allowed a meal break of 20 minutes which shall be paid for at ordinary rates. An employer and employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that the employer shall not be required to make any payment in respect of any time allowed in excess of 20 minutes.

*Tea Money.*

(i) An employee required to work overtime for more than 2 hours without being notified on the previous day or earlier that he will be so required to work shall either be supplied with a meal by the employer or paid 2s., and 1s 3d. for each subsequent meal, but such payment need not be made to employees living in the same locality as their workshops who can reasonably return home for meals.

Unless the employer advises an employee on the previous day or earlier that the amount of overtime to be worked will necessitate the partaking of a second or subsequent meal (as the case may be) the employer shall provide such second and/or subsequent meals or make payment in lieu thereof as above prescribed.

If an employee pursuant to notice has provided a meal or meals, and is not required to work overtime or is required to work less than the amount advised he shall be paid as above prescribed for meals which he has provided, but which are surplus.

*Transport of Employees.*

(j) When an employee, after having worked overtime, or a shift for which he has not been regularly rostered, finishes work at a time when reasonable means of transport are not available, the employer shall provide him with a conveyance to his home, or pay him his current wage for the time reasonably occupied in reaching his home.

*Compulsory Overtime.*

(k) An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.

**SHIFT WORK.***Definitions.*

6. (a) For the purposes of this clause—

“Afternoon shift” means any shift finishing after 6 p.m. and at or before midnight.

“Continuous work” means work carried on with consecutive shifts of men throughout the 24 hours of each of at least six consecutive days without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.

“Night shift” means any shift finishing subsequent to midnight, and at or before 8 a.m.

“Rostered shift” means a shift of which the employee concerned has had at least 48 hours’ notice.

*Hours—Continuous Work Shifts.*

(b) This sub-clause shall apply to shift workers on continuous work as hereinbefore defined.

The ordinary hours of such shift workers shall not exceed—

- (i) 8 in any one day; or
- (ii) 48 in any one week; or
- (iii) 88 in fourteen consecutive days; or
- (iv) 160 in 28 consecutive days.

Subject to the following conditions, such shift workers shall work at such times as the employer may require—

- (i) A shift shall consist of not more than 8 hours, inclusive of crib time.
- (ii) Except at the regular change-over of shifts, an employee shall not be required to work more than one shift in each 24 hours.
- (iii) Twenty minutes shall be allowed to shift workers each shift for crib, which shall be counted as time worked.

*Hours—Other than Continuous Work.*

(c) This sub-clause shall apply to shift workers not upon continuous work as hereinbefore defined. The ordinary hours of such shift workers shall not exceed—

- (i) 40 in any week, to be worked in five shifts of 8 hours on Monday to Friday inclusive, or five shifts of not more than 8 hours and one shift (Saturday) of not more than 4 hours; or
- (ii) 80 in fourteen consecutive days, in which case an employee shall not, without payment for overtime, be required to work more than 8 consecutive hours on any shift or more than six shifts in any week; or
- (iii) 120 in 21 consecutive days, in which case an employee shall not, without payment for overtime be required to work more than 8 consecutive hours on any shift or more than six shifts in any week.

Such ordinary hours shall be worked continuously except for meal breaks at the discretion of the employer. An employee shall not be required to work for more than 6 hours without a break for a meal.

Except at regular change-over of shifts, an employee shall not be required to work more than one shift in each 24 hours.

*Rosters.*

(d) Shift rosters shall specify the commencing and finishing times of ordinary working hours of the respective shifts.

*Variation by Agreement.*

(e) The method of working shifts may in any case be varied by agreement between the employer and the accredited representative of the union to suit the circumstances of the establishment.

The time of commencing and finishing shifts once having been determined may be varied by agreement between the employer and the accredited representative of the union to suit the circumstances of the establishment, or in the absence of agreement by seven days’ notice of alteration given by the employer to the employees.

*Afternoon or Night Shift Allowances.*

(f) Shift workers on continuous work whilst on afternoon or night shifts shall be paid 7½ per cent. more than the ordinary rates for such shifts.

Shift workers on other than continuous work whilst on afternoon or night shifts shall be paid 10 per cent. more than the ordinary rates for such shifts.

Shift workers who work on any afternoon or night shift which does not continue for at least five successive afternoons or nights in a five-day workshop or for at least six successive afternoons or nights in a six-day workshop shall be paid at the rate of time and a half.

An employee who—

- (i) during a period of engagement on shift works night shift only; or
  - (ii) remains on night shift for a longer period than four consecutive weeks; or
  - (iii) works on a night shift which does not rotate or alternate with another shift or with day work so as to give him at least one-third of his working time off night shift in each shift cycle,
- shall, during such engagement, period, or cycle, be paid at the rate of time and a quarter for all time worked during ordinary working hours on such night shifts.

(fi) The minimum rate to be paid to any shift worker for work performed between midnight on Friday and midnight on Saturday shall be time and a quarter. Such extra rate to be in substitution for and not cumulative upon the shift premiums prescribed in the first and second paragraphs of sub-clause (f) hereof.

*Overtime.*

(g) Shift workers for all time worked in excess of or outside the ordinary working hours prescribed by this Determination or on a shift other than a rostered shift shall—

- (i) if employed on continuous work be paid at the rate of double time; or
- (ii) if employed on other shift work at the rate of time and a half for the first 4 hours and double time thereafter, except in each case when the time is worked—
- (iii) by arrangement between the employees themselves;
- (iv) for the purpose of effecting the customary rotation of shifts; or
- (v) is due to the fact that the relief man does not come on duty at the proper time; or
- (vi) on a shift to which an employee is transferred on short notice as an alternative to standing the employee off in circumstances which would entitle the employer to deduct payment for a day in accordance with clause 7 (b) hereof.

Provided that when not less than 8 hours' notice has been given to the employer by the relief man that he will be absent from work and the employee whom he should relieve is not relieved the unrelieved employee shall be paid at the rate of time and a half for the first 4 hours on duty after he has finished his ordinary shift and at the rate of double time thereafter except where the employee is required to continue to work on his rostered day off when he shall be paid double time.

*Compulsory Overtime.*

(gi) An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.

*Sundays and Holidays.*

(h) Shift workers on continuous work shifts for work done on a rostered shift the major portion of which is performed on a Sunday or holiday shall be paid at the rate of time and a half.

Shift workers on other than continuous work for all time worked on a Sunday or holiday shall be paid at the rates prescribed by clause 8 of this Determination. Where shifts commence between 11 p.m. and midnight on a Sunday or holiday the time so worked before midnight shall not entitle the employee to the Sunday or holiday rate; provided that the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or holiday and extending into a Sunday or holiday shall be regarded as time worked on such Sunday or holiday.

*Junior and Female Employees.*

(i) Female shift workers, apprentices, or juniors whilst on afternoon or night shifts shall be paid not less than the rates hereinbefore prescribed or 1s. per shift whichever is the higher.

*CONTRACT OF EMPLOYMENT.*

*Weekly Employment.*

7. (a) Except as hereinafter provided employment shall be by the week. Any employee not specifically engaged as a casual employee shall be deemed to be employed by the week.

(b) Employment shall be terminated by a week's notice on either side given at any time during the week or by the payment or forfeiture of a week's wages as the case may be. This shall not affect the right of the employer to dismiss any employees without notice for malingering, inefficiency, neglect of duty, or misconduct, and in such cases the wages shall be paid up to the time of dismissal only or to deduct payment for any day the employee cannot be usefully employed because of any strike or through any breakdown in machinery or any stoppage of work by any cause for which the employer cannot reasonably be held responsible.

(c) An employee not attending for duty shall, except as provided by clause 9 hereof, lose his pay for the actual time of such non-attendance.

*Casual Employment.*

(d) A casual employee is one engaged and paid as such. A casual employee for working ordinary time shall be paid per hour one-fortieth of the weekly rate prescribed by this Determination for the work which he or she performs, plus 10 per cent.

*Late Comers.*

(e) Notwithstanding anything elsewhere contained in this Determination an employer may select and utilize for time-keeping purposes any fractional or decimal proportion of an hour (not exceeding a quarter of an hour) and may apply such proportion in the calculation of the working time of employees who without reasonable cause promptly communicated to the employer, report for duty after their appointed starting times or cease duty before their appointed finishing times.

An employer who adopts a proportion for the aforesaid purpose shall apply the same proportion for the calculation of overtime.

*HOLIDAYS AND SUNDAY WORK.*

8. (a) Employees shall be entitled to the following public holidays without loss of pay as regards employees on weekly hiring:—New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, King's Birthday, Labour Day, Anzac Day, Christmas Day and Boxing Day, or such other day as is generally observed in the locality as a substitute for any of the said days respectively. Provided that Christmas Day and Boxing Day shall for the year, 1949, be deemed to fall on the 26th and 27th days of December, 1949, respectively, and that New Year's Day for the year, 1950, shall be deemed to fall on the 2nd day of January, 1950. Any employer who has given to his employees notice under paragraph (i) of sub-clause (m) of clause 10 of this Determination of his intention to close down his plant or section or sections thereof for the purpose of allowing annual leave may alter the date of such intended closing down by substituting a date no more than two days earlier than the date of which notice was given upon giving at least one week's notice of such alteration.

By agreement between any employer and his employees other days may be substituted for the said days or any of them as to such employer's undertaking.

(b) An employee not engaged on continuous work shall be paid at the rate of double time for work done on Sundays and public holidays, such double time to continue until he is relieved from duty.

Provided that where employees are necessarily engaged in repairs to or renewals of their employer's plant and machinery necessary for resumption of work the next following working day or for maintaining the continuity of electric light and power (not including the installation of new machinery) work done on holidays shall be paid for at the rate of time and a half for the first 8 hours and double time thereafter.

(c) An employee, other than a casual employee, not engaged in continuous work who works on a Sunday or a public holiday and (except for meal breaks) immediately thereafter continues such work shall on being relieved from duty be entitled to be absent until he has had 8 consecutive hours off duty without deduction of pay for ordinary time of duty occurring during such absence.

(d) Employees, other than on shift or engaged in maintaining the continuity of electric light and power, required to work on Sundays or public holidays shall be paid for a minimum of 3 hours' work.

## SICK LEAVE.

9. (a) An employee on weekly hiring who is absent from his work on account of personal illness, or on account of injury by accident arising out of and in the course of his employment, shall be entitled to leave of absence, without deduction of pay, subject to the following conditions and limitations:—

- (i) He shall not be entitled to paid leave of absence for any period in respect of which he is entitled to workers' compensation.
- (ii) He shall, within 24 hours of the commencement of such absence, inform the employer of his inability to attend for duty and, as far as practicable, state the nature of the injury or illness and the estimated duration of the absence.
- (iii) He shall prove to the satisfaction of his employer (or in the event of dispute the Wages Board) that he was unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed.
- (iv) He shall not be entitled in any year (whether in the employ of one employer or of several) to leave in excess of 40 hours of working time.

For the purpose of administering paragraph (iv) of this sub-clause, an employer may, within one month of this Determination coming into operation or within two weeks of the employee entering his employment, require an employee to make a sworn declaration or other written statement as to what paid leave of absence he has had from any employer during the then current year; and upon such statement the employer shall be entitled to rely and act.

*Single Day Absences.*

(b) In the case of an employee who claims to be allowed paid sick leave in accordance with this clause for an absence of one day only such employee if in the year he has already been allowed paid sick leave on more than one occasion for one day only, shall not be entitled to payment for the day claimed unless he produces to the employer a certificate of a duly qualified medical practitioner that in his, the medical practitioner's, opinion the employee was unable to attend for duty on account of personal illness or on account of injury by accident. Nothing in this sub-clause shall limit the employer's rights under sub-clause (a) (iii) hereof.

*Cumulative Sick Leave.*

(c) Sick leave shall accumulate from year to year so that any balance of the period specified in sub-clause (a) (iv) of this clause which has in any year not been allowed to an employee by an employer as paid sick leave may be claimed by the employee and subject to the conditions hereinbefore prescribed shall be allowed by that employer in a subsequent year without diminution of the sick leave prescribed in respect of that year. Provided that sick leave which accumulates pursuant to this sub-clause shall be available to the employee for a period of two years, but for no longer from the end of the year in which it accrues.

(cc) Rights accrued under sub-clause (c) hereof prior to the 1st day of January, 1948, shall be preserved except that the total number of hours so accrued and not taken prior to the 1st day of January, 1948, shall be reduced by 1/11 of such total the result to be calculated to the nearest hour.

*Attendance at Hospital, &c.*

(d) Notwithstanding anything contained in sub-clause (a) hereof an employee suffering injury through an accident arising out of and in the course of his employment (not being an injury in respect of which he is entitled to workers' compensation) necessitating his attendance during working hours on a doctor, chemist, or trained nurse, or at a hospital, shall not suffer any deduction from his pay for the time (not exceeding 4 hours) so occupied on the day of the accident, and shall be reimbursed by the employer all expenses reasonably incurred in connexion with such attendance.

## ANNUAL LEAVE.

*Period of Leave.*

10 (a) A period of fourteen consecutive days' leave shall be allowed annually to an employee after twelve months' continuous service (less the period of annual leave) as an employee on weekly hiring in any one or more of the occupations to which this Determination applies.

*Seven-day Shift Workers.*

(b) In addition to the leave hereinbefore prescribed seven-day shift workers, that is, shift workers who are rostered to work regularly on Sundays and holidays shall be allowed seven consecutive days' leave including non-working days.

Where an employee with twelve months' continuous service is engaged for part of the twelve-monthly period as a seven-day shift worker, he shall be entitled to have the period of fourteen consecutive days' annual leave prescribed in sub-clause (a) hereof increased by half a day for each month he is continuously engaged as aforesaid.

*Annual Leave Exclusive of Public Holidays.*

(c) Subject to this sub-clause the annual leave prescribed by this clause shall be exclusive of any of the holidays prescribed by clause 8 of this Determination, and if any such holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day, there shall be added to the period of annual leave time equivalent to the ordinary time which the employee would have worked if such day had not been a holiday.

Where a holiday falls as aforesaid and the employee fails without reasonable cause proof whereof shall be upon him to attend for work at his ordinary starting time on the working day immediately following the last day of the period of his annual leave he shall not be entitled to be paid for any such holiday.

*Broken Leave.*

(d) The annual leave shall be given and taken in a continuous period or, if the employee and the employer so agree, in two separate periods and not otherwise.

*Calculation of Continuous Service.*

(e) For the purposes of this clause service shall be deemed to be continuous notwithstanding—

- (i) any interruption or termination of the employment by the employer if such interruption or termination has been made merely with the intention of avoiding obligations hereunder in respect of leave of absence;
- (ii) any absence from work on account of personal sickness or accident or on account of leave lawfully granted by the employer; or
- (iii) any absence with reasonable cause proof whereof shall be upon the employee.

In cases of personal sickness or accident or absence with reasonable cause the employee to become entitled to the benefit of this sub-clause shall inform the employer in writing if practicable within 24 hours of the commencement of such absence of his inability to attend for duty and as far as practicable the nature of the illness injury or cause and the estimated duration of his absence. A notification given by an employee pursuant to clause 9 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 a memo to him personally or by posting it to his last recorded address, in which case it shall be deemed to have reached him in due course of post.

In calculating the period of twelve months' continuous service any such absence as aforesaid shall not, except to the extent of not more than fourteen days in a twelve-monthly period in the case of sickness or accident, be taken into account in calculating the period of twelve months' continuous service.

*Calculation of Service.*

(f) Service before the date of operation of this Determination shall be taken into consideration for the purpose of calculating annual leave, but an employee shall not be entitled to leave or payment in lieu thereof for any period in respect of which leave or a payment in lieu thereof has been allowed or made under the clause hereby revoked. Provided, however, that in respect of service before the 1st January, 1946, the annual leave shall be allowed at the rate of  $3\frac{1}{2}$  hours for each completed one month of continuous service and in respect of service after that date at the rate of  $6\frac{1}{2}$  hours for each completed one month of continuous service. Any broken part of a month served before the 1st January, 1946, shall for the purposes of this clause be deemed to be service after the 1st January, 1946. The period of annual leave to be allowed under this sub-clause shall be calculated to the nearest day any broken part of a day in the result not exceeding half a day to be disregarded.

Where the employer is a successor or assignee or transferee of a business if an employee was in the employment of the employer's predecessor at the time when he became such successor or assignee or transferee the employee in respect of the period during which he was in the service of the predecessor shall for the purpose of this clause be deemed to be in the service of the employer.

*Calculation of Month.*

(g) For the purpose of this clause a month shall be reckoned as commencing with the beginning of the first day of the employment or period of employment in question and as ending at the beginning of the day which in the latest month in question has the same date number as that which the commencing day had in its month and if there be no such day in such subsequent month shall be reckoned as ending at the end of such subsequent month.

*Leave to be Taken.*

(h) The annual leave provided for by this clause shall be allowed and shall be taken and except as provided by sub-clauses (l) and (m) hereof payment shall not be made or accepted in lieu of annual leave.

*Time of Taking Leave.*

(i) Annual leave shall be given at a time fixed by the employer within a period not exceeding six months from the date when the right to annual leave accrued and after not less than two weeks' notice to the employee.

*Leave Allowed Before Due Date.*

(j) An employer may allow annual leave to an employee before the right thereto has accrued due, but where leave is taken in such a case a further period of annual leave shall not commence to accrue until after the expiration of the twelve months in respect of which annual leave had been taken before it accrued.

Where leave has been granted to an employee pursuant to this sub-clause before the right thereto has accrued due and the employee subsequently leaves or is discharged from the service of the employer before completing the twelve months' continuous service in respect of which the leave was granted the employer may for each one complete month of the qualifying period of twelve months not served by the employee deduct from whatever remuneration is payable upon the termination of the employment one-twelfth of the amount of wage paid on account of the annual leave, which amount shall not include any sums paid for any of the holidays proscribed by clause 8 of this Determination.

*Payment for Period of Leave.*

(k) Each employee before going on leave shall be paid two week's wages, except a shift worker or an employee taking his leave pursuant to sub-clause (d) of this clause either of whom shall be paid the amount of wage he would have received in respect of the ordinary time which he would have worked had he not been on leave during the relevant periods. For the purposes of this sub-clause and sub-clause (l) hereof, wages shall be at the rate prescribed by clauses 2 and 3 of this Determination for the occupation in which the employee was ordinarily employed immediately prior to the commencement of his leave or the termination of his employment, as the case may be. Payment in the case of employees employed on piece or bonus work or any other system of payment by results shall be at time rates.

*Proportionate Leave on Dismissal.*

(l) If after one month's continuous service in any qualifying twelve-monthly period an employee lawfully leaves his employment or his employment is terminated by the employer through no fault of the employee the employee shall be paid at his ordinary rate of wage for  $3\frac{1}{2}$  hours in respect of each completed one month of continuous service before the 1st January, 1946, and for  $6\frac{1}{2}$  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.

*MIXED FUNCTIONS.*

11. An employee engaged for more than half of one day or shift on duties carrying a higher rate than his ordinary classification shall be paid the higher rate for such day or shift. If for less than half of one day or shift he shall be paid the higher rate for the time so worked.

*PAYMENT OF WAGES.*

12. (a) Wages shall be paid weekly or fortnightly.

(b) On the first pay day occurring during his employment, an employee shall be paid whatever wages are due to him up to the completion of his work on the previous day: Provided that this sub-clause shall not apply to employees of electric supply undertakings nor to employers who make a practice of allowing advances to employees approximating wages due.

(c) Upon termination of the employment wages due to an employee shall be paid to him on the day of such termination, or forwarded to him by post on the next working day.

(d) An employee kept waiting for his wages on pay day for more than a quarter of an hour after the usual time for ceasing work, shall be paid at overtime rates after that quarter hour, with a minimum of a quarter of an hour.

(e) On or prior to pay day, the employer shall state to each employee in writing the amount of wages to which he is entitled, the amount of deductions made therefrom, and the net amount being paid to him.



MISCELLANEOUS.

Accommodation and Conveniences.

Boiling Water.

13. (a) (i) Employers shall provide boiling water for employees at meal times.

Drinking Water.

(ii) Employers shall provide for the use of employees in workshops a sufficient supply of wholesome cool drinking water from bubble taps or other suitable drinking fountains.

First-aid Outfit.

(iii) In each workshop, and at other places where employees are regularly employed, the employer shall provide and continuously maintain, at a place or places reasonably accessible to all employees, an efficient first-aid outfit.

Clause 8 of Chapter 9 of the Regulations under the *Factories and Shops Act 1928* requires that a first-aid ambulance chest shall be kept in some accessible place upon the premises and that such chest shall be equipped and supplied with the following articles:—

Articles.	Quantities to be kept in Ambulance Chest:—
Antiseptic solution .. .. .	1 bottle
Bandages, cotton and gauze .. .. .	1 dozen assorted sizes
Castor oil .. .. .	2 oz.
Iodine, tincture of .. .. .	2 oz.
Manual, first-aid .. .. .	1
Petrolatum, carbolized .. .. .	1 jar
Picric acid solution, made according to the following recipe or prescription:— 1½ teaspoonsful of powdered picric acid, 3 oz. of absolute alcohol, and 2 pints of distilled water .. .. .	1 pint
Pins, safety .. .. .	1 packet
Sal volatile .. .. .	6 oz.
Scissors .. .. .	1 pair
Tourniquet .. .. .	1
Tweezers .. .. .	1 pair
Cotton, absorbent .. .. .	} An adequate assortment
Gauze, sterilized, plain .. .. .	
Lint, absorbent .. .. .	
Plaster, adhesive .. .. .	

Lockers.

(iv) An employer shall at some reasonably convenient place on his premises provide a suitable locker for each employee in his workshop, or hanging facilities which afford reasonable protection for employees' clothes. In any case in which compliance with this paragraph necessitates the provision of lockers or new or improved hanging facilities, they shall be provided by the 1st July, 1946, unless the employer proves to the satisfaction of the Wages Board that he is unable by reason of shortage of material or labour or any other difficulties to provide such new or improved facilities, in which case their provision may be postponed for such period or periods as the Wages Board determines.

Showers.

(v) Employers shall provide for all workmen employed in foundries hot and cold shower baths, which shall be situated away from lavatories.

Washing and Sanitary Conveniences.

(vi) Employers shall provide proper and sufficient washing and sanitary conveniences.

Tools.

(b) Until further order the employer shall provide for each employee such tools as were customarily provided at the time of the making of this Determination. The employee shall replace or pay for any tools so provided if lost through his negligence.

Females—Rest Period and Seats.

(c) Female employees shall be allowed a rest period of not less than 10 minutes during each day or shift, to be taken during the first or second half of the day or shift as may be decided by a majority of the female employees in a shop.

When requested by employees and where practicable suitable seats shall be provided by the employer for female employees.

SHOP STEWARDS.

14. An employee appointed shop steward in the shop or department in which he is employed, shall, upon notification thereof to his employer, be recognized as the accredited representative of the union to which he belongs, and he shall be allowed the necessary time during working hours to interview the employer or his representative on matters affecting employees whom he represents.

RIGHT OF ENTRY OF UNION OFFICIALS.

15. (a) For the purpose of interviewing employees on legitimate union business, a duly accredited union representative shall have the right to enter employers' premises during the midday meal break on the following conditions:—

- (i) That he produces his authority to the gatekeeper or such other person as may be appointed by the employer;
- (ii) That he interviews employees only at places where they are taking their meal;
- (iii) That not more than one representative of each of not more than three unions be on the premises at any one time;
- (iv) That no one representative visit the premises more than once in each week;
- (v) That if any employer alleges that a representative is unduly interfering with his work or is creating dissatisfaction amongst his employees, or is offensive in his methods, or is committing a breach of any of the previous conditions, such employer may refuse the right of entry, but the representative shall have the right to bring such refusal before the Wages Board.

Provided that where certain employees are working under a system of shift work which precludes a representative from interviewing them during the midday meal break, the representative shall have the right to enter the employer's premises for the purpose of interviewing such employees at such time and under such conditions as to notice as may be mutually arranged by the representative and the employer or, failing agreement at such times, and under such conditions as the Wages Board may decide.

(b) For the purpose of investigating complaints concerning the application of this Determination, or the employment of females upon work which is alleged to be unsuitable for females, a duly accredited union representative shall be afforded reasonable facilities for entering an employer's workshop or plant during working hours, subject to the following conditions:—

- (i) That he discloses to the employer or his representative the complaint which he desires to investigate;
- (ii) That he makes his investigations in the presence of the employer or his representative (if the employer so desires);
- (iii) That he does not interfere with work proceeding in the workshop or plant;
- (iv) That he conducts himself properly.

(c) A union representative shall be a duly accredited representative of an organization concerned if he be the holder for the time being of a certificate, signed by the general secretary of that organization and bearing the seal of that organization, in the following form, or in a form not materially differing therefrom :—

(Name of organization.)

THIS IS TO CERTIFY THAT  
above-named organization.

is a duly accredited representative of the  
General Secretary.

(SEAL.)

Date—

Specimen signature of holder.  
Strictly not transferable.

TIME AND WAGES BOOK.

16. (a) Each employer shall keep a record from which can be readily ascertained the name of each employee and his occupation, the hours worked each day, and the wages and allowances paid each week.
- (b) The time occupied by an employee in filling in any time record or cards or in the making of records shall be treated as time of duty, but this does not apply to checking in or out when entering or leaving the employer's premises.
- (c) The time and wages record shall be open for inspection to a duly accredited union official during the usual office hours at the employer's office or other convenient place. Provided that an inspection shall not be demanded unless the secretary of the union or the district secretary or organizer of any division suspects that a breach of the Determination has been committed. Provided also that only one demand for such inspection shall be made in one fortnight at the same establishment.
- (d) The official making such inspection shall be entitled to take a copy of entries in a time and wages record relating to the suspected breach of the Determination.

NOTICE BOARD.

17. The employer shall permit a notice board of reasonable dimensions to be erected in a prominent position in his establishment, upon which accredited union representatives shall be permitted to post formal union notices, signed or countersigned by the representative posting same.
- Any notice posted on such board not so signed or countersigned may be removed by an accredited union representative or by the employer.

DEFINITIONS.

18. (a) "First Class Watch Case Tradesman" means an employee working at a bench and engaged in making complete cases which require hinges, and making by hand and fitting any special loop attachments.
- (b) "Second Class Watch Case Tradesman" means an employee working at a bench engaged in assembling cases, but not being required to make loops by hand, hinge cases, or make and fit any special hand-made attachments.
- (c) "Experience" means work done in the trade of watch-case making for any employer whether as an adult worker, apprentice, or improver.

PERIODICAL ADJUSTMENT OF WAGES.

19. The wages rates for males set out in clause 3 are based upon the following basic wage, and pursuant to and in accordance with the provisions of Section 21 of the *Factories and Shops Act 1934*, the Board hereby determines that such rate shall be automatically increased or decreased by the same amount and at the same time as such basic wage. The wages of apprentices and improvers and all females 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.

The basic wage shown hereunder shall be adjusted as prescribed in clause 20.

BASIC WAGE.

Place.	Needs Basic Wage Adjustable.	Loading Constant.	Total Basic Wage.	Index Number Set Assigned.
Throughout the State .. .. .	6 4 0	6 0	6 10 0	Melbourne

ADJUSTMENT OF BASIC WAGE.

20. (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, 1950, the amounts of the Basic Wage shall be as prescribed in clause 19.
- (c) During each future successive period beginning with the first pay period to commence in a February, a May, an August, or a November, the amount of the needs basic wage shall be adjusted by the following method, namely, by multiplying the last published Commonwealth Statistician's "all items" retail price index number by the factor .087 taken to one place of decimals, the resultant whole number being the amount of the basic wage expressed in shillings, but should the decimal number reach .5 or more the basic wage shall be taken to the next higher shilling.

A. V. BARNS, J.P., Chairman.  
J. W. RYAN, Secretary.

Melbourne, 7th December, 1949.



# VICTORIA GOVERNMENT GAZETTE.

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[1950

Factories and Shops Acts.

## DETERMINATION OF THE IRONMOULDERS BOARD.

NOTES.—A. This Determination applies to the whole of the State of Victoria.

B. (a) Section 168 of the *Factories and Shops Act* 1928 (No. 3677) extends the powers of this Board to "Steel moulding."

(b) The following trades were proclaimed on 13th January, 1932, as apprenticeship trades under the *Apprenticeship Act* 1928 for the Metropolitan Districts:—Jobbing Moulding and Coremaking, Jobbing Brass Moulding and Coremaking.

Full particulars of the apprenticeship regulations for these trades may be obtained on application to the Secretary, Apprenticeship Commission, Russell-street, Melbourne, C.1. (Price 3d.)

IN accordance with the provisions of the *Factories and Shops Acts*, the Wages Board appointed to "determine the lowest prices or rates of payment which may be paid to any person or persons or classes of persons (other than moulders employed in moulding metal bedsteads) employed in the process, trade, or business of an ironmoulder," has made the following Determination, namely:—

1. That as from the beginning of the first pay period to commence on or after the 19th December, 1949, the last previous Determination of this Board shall be revoked and replaced by this Determination.

2.

Adults.	Per Week of 40 Hours.		
	Within 20 Miles of G.P.O., Melbourne; 10 Miles of G.P.O., Geelong; at Warrnambool and within Mildura and Gippsland Districts.	At Yallourn.	All other Parts of Victoria.
WAGES.	£ s. d.	£ s. d.	£ s. d.
<i>Pipe Moulders making Pipes (other than Steam and Hydraulic Pipes) on a Bank or Cast Vertically—</i>			
Bank pipe moulder—			
5 and 6 inch, headman .. .. .	8 18 6	9 5 0	8 15 6
5 and 6 inch, footman .. .. .	8 10 0	8 16 6	8 7 0
4 inch and under, headman .. .. .	8 13 0	8 19 6	8 10 0
4 inch and under, footman .. .. .	8 3 0	8 9 6	8 0 0
Vertical pipe moulders—			
Rammer, coremaker, corer, or caster .. .. .	8 0 6	8 7 0	7 17 6
Dresser of pipes, including dresser on emery wheels .. .. .	8 0 0	8 6 6	7 17 0

Adults.	Per Week of 40 Hours.		
	Within 20 Miles of G.P.O. Melbourne; 10 Miles of G.P.O., Geelong; at Warrnambool, and within Mildura and Gippsland Districts.	At Yallourn.	Other Parts of Victoria.
	£ s. d.	£ s. d.	£ s. d.
<i>Persons Employed in making Pipes by Machinery—</i>			
Coremakers—			
5 and 6 inch, faucet .. .. .	8 14 0	9 0 6	8 11 0
5 and 6 inch, spigot .. .. .	8 3 0	8 9 6	8 0 0
4 inch and under, faucet .. .. .	8 7 0	8 13 6	8 4 0
4 inch and under, spigot .. .. .	7 19 0	8 5 6	7 16 0
Finishers and casters—			
5 and 6 inch .. .. .	8 14 0	9 0 6	8 11 0
4 inch and under .. .. .	8 7 0	8 13 6	8 4 0
<i>Metal Moulding.</i>			
Jobbing moulder and/or coremaker .. .. .	9 2 0	9 8 6	8 19 0
Plate and machine moulder and/or coremaker—			
1st six months' experience .. .. .	7 18 0	8 4 6	7 15 0
2nd six months' experience .. .. .	8 1 0	8 7 6	7 18 0
3rd six months' experience .. .. .	8 4 0	8 10 6	8 1 0
Thereafter .. .. .	8 9 0	8 15 6	8 6 0
Dresser and grinder (when using portable machine) .. .. .	8 2 0	8 8 6	7 19 0
Dresser and grinder (other) .. .. .	8 0 0	8 6 6	7 17 0
Furnaceman—cupola .. .. .	8 7 0	8 13 6	8 4 0
Furnaceman—electric .. .. .	8 6 0	8 12 6	8 3 0
Furnaceman—other .. .. .	8 4 0	8 10 6	8 1 0
Assistant furnaceman .. .. .	7 18 0	8 4 6	7 15 0
Loader and unloader of annealing furnace .. .. .	7 18 0	8 4 6	7 15 0
Dresser, shot blast and sand blast—			
(a) who operates from outside a properly enclosed cabin .. .. .	7 18 0	8 4 6	7 15 0
(b) other .. .. .	8 8 0	8 14 6	8 5 0
*Employee directly assisting an employee whose margin above the basic wage is 25s. or more .. .. .	7 18 0	8 4 6	7 15 0

(Experience for the purpose of calculating the rates payable to plate and machine moulders and/or coremakers shall include all experience as a moulder or coremaker, jobbing or machine, as the case may be, whether as a junior or an adult.)

\*Upon its true construction this classification applies to employees in foundries employed:—

- (i) mixing of facing or core sand in sand mills or mixing machines and all riddling of sand except as provided under the heading of "Moulders' Assistants";
- (ii) wheeling sand to moulders or core shop;
- (iii) conveying metal either by hand runway or wheel bogie to moulders;
- (iv) removing castings, runners, risers, scrap or pig;
- (v) knocking out boxes and castings;
- (vi) knocking off runners;
- (vii) returning sand to moulders; and
- (viii) cleaning up.

*Leading Hands.*

Leading hands in charge of not less than three and not more than ten employees, 0s. per week extra; more than ten and not more than twenty employees, 18s. per week extra; more than twenty employees, 27s. per week, extra.

3.

**APPRENTICESHIP**

(other than those covered by the Apprenticeship Commission).

*Apprenticeship Trades.*

(a) An employer shall not employ minors in the following trade or occupation otherwise than under a contract of apprenticeship as hereunder provided:—Moulder and/or coremaker—Jobbing.

*Period of Apprenticeship.*

(b) If the apprentice when indentured is under the age of seventeen years—five years; if over the age of seventeen years—four or five years, at the option of the contracting parties.

*Contract of Apprenticeship.*

(c) Every contract of apprenticeship hereinafter made shall contain—

- (i) the names of the parties;
- (ii) the date of birth of the apprentice;
- (iii) statement of the trade or trades to which the apprentice is to be bound and which he is to be taught during the course and for the purpose of the apprenticeship.
- (iv) a covenant by the master to teach and instruct or cause the apprentice to be taught or instructed in the trade to which the apprentice is bound;
- (v) the date at which the apprenticeship is to commence or from which it is to be calculated;
- (vi) all other conditions of apprenticeship.

*Cancellation or Suspension of Indenture.*

(d) Subject to the approval of the Secretary for Labour, but not otherwise, an indenture of apprenticeship may be suspended or cancelled—

- (i) by mutual consent;
- (ii) if, through lack of orders or financial difficulties, an employer is unable to find suitable employment for an apprentice and a transfer to another employer cannot be arranged;
- (iii) if, in the opinion of the Secretary for Labour, circumstances exist which render such suspension or cancellation necessary or desirable.

Any covenant in an indenture inconsistent with the provisions of this clause shall be null and void and of no force or effect while this Determination remains in force and applies to the parties to the indenture.

*Proportion.*

(e) The proportion of apprentices who may be taken by an employer shall, except as hereinafter prescribed, be one apprentice to every three, or fraction of three, tradesmen in the trade concerned.

The exceptions are: Jobbing moulder and/or coremaker—one apprentice for every two, or fraction of two, tradesmen in the trade concerned.

For the purpose of ascertaining the number of apprentices, the number of tradesmen shall be deemed to be the average number working during the immediately preceding six months, and, in ascertaining such proportion, an employer actually working in any workshop shall be deemed to be a tradesman.

A person who is for a term not exceeding two years taking practical training in a workshop in continuance of a course of training for professional work shall not be taken into account in calculating the proportion of apprentices to journeymen.

*Adult Apprentices.*

(f) Any apprentice who cannot complete his full term of apprenticeship before reaching his twenty-second birthday may, by agreement with his master, serve as an apprentice until he reaches the age of 23 years

*Probationary Period.*

(g) Minors may be taken on probation for three months and, if apprenticed, such three months shall count as part of their period of apprenticeship. An employer shall, within fourteen days of employing a probationer, notify the appropriate apprenticeship authorities of the employment of such probationer to any of the trades mentioned herein.

*Wages.*

(h) The minimum weekly rates of wage for apprentices shall be the under-mentioned percentages of the contemporaneous needs basic wage prescribed for the area in which they are employed, and in addition thereto the constant and war loadings specified and in all contracts of apprenticeship hereafter made the employer shall covenant to pay wages of not less than such rates.

## WAGES PER WEEK OF 40 HOURS.

	Percentage of Needs Basic Wage.	Constant Loading.	War Loading.	Total Wage Payable—		
				Within 20 Miles of G.P.O., Melbourne; 10 Miles of G.P.O., Geelong; at Warrnambool, and within Mildura and Gippsland Districts.	At Yallourn.	All Other Parts of Victoria.
<i>Four and Five-year Terms.</i>						
	Per Week.	Per Week.	Per Week.	£ s. d.	£ s. d.	£ s. d.
1st year .. .. .	29	..	0 9	1 16 6	1 18 6	1 16 0
2nd year .. .. .	40	1 0	1 0	2 11 6	2 14 0	2 10 6
3rd year .. .. .	53	1 6	1 6	3 8 6	3 12 0	3 7 0
4th year .. .. .	84	2 0	2 3	5 8 6	5 14 0	5 6 0
5th year .. .. .	100 plus 7s.	2 0	3 0	6 16 0	7 2 6	6 13 0
<i>Four-year Terms—Apprentices commencing after the Age of 17 Years.</i>						
1st year .. .. .	33	..	0 9	2 1 6	2 4 0	2 1 0
2nd year .. .. .	53	1 0	1 6	3 8 0	3 11 6	3 6 6
3rd year .. .. .	84	2 0	2 3	5 8 6	5 14 0	5 6 0
4th year .. .. .	100 plus 7s.	2 0	3 0	6 16 0	7 2 6	6 13 0

An employee who is under 21 years of age on the expiration of his apprenticeship, and thereafter works as a minor in the occupation to which he has been apprenticed, shall be paid at not less than the adult rate prescribed for that classification.

*Hours.*

(i) The ordinary hours of employment of apprentices shall not in each workshop exceed those of the journeymen.

*Overtime and Shift Work.*

(j) No apprentice under the age of 18 years shall be required to work overtime or shift work unless he so desires.

No apprentice shall except in an emergency work or be required to work overtime or shift work at times which would prevent his attendance at technical school as required by any statute, determination or regulation applicable to him.

*Payment by Results.*

(k) An apprentice shall not work under any system of payment by results.

*Lost Time.*

(l) The apprentice at the end of the calendar period of any year in which he has actually given service to the master upon less than the ordinary working days prescribed in this Determination, or on which he has unlawfully absented himself without the master's consent, shall, for every day short of the said number of working days, and for every day of such absence, serve one day, and the calendar period of the succeeding year of his service shall not be deemed to begin until the said additional day or days shall have been served: Provided that in calculating the extra time to be so served the apprentice shall be credited with time which he has worked during the relevant year in excess of his ordinary hours.

*Prohibition of Premiums.*

(m) An employer shall not, either directly or indirectly, or by any pretence or device, receive from any person or require or permit any person to pay or give any consideration in the nature of a premium or bonus for the taking or binding of any probationer or apprentice.

*Attendance at Technical Schools.*

(n) Apprentices attending technical colleges or schools and presenting reports of satisfactory conduct shall be reimbursed all fees paid by them.

*Annual and Sick Leave.*

(o) Apprentices shall be entitled to sick and annual leave in accordance with the provisions of clauses 15 and 16 hereof respectively.

## FEMALES AND UNAPPRENTICED MALE JUNIORS.

4. (a) Subject to the exceptions hereinafter provided, the minimum rates of wages for adult and junior females and for unapprenticed male juniors employed in occupations for which apprenticeship is not provided by this Determination shall be the under-mentioned:—

## WAGES PER WEEK OF 40 HOURS.

	Percentage of Needs Basic Wage.	Constant Loading.	War Loading.	Additional Amount.	Total Wage Payable—		
					Within 20 Miles of G.P.O., Melbourne; 10 Miles of G.P.O., Geelong; at Warrambool, and Gippsland Districts.	At Yallourn.	All Other Parts of Victoria.
		<i>s. d.</i>	<i>s. d.</i>	<i>s. d.</i>	<i>£ s. d.</i>	<i>£ s. d.</i>	<i>£ s. d.</i>
<i>I.—Adult Females.</i>							
Under three months' experience .. .. .	65	3 0	..	6 0	4 9 6	4 14 0	4 7 6
All others .. .. .	75	3 0	..	7 0	5 3 0	5 8 0	5 0 6
<i>II.—Junior Females.</i>							
17 years of age and under .. .. .	40	1 0	..	3 6	2 14 0	2 16 6	2 13 0
18 years of age .. .. .	47½	1 3	..	4 0	3 4 0	3 7 0	3 2 6
19 years of age .. .. .	55	1 6	..	4 6	3 14 0	3 18 0	3 12 6
20 years of age .. .. .	62½	2 0	..	5 0	4 4 6	4 8 6	4 2 6
<i>III.—Junior Males.</i>							
Under 16 years of age .. .. .	25	0 6	1 0	2 0	1 14 6	1 16 0	1 13 6
16 years of age .. .. .	33	0 9	1 9	2 6	2 6 0	2 8 0	2 5 0
17 years of age .. .. .	60	1 0	3 0	5 0	4 3 6	4 7 6	4 1 6
18 years of age .. .. .	75	2 0	4 0	6 0	5 5 0	5 10 0	5 2 6
19 years of age and over .. .. .	90	2 6	4 6	7 0	6 5 6	6 11 6	6 3 0

Provided that the rate payable to any employee shall not, excluding the constant loading, be less than 20s.

The total wage shall be calculated to the nearest sixpence, any broken part of sixpence in the result not exceeding threepence to be disregarded.

A junior employee of eighteen years or more shall be paid 3s. per week in addition to the rates prescribed herein while he is employed as a furnaceman or assistant to a furnaceman.

(b) Except in the case of employees in foundries, the minimum rate payable to a junior female of any age or a junior male of eighteen years or more each with less than six months' experience under this Determination shall, until he or she has had six months' experience, be 10 per cent. less than the amount represented by the percentage of the needs basic wage hereby prescribed for a junior employee of his or her age and in addition thereto the constant loading specified for such an employee:

Provided that this sub-clause shall not operate to reduce the rates paid to any female employee as from the beginning of the first pay period to commence in August, 1942.

(c) Junior employees employed on the following machines or operations shall be paid at not less than the appropriate adult minimum rates:—

- (i) Assisting steel furnace ladleman, other than in daubing or repairing ladles.
- (ii) Breaking up pig iron.

(d) Junior employees shall not be employed—  
if under 18 years as furnacemen or assistants to furnacemen.

## SPECIAL RATES.

5. In addition to the wages prescribed in clauses 2, 3, and 4 hereof, the following special rates and allowances shall be paid to employees, including apprentices and unapprenticed juniors:—

*Wet Places.*

(a) An employee working in any place where his clothing or boots become saturated, whether by water, oil, or otherwise, shall be paid 2d. per hour extra: Provided that this extra rate shall not be payable to an employee who is provided by the employer with suitable and effective protective clothing and/or footwear: And provided further that any employee who becomes entitled to this extra rate shall be paid such extra rate for such part of the day or shift as he is required to work in wet clothing or boots.

*Hot Places.*

(b) Working for more than one hour in the shade in places where the temperature is raised by artificial means to between 115 and 130 degrees Fahrenheit, 1½d. per hour extra; in places where the temperature exceeds 130 degrees Fahrenheit, 3d. per hour extra. Where work continues for more than two hours in temperature exceeding 130 degrees Fahrenheit, employees shall also be entitled to twenty minutes' rest after every two hours' work without deduction of pay. The temperature shall be decided by the foreman of the work after consultation with the employees who claim the extra rate.

*Special Rates not Cumulative.*

(c) Where more than one of the disabilities entitling a workman to extra rates exist on the same job the employer shall be bound to pay only one rate, namely, the highest for the disabilities so prevailing.

*Rates not Subject to Penalty Additions.*

(d) The special rates herein prescribed shall be paid irrespective of the times at which the work is performed, and shall not be subject to any premium or penalty additions.

## TRAVELLING AND BOARD.

6. (a) An employee who on any day or from day to day is required to work at a job away from his accustomed workshop or depot shall at the direction of his employer present himself for work at such job at the usual starting time; but for all time reasonably spent in reaching and returning from such job (in excess of the time normally spent in travelling from his home to such workshop or depot and returning) he shall be paid travelling time, and also any fares reasonably incurred in excess of those normally incurred in travelling between his home and such workshop or depot.

An employee who with the approval of his employer uses his own means of transport for travelling to or from outside jobs shall be paid the amount of excess fares which he would have incurred in using public transport unless he has an arrangement with his employer for a regular allowance.

*(b) An employee—*

- (i) engaged in one locality to work in another : or
- (ii) sent from his usual locality to another for employment which can reasonably be regarded as permanent, involving a change of residence, shall be paid travelling time whilst necessarily travelling between such localities, and, for a period not exceeding three months, expenses.

(c) An employee sent from his usual locality to another (in circumstances other than those prescribed in sub-clause (b) hereof) and required to remain away from his usual place of abode shall be paid travelling time whilst necessarily travelling between such localities, and expenses whilst so absent from his usual locality.

(d) The rate of pay for travelling time shall be ordinary rates, except on Sundays and holidays, when it shall be time and a half.

(e) The maximum travelling time to be paid for shall be twelve hours out of every twenty-four hours, or when sleeping berth is provided by the employer for all-night travel, eight hours out of every twenty-four.

*(f) "Expenses" for the purpose of this clause means:—*

- (i) All fares reasonably incurred.

For boat travel the fares allowed shall be first-class on coastal boats, and on interstate boats where there is no second-class as distinct from steerage; and for rail travel, second-class, except where all-night travelling is involved, when they shall be first-class, with sleeping berth where available.

- (ii) Reasonable expenses incurred whilst travelling, including 2s. 6d. for each meal taken.
- (iii) A reasonable allowance to cover the cost incurred for board and lodging.

(g) A camping allowance of 3s. per day for every day, including Sunday, shall be paid to employees engaged on country jobs at places where ordinary board and residence is not obtainable and camping in tents, cubicles or other temporary shelter is necessary; Provided that where cooked meals are procurable by the employee at a mess established by the employer, the amount of such country allowance shall be 9d. per day for every day, including Sunday.

(h) Until further order an employer shall be free to engage labour on the site of a job carried on away from the workshop, without payment of any travelling time or fares, unless such employee is sent from the workshop; Provided that if any employee engaged for the erection of a job had previously been engaged by the same employer in the fabrication of the job in a workshop he shall be paid fares in excess of those incurred in travelling to and from the workshop.

**HOURS OF WORK.***Day Workers.*

7. (a) The ordinary hours of work shall be 40 per week to be worked in five days of not more than 8 hours (Monday to Friday inclusive) and one day (Saturday) of not more than 4 hours; or five days (Monday to Friday inclusive) of 8 hours each continuously except for meal breaks at the discretion of the employer, between 7 a.m. and 5.30 p.m. on Monday to Friday inclusive, and 7 a.m. and noon on Saturday.

In localities where the recognized half-holiday is on a day other than Saturday the day so recognized may be substituted for Saturday for all the purposes of this Determination.

Provided that the spread of hours or the daily hours prescribed may be altered as to all or a section of the employees by mutual agreement between an employer and the representative of the union in that shop.

*Five-Days Week.*

(b) In any case in which the ordinary week's work of 40 hours can be performed in five days as aforesaid without—

- (i) detriment to the public interest;
- (ii) loss in the value of goods handled or to be handled;
- (iii) reducing the efficiency of production; or
- (iv) reducing the efficacy of the necessary service,

the employer shall allow those employees who so desire to do so to work their ordinary hours in five days as aforesaid. Any dispute as to whether the ordinary hours of work can in any case or cases, be worked in five days without detriment, loss or reduction as aforesaid shall be determined by the Wages Board upon application made by or on behalf of the employees. Upon such an application proof that the working of a five-days week will result in such detriment, loss or reduction as aforesaid shall be upon the employer.

This sub-clause shall not apply to employees engaged on the maintenance and servicing of plant.

It is a condition of the allowing of a five-days week hereunder that if required employees shall comply with the reasonable and lawful orders of the employer as to working overtime, including the working of overtime on Saturday.

**SHIFT WORK.***Definitions.*

8. (a) For the purposes of this clause—

- "Afternoon shift" means any shift finishing after 6 p.m. and at or before midnight.
- "Continuous work" means work carried on with consecutive shifts of men throughout the 24 hours of each of at least six consecutive days without interruption, except during breakdowns or meal breaks, or due to unavoidable causes beyond the control of the employer.
- "Night shift" means any shift finishing subsequent to midnight and at or before 8 a.m.
- "Rostered shift" means a shift of which the employee concerned has had at least 48 hours' notice.

*Hours—Continuous Work Shifts.*

(b) This sub-clause shall apply to shift workers on continuous work, as hereinbefore defined.

The ordinary hours of such shift workers shall not exceed—

- (i) 8 in any 1 day; or
- (ii) 48 in any 1 week; or
- (iii) 88 in 14 consecutive days; or
- (iv) 160 in 28 consecutive days.

Subject to the following conditions such shift workers shall work at such times as the employer may require:—

- (i) A shift shall consist of not more than eight hours, inclusive of crib time;
- (ii) except at the regular change-over of shifts an employee shall not be required to work more than one shift in each 24 hours;
- (iii) twenty minutes shall be allowed to shift workers each shift for crib, which shall be counted as time worked.

*Hours—Other than Continuous Work.*

(c) This sub-clause shall apply to shift workers not upon continuous work as hereinbefore defined. The ordinary hours of such shift workers shall not exceed—

- (i) 40 in any week to be worked in five shifts of 8 hours, on Monday to Friday inclusive, or five shifts of not more than 8 hours and one shift (Saturday) of not more than 4 hours; or
- (ii) 80 in 14 consecutive days, in which case an employee shall not, without payment for overtime, be required to work more than 8 consecutive hours on any shift, or more than six shifts in any week; or
- (iii) 120 in 21 consecutive days, in which case an employee shall not, without payment for overtime, be required to work more than 8 consecutive hours on any shift, or more than six shifts in any week.

Such ordinary hours shall be worked continuously except for meal breaks at the discretion of the employer. An employee shall not be required to work for more than six hours without a break for a meal.

Except at regular change over of shifts an employee shall not be required to work more than one shift in each 24 hours.

*Rosters.*

(d) Shift rosters shall specify the commencing and finishing times of ordinary working hours of the respective shifts.

*Variation by Agreement.*

(e) The method of working shifts may in any case be varied by agreement between the employer and the accredited representative of the union to suit the circumstances of the establishment.

The time of commencing and finishing shifts once having been determined may be varied by agreement between the employer and the accredited representative of the union to suit the circumstances of the establishment, or in the absence of agreement by seven days' notice of alteration given by the employer to the employees.

*Afternoon or Night Shift Allowances.*

(f) Shift workers on continuous work whilst on afternoon or night shifts shall be paid  $7\frac{1}{2}$  per cent. more than the ordinary rates for such shifts.

Shift workers on other than continuous work whilst on afternoon or night shifts shall be paid 10 per cent. more than the ordinary rates for such shifts.

Shift workers who work on any afternoon or night shift which does not continue for at least five successive afternoons or nights in a five-day workshop or for at least six successive afternoons or nights in a six-day workshop shall be paid at the rate of time and a half.

An employee who—

- (i) during a period of engagement on shift works night shift only; or
- (ii) remains on night shift for a longer period than four consecutive weeks; or
- (iii) works on a night shift which does not rotate or alternate with another shift or with day work so as to give him at least one-third of his working time off night shift in each shift cycle,

shall during such engagement, period or cycle, be paid at the rate of time and a quarter for all time worked during ordinary working hours on such night shifts.

(fi) The minimum rate to be paid to any shift worker for work performed between midnight on Friday and midnight on Saturday shall be time and a quarter. Such extra rate to be in substitution for and not cumulative upon the shift premiums prescribed in the first and second paragraphs of sub-clause (f) hereof.

*Overtime.*

(g) Shift workers for all time worked in excess of or outside the ordinary working hours prescribed by this Determination or on a shift other than a rostered shift shall

- (i) if employed on continuous work be paid at the rate of double time; or
- (ii) if employed on other shift work at the rate of time and a half for the first four hours and double time thereafter, except in each case when the time is worked—
- (iii) by arrangement between the employees themselves;
- (iv) for the purpose of effecting the customary rotation of shifts; or
- (v) is due to the fact that the relief man does not come on duty at the proper time; or
- (vi) on a shift to which an employee is transferred on short notice as an alternative to standing the employee off in circumstances which would entitle the employer to deduct payment for a day in accordance with clause 14 (b) hereof.

Provided that when not less than 8 hours' notice has been given to the employer by the relief man that he will be absent from work and the employee whom he should relieve is not relieved the unrelieved employee shall be paid at the rate of time and a half for the first 4 hours on duty after he has finished his ordinary shift and at the rate of double time thereafter except where the employee is required to continue to work on his rostered day off, when he shall be paid double time.

*Compulsory Overtime.*

(gi) An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.

*Sundays and Holidays.*

(h) Shift workers on continuous work shifts for work done on a rostered shift the major portion of which is performed on a Sunday or holiday shall be paid at the rate of time and a half.

Shift workers on other than continuous work for all time worked on a Sunday or holiday shall be paid at the rates prescribed by clause 11 of this Determination. Where shifts commence between 11 p.m. and midnight on a Sunday or holiday the time so worked before midnight shall not entitle the employee to the Sunday or holiday rate; provided that the time worked by an employee on a shift commencing before midnight on the day proceeding a Sunday or holiday and extending into a Sunday or holiday shall be regarded as time worked on such Sunday or holiday.

*Junior and Female Employees.*

(i) Female shift workers, apprentices or juniors whilst on afternoon or night shifts shall be paid not less than the rates hereinbefore prescribed or 1s. per shift whichever is the higher.

*MIXED FUNCTIONS.*

9. An employee engaged for more than half of one day or shift on duties carrying a higher rate than his ordinary classification shall be paid the higher rate for such day or shift. If for less than half of one day or shift he shall be paid the higher rate for the time so worked

*OVERTIME.*

10. (a) For all work done outside ordinary hours the rates of pay shall be time and a half for the first four hours and double time thereafter, such double time to continue until the completion of the overtime work: Provided that in the case of an apprentice or a junior the rate for overtime shall be not less than the rate herein prescribed or 1s. 6d. per hour, whichever is the higher.

Except as provided in this sub-clause or sub-clause (b) hereof in computing overtime each day's work shall stand alone.



*Rest Period After Overtime.*

(b) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least eight consecutive hours off duty between the work of successive days.

An employee (other than a casual employee) who works so much overtime between the termination of his ordinary work on one day and the commencement of his ordinary work on the next day that he has not at least eight consecutive hours off duty between those times shall, subject to this sub-clause, be released after completion of such overtime until he has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If on the instructions of his employer such an employee resumes or continues work without having had such eight consecutive hours off duty he shall be paid at double rates until he is released from duty for such period and he shall then be entitled to be absent until he has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

*Call Back.*

(c) An employee recalled to work overtime after leaving his employer's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of three hours' work at the appropriate rate for each time he is so recalled; provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full three hours if the job he was recalled to perform is completed within a shorter period. This sub-clause shall not apply in cases where it is customary for an employee to return to his employer's premises to perform a specific job outside his ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

Overtime worked in the circumstances specified in this sub-clause shall not be regarded as overtime for the purposes of sub-clause (b) of this clause where the actual time worked is less than three hours on such recall or on each of such recalls.

*Saturday Work—Five-days Week.*

(d) A day worker on a five-days week required to work overtime on a Saturday shall be afforded at least three hours' work or paid for three hours at the appropriate rate except where such overtime is continuous with overtime commenced on the day previous.

*Standing By.*

(e) Subject to any custom now prevailing under which an employee is required regularly to hold himself in readiness for a call back, an employee required to hold himself in readiness to work after ordinary hours shall until released be paid standing-by time at ordinary rates from the time from which he is so to hold himself in readiness.

*Meal Hours—General.*

(f) For work done during meal hours and thereafter until a meal-hour break is allowed time and a half rates shall be paid. An employee shall not be compelled to work for more than six hours without a break for a meal.

*Meal Hours—Maintenance Employees.*

(g) Subject to the provisions of the second part of sub-clause (f) of this clause an employee employed as a regular maintenance man shall work during meal breaks at the ordinary rates herein prescribed whenever instructed to do so for the purpose of making good break-downs of plant or upon routine maintenance of plant which can only be done while such plant is idle.

*Crib Time.*

(h) An employee working overtime shall be allowed a crib time of twenty minutes without deduction of pay after each four hours of overtime worked if the employee continues work after such crib time.

Provided that where a day worker on a five-days week is required to work overtime on a Saturday the first prescribed crib time shall, if occurring between 10 a.m. and 1 p.m., be paid at ordinary rates.

Unless the period of overtime is less than one and a half hours an employee before starting overtime after working ordinary hours shall be allowed a meal break of twenty minutes which shall be paid for at ordinary rates. An employer and employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that the employer shall not be required to make any payment in respect of any time allowed in excess of twenty minutes.

*Tea Money.*

(i) An employee required to work overtime for more than two hours without being notified on the previous day or earlier that he will be so required to work shall either be supplied with a meal by the employer or paid 2s. and 1s. 3d. for each subsequent meal, but such payment need not be made to employees living in the same locality as their workshops who can reasonably return home for meals.

Unless the employer advises an employee on the previous day or earlier that the amount of overtime to be worked will necessitate the partaking of a second or subsequent meal (as the case may be) the employer shall provide such second and/or subsequent meals or make payment in lieu thereof as above prescribed.

If an employee pursuant to notice has provided a meal or meals and is not required to work overtime or is required to work less than the amount advised he shall be paid as above prescribed for meals which he has provided, but which are surplus.

*Transport of Employees.*

(j) When an employee, after having worked overtime, or a shift for which he has not been regularly rostered, finishes work at a time when reasonable means of transport are not available, the employer shall provide him with a conveyance to his home, or pay him his current wage for the time reasonably occupied in reaching his home.

*Compulsory Overtime.*

(k) An employer may require any employee to work reasonable overtime at overtime rates, and such employee shall work overtime in accordance with such requirement.

**HOLIDAYS AND SUNDAY WORK.**

11. (a) Employees shall be entitled to the following public holidays without loss of pay as regards employees on weekly hiring:—New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, King's Birthday, Labour Day, Anzac Day, Christmas Day, and Boxing Day, or such other day as is generally observed in the locality as a substitute for any of the said days respectively. Provided that Christmas Day and Boxing Day shall for the year, 1949, be deemed to fall on the 26th and 27th days of December, 1949, respectively, and that New Year's Day for the year, 1950, shall be deemed to fall on the 2nd day of January, 1950.

Any employer who has given to his employees notice under paragraph (i) of sub-clause (m) of clause 16 of this Determination of his intention to close down his plant or section or sections thereof for the purpose of allowing annual leave may alter the date of such intended closing down by substituting a date no more than two days earlier than the date of which notice was given upon giving at least one week's notice of such alteration.

By agreement between any employer and his employees, other days may be substituted for the said days or any of them as to such employer's undertaking.

(b) An employee not engaged on continuous work shall be paid at the rate of double time for work done on Sundays and public holidays, such double time to continue until he is relieved from duty.

(c) An employee, other than a casual employee, not engaged in continuous work who works on a Sunday or a public holiday, and (except for meal breaks) immediately thereafter continues such work, shall on being relieved from duty be entitled to be absent until he has had eight consecutive hours off duty, without deduction of pay for ordinary time of duty occurring during such absence.

(d) Employees, other than on shift, required to work on Sundays or public holidays shall be paid for a minimum of three hours' work.

**EXTRA RATES NOT CUMULATIVE.**

12. Extra rates in this Determination, except rates prescribed in clause 5, are not cumulative so as to exceed the maximum of double the ordinary rates.

## PAYMENT OF WAGES.

13. (a) Wages shall be paid weekly or fortnightly.

(b) On the first pay day occurring during his employment, an employee shall be paid whatever wages are due to him up to the completion of his work on the previous day: Provided that this sub-clause shall not apply to employers who make a practice of allowing advances to employees approximating wages due.

(c) Upon termination of the employment wages due to an employee shall be paid to him on the day of such termination, or forwarded to him by post on the next working day.

(d) An employee kept waiting for his wages on pay day for more than a quarter of an hour after the usual time for ceasing work shall be paid at overtime rates after that quarter-hour, with a minimum of a quarter of an hour.

(e) On or prior to pay day, the employer shall state to each employee in writing the amount of wages to which he is entitled, the amount of deductions made therefrom, and the net amount being paid to him.

## CONTRACT OF EMPLOYMENT.

*Weekly Employment.*

14. (a) Except as hereinafter provided, employment shall be by the week. Any employee not specifically engaged as a casual employee shall be deemed to be employed by the week.

(b) Employment shall be terminated by a week's notice on either side given at any time during the week or by the payment or forfeiture of a week's wages, as the case may be. This shall not affect the right of the employer to dismiss any employees without notice for malingering, inefficiency, neglect of duty, or misconduct, and in such cases the wages shall be paid up to the time of dismissal only or to deduct payment for any day the employee cannot be usefully employed because of any strike or through any breakdown in machinery or any stoppage of work by any cause for which the employer cannot reasonably be held responsible.

(c) An employee not attending for duty shall, except as provided by clause 15 hereof, lose his pay for the actual time of such non-attendance.

*Casual Employment.*

(d) A casual employee is one engaged and paid as such. A casual employee for working ordinary time shall be paid per hour one-fortieth of the weekly rate prescribed by this Determination for the work which he or she performs, plus 10 per cent.

*Late Comers.*

(e) Notwithstanding anything elsewhere contained in this Determination an employer may select and utilize for time-keeping purposes any fractional or decimal proportion of an hour (not exceeding a quarter of an hour) and may apply such proportion in the calculation of the working time of employees who without reasonable cause promptly communicated to the employer, report for duty after their appointed starting times or cease duty before their appointed finishing times.

An employer who adopts a proportion for the aforesaid purpose shall apply the same proportion for the calculation of overtime.

## SICK LEAVE.

15. (a) An employee on weekly hiring who is absent from his work on account of personal illness, or on account of injury by accident arising out of and in the course of his employment, shall be entitled to leave of absence without deduction of pay, subject to the following conditions and limitations:—

(i) He shall not be entitled to paid leave of absence for any period in respect of which he is entitled to workers' compensation.

(ii) He shall, within 24 hours of the commencement of such absence, inform the employer of his inability to attend for duty and, as far as practicable, state the nature of the injury or illness and the estimated duration of the absence.

(iii) He shall prove to the satisfaction of his employer (or, in the event of dispute, the Wages Board) that he was unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed.

(iv) He shall not be entitled in any year (whether in the employ of one employer or of several) to leave in excess of 40 hours of working time.

For the purpose of administering paragraph (iv) of this sub-clause, an employer may, within one month of this Determination coming into operation or within two weeks of the employee entering his employment, require an employee to make a sworn declaration or other written statement as to what paid leave of absence he has had from any employer during the then current year; and upon such statement the employer shall be entitled to rely and act.

*Single Day Absences.*

(b) In the case of an employee who claims to be allowed paid sick leave in accordance with this clause for an absence of one day only such employee if in the year he has already been allowed paid sick leave on more than one occasion for one day only, shall not be entitled to payment for the day claimed unless he produces to the employer a certificate of a duly-qualified medical practitioner that in his, the medical practitioner's, opinion the employee was unable to attend for duty on account of personal illness or on account of injury by accident. Nothing in this sub-clause shall limit the employer's rights under sub-clause (a) (iii) hereof.

*Cumulative Sick Leave.*

(c) Sick leave shall accumulate from year to year so that any balance of the period specified in sub-clause (a) (iv) of this clause which has in any year not been allowed to an employee by an employer as paid sick leave may be claimed by the employee and subject to the conditions hereinbefore prescribed shall be allowed by that employer in a subsequent year without diminution of the sick leave prescribed in respect of that year. Provided that sick leave which accumulates pursuant to this sub-clause shall be available to the employee for a period of two years, but for no longer from the end of the year in which it accrues.

(cc) Rights accrued under sub-clause (c) hereof prior to the 1st day of January, 1948, shall be preserved except that the total number of hours so accrued and not taken prior to the 1st day of January, 1948, shall be reduced by 1/11th of such total the result to be calculated to the nearest hour.

*Attendance at Hospital, &c.*

(d) Notwithstanding anything contained in sub-clause (a) hereof an employee suffering injury through an accident arising out of and in the course of his employment (not being an injury in respect of which he is entitled to workers' compensation) necessitating his attendance during working hours on a doctor, chemist or trained nurse, or at a hospital, shall not suffer any deduction from his pay for the time (not exceeding four hours) so occupied on the day of the accident, and shall be reimbursed by the employer all expenses reasonably incurred in connexion with such attendance.

## ANNUAL LEAVE.

*Period of Leave.*

16. (a) A period of fourteen consecutive days' leave shall be allowed annually to an employee after twelve months' continuous service (less the period of annual leave) as an employee on weekly hiring in any one or more of the occupations to which this Determination applies.

*Seven-day Shift Workers.*

(b) In addition to the leave hereinbefore prescribed seven-day shift workers, that is shift workers who are rostered to work regularly on Sundays and holidays shall be allowed seven consecutive days' leave including non-working days.

Where an employee with twelve months' continuous service is engaged for part of the twelve-monthly period as a seven-day shift worker, he shall be entitled to have the period of fourteen consecutive days' annual leave prescribed in sub-clause (a) hereof increased by half a day for each month he is continuously engaged as aforesaid.

*Annual Leave Exclusive of Public Holidays.*

(c) Subject to this sub-clause the annual leave prescribed by this clause shall be exclusive of any of the holidays prescribed by clause 11 of this Determination and if any such holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day there shall be added to the period of annual leave time equivalent to the ordinary time which the employee would have worked if such day had not been a holiday.

Where a holiday falls as aforesaid and the employee fails without reasonable cause proof whereof shall be upon him to attend for work at his ordinary starting time on the working day immediately following the last day of the period of his annual leave he shall not be entitled to be paid for any such holiday.

*Broken Leave.*

(d) The annual leave shall be given and taken in a continuous period or, if the employee and the employer so agree, in two separate periods and not otherwise.

*Calculation of Continuous Service.*

(e) For the purposes of this clause service shall be deemed to be continuous notwithstanding—

- (i) any interruption or termination of the employment by the employer if such interruption or termination has been made merely with the intention of avoiding obligations hereunder in respect of leave of absence;
- (ii) any absence from work on account of personal sickness or accident or on account of leave lawfully granted by the employer; or
- (iii) any absence with reasonable cause proof whereof shall be upon the employee.

In cases of personal sickness or accident or absence with reasonable cause the employee to become entitled to the benefit of this sub-clause shall inform the employer in writing if practicable within 24 hours of the commencement of such absence of his inability to attend for duty and as far as practicable the nature of the illness injury or cause and the estimated duration of his absence. A notification given by an employee pursuant to clause 15 shall be accepted as a notification under this sub-clause.

Any absence from work by reason of any cause not being a cause specified in this sub-clause shall not be deemed to break the continuity of service for the purposes of this clause unless the employer during the absence or within fourteen days of the termination of the absence notifies the employee in writing that such absence will be regarded as having broken the continuity of service.

In cases of individual absenteeism such notice shall be given in writing to the employee concerned, but in cases of concerted or collective absenteeism notice may be given to employees by the posting up of a notification in the plant, in the manner in which general notifications to employees are usually made in that plant and by posting to the union whose members have participated in such concerted or collective absenteeism a copy of same not later than the day it is posted up in the plant.

A notice to an individual employee may be given by delivering same to him personally or by posting it to his last recorded address, in which case it shall be deemed to have reached him in due course of post.

In calculating the period of twelve months' continuous service any such absence as aforesaid shall not, except to the extent of not more than fourteen days in a twelve-monthly period in the case of sickness or accident, be taken into account in calculating the period of twelve months' continuous service.

*Calculation of Service.*

(f) Service before the date of operation of this Determination shall be taken into consideration for the purpose of calculating annual leave, but an employee shall not be entitled to leave or payment in lieu thereof for any period in respect of which leave or a payment in lieu thereof has been allowed or made under the clause hereby revoked. Provided however that in respect of service before 1st January, 1946, the annual leave shall be allowed at the rate of 3½ hours for each completed one month of continuous service and in respect of service after that date at the rate of 6½ hours for each completed one month of continuous service. Any broken part of a month served before the 1st January, 1946, shall for the purposes of this clause be deemed to be service after the 1st January, 1946. The period of annual leave to be allowed under this sub-clause shall be calculated to the nearest day, any broken part of a day in the result not exceeding half a day to be disregarded.

Where the employer is a successor or assignee or transferee of a business if an employee was in the employment of the employer's predecessor at the time when he became such successor or assignee or transferee the employee in respect of the period during which he was in the service of the predecessor shall for the purpose of this clause be deemed to be in the service of the employer.

*Calculation of Month.*

(g) For the purpose of this clause a month shall be reckoned as commencing with the beginning of the first day of the employment or period of employment in question and as ending at the beginning of the day which in the latest month in question has the same date number as that which the commencing day had in its month and if there be no such day in such subsequent month shall be reckoned as ending at the end of such subsequent month.

*Leave to be Taken.*

(h) The annual leave provided for by this clause shall be allowed and shall be taken and except as provided by sub-clauses (l) and (m) hereof payment shall not be made or accepted in lieu of annual leave.

*Time of Taking Leave.*

(i) Annual leave shall be given at a time fixed by the employer within a period not exceeding six months from the date when the right to annual leave accrued and after not less than two weeks' notice to the employee.

*Leave Allowed Before Due Date.*

(j) An employer may allow annual leave to an employee before the right thereto has accrued due, but where leave is taken in such a case a further period of annual leave shall not commence to accrue until after the expiration of the twelve months in respect of which annual leave had been taken before it accrued.

Where leave has been granted to an employee pursuant to this sub-clause before the right thereto has accrued due and the employee subsequently leaves or is discharged from the service of the employer before completing the twelve months' continuous service in respect of which the leave was granted the employer may for each one complete month of the qualifying period of twelve months not served by the employee deduct from whatever remuneration is payable upon the termination of the employment one-twelfth of the amount of wage paid on account of the annual leave, which amount shall not include any sums paid for any of the holidays prescribed by clause 11 of this Determination.

*Payment for Period of Leave.*

(k) Each employee before going on leave shall be paid two weeks' wages, except a shift worker or an employee taking his leave pursuant to sub-clause (d) of this clause either of whom shall be paid the amount of wage he would have received in respect of the ordinary time which he would have worked had he not been on leave during the relevant periods. For the purposes of this sub-clause and sub-clause (l) hereof wages shall be at the rate prescribed by clauses 2, 3, and 4 of this Determination for the occupation in which the employee was ordinarily employed immediately prior to the commencement of his leave or the termination of his employment, as the case may be. Payment in the case of employees employed on piece or bonus work or any other system of payment by results shall be at time rates.

*Proportionate Leave on Dismissal.*

(l) If after one month's continuous service in any qualifying twelve-monthly period an employee lawfully leaves his employment or his employment is terminated by the employer through no fault of the employee, the employee shall be paid at his ordinary rate of wage for 3½ hours in respect of each completed one month of continuous service before the 1st January, 1946, and for 6½ hours at the same rate in respect of each completed month of continuous service after that date, the service in each case being service in respect of which leave has not been granted hereunder.

*Annual Close Down.*

(m) Where an employer closes down his plant, or a section or sections thereof, for the purposes of allowing annual leave to all or the bulk of the employees in the plant, or section or sections concerned, the following provisions shall apply—

- (i) He may by giving not less than one month's notice of his intention so to do stand off for the duration of the close down all employees in the plant or section or sections concerned, and allow to those who are not then qualified for two full weeks' leave paid leave on a proportionate basis of one-sixth of a week's leave for each completed month of continuous service.
- (ii) An employee who has then qualified for two full weeks' leave, and has also completed a further month or more of continuous service shall be allowed his leave, and shall subject to sub-clause (f) hereof also be paid one-sixth of a week's wages in respect of each completed month of continuous service performed since the close of his last twelve-monthly qualifying period.
- (iii) The next twelve-monthly qualifying period for each employee affected by such close down shall commence from the day on which the plant, or section or sections concerned is re-opened for work.  
Provided that all time during which an employee is stood off without pay for the purposes of this sub-clause shall be deemed to be time of service in the next twelve-monthly qualifying period.
- (iv) If in the first year of his service with an employer an employee is allowed proportionate annual leave under paragraph (i) hereof, and subsequently within such year lawfully leaves his employment or his employment is terminated by the employer through no fault of the employee, he shall be entitled to the benefit of sub-clause (1) of this clause subject to adjustment for any proportionate leave which he may have been allowed as aforesaid.

MISCELLANEOUS.

*Accommodation and Conveniences.*

*Boiling Water.*

17. (a) (i) Employers shall provide boiling water for employees at meal times.

*Drinking Water.*

(ii) Employers shall provide for the use of employees in workshops a sufficient supply of wholesome cool drinking water from bubble taps or other suitable drinking fountains.

*First Aid Outfit.*

(iii) In each workshop, and at other places where employees are regularly employed, the employer shall provide and continuously maintain, at a place or places reasonably accessible to all employees, an efficient first aid outfit.

Clause 8 of Chapter 9 of the Regulations under the *Factories and Shops Act 1928* requires that a first-aid ambulance-chest shall be kept in some accessible place upon the premises, and that such chest shall be equipped and supplied with the following articles:—

Articles.	Quantities to be kept in Ambulance Chest—
Antiseptic solution .. .. .	1 bottle
Bandages, cotton and gauze .. .. .	1 dozen assorted sizes
Castor oil .. .. .	2 oz.
Iodine, tincture of .. .. .	2 oz.
Manual, first-aid .. .. .	1
Petrolatum, carbolized .. .. .	1 jar
Picric acid solution, made according to the following recipe or prescription:— 1½ teaspoonfuls of powdered picric acid, 3 ozs. of absolute alcohol, and 2 pints of distilled water	1 pint
Pins, safety .. .. .	1 packet
Sal volatile .. .. .	6 oz.
Scissors .. .. .	1 pair
Tourniquet .. .. .	1
Tweezers .. .. .	1 pair
Cotton, absorbent .. .. .	} An adequate assortment
Gauze, sterilized, plain .. .. .	
Lint, absorbent .. .. .	
Plaster, adhesive .. .. .	

*Lockers.*

(iv) An employer shall at some reasonably convenient place on his premises provide a suitable locker for each employee in his workshop, or hanging facilities which afford reasonable protection for employees' clothes. In any case in which compliance with this paragraph necessitates the provision of lockers or new or improved hanging facilities, they shall be provided by the 1st July, 1946, unless the employer proves to the satisfaction of the Wages Board that he is unable by reason of shortage of material or labour or any other difficulties to provide such new or improved facilities, in which case their provision may be postponed for such period or periods as the Wages Board determines.

*Showers.*

(v) Employers shall provide for all workmen employed in foundries hot and cold shower baths, which shall be situated away from lavatories.

*Washing and Sanitary Conveniences.*

(vi) Employers shall provide proper and sufficient washing and sanitary conveniences.

*Clothing, Equipment and Tools.*

*Damage to Clothing and Tools.*

(b) (i) Compensation to the extent of the damage sustained shall be made where in the course of the work clothing or tools are damaged or destroyed by fire or molten metal or through the use of corrosive substances. Provided that the employer's liability in respect of tools shall be limited to such tools of trade as are ordinarily required for the performance of the employee's duties.

*Goggles.*

(ii) Suitable mica or other goggles shall be provided by the employer for each employee using emery wheels or where used by more than one employee such goggles shall be sterilized before being used by another employee. An employee when working on emery wheels shall wear the goggles provided for his protection.

Goggles containing celluloid shall not be considered suitable for the purposes of this provision.

*Tools.*

(iii) Until further order the employer shall provide for each employee such tools as were customarily provided at the time of the making of this Determination. The employee shall replace or pay for any tools so provided if lost through his negligence.

*Dressing Castings.*

(c) Where practicable the dressing and rumbering of castings shall not be carried out in close proximity to employees not doing that work.

*Ladles.*

- (d) (i) All ladles of a holding capacity of 15 cwt. or more in use at the time of the making of this Determination shall be fitted with safety worm gear or an equivalent safety fitting : and all ladles of a holding capacity of 10 cwt. or more hereafter brought into operation shall be fitted with safety worm gear.
- (ii) Where molten metal is carried in ladles by hand the weight of molten metal shall not exceed :—  
Single-handed ladles—60 lb., including the weight of the ladle.  
Other ladles— $\frac{3}{4}$  cwt. per man.
- (iii) Where molten metal is carried by hand a clear passageway not less than 2 ft. 6 in. wide shall be made.

*Females—Rest Period and Seats.*

- (e) Female employees shall be allowed a rest period of not less than ten minutes during each day or shift, to be taken during the first or second half of the day or shift as may be decided by a majority of the female employees in a shop. When requested by employees and where practicable suitable seats shall be provided by the employer for female employees.

*Ventilation.*

- (f) While any work is being carried on in any confined or enclosed space in which—
- (i) fumes, gases, dust or vapours which may be dangerous or injurious are liable to be present or to be generated in the course of the work ; or
- (ii) the atmosphere may otherwise become vitiated, the employer shall install a suction exhaust apparatus, through which by means of a power-driven fan air is drawn from the vicinity of the work in relation to which it is installed.
- Where it is impracticable to install such suction exhaust apparatus the employer shall take all such steps as are necessary to ensure safe working conditions in any such confined or enclosed space.
- This sub-clause shall not be deemed to be inconsistent with the Harmful Gases, Vapours, Mists, Smokes and Dust Regulations 1945 (published in the Victorian Government Gazette No. 21, dated 7th February, 1945), and shall not apply to any processes or occupations to which those Regulations apply.

*SHOP STEWARDS.*

18. An employee appointed shop steward in the shop or department in which he is employed shall, upon notification thereof to his employer, be recognized as the accredited representative of the Union to which he belongs, and he shall be allowed the necessary time during working hours to interview the employer or his representative on matters affecting employees whom he represents.

*RIGHT OF ENTRY OF UNION OFFICIAL.*

19. (a) For the purpose of interviewing employees on legitimate union business, a duly accredited union representative shall have the right to enter employers' premises during the midday meal break on the following conditions :—
- (i) That he produces his authority to the gatekeeper or such other person as may be appointed by the employer ;
- (ii) that he interviews employees only at places where they are taking their meal ;
- (iii) that not more than one representative of each of not more than three unions be on the premises at any one time ;
- (iv) that no one representative visit the premises more than once in each week ;
- (v) that if any employer alleges that a representative is unduly interfering with his work, or is creating dissatisfaction amongst his employees, or is offensive in his methods, or is committing a breach of any of the previous conditions, such employer may refuse the right of entry, but the representative shall have the right to bring such refusal before the Wages Board.

Provided that where certain employees are working under a system of shift work which precludes a representative from interviewing them during the midday meal break, the representative shall have the right to enter the employer's premises for the purpose of interviewing such employees at such time and under such conditions as to notice as may be mutually arranged by the representative and the employer, or failing agreement, at such times and under such conditions as the Wages Board may decide.

- (b) For the purpose of investigating complaints concerning the application of this Determination, a duly accredited union representative shall be afforded reasonable facilities for entering an employer's workshop or plant during working hours, subject to the following conditions :—
- (i) That he discloses to the employer or his representative the complaint which he desires to investigate ;
- (ii) that he makes his investigations in the presence of the employer or his representative (if the employer so desires) ;
- (iii) that he does not interfere with work proceeding in the workshop or plant ;
- (iv) that he conducts himself properly.
- (c) A union representative shall be a duly accredited representative of an organization concerned if he be the holder for the time being of a certificate, signed by the General Secretary of that organization, and bearing the seal of that organization, in the following form, or in a form not materially differing therefrom :—

(Name of Organization.)

THIS IS TO CERTIFY THAT  
organization.

is a duly accredited representative of the above-named

(SEAL)

General Secretary.  
Date

Specimen signature of holder

Strictly not transferable

*TIME AND WAGES BOOK.*

20. (a) Each employer shall keep a record from which can be readily ascertained the name of each employee and his occupation, the hours worked each day, and the wages and allowances paid each week.
- (b) The time occupied by an employee in filling in any time record or cards, or in the making of records, shall be treated as time of duty, but this does not apply to checking in or out when entering or leaving the employer's premises.
- (c) The time and wages record shall be open for inspection to a duly accredited union official during the usual office hours, at the employer's office or other convenient place : Provided that an inspection shall not be demanded unless the secretary of the union, or the district secretary or organizer of any division suspects that a breach of the Determination has been committed : Provided also that only one demand for such inspection shall be made in one fortnight at the same establishment.
- (d) The official making such inspection shall be entitled to take a copy of entries in a time and wages record relating to the suspected breach of the Determination.

*NOTICE BOARD.*

- 21 The employer shall permit a notice board of reasonable dimensions to be erected in a prominent position in his establishment, upon which accredited union representatives shall be permitted to post formal union notices, signed or countersigned by the representative posting same.

Any notice posted on such board not so signed or countersigned may be removed by an accredited Union representative or by the employer.

**DEFINITIONS.**

- 22. " Sunday " means all time between midnight Saturday and midnight Sunday.
- " Year " means the period between the 1st day of June in each year and the next 31st day of May.
- " Jobbing coremaker " means a moulder engaged in making cores for metal moulds by the use of loam or strickle boards, or by loose boxes, other than loose boxes used for repetition production of cores requiring little or no skill to produce.
- " Jobbing moulder " means a metal moulder engaged in floor moulding, loam moulding, strickle moulding, or moulding from loose patterns, and/or finishing off bath moulds made by a machine process.
- " Machine coremaker " means an adult employee making cores by machines where the core box is a fixture to or part of such machine, or making repetition cores requiring little or no skill to produce.
- " Plate and machine moulder " means an adult employee engaged in moulding on the plate system or by machines where the pattern is either a fixture to the plate or the spray system is used.

**PERIODICAL ADJUSTMENT OF WAGES.**

23. The wages rates set out in clause 2 are based upon the following basic wage rates and, pursuant to the provisions of section 21 of the *Factories and Shops Act 1934*, the Board hereby determines that such rates shall be automatically adjusted by the same amount and at the same time as such basic wage as prescribed in clause 24.

*Basic Wage.*

Place.	Needs Basic Wage (Adjustable).	Loading Constant.	Total Basic Wage.	Index Number Set Assigned.
	£ s. d.	s. d.	£ s. d.	
Victoria— Within 20 miles of G.P.O., Melbourne; 10 miles of G.P.O., Geelong; at Warrnambool, and within Mildura and Gippsland Districts Yallourn—6s. 6d. in excess of basic wage for Melbourne. Elsewhere—3s. less than the contemporaneous basic wage for Melbourne.	6 4 0	6 0	6 10 0	Melbourne

**ADJUSTMENT OF BASIC WAGE.**

24. (a) For the purposes of this Determination the expression " Commonwealth Statistician's 'all items' retail price index numbers " or any like expression means the numbers stated to be such index numbers in any document purporting, and not proved to be wrongly so purporting, to be printed by the Commonwealth Government Printer or to be signed by or on behalf of the Commonwealth Statistician.

(b) Until the beginning of the first pay period to commence in February, 1950, the amounts of the basic wage shall be as prescribed in clause 23.

(c) During each future successive period beginning with the first pay period to commence in a February, a May, an August, or a November, the amounts of the needs basic wage shall be adjusted by the following method, namely, by multiplying the last Commonwealth Statistician's " all items " retail price index number by the factor .087 taken to one place of decimals, the resultant whole number being the amount of the basic wage expressed in shillings, but should the decimal number reach .5 or more the basic wage shall be taken to the next higher shilling.

**MARGINAL RATES.**

25. In addition to the basic wage provided in clause 23, the margins and war loadings set out in this clause shall be the minimum rate payable to employees therein named :—

Classification.	Margins Per Week.	Wartime Loadings Per Week.
	s. d.	s. d.
<i>Pipe Moulders making Pipes (other than Steam and Hydraulic Pipes) on a Bank or Cast Vertically.</i>		
Bank pipe moulders—		
5 and 6 inch, headman .. .. .	42 6	6 0
5 and 6 inch, footman .. .. .	34 0	6 0
4 inch and under, headman .. .. .	37 0	6 0
4 inch and under, footman .. .. .	27 0	6 0
Vertical pipe moulders—		
Rammer, coremaker, corer, or caster .. .. .	24 6	6 0
Dresser of pipes, including dresser on emery wheels .. .. .	24 0	6 0
<i>Persons Employed in making Pipes by Machinery.</i>		
Coremakers—		
5 and 6 inch, faucet .. .. .	38 0	6 0
5 and 6 inch, spigot .. .. .	27 0	6 0
4 inch and under, faucet .. .. .	31 0	6 0
4 inch and under, spigot .. .. .	23 0	6 0
Finishers and casters—		
5 and 6 inch .. .. .	38 0	6 0
4 inch and under .. .. .	31 0	6 0
<i>Metal Moulding.</i>		
Jobbing moulder and/or coremaker .. .. .	46 0	6 0
Plate and machine moulder and/or coremaker—		
1st six months' experience .. .. .	22 0	6 0
2nd six months' experience .. .. .	25 0	6 0
3rd six months' experience .. .. .	28 0	6 0
Thereafter .. .. .	33 0	6 0
Dresser and grinder (when using portable machine) .. .. .	26 0	6 0
Dresser and grinder (other) .. .. .	24 0	6 0
Furnaceman—cupola .. .. .	31 0	6 0
Furnaceman—electric .. .. .	30 0	6 0
Furnaceman—other .. .. .	28 0	6 0
Assistant furnaceman .. .. .	22 0	6 0
Loader and unloader of annealing furnace .. .. .	22 0	6 0
Dresser, shot blast and sand blast—		
(a) who operates from outside a properly enclosed cabin .. .. .	22 0	6 0
(b) other .. .. .	32 0	6 0
Employee directly assisting an employee whose margin above the basic wage is 25s. or more	22 0	6 0

A. V. BARNES, J.P., Chairman.

J. W. RYAN, Secretary.

Melbourne, 6th December, 1949.

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[1950

Factories and Shops Acts.

## DETERMINATION OF THE FILEMAKERS 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 rates which may be paid to any person or persons or classes of persons, excluding smiths (iron, brass, or copper), electrical fitters, electrical mechanics, machinist (1st and 2nd class), toolmakers, tradesmen, engineers, welders (1st and 2nd class), and patternmakers employed in the process, trade, or business of manufacturing or preparing files or rasps of any description for use as tools of trade," has made the following Determination, namely:—

1. That as from the beginning of the first pay period to commence on or after the 19th December, 1949, the last previous Determination of this Board shall be revoked and replaced by this Determination.

2. *Wages per Week of 40 hours.*

Adults.	Within 20 Miles of G.P.O., Melbourne; 10 Miles of G.P.O., Geelong; at Warrnambool and within Mildura and Gippsland Districts.	At Yallourn.	Other Parts of Victoria.
	£ s. d.	£ s. d.	£ s. d.
File chisel whetter .. .. .	8 8 0	8 14 6	8 5 0
File inspector—First class .. .. .	8 3 0	8 9 6	8 0 0
File inspector (other)—			
(a) First three months' experience as such .. .. .	7 12 0	7 18 6	7 9 0
(b) Thereafter .. .. .	7 17 0	8 3 6	7 14 0
Automatic file blanking machine operator—			
(a) First three months' experience as such .. .. .	7 12 0	7 18 6	7 9 0
(b) Thereafter .. .. .	8 3 0	8 9 6	8 0 0
File cutter—			
(a) First three months' experience as such .. .. .	7 12 0	7 18 6	7 9 0
(b) Thereafter .. .. .	8 3 0	8 9 6	8 0 0
Hand hammer file forger—			
(a) First three months' experience as such .. .. .	7 12 0	7 18 6	7 9 0
(b) Thereafter .. .. .	8 3 0	8 9 6	8 0 0
File tang roller—			
(a) First three months' experience as such .. .. .	7 12 0	7 18 6	7 9 0
(b) Thereafter .. .. .	8 3 0	8 9 6	8 0 0
File compound controller .. .. .	8 1 6	8 8 0	7 18 6
File edge grinder—			
(a) First three months' experience as such .. .. .	7 15 0	8 1 6	7 12 0
(b) Thereafter .. .. .	8 1 0	8 7 6	7 18 0
File side grinder—			
(a) First three months' experience as such .. .. .	7 15 0	8 1 6	7 12 0
(b) Thereafter .. .. .	8 1 0	8 7 6	7 18 0
File hardener—			
(a) First three months' experience as such .. .. .	7 12 0	7 18 6	7 9 0
(b) Thereafter .. .. .	8 1 0	8 7 6	7 18 0
File point roller—			
(a) First three months' experience as such .. .. .	7 12 0	7 18 6	7 9 0
(b) Thereafter .. .. .	8 1 0	8 7 6	7 18 0
File bar clipper—			
(a) First three months' experience as such .. .. .	7 12 0	7 18 6	7 9 0
(b) Thereafter .. .. .	7 18 0	8 4 6	7 15 0
File roll flattener—			
(a) First three months' experience as such .. .. .	7 12 0	7 18 6	7 9 0
(b) Thereafter .. .. .	7 18 0	8 4 6	7 15 0

Wages per Week of 40 hours.

Adults.	Within 20 Miles of G.P.O., Melbourne; 10 Miles of G.P.O., Geelong; at Warrnambool and within Mildura and Gippsland Districts.	At Yallourn.	Other Parts of Victoria.
	£ s. d.	£ s. d.	£ s. d.
File brander	7 12 0	7 18 6	7 9 0
(a) First three months' experience as such	7 12 0	7 18 6	7 9 0
(b) Thereafter	7 18 0	8 4 6	7 15 0
Half round or round file grinder—			
(a) First three months' experience as such	7 15 0	8 1 6	7 12 0
(b) Thereafter	7 17 0	8 3 6	7 14 0
File tang and point trimmer—			
(a) First three months' experience as such	7 12 0	7 18 6	7 9 0
(b) Thereafter	7 15 0	8 1 6	7 12 0
File miller—			
(a) First three months' experience as such	7 12 0	7 18 6	7 9 0
(b) Thereafter	7 17 0	8 3 6	7 14 0
File acider	7 17 0	8 3 6	7 14 0
File sand blaster	7 15 6	8 2 0	7 12 6
Semi-automatic hammer file forger	7 15 0	8 1 6	7 12 0
File straightener (hand)	7 15 0	8 1 6	7 12 0
File grinder (other)	7 15 0	8 1 6	7 12 0
File edge setter (machine or hand)	7 15 0	8 1 6	7 12 0
File stripper (machine or hand)	7 15 0	8 1 6	7 12 0
File chisel grinder	7 15 0	8 1 6	7 12 0
File cropper	7 15 0	8 1 6	7 12 0
File point grinder	7 15 0	8 1 6	7 12 0
File safe edger	7 15 0	8 1 6	7 12 0
File tang bluer	7 15 0	8 1 6	7 12 0
File anneal loader	7 13 0	7 19 6	7 10 0
File straightener (machine)	7 12 0	7 18 6	7 9 0
File counter	7 12 0	7 18 6	7 9 0
File drier	7 12 0	7 18 6	7 9 0
File oiler	7 12 0	7 18 6	7 9 0
File pasteuriser	7 12 0	7 18 6	7 9 0
File ringer	7 12 0	7 18 6	7 9 0
Other employees with not less than three months' experience in this industry	6 19 0	7 5 6	6 16 0
All others	6 13 0	6 19 6	6 10 0

NOTE.—Operators engaged in any of the following occupations are responsible for the setting up of the machines used in their respective operations:—

- Automatic file blanking machine operator;
- File bar clipper;
- File brander;
- File cutter;
- File edge grinder;
- File hardener (where a fixture is used);
- File point roller;
- File roll flattener;
- File side grinder;
- File tang and point trimmer;
- File tang roller;
- Hand hammer file forger.

LEADING HANDS.

Leading hands in charge of not less than three and not more than ten employees, 9s. per week extra; more than ten and not more than twenty employees, 18s. per week extra; more than twenty employees, 27s. per week extra.

FEMALES AND UNAPPRENTICED MALE JUNIORS.

3. (a) The minimum rates of wage for adult and junior females and for unapprenticed male juniors shall be as follows:—

Wages per Week of 40 Hours.

	Percentage of Needs Basic Wage.	Constant Loading.	Additional Amount.	Total Wage Payable—		
				Within 20 Miles of G.P.O., Melbourne; 10 Miles of G.P.O., Geelong; at Warrnambool and within Mildura and Gippsland Districts.	At Yallourn.	Other Parts of Victoria.
				Per Week.	Per Week.	Per Week.
				£ s. d.	£ s. d.	£ s. d.
<i>I.—Adult Females.</i>						
Under three months' experience	65	3 0	6 0	4 9 6	4 14 0	4 7 6
All others .. .. .	75	3 0	7 0	5 3 0	5 8 0	5 0 6
<i>II.—Junior Females.</i>						
17 years of age and under	40	1 0	3 6	2 14 0	2 16 6	2 13 0
18 years of age .. .. .	47½	1 3	4 0	3 4 0	3 7 0	3 2 6
19 years of age .. .. .	55	1 6	4 6	3 14 0	3 18 0	3 12 6
20 years of age .. .. .	62½	2 0	5 0	4 4 6	4 8 6	4 2 6
<i>III.—Junior Males.</i>						
Under 16 years of age	25	0 6	2 0	1 13 6	1 15 0	1 12 6
16 years of age .. .. .	35	0 9	3 0	2 7 0	2 9 6	2 6 0
17 years of age .. .. .	47½	1 0	4 0	3 4 0	3 7 0	3 2 6
18 years of age .. .. .	60	1 0	5 0	4 0 6	4 4 6	3 18 6
19 years of age .. .. .	75	2 0	6 0	5 1 0	5 6 0	4 18 6
20 years of age .. .. .	90	2 0	7 0	6 0 6	6 6 6	5 18 0



Provided that the rate payable to any employee shall not excluding the constant loading be less than 20s.

The total wage shall be calculated to the nearest sixpence, any broken part of sixpence in the result not exceeding threepence to be disregarded.

(b) The minimum rate payable to a junior female of any age or a junior male of eighteen years or more each with less than six months' experience under this Determination shall, until he or she has had six months' experience, be 10 per cent. less than the amount represented by the percentage of the needs basic wage hereby prescribed for a junior employee of his or her age and in addition thereto the constant loading prescribed for such an employee.

*Prohibited Occupations.*

- (c) Junior employees shall not be employed :—  
if under the age of 16 years—  
on oil or gas burners or fires used for heating of small articles.  
using electric arc or oxy acetylene blow pipe.

*SPECIAL RATES.*

4. In addition to the wages prescribed in clauses 2 and 3 hereof, the following special rates and allowances shall be paid to employees including unapprenticed juniors :—

*Confined Spaces.*

- (a) Working in confined space (as defined), 3d. per hour extra.

*Dirty Work.*

- (b) Work which a foreman and workman shall agree is of an unusually dirty or offensive nature, 1½d. per hour extra.

In case of disagreement between the foreman and workman, the workman or a shop steward on his behalf shall be entitled, within 24 hours, to ask for a decision on the workman's claim by the employer's industrial officer (if there be one), or otherwise by the employer or the executive officer responsible for the management or superintendence of the plant concerned. In such case a decision shall be given on the workman's claim within 48 hours of its being asked for (unless that time expires on a non-working day in which case it shall be given during the next working day), or else the said allowance shall be paid.

In any case where an organization alleges that an employer or his representative is persistently unreasonable or capricious in relation to such claims, it shall have the right to bring such case before the Wages Board.

*Hot Places.*

(c) Working for more than one hour in the shade in places where the temperature is raised by artificial means to between 115 and 130 degrees Fahrenheit, 1½d. per hour extra; in places where the temperature exceeds 130 degrees Fahrenheit, 3d. per hour extra. Where work continues for more than two hours in temperatures exceeding 130 degrees Fahrenheit, employees shall also be entitled to twenty minutes' rest after every two hours' work without deduction of pay. The temperature shall be decided by the foreman of the work after consultation with the employees who claim the extra rate.

*Wet Places.*

(d) An employee working in any place where his clothing or boots become saturated, whether by water, oil or otherwise, shall be paid 2d. per hour extra: provided that this extra rate shall not be payable to an employee who is provided by the employer with suitable and effective protective clothing and/or footwear: And provided further that any employee who becomes entitled to this extra rate shall be paid such extra rate for such part of the day or shift as he is required to work in wet clothing or boots.

*Special Rates not Cumulative.*

(e) Where more than one of the disabilities entitling a workman to extra rates exist on the same job the employer shall be bound to pay only one rate, namely, the highest for the disabilities so prevailing.

*Rates not Subject to Penalty Additions.*

(f) The special rates herein prescribed shall be paid irrespective of the times at which the work is performed, and shall not be subject to any premium or penalty additions.

*HOURS OF WORK.*

*Day Workers.*

5. (a) The ordinary hours of work shall be 40 per week to be worked in five days of not more than 8 hours (Monday to Friday inclusive) and one day (Saturday) of not more than four hours: or five days (Monday to Friday inclusive) of eight hours each continuously except for meal breaks at the discretion of the employer between 7 a.m. and 5.30 p.m. on Monday to Friday inclusive, and 7 a.m. and noon on Saturday.

In localities where the recognized half-holiday is on a day other than Saturday the day so recognized may be substituted for Saturday for all the purposes of this Determination.

Provided that the spread of hours or the daily hours prescribed may be altered as to all or a section of the employees by mutual agreement between an employer and the representative of the union in that shop.

*Five-Days Week.*

- (b) In any case in which the ordinary week's work of 40 hours can be performed in five days as aforesaid without—

- (i) detriment to the public interest;
- (ii) loss in the value of goods handled or to be handled;
- (iii) reducing the efficiency of production; or
- (iv) reducing the efficacy of the necessary service,

the employer shall allow those employees who so desire to do so to work their ordinary hours in five days as aforesaid. Any dispute as to whether the ordinary hours of work can in any case or cases be worked in five days without detriment, loss, or reduction as aforesaid shall be determined by the Wages Board upon application made by or on behalf of the employees. Upon such an application proof that the working of a five-days week will result in such detriment, loss, or reduction as aforesaid shall be upon the employer.

This sub-clause shall not apply to employees engaged on the maintenance and servicing of plant.

It is a condition of the allowing of a five-days week hereunder that if required employees shall comply with the reasonable and lawful orders of the employer as to working overtime, including the working of overtime on Saturday.

*SHIFT WORK.*

*Definitions.*

6. (a) For the purposes of this clause—

"Afternoon shift" means any shift finishing after 6 p.m. and at or before midnight.

"Continuous work" means work carried on with consecutive shifts of men throughout the 24 hours of each of at least six consecutive days without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.

"Night shift" means any shift finishing subsequent to midnight, and at or before 8 a.m.

"Rostered shift" means a shift of which the employee concerned has had at least 48 hours' notice.

*Hours—Continuous Work Shifts.*

(b) This sub-clause shall apply to shift workers on continuous work as hereinbefore defined.

The ordinary hours of such shift workers shall not exceed—

- (i) 8 in any one day ; or
- (ii) 48 in any one week ; or
- (iii) 88 in 14 consecutive days ; or
- (iv) 160 in 28 consecutive days.

Subject to the following conditions, such shift workers shall work at such times as the employer may require :—

- (i) A shift shall consist of not more than eight hours, inclusive of crib time.
- (ii) Except at the regular change-over of shifts, an employee shall not be required to work more than one shift in each 24 hours.
- (iii) Twenty minutes shall be allowed to shift workers each shift for crib, which shall be counted as time worked.

*Hours—Other than Continuous Work.*

(c) This sub-clause shall apply to shift workers not upon continuous work as hereinbefore defined. The ordinary hours of such shift workers shall not exceed—

- (i) 40 in any week, to be worked in five shifts of eight hours on Monday to Friday inclusive, or five shifts of not more than eight hours and one shift (Saturday) of not more than four hours ; or
- (ii) 80 in 14 consecutive days, in which case an employee shall not, without payment for overtime, be required to work more than eight consecutive hours on any shift or more than six shifts in any week ; or
- (iii) 120 in 21 consecutive days, in which case an employee shall not, without payment for overtime be required to work more than eight consecutive hours on any shift or more than six shifts in any week.

Such ordinary hours shall be worked continuously except for meal breaks at the discretion of the employer. An employee shall not be required to work for more than six hours without a break for a meal.

Except at regular change-over of shifts, an employee shall not be required to work more than one shift in each 24 hours.

*Rosters.*

(d) Shift rosters shall specify the commencing and finishing times of ordinary working hours of the respective shifts.

*Variation by Agreement.*

(e) The method of working shifts may in any case be varied by agreement between the employer and the accredited representative of the union to suit the circumstances of the establishment.

The time of commencing and finishing shifts once having been determined may be varied by agreement between the employer and the accredited representative of the union to suit the circumstances of the establishment, or in the absence of agreement by seven days' notice of alteration given by the employer to the employees.

*Afternoon or Night Shift Allowances.*

(f) Shift workers on continuous work whilst on afternoon or night shifts shall be paid  $7\frac{1}{2}$  per cent. more than the ordinary rates for such shifts.

Shift workers on other than continuous work whilst on afternoon or night shifts shall be paid 10 per cent. more than the ordinary rates for such shifts.

Shift workers who work on any afternoon or night shift which does not continue for at least five successive afternoons or nights in a five-day workshop or for at least six successive afternoons or nights in a six-day workshop shall be paid at the rate of time and a half.

An employee who—

- (i) during a period of engagement on shift works night shift only ; or
- (ii) remains on night shift for a longer period than four consecutive weeks ; or
- (iii) works on a night shift which does not rotate or alternate with another shift or with day work so as to give him at least one-third of his working time off night shift in each shift cycle,

shall during such engagement, period or cycle, be paid at the rate of time and a quarter for all time worked during ordinary working hours on such night shifts.

(f1) The minimum rate to be paid to any shift worker for work performed between midnight on Friday and midnight on Saturday shall be time and a quarter. Such extra rate to be in substitution for and not cumulative upon the shift premiums prescribed in the first and second paragraphs of sub-clause (f) hereof.

*Overtime.*

(g) Shift workers for all time worked in excess of or outside the ordinary working hours prescribed by this Determination or on a shift other than a rostered shift shall—

- (i) if employed on continuous work be paid at the rate of double time ; or
- (ii) if employed on other shift work at the rate of time and a half for the first four hours and double time thereafter,

except in each case when the time is worked—

- (iii) by arrangement between the employees themselves ;
- (iv) for the purpose of effecting the customary rotation of shifts ; or
- (v) is due to the fact that the relief man does not come on duty at the proper time ; or
- (vi) on a shift to which an employee is transferred on short notice as an alternative to standing the employee off in circumstances which would entitle the employer to deduct payment for a day in accordance with clause 12 (b) hereof.

Provided that when not less than eight hours' notice has been given to the employer by the relief man that he will be absent from work and the employee whom he should relieve is not relieved the unrelieved employee shall be paid at the rate of time and a half for the first four hours on duty after he has finished his ordinary shift and at the rate of double time thereafter except where the employee is required to continue to work on his rostered day off when he shall be paid double time.

*Compulsory Overtime.*

(g1) An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.

*Sundays and Holidays.*

(h) Shift workers on continuous work shifts for work done on a rostered shift the major portion of which is performed on a Sunday or holiday shall be paid at the rate of time and a half.

Shift workers on other than continuous work for all time worked on a Sunday or holiday shall be paid at the rates prescribed by clause 9 of this Determination. Where shifts commence between 11 p.m. and midnight on a Sunday or holiday the time so worked before midnight shall not entitle the employee to the Sunday or holiday rate : provided that the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or holiday and extending into a Sunday or holiday shall be regarded as time worked on such Sunday or holiday.

*Junior and Female Employees.*

(4) Female shift workers, or juniors whilst on afternoon or night shifts shall be paid not less than the rates hereinbefore prescribed or 1s. per shift whichever is the higher.

*MIXED FUNCTIONS.*

7. An employee engaged for more than half of one day or shift on duties carrying a higher rate than his ordinary classification shall be paid the higher rate for such day or shift. If for less than half of one day or shift he shall be paid the higher rate for the time so worked.

## OVERTIME.

8. (a) For all work done outside ordinary hours the rates of pay shall be time and a half for the first four hours and double time thereafter, such double time to continue until the completion of the overtime work. Provided that in the case of a junior, the rate for overtime shall be not less than the rate herein prescribed or 1s. 6d. per hour whichever is the higher.

Except as provided in this sub-clause or sub-clause (b) hereof in computing overtime each day's work shall stand alone.

*Rest Period After Overtime.*

(b) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least eight consecutive hours off duty between the work of successive days.

An employee (other than a casual employee) who works so much overtime between the termination of his ordinary work on one day and the commencement of his ordinary work on the next day that he has not at least eight consecutive hours off duty between those times shall, subject to this sub-clause, be released after completion of such overtime until he has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If on the instructions of his employer such an employee resumes or continues work without having had such eight consecutive hours off duty he shall be paid at double rates until he is released from duty for such period and he shall then be entitled to be absent until he has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

*Call Back.*

(c) An employee recalled to work overtime after leaving his employer's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of three hours' work at the appropriate rate for each time he is so recalled; provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full three hours if the job he was recalled to perform is completed within a shorter period. This sub-clause shall not apply in cases where it is customary for an employee to return to his employer's premises to perform a specific job outside his ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

Overtime worked in the circumstances specified in this sub-clause shall not be regarded as overtime for the purposes of sub-clause (b) of this clause where the actual time worked is less than three hours on such recall or on each of such recalls.

*Saturday Work—Five-days Week.*

(d) A day worker on a five-days week required to work overtime on a Saturday shall be afforded at least three hours work or paid for three hours at the appropriate rate except where such overtime is continuous with overtime commenced on the day previous.

*Standing By.*

(e) Subject to any custom now prevailing under which an employee is required regularly to hold himself in readiness for a call back, an employee required to hold himself in readiness to work after ordinary hours shall until released be paid standing-by time at ordinary rates from the time from which he is so to hold himself in readiness.

*Meal Hours—General.*

(f) For work done during meal hours and thereafter until a meal hour break is allowed time and a half rates shall be paid. An employee shall not be compelled to work for more than six hours without a break for a meal.

*Crib Time.*

(g) An employee working overtime shall be allowed a crib time of twenty minutes without deduction of pay after each four hours of overtime worked if the employee continues work after such crib time.

Provided that where a day worker on a five-days week is required to work overtime on a Saturday the first prescribed crib time shall, if occurring between 10 a.m. and 1 p.m., be paid at ordinary rates.

Unless the period of overtime is less than one and a half hours an employee before starting overtime after working ordinary hours shall be allowed a meal break of twenty minutes which shall be paid for at ordinary rates. An employer and employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that the employer shall not be required to make any payment in respect of any time allowed in excess of twenty minutes.

*Tea Money.*

(h) An employee required to work overtime for more than two hours without being notified on the previous day or earlier that he will be so required to work shall either be supplied with a meal by the employer or paid 2s., and 1s. 3d. for each subsequent meal, but such payment need not be made to employees living in the same locality as their workshops who can reasonably return home for meals.

Unless the employer advises an employee on the previous day or earlier that the amount of overtime to be worked will necessitate the partaking of a second or subsequent meal (as the case may be) the employer shall provide such second and/or subsequent meals or make payment in lieu thereof as above prescribed.

If an employee pursuant to notice has provided a meal or meals and is not required to work overtime or is required to work less than the amount advised he shall be paid as above prescribed for meals which he has provided, but which are surplus.

*Transport of Employees.*

(i) When an employee, after having worked overtime, or a shift for which he has not been regularly rostered, finishes work at a time when reasonable means of transport are not available, the employer shall provide him with a conveyance to his home, or pay him his current wage for the time reasonably occupied in reaching his home.

*Compulsory Overtime.*

(j) An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.

## HOLIDAYS AND SUNDAY WORK.

9. (a) Employees shall be entitled to the following public holidays without loss of pay as regards employees on weekly hiring:—New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, King's Birthday, Labour Day, Anzac Day, Christmas Day, and Boxing Day, or such other day as is generally observed in the locality as a substitute for any of the said days respectively. Provided that Christmas Day and Boxing Day shall for the year, 1949, be deemed to fall on the 26th and 27th days of December, 1949, respectively, and that New Year's Day for the year, 1950, shall be deemed to fall on the 2nd day of January, 1950.

By agreement between any employer and his employees other days may be substituted for the said days or any of them as to such employer's undertaking.

(b) An employee not engaged on continuous work shall be paid at the rate of double time for work done on Sundays and public holidays, such double time to continue until he is relieved from duty.

Provided that where employees are necessarily engaged in repairs to or renewals of their employer's plant and machinery necessary for resumption of work the next following working day (not including the installation of new machinery) work done on holidays shall be paid for at the rate of time and a half for the first eight hours and double time thereafter.

(c) An employee, other than a casual employee, not engaged in continuous work who works on a Sunday or a public holiday and (except for meal breaks) immediately thereafter continues such work shall on being relieved from duty be entitled to be absent until he has had eight consecutive hours off duty without deduction of pay for ordinary time of duty occurring during such absence.

(d) Employees, other than on shift, required to work on Sundays or public holidays shall be paid for a minimum of three hours' work.

**EXTRA RATES NOT CUMULATIVE.**

10. Extra rates in this Determination, except rates prescribed in clause 4 are not cumulative so as to exceed the maximum of double the ordinary rates.

**PAYMENT OF WAGES.**

11. (a) Wages shall be paid weekly or fortnightly.  
 (b) On the first pay day occurring during his employment, an employee shall be paid whatever wages are due to him up to the completion of his work on the previous day: Provided that this sub-clause shall not apply to employers who make a practice of allowing advances to employees approximating wages due.  
 (c) Upon termination of the employment wages due to an employee shall be paid to him on the day of such termination, or forwarded to him by post on the next working day.  
 (d) An employee kept waiting for his wages on pay day for more than a quarter of an hour after the usual time for ceasing work, shall be paid at overtime rates after that quarter hour, with a minimum of a quarter of an hour.  
 (e) On or prior to pay day, the employer shall state to each employee in writing the amount of wages to which he is entitled, the amount of deductions made therefrom, and the net amount being paid to him.

**CONTRACT OF EMPLOYMENT.***Weekly Employment.*

12. (a) Except as hereinafter provided employment shall be by the week. Any employee not specifically engaged as a casual employee shall be deemed to be employed by the week.  
 (b) Employment shall be terminated by a week's notice on either side given at any time during the week or by the payment or forfeiture of a week's wages as the case may be. This shall not affect the right of the employer to dismiss any employee without notice for malingering, inefficiency, neglect of duty, or misconduct, and in such cases the wages shall be paid up to the time of dismissal only, or to deduct payment for any day the employee cannot be usefully employed because of any strike or through any breakdown in machinery or any stoppage of work by any cause for which the employer cannot reasonably be held responsible.  
 (c) An employee not attending for duty shall, except as provided by clause 13 hereof, lose his pay for the actual time of such non-attendance.

*Casual Employment.*

- (d) A casual employee is one engaged and paid as such. A casual employee for working ordinary time shall be paid per hour one-fortieth of the weekly rate prescribed by this Determination for the work which he or she performs, plus 10 per cent.

*Late Comers.*

- (e) Notwithstanding anything elsewhere contained in this Determination an employer may select and utilize for time-keeping purposes any fractional or decimal proportion of an hour (not exceeding a quarter of an hour) and may apply such proportion in the calculation of the working time of employees who without reasonable cause promptly communicated to the employer, report for duty after their appointed starting times or cease duty before their appointed finishing times.

An employer who adopts a proportion for the aforesaid purpose shall apply the same proportion for the calculation of overtime.

**SICK LEAVE.**

13. (a) An employee on weekly hiring who is absent from his work on account of personal illness, or on account of injury by accident arising out of and in the course of his employment, shall be entitled to leave of absence, without deduction of pay, subject to the following conditions and limitations:—  
 (i) He shall not be entitled to paid leave of absence for any period in respect of which he is entitled to workers' compensation.  
 (ii) He shall within 24 hours of the commencement of such absence, inform the employer of his inability to attend for duty and, as far as practicable, state the nature of the injury or illness and the estimated duration of the absence.  
 (iii) He shall prove to the satisfaction of his employer (or in the event of dispute the Wages Board) that he was unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed.  
 (iv) He shall not be entitled in any year (whether in the employ of one employer or of several) to leave in excess of 40 hours of working time.

For the purpose of administering paragraph (iv) of this sub-clause, an employer may, within one month of this Determination coming into operation or within two weeks of the employee entering his employment, require an employee to make a sworn declaration or other written statement as to what paid leave of absence he has had from any employer during the then current year; and upon such statement the employer shall be entitled to rely and act.

*Single Day Absence.*

- (b) In the case of an employee who claims to be allowed paid sick leave in accordance with this clause for an absence of one day only such employee if in the year he has already been allowed paid sick leave on more than one occasion for one day only, shall not be entitled to payment for the day claimed unless he produces to the employer a certificate of a duly-qualified medical practitioner that in his, the medical practitioner's, opinion the employee was unable to attend for duty on account of personal illness or on account of injury by accident. Nothing in this sub-clause shall limit the employer's rights under sub-clause (a) (iii) hereof.

*Cumulative Sick Leave.*

- (c) Sick leave shall accumulate from year to year so that any balance of the period specified in sub-clause (a) (iv) of this clause which has in any year not been allowed to an employee by an employer as paid sick leave may be claimed by the employee and subject to the conditions hereinbefore prescribed shall be allowed by that employer in a subsequent year without diminution of the sick leave prescribed in respect of that year. Provided that sick leave which accumulates pursuant to this sub-clause shall be available to the employee for a period of two years, but for no longer from the end of the year in which it accrues.

(cc) Rights accrued under sub-clause (c) hereof prior to the 1st day of January, 1948, shall be preserved except that the total number of hours so accrued and not taken prior to the 1st day of January, 1948, shall be reduced by 1/11th of such total the result to be calculated to the nearest hour.

*Attendance at Hospital, &c.*

- (d) Notwithstanding anything contained in sub-clause (a) hereof an employee suffering injury through an accident arising out of and in the course of his employment (not being an injury in respect of which he is entitled to workers' compensation) necessitating his attendance during working hours on a doctor, chemist or trained nurse, or at a hospital, shall not suffer any deduction from his pay for the time (not exceeding four hours) so occupied on the day of the accident, and shall be reimbursed by the employer all expenses reasonably incurred in connexion with such attendance.

**ANNUAL HOLIDAY.**

14. The annual holiday shall be as prescribed by the provisions of the *Factories and Shops (Annual Holidays) Act 1946* (No. 5111), and any amendments which may be made thereto from time to time.

**MISCELLANEOUS.***Accommodation and Conveniences.**Boiling Water.*

15. (a) (1) Employers shall provide boiling water for employees at meal times.

*Drinking Water.*

(ii) Employers shall provide for the use of employees in workshops a sufficient supply of wholesome cool drinking water from bubble taps or other suitable drinking fountains.

*First-Aid Outfit.*

(iii) In each workshop, and at other places where employees are regularly employed, the employer shall provide and continuously maintain, at a place or places reasonably accessible to all employees, an efficient first-aid outfit.

Clause 8 of Chapter 9 of the Regulations under the *Factories and Shops Act 1928* requires that a first-aid ambulance chest shall be kept in some accessible place upon the premises and that such chest shall be equipped and supplied with the following articles :—

Articles.	Quantities to be kept in Ambulance Chest—
Antiseptic solution .. .. .	1 bottle
Bandages, cotton and gauze .. .. .	1 dozen assorted sizes
Castor oil .. .. .	2 oz.
Iodine, tincture of .. .. .	2 oz.
Manual, first-aid .. .. .	1
Petrolatum, carbolized .. .. .	1 jar
Picric acid solution, made according to the following recipe or prescription :— 1½ teaspoonfuls of powdered picric acid, 3 oz. of absolute alcohol, and 2 pints of distilled water	1 pint
Pins, safety .. .. .	1 packet
Sal volatile .. .. .	6 oz.
Scissors .. .. .	1 pair
Tourniquet .. .. .	1
Tweezers .. .. .	1 pair
Cotton, absorbent .. .. .	} An adequate assortment
Gauze, sterilized, plain .. .. .	
Lint, absorbent .. .. .	
Plaster, adhesive .. .. .	

*Lockers.*

(iv) An employer shall at some reasonably convenient place on his premises provide a suitable locker for each employee in his workshop, or hanging facilities which afford reasonable protection for employees' clothes. In any case in which compliance with this paragraph necessitates the provision of lockers or new or improved hanging facilities, they shall be provided by the 1st July, 1946, unless the employer proves to the satisfaction of the Wages Board that he is unable by reason of shortage of material or labour or any other difficulties to provide such new or improved facilities, in which case their provision may be postponed for such period or periods as the Wages Board determines.

*Washing and Sanitary Conveniences.*

(v) Employers shall provide proper and sufficient washing and sanitary conveniences.

*Clothing, Equipment and Tools.**Damage to Clothing and Tools.*

(b) (i) Compensation to the extent of the damage sustained shall be made where in the course of the work clothing or tools are damaged or destroyed by fire or molten metal or through the use of corrosive substances. Provided that the employer's liability in respect of tools shall be limited to such tools of trade as are ordinarily required for the performance of the employee's duties.

*Gloves.*

(ii) Such suitable canvas or leather gloves shall be provided by employers for employees as the foreman and employee may agree.

In case of disagreement between the foreman and workman, the workman or a shop steward on his behalf shall be entitled within 24 hours, to ask for a decision on the workman's claim by the employer's industrial officer (if there be one) or otherwise by the employer or the executive officer responsible for the management or superintendence of the plant concerned. In such case a decision shall be given on the workman's claim within 48 hours of its being asked for (unless that time expires on a non-working day, in which case it shall be given during the next working day), or else the said equipment shall be provided.

In any case where an organization alleges that an employer or his representative is persistently unreasonable or capricious in relation to such claims, it may bring such case before the Wages Board.

*Goggles.*

(iii) Suitable mica or other goggles shall be provided by the employer for each employee using emery wheels or where used by more than one employee such goggles shall be sterilized before being used by another employee. An employee when working on emery wheels shall wear the goggles provided for his protection.

Goggles containing celluloid shall not be considered suitable for the purposes of this provision.

*Females—Rest Period and Seats.*

(c) Female employees shall be allowed a rest period of not less than ten minutes during each day or shift, to be taken during the first or second half of the day or shift as may be decided by a majority of the female employees in a shop.

When requested by employees and where practicable suitable seats shall be provided by the employer for female employees.

*SHOP STEWARDS.*

16. An employee appointed shop steward in the shop or department in which he is employed shall, upon notification thereof to his employer, be recognized as the accredited representative of the union to which he belongs, and he shall be allowed the necessary time during working hours to interview the employer or his representative on matters affecting employees whom he represents.

*RIGHT OF ENTRY OF UNION OFFICIALS.*

17. (a) For the purpose of interviewing employees on legitimate union business, a duly accredited union representative shall have the right to enter employers' premises during the midday meal break on the following conditions :—

(i) That he produces his authority to the gatekeeper or such other person as may be appointed by the employer ;

(ii) That he interviews employees only at places where they are taking their meal ;

(iii) That not more than one representative of each of not more than three unions be on the premises at any one time ;

(iv) That no one representative visit the premises more than once in each week ;

(v) That if any employer alleges that a representative is unduly interfering with his work or is creating dissatisfaction amongst his employees, or is offensive in his methods, or is committing a breach of any of the previous conditions, such employer may refuse the right of entry, but the representative shall have the right to bring such refusal before the Wages Board.

Provided that where certain employees are working under a system of shift work which precludes a representative from interviewing them during the midday meal break, the representative shall have the right to enter the employer's premises for the purpose of interviewing such employees at such time and under such conditions as to notice as may be mutually arranged by the representative and the employer or, failing agreement at such times, and under such conditions as the Wages Board may decide.

(b) For the purpose of investigating complaints concerning the application of this Determination, or the employment of females upon work which is alleged to be unsuitable for females, a duly accredited union representative shall be afforded reasonable facilities for entering an employer's workshop or plant during working hours, subject to the following conditions:—

- (i) That he discloses to the employer or his representative the complaint which he desires to investigate;
- (ii) that he makes his investigations in the presence of the employer or his representative (if the employer so desires);
- (iii) that he does not interfere with work proceeding in the workshop or plant;
- (iv) that he conducts himself properly.

(c) A union representative shall be a duly accredited representative of an organization concerned if he be the holder for the time being of a certificate, signed by the general secretary of that organization and bearing the seal of that organization, in the following form, or in a form not materially differing therefrom:—

(Name of organization.)

THIS IS TO CERTIFY THAT  
above-mentioned organization.

is a duly accredited representative of the  
General Secretary.

(SEAL.)

Date—

Specimen signature of holder.  
Strictly not transferable.

**TIME AND WAGES BOOK.**

18. (a) Each employer shall keep a record from which can be readily ascertained the name of each employee and his occupation, the hours worked each day, and the wages and allowances paid each week.

(b) The time occupied by an employee in filling in any time record or cards or in the making of records shall be treated as time of duty, but this does not apply to checking in or out when entering or leaving the employer's premises.

(c) The time and wages record shall be open for inspection to a duly accredited union official during the usual office hours at the employer's office or other convenient place. Provided that an inspection shall not be demanded unless the secretary of the union or the district secretary or organizer of any division suspects that a breach of the Determination has been committed. Provided also that only one demand for such inspection shall be made in one fortnight at the same establishment.

(d) The official making such inspection shall be entitled to take a copy of entries in a time and wages record relating to the suspected breach of the Determination.

**NOTICE BOARD.**

19. The employer shall permit a notice board of reasonable dimensions to be erected in a prominent position in his establishment, upon which accredited union representatives shall be permitted to post formal union notices, signed or countersigned by the representative posting same.

Any notice posted on such board not so signed or countersigned may be removed by an accredited union representative or by the employer.

**DEFINITIONS.**

20. "Confined space" means a compartment or space, access to which is through a manhole or similar opening, or a place the dimensions of which necessitate an employee working in a stooped or otherwise cramped position.

"Sunday" means all time between midnight Saturday and midnight Sunday.

"Year" means the period between the 1st day of June in each year and the next 31st day of May.

"File anneal loader" means an adult employee who performs the manual operations incidental to annealing.

"File bar clipper" means an adult employee who shears bars to multiple lengths in a shearing machine.

"File chisel whetter" means an adult employee, with not less than one year's experience in the trade, who whets file cutting chisels by hand.

"File cropper" means an adult employee who crops tangs and points on a cropping machine.

"File edge grinder" means an adult employee who operates a file edge grinding machine.

"File grinder—other" means an adult employee who operates a centreless type grinding machine for grinding files.

"File hardener" means an adult employee who hardens files from a lead pot with or without the aid of a hardening fixture.

"File inspector—first class" means an adult employee with not less than one year's experience as inspector or cutter engaged on the inspection of cut files.

"File inspector—other" means an adult employee engaged on the inspection of files or blanks.

"File point roller" means an adult employee who forges file points on a forging rolls.

"Hand hammer file forger" means an adult employee who forges tangs and points under a power hammer.

"Half round or round file grinder" means an adult employee who operates a half round or round double plate grinder.

**PAYMENT BY RESULTS.**

21. Any system of payment by results now operating may continue subject to the payment of the minimum rates prescribed by the Determination.

**PERIODICAL ADJUSTMENT OF WAGES.**

22. The wages rates set out in clause 2 are based upon the following basic wage rates, and, pursuant to the provisions of Section 21 of the *Factories and Shops Act 1934*, the Board hereby determines that such rates shall be automatically adjusted by the same amount and at the same time as such basic wage as proscribed by clause 23.

*Basic Wage.*

Place.	Needs Basic Wage (Adjustable).	Loading Constant.	Total Basic Wage.	Index Number Set Assigned.
	£ s. d.	s. d.	£ s. d.	
Victoria—				
Within 20 miles of G.P.O., Melbourne, 10 miles of G.P.O., Geelong, at Warrnambool, and within Mildura and Gippsland Districts	6 4 0	6 0	6 10 0	Melbourne
Yallourn—6s. 6d. in excess of basic wage for Melbourne.				
Elsewhere—3s. less than the contemporaneous basic wage for Melbourne.				

**ADJUSTMENT OF BASIC WAGE.**

23. (a) For the purposes of this Determination, the expression "Commonwealth Statistician's 'all items' retail price index numbers" or any like expression means the numbers stated to be such index numbers in any document purporting, and not proved to be wrongly so purporting, to be printed by the Commonwealth Government Printer or to be signed by or on behalf of the Commonwealth Statistician.

(b) Until the beginning of the first pay period to commence in February, 1950, the amounts of the Basic Wage shall be as prescribed in clause 22.

(c) During each future successive period beginning with the first pay period to commence in a February, a May, an August, or a November, the amount of the needs basic wage shall be adjusted by the following method, namely, by multiplying the last published Commonwealth Statistician's "all items" retail price index number by the factor '087 taken to one place of decimals, the resultant whole number being the amount of the basic wage expressed in shillings, but should the decimal number reach .5 or more the basic wage shall be taken to the next higher shilling.

(d) The wages of adult females, junior females, and male juniors shall be the percentages of the contemporaneous needs basic wage proscribed for the area in which they are employed, and in addition thereto the constant and special loadings specified in clause 3 of this Determination.

MARGINAL RATES.

24. In addition to the basic wage provided in clause 22 the margins and loadings set out in this clause shall be the minimum rates payable to employees therein named :—

Classification.	Margins Per Week.		Special Loadings Per Week.	
	£.	d.	£.	d.
File chisel whetter .. .. .	34	0	4	0
File inspector—First class .. .. .	30	0	3	0
File inspector (other)—				
(a) First three months' experience as such .. .. .	19	0	3	0
(b) Thereafter .. .. .	24	0	3	0
Automatic file blanking machine operator—				
(a) First three months' experience as such .. .. .	19	0	3	0
(b) Thereafter .. .. .	30	0	3	0
File cutter—				
(a) First three months' experience as such .. .. .	19	0	3	0
(b) Thereafter .. .. .	30	0	3	0
Hand hammer file forger—				
(a) First three months' experience as such .. .. .	19	0	3	0
(b) Thereafter .. .. .	30	0	3	0
File tang roller—				
(a) First three months' experience as such .. .. .	19	0	3	0
(b) Thereafter .. .. .	30	0	3	0
File compound controller .. .. .	28	6	3	0
File edge grinder—				
(a) First three months' experience as such .. .. .	22	0	3	0
(b) Thereafter .. .. .	28	0	3	0
File side grinder—				
(a) First three months' experience as such .. .. .	22	0	3	0
(b) Thereafter .. .. .	28	0	3	0
File hardener—				
(a) First three months' experience as such .. .. .	19	0	3	0
(b) Thereafter .. .. .	28	0	3	0
File point roller—				
(a) First three months' experience as such .. .. .	19	0	3	0
(b) Thereafter .. .. .	28	0	3	0
File bar clipper—				
(a) First three months' experience as such .. .. .	19	0	3	0
(b) Thereafter .. .. .	25	0	3	0
File roll flattener—				
(a) First three months' experience as such .. .. .	19	0	3	0
(b) Thereafter .. .. .	25	0	3	0
File brander—				
(a) First three months' experience as such .. .. .	19	0	3	0
(b) Thereafter .. .. .	25	0	3	0
Half round or round file grinder—				
(a) First three months' experience as such .. .. .	22	0	3	0
(b) Thereafter .. .. .	24	0	3	0
File tang and point trimmer—				
(a) First three months' experience as such .. .. .	19	0	3	0
(b) Thereafter .. .. .	22	0	3	0
File miller—				
(a) First three months' experience as such .. .. .	19	0	3	0
(b) Thereafter .. .. .	24	0	3	0
File acider .. .. .	24	0	3	0
File sand blaster .. .. .	22	6	3	0
Semi automatic hammer file forger .. .. .	22	0	3	0
File straightener (hand) .. .. .	22	0	3	0
File grinder (other) .. .. .	22	0	3	0
File edge setter (machine or hand) .. .. .	22	0	3	0
File stripper (machine or hand) .. .. .	22	0	3	0
File chisel grinder .. .. .	22	0	3	0
File cropper .. .. .	22	0	3	0
File point grinder .. .. .	22	0	3	0
File safe edger .. .. .	22	0	3	0
File tang bluer .. .. .	22	0	3	0
File anneal loader .. .. .	20	0	3	0
File straightener (machine) .. .. .	19	0	3	0
File counter .. .. .	19	0	3	0
File drier .. .. .	19	0	3	0
File oiler .. .. .	19	0	3	0
File paster .. .. .	19	0	3	0
File ringer .. .. .	19	0	3	0
Other employees with not less than three months' experience in this industry .. .. .	6	0	3	0
All others .. .. .	Nil.		3	0

A. V. BARNES, J.P., Chairman.

J. W. RYAN, Secretary.

Melbourne, 5th December, 1949.

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FRIDAY, JANUARY 13.

[1950

Factories and Shops Acts.

DETERMINATION OF THE OVENMAKERS BOARD.

NOTE.—Since the 2nd July, 1946, this Determination has applied to the whole of the State of Victoria.

IN accordance with the provisions of the Factories and Shops Acts the Wages Board which since the 19th October, 1936, has had the power to determine the lowest prices or rates which may be paid to any person or persons or classes of persons (other than moulders) wheresoever employed:—

(a) in the process, trade, or business of a maker of ovens, stoves, or ranges, or parts thereof;

(b) in the process, trade, or business of vitreous enamelling ovens, stoves, or ranges, or parts thereof—

has made the following Determination, namely:—

1. That as from the beginning of the first pay period to commence on or after the 19th December, 1949, the last previous Determination of this Board shall be revoked and replaced by this Determination.

2.

WAGES PER WEEK OF 40 HOURS.

	Within the Metropolitan District; the Cities of Geelong, Geelong West, and the Town of Newtown and Chilwell, and the City of Warrnambool.	Other Parts of Victoria.
	<i>s. d.</i>	<i>s. d.</i>
<b>STOVEMAKING SECTION.</b>		
Fitter making, repairing, assembling, re-assembling, setting, installing (other than electrical installation) or testing fuel cooking stoves, ovens, gas or electric stoves—		
Up to 3 ft. 6 in. in width .. .. .	158 0	155 0
Between 3 ft. 6 in. and 5 feet in width .. .. .	161 0	158 0
Fitter making, repairing, setting or installing (other than electrical installation) gas or electric stoves or other cooking or heating appliances over 5 feet in width by jobbing methods .. .. .	175 6	172 6
Fitter mainly engaged on sheet metal work and sheet metal workers preparing material for assembling .. .. .	161 0	158 0
Tester not engaged as fitter .. .. .	150 0	147 0
Pattern and moulding box fitter and filer .. .. .	161 0	158 0
Painter, brush .. .. .	151 0	148 0
Painter, spray .. .. .	154 0	151 0
Press operator .. .. .	152 0	149 0
Other power machinist .. .. .	149 0	146 0
Polisher and grinder .. .. .	158 0	155 0
Stove blacksmith .. .. .	155 0	152 0
Electroplater in charge .. .. .	167 0	164 0
Electroplater's assistant .. .. .	153 0	150 0
Labourer delivering material to and taking finished articles from fitters .. .. .	147 0	144 0
Stove blacksmith's striker .. .. .	150 0	147 0
Labourer directly assisting workmen whose margins exceed 26s. per week .. .. .	153 0	150 0
Other employees with not less than three months' experience in the industry .. .. .	139 0	136 0
All others .. .. .	133 0	130 0

WAGES PER WEEK OF 40 HOURS.

	Within the Metropolitan District: the Cities of Geelong, Geelong West, and the Town of Newtown and Chilwell, and the City of Warrnambool.	Other Parts of Victoria.
<b>PORCELAIN ENAMELLING SECTION.</b>		
	<i>s. d.</i>	<i>s. d.</i>
Fuser .. .. .	162 0	159 0
Fuser's assistant .. .. .	153 0	150 0
Mill hand and mixer .. .. .	153 0	150 0
Sprayer .. .. .	154 0	151 0
Shot and sand-blast dresser .. .. .	159 0	156 0
Other dresser .. .. .	154 0	151 0
Swiller, gripper, and brusher .. .. .	150 0	147 0
Pickler .. .. .	150 0	147 0
Racksman .. .. .	148 0	145 0
Other employees with not less than three months' experience in the industry .. .. .	139 0	136 0
All others .. .. .	133 0	130 0

**3. JUNIOR MALE AND FEMALE LABOUR.**

	Percentage of Needs Basic Wage.	Adjustable Portion of Wage.	Loading (Constant).	Additional Amount.	Total Wage.
	Per Week.	Per Week.	Per Week.	Per Week.	Per Week.
<i>Junior Males.</i>					
		<i>s. d.</i>	<i>s. d.</i>	<i>s. d.</i>	<i>s. d.</i>
Under 16 years of age .. .. .		16 6	0 6	1 6	18 6
16 and under 17 years of age .. .. .		42 9	0 9	2 6	46 0
17 and under 18 years of age .. .. .		75 6	1 0	4 6	81 0
18 and under 19 years of age .. .. .		94 0	2 0	6 0	102 0
19 and under 21 years of age .. .. .		113 6	2 6	7 0	123 0
<i>Adult Females.</i>					
If of less than twelve months' experience .. .. .	65		3 0	6 0	89 6
Of twelve months' experience or more .. .. .	75		3 0	7 0	103 0
<i>Junior Females.</i>					
17 years of age and under .. .. .	40		1 0	3 6	54 0
18 years of age .. .. .	47½		1 3	4 0	64 0
19 years of age .. .. .	55		1 6	4 6	74 0
20 years of age .. .. .	62½		2 0	5 0	84 6

Females and unapprenticed male juniors may be employed on piece-work subject to clause 17 hereof. The wages of male juniors in receipt of 20s. per week or more shall be adjusted proportionately to adjustments of the needs basic wage in terms of clause 24 hereof, such adjustments to be made to the nearest 3d., half or less than half of 3d. to be disregarded. The wages of females shall be calculated to the nearest 6d., any broken part of 6d. in the result not exceeding 3d. to be disregarded.

**SPECIAL RATES.**

4. In addition to the wages prescribed in clauses 2 and 3 hereof, the following special rates and allowances shall be paid:—
  - (a) Leading hands in charge of not less than three and not more than ten employees, including apprentices, 9s. per week extra; more than ten and not more than twenty employees, including apprentices, 18s. per week extra; more than twenty employees, including apprentices, 27s. per week extra.
  - (b) Working in wet places, 1½d. per hour extra. Working in confined spaces, 3d. per hour extra.
  - (c) Working for more than one hour in the shade in places where the temperature is raised by artificial means to between 115 and 130 degrees Fahrenheit, 1½d. per hour extra; in places where the temperature exceeds 130 degrees Fahrenheit, 3d. per hour extra. Where work continues for more than two hours in temperatures exceeding 130 degrees Fahrenheit, employees shall also be entitled to twenty minutes' rest after every two hours work without deduction of pay. The temperature shall be decided by the foreman of the work after consultation with the employees who claim the extra rate.
  - (d) Dirty work, i.e., work which a foreman and workman shall agree is of an unusually dirty or offensive nature, 1½d. per hour extra.
  - (e) Compensation to the extent of damage sustained shall be made for work in which clothing or tools are damaged or destroyed by the use of acids.
  - (f) Where more than one of the disabilities entitling a workman to extra rates exist on the same job, the employer shall be bound to pay only one rate, viz., the highest for the disabilities so prevailing.

**HOURS OF EMPLOYMENT.**

*Day Workers.*

5. (a) The ordinary hours of work shall be 40 per week to be worked in five days of not more than 8 hours (Monday to Friday inclusive) and one day (Saturday) of not more than 4 hours; or five days (Monday to Friday inclusive) of 8 hours each continuously except for meal breaks at the discretion of the employer, between 7 a.m. and 5.30 p.m. on Monday to Friday inclusive, and 7 a.m. and noon on Saturday.

In localities where the recognized half-holiday is on a day other than Saturday the day so recognized may be substituted for Saturday for all the purposes of this Determination.

Provided that the spread of hours or the daily hours prescribed may be altered as to all or a section of the employees by mutual agreement between an employer and the representative of the union in that shop.

*Five-Days Week.*

- (b) In any case in which the ordinary week's work of 40 hours can be performed in five days as aforesaid without—
- (i) detriment to the public interest;
  - (ii) loss in the value of goods handled or to be handled;
  - (iii) reducing the efficiency of production; or
  - (iv) reducing the efficacy of the necessary service.

the employer shall allow those employees who so desire to do so to work their ordinary hours in five days as aforesaid. Any dispute as to whether the ordinary hours of work can in any case or cases be worked in five days without detriment, loss or reduction as aforesaid shall be determined by the Wages Board upon application made by or on behalf of the employees. Upon such application proof that the working of a five-days week will result in such detriment, loss or reduction as aforesaid shall be upon the employer.

This sub-clause shall not apply to employees engaged on the maintenance and servicing of plant and it is a condition of the allowing of a five-days week hereunder that if required employees shall comply with the reasonable and lawful orders of the employer as to working overtime, including the work of overtime on Saturday.

*OVERTIME.*

6. (a) For all work done outside ordinary hours the rates of pay shall be time and a half for the first four hours and double time thereafter, such double time to continue until the completion of the overtime work. Provided that in the case of an apprentice or a junior the rate for overtime shall be not less than the rate herein prescribed or 1s. 6d. per hour, whichever is the higher.

Except as provided in sub-clause (b) hereof in computing overtime each day's work shall stand alone.

*Rest Period After Overtime.*

(b) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least eight consecutive hours off duty between the work of successive days.

An employee (other than a casual employee) who works so much overtime between the termination of his ordinary work on one day and the commencement of his ordinary work on the next day that he has not at least eight consecutive hours off duty between those times shall, subject to this sub-clause, be released after completion of such overtime until he has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If on the instructions of his employer such an employee resumes or continues work without having had such eight consecutive hours off duty he shall be paid at double rates until he is released from duty for such period and he shall then be entitled to be absent until he has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

*Call Back.*

(c) An employee recalled to work overtime after leaving his employer's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of three hours' work at the appropriate rate for each time he is so recalled: provided that except in the case of unforeseen circumstances arising, the employee shall not be required to work the full three hours if the job he was recalled to perform is completed within a shorter period. This sub-clause shall not apply in cases where it is customary for an employee to return to his employer's premises to perform a specific job outside his ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

Overtime worked in the circumstances specified in this sub-clause shall not be regarded as overtime for the purposes of sub-clause (b) hereof where the actual time worked is less than three hours on such recall or on each of such recalls.

*Saturday Work—Five-days Week.*

(d) A day worker on a five-days week required to work overtime on a Saturday shall be afforded at least three hours' work or paid for three hours at the appropriate rate except where such overtime is continuous with overtime commenced on the previous day.

*Standing By.*

(e) Subject to any custom now prevailing under which an employee is required regularly to hold himself in readiness for a call back, an employee required to hold himself in readiness to work after ordinary hours shall until released be paid standing-by time at ordinary rates from the time from which he is to hold himself in readiness.

*Meal Hours—General.*

(f) For work done during meal hours and thereafter until a meal-hour break is allowed, time and a half rates shall be paid. An employee shall not be compelled to work for more than six hours without a break for a meal.

*Meal Hours—Maintenance Employees.*

(g) Subject to the provisions of the second part of sub-clause (f) hereof an employee employed as a regular maintenance man shall work during meal breaks at the ordinary rates herein prescribed whenever instructed to do so for the purpose of making good break-downs of plant or upon routine maintenance of plant which can only be done while such plant is idle.

*Crib Time.*

(h) An employee working overtime shall be allowed a crib time of twenty minutes without deduction of pay after each four hours of overtime worked if the employee continues work after such crib time.

Provided that where a day worker on a five-days week is required to work overtime on a Saturday the first prescribed crib time shall, if occurring between 10 a.m. and 1 p.m., be paid at ordinary rates.

Unless the period of overtime is less than one and a half hours an employee before starting overtime after working ordinary hours shall be allowed a meal break of twenty minutes which shall be paid for at ordinary rates. An employer and employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that the employer shall not be required to make any payment in respect of any time allowed in excess of twenty minutes.

*Tea Money.*

(i) An employee required to work overtime for more than two hours without being notified on the previous day or earlier that he will be so required to work shall be supplied with a meal by the employer or paid 2s. and 1s. 3d. for each subsequent meal, but such payment need not be made to employees living in the same locality as their workshops who can reasonably return home for meals.

Unless the employer advises an employee on the previous day or earlier that the amount of overtime to be worked will necessitate the partaking of a second or subsequent meal (as the case may be) the employer shall provide such second and/or subsequent meals or make payment in lieu thereof as above prescribed.

If an employee pursuant to notice has provided a meal or meals and is not required to work overtime or is required to work less than the amount advised he shall be paid as above prescribed for meals which he has provided, but which are surplus.

*Transport of Employees.*

(j) When an employee, after having worked overtime, or a shift for which he has not been regularly rostered, finishes work, at a time when reasonable means of transport are not available, the employer shall provide him with a conveyance to his home or pay him his current wage for the time reasonably occupied in reaching his home.

*Compulsory Overtime.*

(k) An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.

## SHIFT WORK.

7. (a) For the purpose of this clause—

- “Afternoon shift” means any shift finishing after 6 p.m. and at or before midnight.  
 “Continuous work” means work carried on with consecutive shifts of men throughout the twenty-four hours of each of at least six consecutive days without interruption except during breakdowns or meal breaks, or due to unavoidable causes beyond the control of the employer.  
 “Night shift” means any shift finishing subsequent to midnight and at or before 8 a.m.  
 “Rostered shift” means a shift of which the employee concerned has had at least 48 hours’ notice.

*Hours—Continuous Work Shifts.*

(b) This sub-clause shall apply to shift workers on continuous work as hereinbefore defined.

The ordinary hours of such shift workers shall not exceed—

- (i) 8 in any one day; or
- (ii) 48 in any one week; or
- (iii) 88 in 14 consecutive days; or
- (iv) 160 in 28 consecutive days.

Subject to the following conditions such shift workers shall work at such times as the employer may require—

- (i) a shift shall consist of not more than 8 hours, inclusive of crib time;
- (ii) except at the regular change-over of shifts an employee shall not be required to work more than one shift in each 24 hours;
- (iii) twenty minutes shall be allowed to shift workers each shift for crib, which shall be counted as time worked.

*Hours—Other than Continuous Work.*

(c) This sub-clause shall apply to shift workers not upon continuous work as hereinbefore defined. The ordinary hours of such workers shall not exceed—

- (i) 40 in any week to be worked in five shifts of 8 hours on Monday to Friday inclusive, or five shifts of not more than 8 hours and one shift (Saturday) of not more than four hours; or
- (ii) 80 in 14 consecutive days, in which case an employee shall not, without payment for overtime, be required to work more than 8 consecutive hours on any shift or more than six shifts in any week; or
- (iii) 120 in 21 consecutive days, in which case an employee shall not, without payment for overtime, be required to work more than 8 consecutive hours on any shift or more than six shifts in any week.

Such ordinary hours shall be worked continuously, except for meal breaks, at the discretion of the employer. An employee shall not be required to work for more than six hours without a break for a meal.

Except at regular change-over of shifts an employee shall not be required to work more than one shift in each 24 hours.

*Rosters.*

(d) Shift rosters shall specify the commencing and finishing times of ordinary working hours of the respective shifts.

*Variation by Agreement.*

(e) The method of working shifts may in any case be varied by agreement between the employer and the accredited representative of the union to suit the circumstances of the establishment.

The time of commencing and finishing shifts once having been determined may be varied by agreement between the employer and the accredited representative of the union to suit the circumstances of the establishment, or in the absence of agreement by seven days’ notice of alteration given by the employer to the employees.

*Afternoon or Night Shifts.*

(f) Shift workers on continuous work whilst on afternoon or night shifts shall be paid  $7\frac{1}{2}$  per cent more than the ordinary rates for such shifts.

Shift workers on other than continuous work whilst on afternoon or night shifts shall be paid 10 per cent. more than the ordinary rates for such shifts.

Shift workers who work on any afternoon or night shift which does not continue for at least five successive afternoons or nights in a five-day workshop or for at least six successive afternoons or nights in a six-day workshop shall be paid at the rate of time and a half.

An employee who—

- (i) during a period of engagement on shift works night shift only; or
- (ii) remains on night shift for a longer period than four consecutive weeks; or
- (iii) works on a night shift which does not rotate or alternate with another shift or with day work so as to give him at least one-third of his working time off night shift in each shift cycle,

shall during such engagement, period or cycle, be paid at the rate of time and a quarter for all time worked during ordinary working hours on such night shifts.

The minimum rate to be paid to any shift worker for work performed between midnight on Friday and midnight on Saturday shall be time and a quarter. Such extra rate to be in substitution for and not cumulative upon the shift premiums prescribed in the first and second paragraphs of sub-clause (f) hereof.

*Overtime.*

(g) Shift workers for all time worked in excess of or outside the ordinary working hours prescribed by this Determination or on a shift other than a rostered shift shall—

- (i) if employed on continuous work be paid at the rate of double time; or
- (ii) if employed on other shift work at the rate of time and a half for the first four hours and double time thereafter,

except in such case when the time is worked—

- (iii) by arrangement between the employees themselves;
- (iv) for the purpose of effecting the customary rotation of shifts; or
- (v) is due to the fact that the relief man does not come on duty at the proper time; or
- (vi) on a shift to which an employee is transferred on short notice as an alternative to standing the employee off in circumstances which would entitle the employer to deduct payment for a day in accordance with clause 13 (b) hereof.

Provided that when not less than 8 hours’ notice has been given to the employer by the relief man that he will be absent from work and the employee whom he should relieve is not relieved the unrelieved employee shall be paid at the rate of time and a half for the first 4 hours on duty after he has finished his ordinary shift and at the rate of double time thereafter except where the employee is required to continue to work on his rostered day off when he shall be paid double time.

*Compulsory Overtime.*

(g<sup>1</sup>) An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.

*Sundays and Holidays.*

(h) Shift workers on continuous work shifts for work done on a rostered shift the major portion of which is performed on a Sunday or holiday shall be paid at the rate of time and a half.

Shift workers on other than continuous work for all time worked on a Sunday or holiday shall be paid at the rates prescribed by clause 8 of this Determination. Where shifts commence between 11 p.m. and midnight on a Sunday or a holiday the time so worked before midnight shall not entitle the employee to the Sunday or holiday rate; provided that the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or holiday shall be regarded as time worked on such Sunday or holiday.

*Junior and Female Employees.*

(i) Female shift workers, apprentices or juniors whilst on afternoon or night shifts shall be paid not less than the rates hereinbefore prescribed or 1s. per shift whichever is the higher.

**HOLIDAYS AND SUNDAY WORK.**

8. (a) Employees shall be entitled to the following public holidays without loss of pay as regards employees on weekly hiring:—New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, King's Birthday, Labour Day, Anzac Day, Christmas Day, and Boxing Day, or such other day as is generally observed in the locality as a substitute for any of the said days respectively.

Provided that Christmas Day and Boxing Day, shall for the year, 1949, be deemed to fall on the 26th and 27th days of December, 1949, respectively, and that New Year's Day for the year, 1950, shall be deemed to fall on the 2nd day of January, 1950.

Any employer who has given to his employees notice under paragraph (i) of sub-clause (m) of clause 9 of this Determination of his intention to close down his plant or section or sections thereof for the purpose of allowing annual leave may alter the date of such intended closing down by substituting a date no more than two days earlier than the date of which notice was given upon giving at least one week's notice of such alteration.

By agreement between any employer and his employees, other days may be substituted for the said days or any of them as to such employer's undertaking.

(b) An employee not engaged on continuous work shall be paid at the rate of double time for work done on Sundays and public holidays, such double time to continue until he is relieved from duty:

(c) An employee, other than a casual employee, not engaged in continuous work who works on a Sunday or a public holiday and (except for meal breaks) immediately thereafter continues such work shall on being relieved from duty, be entitled to be absent until he has had eight consecutive hours off duty, without deduction of pay for ordinary time of duty occurring during such absence.

(d) Employees, other than on shift, required to work on Sundays or public holidays shall be paid for a minimum of three hours' work.

**ANNUAL LEAVE.***Period of Leave.*

9. (a) A period of fourteen consecutive days' leave shall be allowed annually to an employee after twelve months' continuous service (less the period of annual leave) as an employee on weekly hiring in any one or more of the occupations to which this Determination applies.

*Seven-day Shift Workers.*

(b) In addition to the leave hereinbefore prescribed seven-day shift workers, that is shift workers who are rostered to work regularly on Sundays and holidays shall be allowed seven consecutive days' leave including non-working days.

Where an employee with twelve months' continuous service is engaged for part of the twelve monthly period as a seven-day shift worker, he shall be entitled to have the period of fourteen consecutive days' annual leave prescribed in sub-clause (a) hereof increased by half a day for each month he is continuously engaged as aforesaid.

*Annual Leave Exclusive of Public Holidays*

(c) Subject to this sub-clause the annual leave prescribed by this clause shall be exclusive of any of the holidays prescribed by clause 8 of this Determination, and if any such holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day, there shall be added to the period of annual leave time equivalent to the ordinary time which the employee would have worked if such day had not been a holiday.

Where a holiday falls as aforesaid and the employee fails without reasonable cause proof whereof shall be upon him to attend for work at his ordinary starting time on the working day immediately following the last day of the period of his annual leave he shall not be entitled to be paid for any such holiday.

*Broken Leave.*

(d) The annual leave shall be given and taken in a continuous period or, if the employee and the employer so agree, in two separate periods and not otherwise.

*Calculation of Continuous Service.*

(e) For the purpose of this clause service shall be deemed to be continuous notwithstanding—

(i) any interruption or termination of the employment by the employer if such interruption or termination has been made merely with the intention of avoiding obligations hereunder in respect of leave of absence;

(ii) any absence from work on account of personal sickness or accident or on account of leave lawfully granted by the employer; or

(iii) any absence with reasonable cause proof whereof shall be upon the employee.

In cases of personal sickness or accident or absence with reasonable cause the employee to become entitled to the benefit of this sub-clause shall inform the employer in writing if practicable within 24 hours of the commencement of such absence of his inability to attend for duty and as far as practicable the nature of the illness injury or cause and the estimated duration of his absence. A notification given by an employee pursuant to clause 14 shall be accepted as a notification under this sub-clause.

Any absence from work by reason of any cause not being a cause specified in this sub-clause shall not be deemed to break the continuity of service for the purposes of this clause unless the employer during the absence or within fourteen days of the termination of the absence notifies the employee in writing that such absence will be regarded as having broken the continuity of service.

In cases of individual absenteeism such notice shall be given in writing to the employee concerned, but in cases of concerted or collective absenteeism notice may be given to employees by the posting up of a notification in the plant, in the manner in which general notifications to employees are usually made in that plant and by posting to each union whose members have participated in such concerted or collective absenteeism a copy of same not later than the day it is posted up in the plant.

A notice to an individual employee may be given by delivering same to him personally or by posting it to his last recorded address, in which case it shall be deemed to have reached him in due course of post.

In calculating the period of twelve months' continuous service any such absence as aforesaid shall not, except to the extent of not more than fourteen days in a twelve-monthly period in the case of sickness or accident, be taken into account in calculating the period of twelve months' continuous service.

*Calculation of Service.*

(f) Service before the date of operation of this Determination shall be taken into consideration for the purpose of calculating annual leave, but an employee shall not be entitled to leave or payment in lieu thereof for any period in respect of which leave or a payment in lieu thereof has been allowed or made under the clause hereby revoked. Provided however, that in respect of service before the 1st January, 1946, the annual leave shall be allowed at the rate of 3½ hours for each completed one month of continuous service and in respect of service after that date at the rate of 6½ hours for each completed one month of continuous service. Any broken part of a month served before the 1st January, 1946, shall for the purposes of this clause be deemed to be service after the 1st January, 1946. The period of annual leave to be allowed under this sub-clause shall be calculated to the nearest day any broken part of a day in the result not exceeding half a day to be disregarded.

Where the employer is a successor or assignee or transmittee of a business if an employee was in the employment of the employer's predecessor at the time when he became such successor or assignee or transmittee the employee in respect of the period during which he was in the service of the predecessor shall for the purpose of this clause be deemed to be in the service of the employer.

*Calculation of Month.*

(g) For the purpose of this clause a month shall be reckoned as commencing with the beginning of the first day of the employment or period of employment in question and as ending at the beginning of the day which in the latest month in question has the same date number as that which the commencing day had in its month and if there be no such day in such subsequent month shall be reckoned as ending at the end of such subsequent month.

*Leave to be Taken.*

(h) The annual leave provided for by this clause shall be allowed and shall be taken and except as provided by sub-clauses (l) and (m) hereof payment shall not be made or accepted in lieu of annual leave.

*Time of Taking Leave.*

(i) Annual leave shall be given at a time fixed by the employer within a period not exceeding six months from the date when the right to annual leave accrued and after not less than two weeks' notice to the employee.

*Leave Allowed Before Due Date.*

(j) An employer may allow annual leave to an employee before the right thereto has accrued due, but where leave is taken in such a case a further period of annual leave shall not commence to accrue until after the expiration of the twelve months in respect of which annual leave had been taken before it accrued.

Where leave has been granted to an employee pursuant to this sub-clause before the right thereto has accrued due and the employee subsequently leaves or is discharged from the service of the employer before completing the twelve months' continuous service in respect of which the leave was granted the employer may for each one complete month of the qualifying period of twelve months not served by the employee deduct from whatever remuneration is payable upon the termination of the employment one-twelfth of the amount of wage paid on account of the annual leave, which amount shall not include any sums paid for any of the holidays prescribed by clause 8 of this Determination.

*Payment for Period of Leave.*

(k) Each employee before going on leave shall be paid two weeks' wages, except a shift worker or an employee taking his leave pursuant to sub-clause (d) hereof either of whom shall be paid the amount of wage he would have received in respect of the ordinary time which he would have worked had he not been on leave during the relevant periods. For the purposes of this sub-clause and sub-clause (l) hereof, wages shall be at the rate prescribed by clauses 2 and 3, of this Determination for the occupation in which the employee was ordinarily employed immediately prior to the commencement of his leave or the termination of his employment, as the case may be. Payment in the case of employees employed on piece or bonus work or any other system of payment by results shall be at time rates.

*Proportionate Leave on Dismissal.*

(l) If after one month's continuous service in any qualifying twelve-monthly period an employee lawfully leaves his employment or his employment is terminated by the employer through no fault of the employee, the employee shall be paid at his ordinary rate of wage for 3½ hours in respect of each completed one month of continuous service before the 1st January, 1946, and for 6½ hours at the same rate in respect of each completed month of continuous service after that date, the service in each case being service in respect of which leave has not been granted hereunder.

*Annual Close Down.*

(m) Where an employer closes down his plant, or a section or sections thereof, for the purposes of allowing annual leave to all or the bulk of the employees in the plant, or section or sections concerned, the following provisions shall apply—

- (i) He may by giving not less than one month's notice of his intention so to do stand off for the duration of the close down all employees in the plant or section or sections concerned, and allow to those who are not then qualified for two full weeks' leave paid leave on a proportionate basis of one-sixth of a week's leave for each completed month of continuous service.
- (ii) An employee who has then qualified for two full weeks' leave, and has also completed a further month or more of continuous service shall be allowed his leave, and shall subject to sub-clause (f) hereof also be paid one-sixth of a week's wages in respect of each completed month of continuous service performed since the close of his last twelve-monthly qualifying period.
- (iii) The next twelve-monthly qualifying period for each employee affected by such close down shall commence from the day on which the plant, or section or sections concerned is re-opened for work.  
Provided that all time during which an employee is stood off without pay for the purposes of this sub-clause shall be deemed to be time of service in the next twelve-monthly qualifying period.
- (iv) If in the first year of his service with an employer an employee is allowed proportionate annual leave under paragraph (i) hereof, and subsequently within such year lawfully leaves his employment or his employment is terminated 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.

**SHOP STEWARDS.**

10. Any employee appointed shop steward in the shop or department in which he is employed shall upon notification thereof to his employer, be recognized as the accredited representative of the union to which he belongs, and he shall be allowed the necessary time during working hours to interview the employer or his representative on matters affecting employees whom he represents.

**RIGHT OF ENTRY OF UNION OFFICIALS.**

11. A duly accredited representative of the Association shall have the right to enter employers' workshops during the midday meal hour for the purpose of interviewing employees on legitimate union business on the following conditions:—

- (i) That he produces his authority to the gatekeeper or such other person as may be appointed by the employer.
- (ii) That he interviews employees only at the places where they are taking their meal.
- (iii) That not more than one representative in all be in any workshop at any one time.
- (iv) That no one representative visit a workshop more than once in each week.
- (v) That if any employer alleges that a representative is unduly interfering with his workshop or is creating disaffection amongst his employees, or is offensive in his methods, or is committing a breach of any of the previous conditions, such employer may refuse the right of entry, but the representative shall have the right to bring such refusal before the Wages Board.
- (vi) The official making such inspection shall be entitled to take a copy of entries in a time and wages book relating to the suspected breach of the Determination

## TRAVELLING TIME, ALLOWANCE AND BOARD.

*Travelling and Board.*

12. (a) An employee who on any day or from day to day is required to work at a job away from his accustomed workshop or depot shall at the direction of his employer present himself for work at such job at the usual starting time; but for all time reasonably spent in reaching and returning from such job (in excess of the time normally spent in travelling from his home to such workshop or depot and returning) he shall be paid travelling time, and also any fares reasonably incurred in excess of those normally incurred in travelling between his home and such workshop or depot.

(b) An employee—

- (i) engaged in one locality to work in another; or
- (ii) sent from his usual locality to another for employment which can reasonably be regarded as permanent, involving a change of residence, shall be paid travelling time whilst necessarily between such localities, and, for a period not exceeding three months, expenses.

(c) An employee sent from his usual locality to another (in circumstances other than those prescribed in sub-clause (b) hereof) and required to remain away from his usual place of abode shall be paid travelling time whilst necessarily travelling between such localities, and expenses whilst so absent from his usual locality.

(d) The rate of pay for travelling time shall be ordinary rates, except on Sundays and holidays, when it shall be time and a half.

(e) The maximum travelling time to be paid for shall be twelve hours out of every twenty-four hours, or when sleeping berth is provided by the employer for all-night travel, eight hours out of every twenty-four.

(f) "Expenses" for the purpose of this clause means—

(i) All fares reasonably incurred.

For boat travel the fares allowed shall be first-class on coastal boats, and on interstate boats where there is no second-class as distinct from steerage; and for rail travel, second-class, except where all-night travelling is involved, when they shall be first-class, with sleeping berth where available.

(ii) Reasonable expenses incurred whilst travelling, including 2s. 6d. for each meal taken.

(iii) A reasonable allowance to cover the cost incurred for board and lodging.

## CONTRACT OF EMPLOYMENT.

13. (a) Except as hereinafter provided, employment shall be by the week. Any employee not specifically engaged as a casual employee shall be deemed to be employed by the week.

(b) Employment shall be terminated by a week's notice on either side given at any time during the week or by the payment or forfeiture of a week's wages as the case may be. This shall not affect the right of the employer to dismiss any employees without notice for malingering, inefficiency, neglect of duty or misconduct, and in such cases the wages shall be paid up to the time of dismissal only or to deduct payment for any day the employee cannot be usefully employed because of any strike or through any breakdown in machinery or any stoppage of work by any cause for which the employer cannot reasonably be held responsible.

(c) An employee not attending for duty shall except as provided by clause 14 hereof lose his pay for the actual time for such non-attendance.

*Casual Employment.*

(d) A casual employee is one engaged and paid as such. A casual employee for working ordinary time shall be paid per hour one-fortieth of the weekly rate proscribed by this Determination for the work which he or she performs plus 10 per cent.

*Late Comers.*

(e) Notwithstanding anything elsewhere contained in this Determination, an employer may select and utilize for time-keeping purposes any fractional or decimal proportion of an hour (not exceeding a quarter of an hour) and may apply such proportion in the calculation of the working time of employees who without reasonable cause promptly communicated to the employer, report for duty after their appointed starting times or cease duty before their appointed finishing times.

An employer who adopts a proportion for the aforesaid purpose shall apply the same proportion for the calculation of overtime.

## SICK LEAVE.

14. (a) An employee on weekly hiring who is absent from his work on account of personal illness, or on account of injury by accident arising out of and in the course of his employment, shall be entitled to leave of absence, without deduction of pay, subject to the following conditions and limitations:—

- (i) He shall not be entitled to paid leave of absence for any period in respect of which he is entitled to workers' compensation.
- (ii) He shall, within 24 hours of the commencement of such absence, inform the employer of his inability to attend for duty and, as far as practicable, state the nature of the injury or illness and the estimated duration of the absence.
- (iii) He shall prove to the satisfaction of his employer (or in the event of dispute the Wages Board) that he was unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed.
- (iv) He shall not be entitled in any year (whether in the employ of one employer or of several) to leave in excess of 40 hours of working time.

For the purpose of administering paragraph (iv) of this sub-clause an employer may, within one month of this Determination coming into operation or within two weeks of the employee entering his employment, require an employee to make a sworn declaration or other written statement as to what paid leave of absence he has had from any employer during the then current year; and upon such statement the employer shall be entitled to rely and act.

*Single Day Absences.*

(b) In the case of an employee who claims to be allowed paid sick leave in accordance with this clause for an absence of one day only, such employee, if in the year he has already been allowed paid sick leave on more than one occasion for one day only, shall not be entitled to payment for the day claimed unless he produces to the employer a certificate of a duly qualified medical practitioner that in his, the medical practitioner's opinion the employee was unable to attend for duty on account of personal illness or on account of injury by accident. Nothing in this sub-clause shall limit the employer's rights under sub-clause (a) (iii) hereof.

*Cumulative Sick Leave.*

(c) Sick leave shall accumulate from year to year so that any balance of the period specified in sub-clause (a) (iv) of this clause which has in any year not been allowed to an employee by an employer as paid sick leave may be claimed by the employee and subject to the conditions hereinbefore prescribed shall be allowed by that employer in a subsequent year without diminution of the sick leave proscribed in respect of that year.

Provided that sick leave which accumulates pursuant to this sub-clause shall be available to the employee for a period of two years, but for no longer from the end of the year in which it accrues.

(cc) Rights accrued under sub-clause (c) hereof prior to the 1st day of January, 1948, shall be preserved except that the total number of hours so accrued and not taken prior to the 1st day of January, 1948, shall be reduced by 1/11th of such total the result to be calculated to the nearest hour.

*Attendance at Hospital, &c.*

(d) Notwithstanding anything contained in sub-clause (a) hereof an employee suffering injury through an accident arising out of and in the course of his employment (not being an injury in respect of which he is entitled to workers' compensation) necessitating his attendance during working hours on a doctor, chemist, or trained nurse, or at a hospital, shall not suffer any deduction from his pay for the time (nor exceeding four hours) so occupied on the day of the accident, and shall be reimbursed by the employer all expenses reasonably incurred in connexion with such attendance.

(e) For the purpose of this clause "year" means the period between the 1st day of May in each year and the next 30th day of April.

PAYMENT OF WAGES.

- 15. (a) Wages shall be paid weekly.
- (b) On the first pay day occurring during his employment, an employee shall be paid whatever wages are due to him up to the completion of his work on the previous day: Provided that this sub-clause shall not apply to employers who make a practice of allowing advances to employees approximating wages due.
- (c) Upon termination of the employment, wages due to an employee shall be paid to him on the day of such termination or forwarded to him by post on the next working day.
- (d) An employee kept waiting for his wages on pay day for more than a quarter of an hour after the usual time for ceasing work shall be paid at overtime rates after that quarter hour, with a minimum of a quarter of an hour.
- (e) On or prior to pay day, the employer shall state to each employee, in writing, the amount of wages to which he is entitled, the amount of deductions made therefrom, and the net amount being paid to him.

TIME AND WAGES BOOK.

16. Each employer shall keep a time and wages book showing the name of each employee and his occupation, and the hours worked each day and the wages and allowances paid each week.

The time occupied by an employee in filling in any time books or cards or in the making of records shall be treated as time of duty, but this does not apply to checking in or out at the beginning or end of duty.

The time and wages book shall be open for inspection at the employer's office or other convenient place of a duly accredited official of the Association during the usual office hours. Provided that no inspection shall be demanded unless the Secretary of the Association or the district secretary or organizer of any division of the Association 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. The officer making such inspection shall be entitled to take a copy of the entry in the time and wages book relating to such suspected breach of this Determination.

PAYMENT BY RESULTS.

17. (a) Subject to the minimum wages herein prescribed, an employer may remunerate any of his employees under any system of payment by results based on rates which will enable workers of average capacity to earn at least 10 per cent. in excess of their hourly or weekly rates.

(b) Any increases in prevailing daily and hourly wages resulting from this Determination shall not of themselves compel any increase in piecework rates during the term of this Determination. If in a factory piecework is extended to processes now done on weekly or hourly rates sub-clause (a) hereof shall apply.

MISCELLANEOUS.

*Accommodation and Conveniences.*

*Boiling Water.*

18. (a) (i) Employers shall provide boiling water for employees at meal times.

*Drinking Water.*

(ii) Employers shall provide for the use of employees in workshops a sufficient supply of wholesome cool drinking water from bubblers, taps, or other suitable drinking fountains.

*First-Aid Outfit.*

(iii) In each workshop, and other places where employees are regularly employed, the employer shall provide and continuously maintain at a place or places reasonably accessible to all employees an efficient first-aid outfit.

Clause 8 of Chapter 9 of the Regulations under the *Factories and Shops Act 1928* requires that a first-aid ambulance chest shall be kept in some accessible place upon the premises, and that such chest shall be equipped and supplied with the following articles:—

Articles.	Quantities to be kept in Ambulance Chest—
Antiseptic solution .. .. .	1 bottle
Bandages, cotton, and gauze .. .. .	1 dozen assorted sizes
Castor oil .. .. .	2 oz.
Iodine, tincture of .. .. .	2 oz.
Manual, first-aid .. .. .	1
Petrolatum, carbolized .. .. .	1 jar
Picric acid solution, made according to the following recipe or prescription:— 1½ teaspoonfuls of powdered picric acid, 3 oz. of absolute alcohol and 2 pints of distilled water .. .. .	1 pint
Pins, safety .. .. .	1 packet
Sal volatile .. .. .	6 oz.
Scissors .. .. .	1 pair
Tourniquet .. .. .	1
Tweezers .. .. .	1 pair
Cotton, absorbent .. .. .	} An adequate assortment
Gauze, sterilized, plain .. .. .	
Lint, absorbent .. .. .	
Plaster, adhesive .. .. .	

*Lockers.*

(iv) The employer shall at some reasonably convenient place on his premises provide a suitable locker for each employee in his workshop, or hanging facilities which afford reasonable protection for employees' clothes. In any case in which compliance with this paragraph necessitates the provision of lockers or new or improved hanging facilities, they shall be provided by the 1st July, 1946, unless the employer proves to the satisfaction of the Wages Board that he is unable by reason of shortage of material or labour or any other difficulties to provide such new or improved facilities, in which case their provision may be postponed for such period or periods as the Wages Board determines.

*Showers.*

(v) Employers shall provide for all workmen employed in foundries hot and cold shower baths, which shall be situated away from lavatories.

*Washing and Sanitary Conveniences.*

(vi) Employers shall provide proper and sufficient washing and sanitary conveniences.

*Clothing, Equipment, and Tools.*

*Damage to Clothing and Tools.*

(b) (i) Compensation to the extent of the damage sustained shall be made where in the course of the work clothing or tools are damaged or destroyed by fire or molten metal or through the use of corrosive substances. Provided that the employer's liability in respect of tools shall be limited to such tools of trade as are ordinarily required for the performance of the employee's duties.



*Gloves.*

(ii) Suitable canvas or leather gloves shall be provided by employers for operators of pneumatic tools and/or punch and shearing machines and suitable gloves or pads for such other work as the foreman and employee may agree.

In case of disagreement between the foreman and workman, the workman or a shop steward on his behalf shall be entitled, within 24 hours, to ask for a decision on the workman's claim by the employer's industrial officer (if there be one) or otherwise by the employer or the executive officer responsible for the management or superintendence of the plant concerned. In such case a decision shall be given on the workman's claim within 48 hours of its being asked for (unless that time expires on a non-working day, in which case it shall be given during the next working day), or else the said equipment shall be provided.

In any case where an organization alleges that an employer or his representative is persistently unreasonable or capricious in relation to such claims, it shall have the right to bring such case before the Wages Board.

*Goggles.*

(iii) Suitable mica or other goggles shall be provided by the employer for each employee using emery wheels or where used by more than one employee such goggles shall be sterilized before being used by another employee. An employee when working on emery wheels shall wear the goggles provided for his protection.

*Protective Clothing—Galvanizing, &c.*

(iv) Employers shall provide suitable protective aprons, rubber gloves, and rubber boots or clogs, to employees engaged in the manual handling of materials over hot galvanizing or tinning pots or pickling or plating baths.

*Protective Equipment—Welding.*

(v) Where necessary employers shall provide electric arc and oxy-acetylene operators and their assistants with the following equipment—

- (a) Suitable asbestos sheets.
- (b) Hand screens or helmets fitted with coloured glass (or in the case of oxy-acetylene operators protective glasses with side shields).
- (c) Anti-flash goggles.
- (d) Aprons, leather sleeves and leggings (or overalls of flame-proof material) and gauntlet gloves; and
- (e) Gum or other insulating boots when working in places so damp that danger of electric shock exists.

An employee who is pursuant to this paragraph supplied with any of the equipment specified herein shall wear or use as the case may be such equipment in such a way as to achieve the purpose for which it is supplied.

*Tools.*

(vi) Until further order the employer shall provide for each employee such tools as were customarily provided at the time of the making of this Determination and for sheet metal workers, snips used in the cutting of stainless steel, monel metal and similar hard metal. The employee shall replace or pay for any tools so provided if lost through his negligence.

*Dressing Castings.*

(c) Where practicable, the dressing and rumberling of castings shall not be carried out in close proximity to employees not doing that work.

*Hand-rivetting.*

(d) Hand-rivetting on rivets  $\frac{3}{8}$ -inch diameter and upwards shall be performed double handed.

*Ladles.*

(e) (i) All ladles of a holding capacity of 15 cwt. or more in use at the time of the making of this Determination shall be fitted with safety-worm gear or an equivalent safety fitting; and all ladles of a holding capacity of 10 cwt. or more hereafter brought into operation shall be fitted with safety-worm gear.

- (ii) Where molten metal is carried in ladles by hand the weight of molten metal shall not exceed :—  
Single-handled ladles—60 lb., including the weight of the ladle.  
Other ladles— $\frac{1}{2}$  cwt. per man.

(iii) Where molten metal is carried by hand, a clear passageway not less than 2 ft. 6 in. wide shall be made.

*Females—Rest Period.*

(f) Female employees shall be allowed a rest period of not less than ten minutes during each day or shift, to be taken during the first or second half of the day or shift as may be decided by a majority of the female employees in a shop.

When requested by employees and where practicable suitable seats shall be provided by the employer for female employees.

*Ventilation.*

(g) (i) While any work is being carried on in any confined or enclosed space in which—

- (a) fumes, gases, dust or vapours which may be dangerous or injurious are liable to be present or to be generated in the course of the work; or
- (b) the atmosphere may otherwise become vitiated;

the employer shall install a suction exhaust apparatus, through which by means of a power-driven fan air is drawn from the vicinity of the work in relation to which it is installed.

Where it is impracticable to install such suction exhaust apparatus the employer shall take all such steps as are necessary to ensure safe working conditions in any such confined or enclosed space.

This sub-clause shall not be deemed to be inconsistent with the Harmful Gases, Vapours, Mists, Smokes and Dust Regulations 1945 (published in the *Victoria Government Gazette* No. 21, dated 7th February, 1945) and shall not apply to any processes or occupations to which those Regulations apply.

(ii) Employers shall provide adequate ventilation in workshops where tinning or galvanizing and pickling is carried on, and in workshops where fusing of wet enamel is carried on, facilities for the free circulation of air. Any dispute under this sub-clause shall be referred to the Wages Board.

*DEFINITIONS.*

19. (a) "Wet place" means a place in which water is continually dripping from overhead to such an extent as to saturate clothing of a workman, or a place where water accumulates underfoot to a depth exceeding 2 inches.

(b) "Confined space" means a working place, the dimensions of which necessitate an employee working in a stooped or otherwise cramped position, or without proper ventilation, or where confinement within a limited space is productive of unusual discomfort.

(c) "Association" or "Union" means The Federated Agricultural Implement Machinery and Ironworkers' Association of Australia.

*NOTICE BOARD.*

20. An employer shall permit a notice board of reasonable dimensions to be erected in a prominent position in his establishment, and representatives of the Association shall be permitted to post notices of Association meetings upon such board.

*POSTING DETERMINATION.*

21. A copy of the Determination relating to work carried on in the establishment shall be kept posted in a prominent position by the employer.

*MIXED FUNCTIONS.*

22. An employee engaged for more than half of one day or shift on duties carrying a higher rate than his ordinary classification shall be paid the higher rate for such day or shift. If for less than half of one day or shift, he shall be paid the higher rate for the time so worked.

EXTRA RATES NOT CUMULATIVE.

23. Extra rates prescribed in this Determination are not cumulative so as to exceed the maximum of double the ordinary rates.

PERIODICAL ADJUSTMENT OF WAGES.

24. The wages rates set out in clause 2 are based upon the following basic wage rates for adult males and, pursuant to the provisions of section 21 of the *Factories and Shops Act 1934*, shall be automatically adjusted by the same amount and at the same time as such Basic Wage as prescribed in clause 25. Wages of male juniors in receipt of 20s. or more per week shall be adjusted proportionately to adjustments of the needs basic wage, such adjustment to be made to the nearest 3d., half or less than half of 3d. to be disregarded.

Basic Wage.

Place.	Needs Basic Wage (Adjustable).	Loading (Constant).	Total Basic Wage.	Index Number Set Assigned.
	Per week. £ s. d.	Per week. s. d.	Per week. £ s. d.	
Within the Metropolitan District; the Cities of Geelong, Geelong West and the Town of Newtown and Chilwell and the City of Warrnambool . . . . .	6 4 0	6 0	6 10 0	Melbourne
Elsewhere—3s. less than the contemporaneous basic wage for Melbourne.				

ADJUSTMENT OF BASIC WAGE.

25. (a) For the purposes of this Determination the expression "Commonwealth Statistician's 'all items' retail price index numbers" or any like expression means the numbers stated to be such index numbers in any document purporting, and not proved to be wrongly so purporting, to be printed by the Commonwealth Government Printer or to be signed by or on behalf of the Commonwealth Statistician.

(b) Until the beginning of the first pay period to commence in February, 1950, the amounts of the Basic Wage shall be as prescribed in clause 24.

(c) During each future successive period beginning with the first pay period to commence in a February, a May, an August, or a November, the amount of the needs basic wage shall be adjusted by the following method, namely, by multiplying the last published Commonwealth Statistician's "all items" retail price index number by the factor .087 taken to one place of decimals, the resultant whole number being the amount of the basic wage expressed in shillings, but should the decimal number reach .5 or more the basic wage shall be taken to the next higher shilling.

In addition to the basic wage prescribed by clause 24, any adult employee of a classification specified hereunder shall be paid the margin and loading hereinafter assigned to that classification, and such loading shall be deemed to be part of his ordinary rate of wage for all purposes of this Determination:—

Classification.	Margin.	Loading.
	s. d.	s. d.
<b>STOVEMAKING SECTION.</b>		
Fitter making, repairing, assembling, re-assembling, setting, installing (other than electrical installation) or testing fuel cooking stoves, ovens, gas or electric stoves—		
Up to 3 ft. 6 in. in width . . . . .	25 0	3 0
Between 3 ft. 6 in. and 5 feet in width . . . . .	28 0	3 0
Fitter making, repairing, setting or installing (other than electrical installation) gas or electric stoves or other cooking or heating appliances over 5 feet in width by jobbing methods . .	41 6	4 0
Fitter mainly engaged on sheet metal work and sheet metal workers preparing material for assembling . . . . .	28 0	3 0
Tester not engaged as fitter . . . . .	17 0	3 0
Pattern and moulding box fitter and filer . . . . .	28 0	3 0
Painter, brush . . . . .	18 0	3 0
Painter, spray . . . . .	21 0	3 0
Press operator . . . . .	19 0	3 0
Other power machinist . . . . .	16 0	3 0
Polisher and grinder . . . . .	25 0	3 0
Stove blacksmith . . . . .	22 0	3 0
Electroplater in charge . . . . .	33 0	4 0
Electroplater's assistant . . . . .	20 0	3 0
Labourer delivering material to and taking finished articles from fitters . . . . .	14 0	3 0
Stove blacksmith's striker . . . . .	17 0	3 0
Labourer directly assisting workmen whose margins exceed 26s. per week . . . . .	20 6	3 0
Other employees with not less than three months' experience in the industry . . . . .	6 0	3 0
All others . . . . .	Nil	3 0
<b>PORCELAIN ENAMELLING SECTION.</b>		
Fuser . . . . .	29 0	3 0
Fuser's assistant . . . . .	20 0	3 0
Mill hand and mixer . . . . .	20 0	3 0
Sprayer . . . . .	21 0	3 0
Shot and sand-blast dresser . . . . .	26 0	3 0
Other dresser . . . . .	21 0	3 0
Swiller, gripper, and brusher . . . . .	17 0	3 0
Pickler . . . . .	17 0	3 0
Racksman . . . . .	15 0	3 0
Other employees with not less than three months' experience in the industry . . . . .	6 0	3 0
All others . . . . .	Nil	3 0

A. V. BARNES, J.P., Chairman.  
J. W. RYAN, Secretary.

Melbourne, 7th December, 1949.



# VICTORIA GOVERNMENT GAZETTE.

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FRIDAY, JANUARY 13.

[1950

Factories and Shops Acts.

## DETERMINATION OF THE WIRE FENCE AND TUBULAR GATE BOARD.

NOTE.—This Determination applies to the whole of the State of Victoria.

IN accordance with the provisions of the Factories and Shops Acts, the Wages Board which since the 22nd November, 1928, has had 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 trade of making or erecting woven wire fence (other than wire netting) and tubular gates, has made the following Determination, namely:—

1. That as from the beginning of the first pay period to commence on or after the 19th December, 1949, the last previous Determination of this Board shall be revoked and replaced by this Determination.

2. Wages per week of 40 hours.

### ADULTS.

	Wages per Week.		
	£	s.	d.
Welder—			
First class (other than when using Cutler machine) .. .. .	9	6	6
First class, using Cutler machine .. .. .	8	9	0
Second class .. .. .	7	18	0
Third class .. .. .	7	14	0
Tack Welder .. .. .	7	16	0
Machinists, being those engaged in working on ringlock, or any other class of fence-making machines, chain netting machines, or picket fabric machines .. .. .	7	18	0
Paint spray operator .. .. .	7	14	0
Persons employed in attaching chain netting, fabric, or wire cables to gates or frames .. .. .	7	15	6
Scroll maker .. .. .	7	15	6
Tubular frame maker .. .. .	7	18	0
Person engaged in erecting woven wire fence or tubular gates .. .. .	7	18	0
Stump hand .. .. .	7	11	6
All other adult employees .. .. .	6	19	0

Provided that any person without previous experience employed in attaching chain netting, fabric, or wire cables to gates or frames, scroll making or tubular frame making, and erectors of woven wire fence or tubular gates, shall be paid 15s. 6d. per week for the first six weeks of such employment in the industry.

### LEADING HANDS.

3. Leading hands in charge of not less than three and not more than ten employees, 9s. per week extra; more than ten and not more than twenty employees, 18s. per week extra; more than twenty employees, 27s. per week extra.

### APPRENTICESHIP.

4. The Board has determined that no apprentice shall be taken in the trade.

### UNAPPRENTICED MALE JUNIORS.

5. The wages of unapprenticed male juniors shall be the undermentioned percentages of the contemporaneous needs basic wage, and in addition thereto the constant loadings specified.

	Percentage of Needs Basic Wage.	Constant Loading	Further Additional Loading.	Wages Per Week of 40 hours.
		Per Week.		
		s.	d.	s.
Under 16 years of age .. .. .	25	0	6	33
16 years of age .. .. .	35	0	9	47
17 years of age .. .. .	47½	1	0	64
18 years of age .. .. .	60	1	0	80
19 years of age .. .. .	75	2	0	101
20 years of age .. .. .	90	2	0	120

Provided that the rate payable to any employee shall not, excluding the constant loading, be less than 20s.

The total wage shall be calculated to the nearest sixpence, any broken part of sixpence in the result not exceeding threepence to be disregarded.

The minimum rate payable to a junior employee of 18 years or more with less than six months' experience under this Determination shall until he has had such six months' experience be 10 per cent. less than the amount represented by the percentage of the needs basic wage hereby prescribed for a junior employee of his age, and in addition thereto the constant loading specified for such an employee.

No junior shall be employed in outside spray painting or in the occupation of outside erecting who has not attained the age of nineteen years and has not completed two years in the industry or if under the age of 18 years, using electric arc or oxy-acetylene blow pipe.

#### SPECIAL RATES.

6. In addition to the wages prescribed in clauses 2 and 5 hereof, the following special rates and allowances shall be paid to employees including unapprenticed juniors:—

##### *Wet Places.*

(a) An employee working in any place where his clothing or boots become saturated, whether by water, oil or otherwise, shall be paid 2d. per hour extra: Provided that this extra rate shall not be payable to an employee who is provided by the employer with suitable protective clothing and/or footwear: And provided further that any employee who becomes entitled to this extra rate shall be paid such extra rate for such part of the day or shift as he is required to work in wet clothing or boots.

##### *Confined Spaces.*

(b) Working in confined space (as defined), 3d. per hour extra.

##### *Special Rates not Cumulative.*

(c) Where more than one of the disabilities entitling a workman to extra rates exist on the same job the employer shall be bound to pay only one rate, namely, the highest for the disabilities so prevailing.

##### *Rates not Subject to Penalty Additions.*

(d) The special rates herein prescribed shall be paid irrespective of the times at which the work is performed, and shall not be subject to any premium or penalty additions.

##### *Travelling Time, Allowance, and Board.*

7. (a) An employee required to work at a job away from his workshop or depot shall, at the direction of his employer, present himself for work at such job at the usual time of starting work. When an employee is required to work away from his workshop or depot, all time reasonably spent in excess of time usually spent in travelling to or from his home to the workshop or depot shall be paid for at ordinary rates (except on Sunday or a holiday when payment shall be at the rate of time and a half), up to a maximum of twelve hours out of every 24 or, where a sleeping berth is provided, a maximum of eight hours out of every 24.

(b) An employee engaged in a capital city to work in the country, or sent from one country centre to work in another country centre, shall be entitled to travelling time, and for a period not exceeding three months to expenses.

All excess fares and reasonable travelling expenses, including 2s. 6d. for each meal, together with the cost of board and lodging if the employee has to remain away from his home for a night, shall be paid by the employers.

The fares allowed shall be first class on coastal boats or on interstate boats where there is no second class as distinct from steerage, and on trains second class, except where all-night travelling is involved, when they shall be first class, and sleeping berths shall be provided where available.

(c) A camping allowance of 3s. per day for every day, including Sunday, shall be paid to employees engaged on country jobs at places where ordinary board and residence is not obtainable and camping in tents, cubicles, or other temporary shelter is necessary: Provided that where cooked meals are procurable by the employee at a mess established by the employer, the amount of such country allowance shall be 9d. per day for every day including Sundays.

(d) Until further order an employer shall be free to engage labour on the site of a job carried on away from the workshop, without payment of any travelling time or fares, unless such employee is sent from the workshop:

Provided that if any employee engaged for the erection of a job had previously been engaged by the same employer in the fabrication of the job in a workshop he shall be paid fares in excess of those incurred in travelling to and from the workshop.

#### HOURS OF WORK.

##### *Day Workers.*

8. (a) The ordinary hours of work shall be 40 per week to be worked in five days of not more than 8 hours (Monday to Friday inclusive) and one day (Saturday) of not more than 4 hours; or five days (Monday to Friday inclusive) of 8 hours each continuously except for meal breaks at the discretion of the employer, between 7 a.m. and 5.30 p.m. on Monday to Friday inclusive, and 7 a.m. and noon on Saturday.

In localities where the recognized half-holiday is on a day other than Saturday the day so recognized may be substituted for Saturday for all the purposes of this Determination.

Provided that the spread of hours or the daily hours prescribed may be altered, as to all or a section of the employees by mutual agreement between an employer and the representative of the union in that shop.

##### *Five-days Week.*

(b) In any case in which the ordinary week's work of 40 hours can be performed in five days as aforesaid without—

- (i) detriment to the public interest;
- (ii) loss in the value of goods handled or to be handled;
- (iii) reducing the efficiency of production; or
- (iv) reducing the efficacy of the necessary service,

the employer shall allow those employees who so desire to do so to work their ordinary hours in five days as aforesaid. Any dispute as to whether the ordinary hours of work can in any case or cases be worked in five days without detriment, loss or reduction as aforesaid shall be determined by the Wages Board upon application made by or on behalf of the employees. Upon such an application proof that the working of a five-days' week will result in such detriment, loss or reduction as aforesaid shall be upon the employer.

This sub-clause shall not apply to employees engaged on the maintenance and servicing of plant.

It is a condition of the allowing of a five-days week hereunder that if required employees shall comply with the reasonable and lawful orders of the employer as to working overtime, including the working of overtime on Saturday.

#### SHIFT WORK.

##### *Definitions.*

9. (a) For the purposes of this clause:—

"Afternoon shift" means any shift finishing after 6 p.m. and at or before midnight.

"Continuous work" means work carried on with consecutive shifts of men throughout the 24 hours of each of at least six consecutive days without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.

"Night shift" means any shift finishing subsequent to midnight and at or before 8 a.m.

"Rostered shift" means a shift of which the employee concerned has had at least 48 hours' notice.

*Hours—Continuous Work Shifts.*

(b) This sub-clause shall apply to shift workers on continuous work as hereinbefore defined.

The ordinary hours of such shift workers shall not exceed—

- (i) 8 in any one day; or
- (ii) 48 in any one week; or
- (iii) 88 in 14 consecutive days; or
- (iv) 160 in 28 consecutive days.

Subject to the following conditions such shift workers shall work at such times as the employer may require:—

- (i) A shift shall consist of not more than eight hours, inclusive of crib time.
- (ii) Except at the regular change-over of shifts, an employee shall not be required to work more than one shift in each 24 hours.
- (iii) twenty minutes shall be allowed to shift workers each shift for crib, which shall be counted as time worked.

*Hours—Other than Continuous Work.*

(c) This sub-clause shall apply to shift workers not upon continuous work as hereinbefore defined. The ordinary hours of such shift workers shall not exceed—

- (i) 40 in any week to be worked in five shifts of 8 hours on Monday to Friday inclusive, or five shifts of not more than 8 hours and one shift (Saturday) of not more than 4 hours; or
- (ii) 80 in 14 consecutive days in which case an employee shall not, without payment for overtime, be required to work more than eight consecutive hours on any shift or more than six shifts in any week; or
- (iii) 120 in 21 consecutive days in which case an employee shall not, without payment for overtime, be required to work more than eight consecutive hours on any shift or more than six shifts in any week.

Such ordinary hours shall be worked continuously except for meal breaks at the discretion of the employer. An employee shall not be required to work for more than six hours without a break for a meal.

Except at regular change over of shifts an employee shall not be required to work more than one shift in each 24 hours.

*Rosters.*

(d) Shift rosters shall specify the commencing and finishing times of ordinary working hours of the respective shifts.

*Variation by Agreement.*

(e) The method of working shifts may in any case be varied by agreement between the employer and the accredited representative of the union to suit the circumstances of the establishment.

The time of commencing and finishing shifts once having been determined may be varied by agreement between the employer and the accredited representative of the union to suit the circumstances of the establishment, or in the absence of agreement by seven days' notice of alteration given by the employer to the employees.

*Afternoon or Night Shift Allowances.*

(f) Shift workers on continuous work whilst on afternoon or night shifts shall be paid 7½ per cent. more than the ordinary rates for such shifts.

Shift workers on other than continuous work whilst on afternoon or night shifts shall be paid 10 per cent. more than the ordinary rates for such shifts.

Shift workers who work on any afternoon or night shift which does not continue for at least five successive afternoons or nights in a five-day workshop or for at least six successive afternoons or nights in a six-day workshop shall be paid at the rate of time and a half.

An employee who—

- (i) during a period of engagement on shift works night shift only; or
- (ii) remains on night shift for a longer period than four consecutive weeks; or
- (iii) works on a night shift which does not rotate or alternate with another shift or with day work so as to give him at least one-third of his working time off night shift in each shift cycle.

shall during such engagement, period or cycle, be paid at the rate of time and a quarter for all time worked during ordinary working hours on such night shifts.

(fi) The minimum rate to be paid to any shift worker for work performed between midnight on Friday and midnight on Saturday shall be time and a quarter. Such extra rate to be in substitution for and not cumulative upon the shift premiums prescribed in the first and second paragraphs of sub-clause (f) hereof.

*Overtime.*

(g) Shift workers for all time worked in excess of or outside the ordinary working hours prescribed by this Determination or on a shift other than a rostered shift shall—

- (i) if employed on continuous work be paid at the rate of double time; or
- (ii) if employed on other shift work at the rate of time and a half for the first four hours and double time thereafter,

except in each case when the time is worked—

- (iii) by arrangement between the employees themselves;
- (iv) for the purpose of effecting the customary rotation of shifts; or
- (v) is due to the fact that the relief man does not come on duty at the proper time; or
- (vi) on a shift to which an employee is transferred on short notice as an alternative to standing the employee off in circumstances which would entitle the employer to deduct payment for a day in accordance with clause 15 (b) hereof.

Provided that when not less than 8 hours' notice has been given to the employer by the relief man that he will be absent from work and the employee whom he should relieve is not relieved the unrelieved employee shall be paid at the rate of time and a half for the first four hours on duty after he has finished his ordinary shift and at the rate of double time thereafter except where the employee is required to continue to work on his rostered day off when he shall be paid double time.

*Compulsory Overtime.*

(gi) An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.

*Sundays and Holidays.*

(h) Shift workers on continuous work shifts for work done on a rostered shift the major portion of which is performed on a Sunday or holiday shall be paid at the rate of time and a half.

Shift workers on other than continuous work for all time worked on a Sunday or holiday shall be paid at the rates prescribed by clause 12 of this Determination. Where shifts commence between 11 p.m. and midnight on a Sunday or holiday the time so worked before midnight shall not entitle the employee to the Sunday or holiday rate: provided that the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or holiday and extending into a Sunday or holiday shall be regarded as time worked on such Sunday or holiday.

*Junior Employees.*

(i) Juniors whilst on afternoon or night shifts shall be paid not less than the rates hereinbefore prescribed or 1s. per shift whichever is the higher.

**MIXED FUNCTIONS.**

10. An employee engaged for more than half of one day or shift on duties carrying a higher rate than his ordinary classification shall be paid the higher rate for such day or shift. If for less than half of one day or shift he shall be paid the higher rate for the time so worked.

**OVERTIME.**

11. (a) For all work done outside ordinary hours the rates of pay shall be time and a half for the first four hours and double time thereafter, such double time to continue until the completion of the overtime work: Provided that in the case of a junior, the rate for overtime shall be not less than the rate herein prescribed or 1s. 6d. per hour whichever is the higher.

(b) An employee, other than a casual employee, after the completion of overtime work performed after his usual ceasing time shall be entitled to be absent until he has had eight consecutive hours off duty, without deduction of pay for ordinary time of duty occurring during such absence.

If on the instructions of his employer any employee resumes work without having had such eight hours off duty he shall be paid at double rates until he is relieved from duty to take such rest period, and he shall then be entitled to be absent until he has had eight consecutive hours off duty without deduction of pay for ordinary time of duty occurring during such absence.

(c) Except as otherwise provided in paragraphs (a) and (b) hereof, in computing overtime each day's work shall stand alone.

(d) An employee recalled to work overtime after leaving his employer's business premises shall be paid for a minimum of three hours' work at the appropriate rate for each time he is so recalled: Provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full three hours if the job he was recalled to perform is completed within a shorter period.

(e) Subject to any custom now prevailing under which an employee is required regularly to hold himself in readiness for a call back, an employee required to hold himself in readiness to work after ordinary hours shall until released be paid standing-by time at ordinary rates from the time from which he is so to hold himself in readiness.

(f) For work done during meal hours and thereafter until a meal hour break is allowed time and a half rates shall be paid. An employee shall not be compelled to work for more than six hours without a break for a meal.

(g) An employee working overtime shall be allowed a crib-time of twenty minutes without deduction of pay after each four hours of overtime work, if the employee continues work after such crib-time.

(h) Unless the period of overtime is less than one and a half hours an employee before starting overtime after working ordinary hours shall be allowed a meal break of twenty minutes which shall be paid for at ordinary rates. An employer or employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that the employer shall not be required to make any payment in respect of any time allowed in excess of twenty minutes.

(i) An employee required to work overtime for more than two hours without being notified the day before that he will be so required to work, shall either be supplied with a meal by the employer or paid 2s. and 1s. 3d. for each subsequent meal, but such payment need not be made to employees living in the same locality as their workshop who can reasonably return home for meals.

If an employee pursuant to notice has provided a meal or meals and is not required to work overtime he shall be paid as above prescribed for meals so provided.

(j) Subject to the provisions of the second part of sub-clause (f) of this clause, an employee employed as a regular maintenance man shall work during meal breaks at the ordinary rates herein prescribed whenever instructed to do so for the purposes of making good breakdowns of plant or upon routine maintenance of plant which can only be done while such plant is idle.

(k) When an employee works overtime or a shift for which he has not been regularly rostered finishes work at a time when reasonable means of transport is not available, the employer shall provide him with a conveyance or pay him his current wage for the time occupied in reaching his home.

*Compulsory Overtime.*

(l) An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.

**HOLIDAYS AND SUNDAY WORK.**

12. (a) Employees shall be entitled to the following public holidays without loss of pay as regards employees on weekly hiring:—New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, King's Birthday, Labour Day, Anzac Day, Christmas Day, and Boxing Day, or such other day as is generally observed in the locality as a substitute for any of the said days respectively. Provided that Christmas Day and Boxing Day shall for the year, 1949, be deemed to fall on the 26th and 27th days of December, 1949, respectively, and that New Year's Day for the year, 1950, shall be deemed to fall on the 2nd day of January, 1950.

By agreement between any employer and his employees other days may be substituted for the said days or any of them as to such employer's undertaking.

(b) An employee not engaged on continuous work shall be paid at the rate of double time for work done on Sundays and public holidays, such double time to continue until he is relieved from duty.

Provided that where employees are necessarily engaged in repairs to or renewals of their employer's plant and machinery necessary for resumption of work the next following working day work done on holidays shall be paid for at the rate of time and a half for the first eight hours and double time thereafter.

(c) An employee, other than a casual employee, not engaged in continuous work who works on a Sunday or a public holiday and (except for meal breaks) immediately thereafter continues such work shall on being relieved from duty be entitled to be absent until he has had eight consecutive hours off duty without deduction of pay for ordinary time of duty occurring during such absence.

(d) Employees, other than on shift required to work on Sundays or public holidays shall be paid for a minimum of three hours' work.

**EXTRA RATES NOT CUMULATIVE.**

13. Extra rates in this Determination, except rates prescribed in clause 6 are not cumulative so as to exceed the maximum of double the ordinary rates.

**PAYMENT OF WAGES.**

14. (a) Wages shall be paid weekly or fortnightly.

(b) On the first pay day occurring during his employment, an employee shall be paid whatever wages are due to him up to the completion of his work on the previous day: Provided that this sub-clause shall not apply to employers who make a practice of allowing advances to employees approximating wages due.

(c) Upon termination of the employment wages due to an employee shall be paid to him on the day of such termination, or forwarded to him by post on the next working day.

(d) An employee kept waiting for his wages on pay day for more than a quarter of an hour after the usual time for ceasing work, shall be paid at overtime rates after that quarter-hour, with a minimum of a quarter of an hour.

(e) On or prior to pay day, the employer shall state to each employee in writing the amount of wages to which he is entitled, the amount of deductions made therefrom, and the net amount being paid to him.

## CONTRACT OF EMPLOYMENT.

*Weekly Employment.*

15. (a) Except as hereinafter provided, employment shall be by the week. Any employee not specifically engaged as a casual employee shall be deemed to be employed by the week.

(b) Employment shall be terminated by a week's notice on either side given at any time during the week or by the payment or forfeiture of a week's wages as the case may be. This shall not affect the right of the employer to dismiss any employee without notice for malingering, inefficiency, neglect of duty, or misconduct, and in such cases the wages shall be paid up to the time of dismissal only or to deduct payment for any day the employee cannot be usefully employed because of any strike or through any break-down in machinery or any stoppage of work by any cause for which the employer cannot reasonably be held responsible.

(c) An employee not attending for duty shall, except as provided by clause 16 hereof, lose his pay for the actual time of such non-attendance.

*Casual Employment.*

A casual employee is one engaged and paid as such. A casual employee for working ordinary time shall be paid per hour one-fortieth of the weekly rate prescribed by this Determination for the work which he or she performs plus 10 per cent.

## SICK LEAVE.

16. (a) An employee on weekly hiring who is absent from his work on account of personal illness, or on account of injury by accident arising out of and in the course of his employment, shall be entitled to leave of absence without deduction of pay, subject to the following conditions and limitations:—

(i) He shall not be entitled to paid leave of absence for any period in respect of which he is entitled to workers' compensation.

(ii) He shall, within 24 hours of the commencement of such absence, inform the employer of his inability to attend for duty and, as far as practicable, state the nature of the injury or illness and the estimated duration of the absence.

(iii) He shall prove to the satisfaction of his employer (or in the event of dispute the Wages Board) that he was unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed.

(iv) He shall not be entitled in any year (whether in the employ of one employer or of several) to leave in excess of 40 hours of working time.

For the purpose of administering paragraph (iv) of this sub-clause an employer may, within one month of this Determination coming into operation or within two weeks of the employee entering his employment, require an employee to make a sworn declaration or other written statement as to what paid leave of absence he has had from any employer during the then current year; and upon such statement the employer shall be entitled to rely and act.

*Single Day Absences.*

(b) In the case of an employee who claims to be allowed paid sick leave in accordance with this clause for an absence of one day only such employee if in the year he has already been allowed paid sick leave on more than one occasion for one day only, shall not be entitled to payment for the day claimed unless he produces to the employer a certificate of a duly qualified medical practitioner that in his, the medical practitioner's opinion, the employee was unable to attend for duty on account of personal illness or on account of injury by accident. Nothing in this sub-clause shall limit the employer's rights under sub-clause (a) (iii) hereof.

*Cumulative Sick Leave.*

(c) Sick leave shall accumulate from year to year so that any balance of the period specified in sub-clause (a) (iv) of this clause which has in any year not been allowed to an employee by an employer as paid sick leave may be claimed by the employee and subject to the conditions hereinbefore prescribed shall be allowed by that employer in a subsequent year without diminution of the sick leave prescribed in respect of that year. Provided that sick leave which accumulates pursuant to this sub-clause shall be available to the employee for a period of two years, but for no longer from the end of the year in which it accrues.

(cc) Rights accrued under sub-clause (c) hereof prior to the 1st day of January, 1948, shall be preserved except that the total number of hours so accrued and not taken prior to the 1st day of January, 1948, shall be reduced by 1/11th of such total the result to be calculated to the nearest hour.

*Attendance at Hospital, &c.*

(d) Notwithstanding anything contained in sub-clause (a) hereof an employee suffering injury through an accident arising out of and in the course of his employment (not being an injury in respect of which he is entitled to workers' compensation) necessitating his attendance during working hours on a doctor, chemist, or trained nurse, or at a hospital, shall not suffer any deduction from his pay for the time (not exceeding four hours) so occupied on the day of the accident, and shall be reimbursed by the employer all expenses reasonably incurred in connexion with such attendance.

## ANNUAL HOLIDAY.

17. (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*, No. 5111 and any amendments which may be made thereto from time to time.

(b) In addition to the above, seven day 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 seven day 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 seven day 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 seven day shift worker.

## MISCELLANEOUS.

*Accommodation and Conveniences.**Boiling Water.*

18. (a) (i) Employers shall provide boiling water for employees at meal times;

*Drinking Water.*

(ii) Employers shall provide for the use of employees in workshops a sufficient supply of wholesome cool drinking water from bubble taps or other suitable drinking fountains.

*First Aid Outfit.*

(iii) In each workshop, and at other places where employees are regularly employed, the employer shall provide and continuously maintain at a place or places reasonably accessible to all employees an efficient First Aid Outfit.

Clause 8 of Chapter 9 of the Regulations under the *Factories and Shops Act 1928* requires that a first-aid ambulance chest shall be kept in some accessible place upon the premises, and that such chest shall be equipped and supplied with the following articles :—

Articles.	Quantities to be kept in Ambulance Chest—
Antiseptic solution .. .. .	1 bottle
Bandages, cotton and gauze .. .. .	1 dozen assorted sizes
Castor oil .. .. .	2 oz.
Iodine, tincture of .. .. .	2 oz.
Manual, first-aid .. .. .	1
Petrolatum, carbolyzed .. .. .	1 jar
Picric acid solution, made according to the following recipe or prescription :—	
1½ teaspoonfuls of powdered picric acid, 3 oz. of absolute alcohol, and 2 pints of distilled water	1 pint
Pins, safety .. .. .	1 packet
Sal volatile .. .. .	6 oz.
Scissors .. .. .	1 pair
Tourniquet .. .. .	1
Tweezers .. .. .	1 pair
Cotton, absorbent .. .. .	} An adequate assortment
Gauze, sterilized, plain .. .. .	
Lint, absorbent .. .. .	
Plaster, adhesive .. .. .	

*Lockers.*

(iv) An employer shall at some reasonably convenient place on his premises provide a suitable locker for each employee in his workshop, or hanging facilities which afford reasonable protection for employees' clothes. In any case in which compliance with this paragraph necessitates the provision of lockers or new or improved hanging facilities, they shall be provided by the 1st July, 1946, unless the employer proves to the satisfaction of the Wages Board that he is unable by reason of shortage of material or labour or any other difficulties to provide such new or improved facilities, in which case their provision may be postponed for such period or periods as the Wages Board determines.

*Washing and Sanitary Conveniences.*

(v) Employers shall provide proper and sufficient washing and sanitary conveniences.

*Clothing, Equipment and Tools.*

*Damage to Clothing and Tools.*

(b) (i) Compensation to the extent of the damages sustained shall be made where in the course of the work clothing or tools are damaged or destroyed by fire or molten metal or through the use of corrosive substances. Provided that the employer's liability in respect of tools shall be limited to such tools of trade as are ordinarily required for the performances of the employee's duties.

*Gloves.*

(ii) Suitable canvas or leather gloves shall be provided by employers for operators of pneumatic tools and/or punch and shearing machines and suitable gloves or pads for such other work as the foreman and employee may agree.

In case of disagreement between the foreman and workman, the workman or a shop steward on his behalf shall be entitled, within 24 hours, to ask for a decision on the workman's claim by the employer's industrial officer (if there be one) or otherwise by the employer or the executive officer responsible for the management or superintendence of the plant concerned. In such case a decision shall be given on the workman's claim within 48 hours of its being asked for (unless that time expires on a non-working day, in which case it shall be given during the next working day), or else the said equipment shall be provided.

In any case where an organization alleges that an employer or his representative is persistently unreasonable or capricious in relation to such claims, it may bring such case before the Wages Board.

*Goggles.*

(iii) Suitable mica or other goggles shall be provided by the employer for each employee using emery wheels or where used by more than one employee such goggles shall be sterilized before being used by another employee. An employee when working on emery wheels shall wear the goggles provided for his protection.

Goggles containing celluloid shall not be considered suitable for the purposes of this provision.

*Protective Equipment—Welding.*

(iv) Employers shall provide a sufficient supply of the undermentioned equipment to enable each welder and his assistant when engaged on work necessitating its use to be supplied with same :—

- (a) Suitable asbestos sheets,
- (b) Hand screens or helmets fitted with coloured glass (or in the case of oxy-acetylene operators protective glasses with side shields),
- (c) Anti-flash goggles,
- (d) Aprons, leather sleeves and leggings (or coveralls of flame-proof material) and gauntlet gloves; and
- (e) Gum or other insulating boots when working in places so damp that danger of electric shock exists.

An employee who is pursuant to this paragraph supplied with any of the equipment specified herein shall wear or use as the case may be such equipment in such a way as to achieve the purpose for which it is supplied.

Where electric arc operators are working screens which shall be suitable and sufficient for the purpose shall be provided by the employer for the protection of employees from flash.

*Tools.*

(v) Until further order the employer shall provide for each employee such tools as were customarily provided at the time of the making of this Determination. The employee shall replace or pay for any tools so provided if lost through his negligence.

**SHOP STEWARDS.**

19. An employee appointed shop steward in the shop or department in which he is employed shall, upon notification thereof to his employer, be recognized as the accredited representative of the union to which he belongs, and he shall be allowed the necessary time during working hours to interview the employer or his representative on matters affecting employees whom he represents.



**RIGHT OF ENTRY OF UNION OFFICIALS.**

20. (a) For the purpose of interviewing employees on legitimate union business, a duly accredited union representative shall have the right to enter employer's premises during the mid-day meal break on the following conditions :—

- (i) That he produces his authority to the gatekeeper or such other person as may be appointed by the employer ;
- (ii) That he interviews employees only at places where they are taking their meal ;
- (iii) That not more than one representative of each of not more than three unions be on the premises at any one time ;
- (iv) That no one representative visit the premises more than once in each week ;
- (v) That if any employer alleges that a representative is unduly interfering with his work or is creating dissatisfaction amongst his employees, or is offensive in his methods, or is committing a breach of any of the previous conditions, such employer may refuse the right of entry, but the representative shall have the right to bring such refusal before the Wages Board.

Provided that where certain employees are working under a system of shift work which precludes a representative from interviewing them during the mid-day meal break, the representative shall have the right to enter the employer's premises for the purpose of interviewing such employees at such time and under such conditions as to notice as may be mutually arranged by the representative and the employer or, failing agreement at such times, and under such conditions as the Wages Board may decide.

(b) For the purpose of investigating complaints concerning the application of this Determination, a duly accredited union representative shall be afforded reasonable facilities for entering an employer's workshop or plant during working hours, subject to the following conditions :—

- (i) That he discloses to the employer or his representative the complaint which he desires to investigate ;
- (ii) that he makes his investigations in the presence of the employer or his representative (if the employer so desires) ;
- (iii) that he does not interfere with work proceeding in the workshop or plant ;
- (iv) that he conducts himself properly.

(c) A union representative shall be a duly accredited representative of an organization concerned if he be the holder for the time being of a certificate, signed by the general secretary of that organization and bearing the seal of that organization, in the following form, or in a form not materially differing therefrom :—

(Name of organization.)

This is to certify that \_\_\_\_\_ is a duly accredited representative of the above-named organization.

General Secretary.

Date.

SEAL.

Specimen signature of holder.

Strictly not transferable.

**TIME AND WAGES BOOK.**

21. (a) Each employer shall keep a record from which can be readily ascertained the name of each employee and his occupation, the hours worked each day, and the wages and allowances paid each week.

(b) The time occupied by an employee in filling in any time record or cards or in the making of records shall be treated as time of duty, but this does not apply to checking in or out when entering or leaving the employer's premises.

(c) The time and wages record shall be open for inspection to a duly accredited union official during the usual office hours at the employer's office or other convenient place : Provided that an inspection shall not be demanded unless the secretary of the union or the district secretary or organizer of any division suspects that a breach of the Determination has been committed : Provided also that only one demand for such inspection shall be made in one fortnight at the same establishment.

(d) The official making such inspection shall be entitled to take a copy of entries in a time and wages record relating to the suspected breach of the Determination.

**NOTICE BOARD.**

22. The employer shall permit a notice board of reasonable dimensions to be erected in a prominent position in his establishment, upon which accredited union representatives shall be permitted to post formal union notices, signed or countersigned by the representative posting same.

**DEFINITIONS.**

23. " Confined space " means a compartment or space, access to which is through a manhole or similar opening, or a place the dimensions of which necessitate an employee working in a stooped or otherwise cramped position, or without proper ventilation.

" Sunday " means all time between midnight Saturday and midnight Sunday.

" Year " means the period between the 1st day of June in each year and the next 31st day of May.

**Welding.**

" Welder—1st class " means a tradesman using electric arc and/or oxy-acetylene blowpipe and/or coal gas cutting plant who is required to apply general trade experience as a welder.

" Welder—2nd class " means an adult employee using an electric arc or oxy-acetylene blowpipe who is not a welder 1st class or welder 3rd class.

" Welder—3rd class " means an adult employee using an electric spot or butt welding machine or cutting scrap with an oxy-acetylene blowpipe.

**PERIODICAL ADJUSTMENT OF WAGES.**

24. The wages rates set out in clause 2 are based upon the following basic wage rates, and, pursuant to the provisions of section 21 of the *Factories and Shops Act 1934*, the Board hereby determines that such rates shall be automatically adjusted by the same amount and at the same time as such basic wage as prescribed by clause 25.

**Basic Wage.**

Place.	Needs Basic Wage (Adjustable).	Loading (Constant).	Total Basic Wage.	Index Number Set Assigned.
	£ s. d.	s. d.	£ s. d.	
Victoria .. .. .	6 4 0	6 0	6 10 0	Melbourne

**ADJUSTMENT OF BASIC WAGE.**

25. (a) For the purposes of this Determination, the expression " Commonwealth Statistician's 'all items' retail price index numbers " or any like expression means the numbers stated to be such index numbers in any document purporting, and not proved to be wrongly so purporting, to be printed by the Commonwealth Government Printer or to be signed by or on behalf of the Commonwealth Statistician.

(b) Until the beginning of the first pay period to commence in February, 1950, the amounts of the basic wage shall be as prescribed in clause 24.

(c) During each future successive period beginning with the first pay period to commence in a February, a May, an August, or a November, the amount of the needs basic wage shall be adjusted by the following method, namely, by multiplying the last published Commonwealth Statistician's " all items " retail price index number by the factor .087 taken to one place of decimals, the resultant whole number being the amount of the basic wage expressed in shillings, but should the decimal number reach .5 or more the basic wage shall be taken to the next higher shilling.

In addition to the basic wage prescribed by clause 24, any adult employee of a classification specified hereunder shall be paid the margin and special loading hereinafter assigned to that classification, and such loading shall be deemed to be part of his ordinary rate of wage for all purposes of this Determination :—

Classification.	Margin.	Special Loading.
	s. d.	s. d.
Welder—		
First-class (other than when using Cutler machine)—	50 6	6 0
First-class, using Cutler machine	35 0	4 0
Second-class	25 0	3 0
Third-class	21 0	3 0
Tack welder	23 0	3 0
Machinists, being those engaged in working on ring-lock, or any other class of fence-making machines, chain netting machines, or picket fabric machines	25 0	3 0
Paint spray operator	21 0	3 0
Person employed in attaching chain netting, fabric, or wire cables to gates or frames	22 6	3 0
Scroll maker	22 6	3 0
Tubular frame maker	25 0	3 0
Person engaged in erecting woven wire fence or tubular gates	25 0	3 0
Stump hand	18 6	3 0
All other adult employees	Nil.	3 0

A. V. BARNES, J.P., Chairman.

J. W. RYAN, Secretary.

Melbourne, 6th December, 1949.



# VICTORIA GOVERNMENT GAZETTE.

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FRIDAY, JANUARY 13.

[1950

Factories and Shops Acts.

## DETERMINATION OF THE JEWELLERS BOARD.

NOTE.—This Determination applies to the whole of the State of Victoria.

IN accordance with the provisions of the Factories and Shops Acts, the Wages Board appointed to "determine the lowest prices or rates which may be paid to any person or persons or classes of persons employed in the process, trade or business of a manufacturing jeweller", has made the following Determination, namely:—

1. That as from the beginning of the first pay period to commence on or after the 19th December, 1949, the last previous Determination of this Board shall be revoked and replaced by this Determination.

2.

WAGES PER WEEK OF 40 HOURS.

Classification.	—
	£ s. d.
Precious gem moulder .. .. .	9 15 0
Setter of precious gems .. .. .	9 15 0
Moulder—1st Class .. .. .	9 2 0
Moulder—2nd Class .. .. .	8 7 0
Drop hammer operator who sets dies and makes force .. .. .	8 17 6
Drop hammer operator, other .. .. .	7 14 0
Setter .. .. .	8 12 6
Melter and alloyer .. .. .	8 12 6
Lapper .. .. .	8 12 6
Polisher .. .. .	8 0 0
Assembler and solderer .. .. .	8 0 0
Solderer, other .. .. .	7 14 0
Die setter .. .. .	7 16 0
Engine turner .. .. .	7 12 0
Press operator .. .. .	7 12 0
Process worker (as defined) .. .. .	7 12 0
Carder .. .. .	7 3 0
Pinner up .. .. .	7 3 0
Other employees with not less than three months' experience in this industry .. .. .	6 19 0
All others .. .. .	6 13 0

### LEADING HANDS.

Leading hands in charge of not less than three and not more than ten employees, 9s. per week extra; more than ten and not more than twenty employees, 18s. per week extra; more than twenty employees, 27s. per week extra.

### APPRENTICESHIP.

#### *Contract of Apprenticeship.*

3. (a) Every contract of apprenticeship hereinafter made shall contain—

- (i) the names of the parties;
- (ii) the date of birth of the apprentice;
- (iii) a statement of the trade or trades to which the apprentice is to be bound and which he is to be taught during the course and for the purpose of the apprenticeship;
- (iv) a covenant by the master to teach and instruct or cause the apprentice to be taught or instructed in the trade to which the apprentice is bound;
- (v) the date at which the apprenticeship is to commence or from which it is to be calculated;
- (vi) all other conditions of apprenticeship.

*Cancellation or Suspension of Indenture.*

(b) Subject to the approval of the Secretary for Labour, but not otherwise, an indenture of apprenticeship may be suspended or cancelled—

- (i) by mutual consent;
- (ii) if through lack of orders or financial difficulties an employer is unable to find suitable employment for an apprentice and a transfer to another employer cannot be arranged;
- (iii) if, in the opinion of the Secretary for Labour, circumstances exist which render such suspension or cancellation necessary or desirable.

Any covenant in an indenture inconsistent with the provision of this clause shall be null and void and of no force or effect while this Determination remains in force and applies to the parties to the indenture.

*Proportion.*

(c) The proportion of apprentices who may be taken by an employer shall not exceed one apprentice to every three or fraction of three tradesmen.

For the purpose of ascertaining the number of apprentices, the number of tradesmen shall be deemed to be the average number working during the immediately preceding six months, and in ascertaining such proportion an employer actually working in any workshop shall be deemed to be a tradesman.

A person who is, for a term not exceeding two years taking practical training in a workshop in continuance of a course of training for professional work shall not be taken into account in calculating the proportion of apprentices to journeymen.

An employer may with the consent of the Wages Board and upon satisfying that authority that he has the plant, equipment and staff necessary for the proper tuition of each apprentice concerned take apprentices in excess of the proportion herein prescribed. Until further order apprentices so taken shall not be counted in future calculations of the proportion of apprentices to journeymen authorized by the Determination.

*Period of Apprenticeship.*

(d) If the apprentice, when indentured, is under the age of seventeen years—five years; if over the age of seventeen—four or five years, at the option of the contracting parties.

*Adult Apprentices.*

(e) Any apprentice who cannot complete his full term of apprenticeship before reaching his 22nd birthday may, by agreement with his master, serve as an apprentice until he reaches the age of 23 years.

*Probationary Period.*

(f) Minors may be taken on probation for three months, and if apprenticed such three months shall count as part of their period of apprenticeship. An employer shall within fourteen days of employing a probationer notify the appropriate apprenticeship authorities of the employment of such probationer to any of the trades mentioned herein.

*Wages.*

(g) The minimum weekly rates of wage for apprentices shall be the under-mentioned percentages of the needs basic wage, and in addition thereto the constant and war loadings specified, and in all contracts of apprenticeship hereafter made the employer shall covenant to pay wages of not less than such rates.

The total wages of apprentices and improvers shall be calculated to the nearest sixpence, any broken part of sixpence in the result not exceeding threepence to be disregarded.

(h) *Wages per Week of 40 Hours.*

	Percentage of Needs Basic Wage.	Constant Loading.	War Loading.	Total Wage Payable.
	Per Week.	Per Week.	Per Week.	£ s. d.
Four and five-year terms—		<i>s. d.</i>	<i>s. d.</i>	
1st year .. .. .	29	0 0	0 9	1 16 6
2nd year .. .. .	40	1 0	1 0	2 11 6
3rd year .. .. .	53	1 6	1 6	3 8 6
4th year .. .. .	84	2 0	2 3	5 8 6
5th year .. .. .	100	2 0	3 0	6 16 0
	plus 7s.			
Four-year terms—Apprentice commencing after the age of 17 years—				
1st year .. .. .	33	0 0	0 9	2 1 6
2nd year .. .. .	53	1 0	1 6	3 8 0
3rd year .. .. .	84	2 0	2 3	5 8 6
4th year .. .. .	100	2 0	3 0	6 16 0
	plus 7s.			

An employee who is under 21 years of age on the expiration of his apprenticeship and thereafter works as a minor in the occupation to which he has been apprenticed shall be paid at not less than the adult rate prescribed for that classification.

*Hours.*

(i) The ordinary hours of employment of apprentices shall not in each workshop exceed those of the journeymen.

*Overtime and Shift Work.*

(j) No apprentice under the age of 18 years shall be required to work overtime or shift work unless he so desires.

*Payment by Results.*

(k) An apprentice shall not work under any system of payment by results.

*Lost Time.*

(l) The apprentice at the end of the calendar period of any year in which he has actually given service to the master upon less than the ordinary working days prescribed in this Determination, or in which he has unlawfully absented himself without the master's consent, shall, for every day short of the said number of working days, and for every day of such absence, serve one day, and the calendar period of the succeeding year of his service shall not be deemed to begin until the said additional day or days shall have been served. Provided that in calculating the extra time to be so served the apprentice shall be credited with time which he has worked during the relevant year in excess of his ordinary hours.

*Prohibition of Premiums.*

(m) An employer shall not, either directly or indirectly, or by any pretence or device receive from any person or require or permit any person to pay or give any consideration in the nature of a premium or bonus for the taking or binding of any probationer or apprentice.

*Annual and Sick Leave.*

(n) Apprentices shall be entitled to sick and annual leave in accordance with the provisions of clauses 13 and 14 hereof respectively.

## FEMALES AND UNAPPRENTICED MALE JUNIORS.

4. (a) The minimum rates of wage for adult and junior females and for unapprenticed male juniors shall be as follows:—

*Wages per Week of 40 Hours.*

	Percentage of Needs Basic Wage.	Constant Loading.	Additional Amount.	Total Wage Payable.
	Per Week.	Per Week. s. d.	Per Week. s. d.	£ s. d.
<i>I.—Adult Females.</i>				
Under three months' experience .. .. .	65	3 0	6 0	4 9 6
All others .. .. .	75	3 0	7 0	5 3 0
<i>II.—Junior Females.</i>				
17 years of age and under .. .. .	40	1 0	3 6	2 14 0
18 years of age .. .. .	47½	1 3	4 0	3 4 0
19 years of age .. .. .	55	1 6	4 6	3 14 0
20 years of age .. .. .	62½	2 0	5 0	4 4 6
<i>III.—Junior Males.</i>				
Under 16 years of age .. .. .	25	0 6	2 0	1 13 6
16 years of age .. .. .	35	0 9	3 0	2 7 0
17 years of age .. .. .	47½	1 0	4 0	3 4 0
18 years of age .. .. .	60	1 0	5 0	4 0 6
19 years of age .. .. .	75	2 0	6 0	5 1 0
20 years of age .. .. .	90	2 0	7 0	6 0 6

Provided that the rate payable to any employee shall not excluding the constant loading be less than 20s.

The total wage shall be calculated to the nearest sixpence, any broken part of sixpence in the result not exceeding threepence to be disregarded.

(b) The minimum rate payable to a junior female of any age or a junior male of eighteen years or more each with less than six months' experience under this Determination shall, until he or she has had six months' experience, be 10 per cent. less than the amount represented by the percentage of the needs basic wage hereby prescribed for a junior employee of his or her age and in addition thereto the constant and further additional loading prescribed for such an employee.

*Prohibited Occupations.*

(c) Junior employees shall not be employed:—

- (i) if under the age of 16 years—  
on oil or gas burners or fires used for heating of small articles;
- (ii) if under 18 years of age—  
die setting on power presses.

## HOURS OF WORK.

*Day Workers.*

5. (a) The ordinary hours of work shall be 40 per week to be worked in five days of not more than 8 hours (Monday to Friday inclusive) and one day (Saturday) of not more than 4 hours; or five days (Monday to Friday inclusive) of 8 hours each continuously except for meal breaks at the discretion of the employer between 7 a.m. and 5.30 p.m. on Monday to Friday inclusive, and 7 a.m. and noon on Saturday.

In localities where the recognized half-holiday is on a day other than Saturday the day so recognized may be substituted for Saturday for all the purposes of this Determination.

Provided that the spread of hours or the daily hours herein prescribed may be altered as to all or a section of the employees by mutual agreement between an employer and the representative of the union in that shop.

*Five-Days Week.*

(b) In any case in which the ordinary week's work of 40 hours can be performed in five days as aforesaid without—

- (i) detriment to the public interest;
- (ii) loss in the value of goods handled or to be handled;
- (iii) reducing the efficiency of production; or
- (iv) reducing the efficacy of the necessary service,

the employer shall allow those employees who so desire to do so to work their ordinary hours in five days as aforesaid. Any dispute as to whether the ordinary hours of work can in any case or cases be worked in five days without detriment, loss or reduction as aforesaid shall be determined by the Wages Board upon application made by or on behalf of the employees. Upon such an application proof that the working of a five-days week will result in such detriment, loss or reduction as aforesaid shall be upon the employer.

This sub-clause shall not apply to employees engaged on the maintenance and servicing of plant.

It is a condition of the allowing of a five-days week hereunder that if required employees shall comply with the reasonable and lawful orders of the employer as to working overtime, including the working of overtime on Saturday.

**SHIFT WORK.***Definitions.*

6. (a) For the purposes of this clause—

“Afternoon shift” means any shift finishing after 6 p.m. and at or before midnight.

“Continuous work” means work carried on with consecutive shifts of men throughout the 24 hours of each of at least six consecutive days without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.

“Night shift” means any shift finishing subsequent to midnight, and at or before 8 a.m.

“Rostered shift” means a shift of which the employee concerned has had at least 48 hours’ notice.

*Hours—Continuous Work Shifts.*

(b) This sub-clause shall apply to shift workers on continuous work as hereinbefore defined.

The ordinary hours of such shift workers shall not exceed—

- (i) 8 in any one day ; or
- (ii) 48 in any one week ; or
- (iii) 88 in 14 consecutive days ; or
- (iv) 160 in 28 consecutive days.

Subject to the following conditions, such shift workers shall work at such times as the employer may require :—

- (i) A shift shall consist of not more than eight hours—inclusive of crib time.
- (ii) Except at the regular change-over of shifts, an employee shall not be required to work more than one shift in each 24 hours.
- (iii) Twenty minutes shall be allowed to shift workers each shift for crib, which shall be counted as time worked.

*Hours—Other than Continuous Work.*

(c) This sub-clause shall apply to shift workers not upon continuous work as hereinbefore defined. The ordinary hours of such shift workers shall not exceed—

- (i) 40 in any week, to be worked in five shifts of 8 hours on Monday to Friday inclusive, or five shifts of not more than eight hours and one shift (Saturday) of not more than four hours ; or
- (ii) 80 in 14 consecutive days, in which case an employee shall not, without payment for overtime be required to work more than eight consecutive hours on any shift or more than six shifts in any week ; or
- (iii) 120 in 21 consecutive days, in which case an employee shall not—without payment for overtime be required to work more than eight consecutive hours on any shift or more than six shifts in any week.

Such ordinary hours shall be worked continuously except for meal breaks at the discretion of the employer. An employee shall not be required to work for more than six hours without a break for a meal.

Except at regular change-over of shifts, an employee shall not be required to work more than one shift in each 24 hours.

*Rosters.*

(d) Shift rosters shall specify the commencing and finishing times of ordinary working hours of the respective shifts.

*Variation by Agreement.*

(e) The method of working shifts may in any case be varied by agreement between the employer and the accredited representative of the union to suit the circumstances of the establishment.

The time of commencing and finishing shifts once having been determined may be varied by agreement between the employer and the accredited representative of the union to suit the circumstances of the establishment, or in the absence of agreement by seven days’ notice of alteration given by the employer to the employees.

*Afternoon or Night Shift Allowances.*

(f) Shift workers on continuous work whilst on afternoon or night shifts shall be paid  $7\frac{1}{2}$  per cent. more than the ordinary rates for such shifts.

Shift workers on other than continuous work whilst on afternoon or night shifts shall be paid 10 per cent. more than the ordinary rates for such shifts.

Shift workers who work on any afternoon or night shift which does not continue for at least five successive afternoons or nights in a five-day workshop or for at least six successive afternoons or nights in a six-day workshop shall be paid at the rate of time and a half.

An employee who—

- (i) during a period of engagement on shift works night shift only ; or
- (ii) remains on night shift for a longer period than four consecutive weeks ; or
- (iii) works on a night shift which does not rotate or alternate with another shift or with day work so as to give him at least one-third of his working time off night shift in each shift cycle,

shall during such engagement, period or cycle, be paid at the rate of time and a quarter for all time worked during ordinary working hours on such night shifts.

(fi) The minimum rate to be paid to any shift worker for work performed between midnight on Friday and midnight on Saturday shall be time and a quarter. Such extra rate to be in substitution for and not cumulative upon the shift premiums prescribed in the first and second paragraphs of sub-clause (f) hereof.

*Overtime.*

(g) Shift workers for all time worked in excess of or outside the ordinary working hours prescribed by this Determination or on a shift other than a rostered shift shall—

- (i) if employed on continuous work be paid at the rate of double time ; or
- (ii) if employed on other shift work at the rate of time and a half for the first four hours and double time thereafter,

except in each case when the time is worked—

- (iii) by arrangement between the employees themselves ;
- (iv) for the purpose of effecting the customary rotation of shifts ; or
- (v) is due to the fact that the relief man does not come on duty at the proper time ; or
- (vi) on a shift to which an employee is transferred on short notice as an alternative to standing the employee off in circumstances which would entitle the employer to deduct payment for a day in accordance with clause 12 (b) hereof.

Provided that when not less than 8 hours' notice has been given to the employer by the relief man that he will be absent from work and the employee whom he should relieve is not relieved the unrelieved employee shall be paid at the rate of time and a half for the first 4 hours on duty after he has finished his ordinary shift and at the rate of double time thereafter except where the employee is required to continue to work on his rostered day off when he shall be paid double time.

(gi) An employer may require any employee to work reasonable overtime at overtime rates, and such employee shall work overtime in accordance with such requirement.

*Sundays and Holidays.*

(A) Shift workers on continuous work shifts for work done on a rostered shift the major portion of which is performed on a Sunday or holiday shall be paid at the rate of time and a half.

Shift workers on other than continuous work for all time worked on a Sunday or holiday shall be paid at the rates prescribed by clause 9 of this Determination. Where shifts commence between 11 p.m. and midnight on a Sunday or holiday the time so worked before midnight shall not entitle the employee to the Sunday or holiday rate; provided that the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or holiday and extending into a Sunday or holiday shall be regarded as time worked on such Sunday or holiday.

*Junior and Female Employees.*

(i) Female shift workers, apprentices or juniors whilst on afternoon or night shifts shall be paid not less than the rates hereinbefore prescribed or 1s. per shift whichever is the higher.

*MIXED FUNCTIONS.*

7. An employee engaged for more than half of one day or shift on duties carrying a higher rate than his ordinary classification shall be paid the higher rate for such day or shift. If for less than half of one day or shift he shall be paid the higher rate for the time so worked.

*OVERTIME.*

8. (a) For all work done outside ordinary hours the rates of pay shall be time and a half for the first four hours and double time thereafter, such double time to continue until the completion of the overtime work. Provided that in the case of an apprentice or a junior, the rate for overtime shall be not less than the rate herein prescribed or 1s. 6d. per hour whichever is the higher.

Except as provided in this sub-clause or sub-clause (b) hereof in computing overtime each day's work shall stand alone.

*Rest Period After Overtime.*

(b) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least eight consecutive hours off duty between the work of successive days.

An employee (other than a casual employee) who works so much overtime between the termination of his ordinary work on one day and the commencement of his ordinary work on the next day that he has not at least eight consecutive hours off duty between those times shall, subject to this sub-clause, be released after completion of such overtime until he has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If on the instructions of his employer such an employee resumes or continues work without having had such eight consecutive hours off duty he shall be paid at double rates until he is released from duty for such period and he shall then be entitled to be absent until he has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

*Call Back.*

(c) An employee recalled to work overtime after leaving his employer's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of three hours' work at the appropriate rate for each time he is so recalled; provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full three hours if the job he was recalled to perform is completed within a shorter period. This sub-clause shall not apply in cases where it is customary for an employee to return to his employer's premises to perform a specific job outside his ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

Overtime worked in the circumstances specified in this sub-clause shall not be regarded as overtime for the purposes of sub-clause (b) of this clause where the actual time worked is less than three hours on such recall or on each of such recalls.

*Saturday Work—Five-days Week.*

(d) A day worker on a five-days week required to work overtime on a Saturday shall be afforded at least three hours' work or paid for three hours at the appropriate rate except where such overtime is continuous with overtime commenced on the day previous.

*Standing By.*

(e) Subject to any custom now prevailing under which an employee is required regularly to hold himself in readiness for a call back, an employee required to hold himself in readiness to work after ordinary hours shall until released be paid standing-by time at ordinary rates from the time from which he is so to hold himself in readiness.

*Meal Hours—General.*

(f) For work done during meal hours and thereafter until a meal hour break is allowed time and a half rates shall be paid. An employee shall not be compelled to work for more than six hours without a break for a meal.

*Crib Time.*

(g) An employee working overtime shall be allowed a crib time of twenty minutes without deduction of pay after each four hours of overtime worked if the employee continues work after such crib time.

Provided that where a day worker on a five-days week is required to work overtime on a Saturday the first prescribed crib time shall, if occurring between 10 a.m. and 1 p.m., be paid at ordinary rates.

Unless the period of overtime is less than one and a half hours an employee before starting overtime after working ordinary hours shall be allowed a meal break of twenty minutes which shall be paid for at ordinary rates. An employer and employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that the employer shall not be required to make any payment in respect of any time allowed in excess of twenty minutes.

*Tea Money.*

(h) An employee required to work overtime for more than two hours without being notified on the previous day or earlier that he will be so required to work shall either be supplied with a meal by the employer or paid 2s., and 1s. 3d. for each subsequent meal, but such payment need not be made to employees living in the same locality as their workshops who can reasonably return home for meals.

Unless the employer advises an employee on the previous day or earlier that the amount of overtime to be worked will necessitate the partaking of a second or subsequent meal (as the case may be) the employer shall provide such second and/or subsequent meals or make payment in lieu thereof as above prescribed.

If an employee pursuant to notice has provided a meal or meals and is not required to work overtime or is required to work less than the amount advised he shall be paid as above prescribed for meals which he has provided, but which are surplus.

*Transport of Employees.*

(i) When an employee, after having worked overtime, or a shift for which he has not been regularly rostered, finishes work at a time when reasonable means of transport are not available, the employer shall provide him with a conveyance to his home, or pay him his current wage for the time reasonably occupied in reaching his home.

*Compulsory Overtime.*

(j) An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.

## HOLIDAYS AND SUNDAY WORK.

9. (a) Employees shall be entitled to the following public holidays without loss of pay as regards employees on weekly hiring:—New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, King's Birthday, Labour Day, Anzac Day, Christmas Day, and Boxing Day, or such other day as is generally observed in the locality as a substitute for any of the said days respectively.

Provided that Christmas Day and Boxing Day shall for the year, 1949, be deemed to fall on the 26th and 27th days of December, 1949, respectively, and that New Year's Day, for the year, 1950, shall be deemed to fall on the 2nd day of January, 1950.

By agreement between any employer and his employees other days may be substituted for the said days or any of them as to such employer's undertaking.

(b) An employee not engaged on continuous work shall be paid at the rate of double time for work done on Sundays and public holidays, such double time to continue until he is relieved from duty.

(c) An employee, other than a casual employee, not engaged in continuous work who works on a Sunday or a public holiday and (except for meal breaks) immediately thereafter continues such work shall on being relieved from duty be entitled to be absent until he has had eight consecutive hours off duty without deduction of pay for ordinary time of duty occurring during such absence.

(d) Employees, other than on shift, required to work on Sundays or public holidays shall be paid for a minimum of three hours' work.

## EXTRA RATES NOT CUMULATIVE.

10. Extra rates in this Determination are not cumulative so as to exceed the maximum of double the ordinary rates.

## PAYMENT OF WAGES.

11. (a) Wages shall be paid weekly or fortnightly.

(b) On the first pay day occurring during his employment, an employee shall be paid whatever wages are due to him up to the completion of his work on the previous day: Provided that this sub-clause shall not apply to employees of electric supply undertakings nor to employers who make a practice of allowing advances to employees approximating wages due.

(c) Upon termination of the employment wages due to an employee shall be paid to him on the day of such termination, or forwarded to him by post on the next working day.

(d) An employee kept waiting for his wages on pay day for more than a quarter of an hour after the usual time for ceasing work, shall be paid at overtime rates after that quarter hour, with a minimum of a quarter of an hour.

(e) On or prior to pay day, the employer shall state to each employee in writing the amount of wages to which he is entitled, the amount of deductions made therefrom, and the net amount being paid to him.

## CONTRACT OF EMPLOYMENT.

*Weekly Employment.*

12. (a) Except as hereinafter provided employment shall be by the week. Any employee not specifically engaged as a casual employee shall be deemed to be employed by the week.

(b) Employment shall be terminated by a week's notice on either side given at any time during the week or by the payment or forfeiture of a week's wages as the case may be. This shall not affect the right of the employer to dismiss any employees without notice for malingering, inefficiency, neglect of duty, or misconduct, and in such cases the wages shall be paid up to the time of dismissal only or to deduct payment for any day the employee cannot be usefully employed because of any strike or through any breakdown in machinery or any stoppage of work by any cause for which the employer cannot reasonably be held responsible.

(c) An employee not attending for duty shall, except as provided by clause 13 hereof, lose his pay for the actual time of such non-attendance.

*Casual Employment.*

(d) A casual employee is one engaged and paid as such. A casual employee for working ordinary time shall be paid per hour one fortieth of the weekly rate prescribed by this Determination for the work which he or she performs plus 10 per cent.

*Late Comers.*

(e) Notwithstanding anything elsewhere contained in this Determination an employer may select and utilize for time-keeping purposes any fractional or decimal proportion of an hour (not exceeding a quarter of an hour) and may apply such proportion in the calculation of the working time of employees who without reasonable cause promptly communicated to the employer, report for duty after their appointed starting times or cease duty before their appointed finishing times.

An employer who adopts a proportion for the aforesaid purpose shall apply the same proportion for the calculation of overtime.

## SICK LEAVE.

13. (a) An employee on weekly hiring who is absent from his work on account of personal illness, or on account of injury by accident arising out of and in the course of his employment, shall be entitled to leave of absence, without deduction of pay, subject to the following conditions and limitations:—

(i) He shall not be entitled to paid leave of absence for any period in respect of which he is entitled to workers' compensation.

(ii) He shall within 24 hours of the commencement of such absence, inform the employer of his inability to attend for duty and, as far as practicable, state the nature of the injury or illness and the estimated duration of the absence.

(iii) He shall prove to the satisfaction of his employer (or in the event of dispute the Wages Board) that he was unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed.

(iv) He shall not be entitled in any year (whether in the employ of one employer or of several) to leave in excess of 40 hours of working time.

For the purpose of administering paragraph (iv) of this sub-clause, an employer may, within one month of this Determination coming into operation or within two weeks of the employee entering his employment, require an employee to make a sworn declaration or other written statement as to what paid leave of absence he has had from any employer during the then current year; and upon such statement the employer shall be entitled to rely and act.



*Single Day Absences.*

(b) In the case of an employee who claims to be allowed paid sick leave in accordance with this clause for an absence of one day only such employee if in the year he has already been allowed paid sick leave on more than one occasion for one day only, shall not be entitled to payment for the day claimed unless he produces to the employer a certificate of a duly-qualified medical practitioner that in his, the medical practitioner's, opinion the employee was unable to attend for duty on account of personal illness or on account of injury by accident. Nothing in this sub-clause shall limit the employer's rights under sub-clause (a) (iii) hereof.

*Cumulative Sick Leave.*

(c) Sick leave shall accumulate from year to year so that any balance of the period specified in sub-clause (a) (iv) of this clause which has in any year not been allowed to an employee by an employer as paid sick leave may be claimed by the employee and subject to the conditions hereinbefore prescribed shall be allowed by that employer in a subsequent year without diminution of the sick leave prescribed in respect of that year. Provided that sick leave which accumulates pursuant to this sub-clause shall be available to the employee for a period of two years, but for no longer from the end of the year in which it accrues.

For the purpose of this sub-clause, service prior to the 1st June, 1946, shall be disregarded.

(cc) Rights accrued under sub-clause (c) hereof prior to the 1st day of January, 1948, shall be preserved except that the total number of hours so accrued and not taken prior to the 1st day of January, 1948, shall be reduced by 1/11th of such total the result to be calculated to the nearest hour.

*Attendance at Hospital, &c.*

(d) Notwithstanding anything contained in sub-clause (a) hereof an employee suffering injury through an accident arising out of and in the course of his employment (not being an injury in respect of which he is entitled to workers' compensation) necessitating his attendance during working hours on a doctor, chemist or trained nurse, or at a hospital, shall not suffer any deduction from his pay for the time (not exceeding four hours) so occupied on the day of the accident, and shall be reimbursed by the employer all expenses reasonably incurred in connexion with such attendance.

**ANNUAL HOLIDAY.**

14. The annual holiday shall be as prescribed by the provisions of the *Factories and Shops (Annual Holidays) Act 1946*, No. 5111, and any amendments which may be made thereto from time to time.

**MISCELLANEOUS.**

*Accommodation and Conveniences.*

*Boiling Water.*

15. (a) (i) Employers shall provide boiling water for employees at meal times.

*Drinking Water.*

(ii) Employers shall provide for the use of employees in workshops a sufficient supply of wholesome cool drinking water from bubble taps or other suitable drinking fountains.

*First-Aid Outfit.*

(iii) In each workshop, and at other places where employees are regularly employed, the employer shall provide and continuously maintain, at a place or places reasonably accessible to all employees, an efficient first-aid outfit.

Clause 8 of Chapter 9 of the Regulations under the *Factories and Shops Act 1928* requires that a first-aid ambulance chest shall be kept in some accessible place upon the premises and that such chest shall be equipped and supplied with the following articles :—

Articles.	Quantities to be kept in Ambulance Chest—
Antiseptic solution .. .. .	1 bottle
Bandages, cotton and gauze .. .. .	1 dozen assorted sizes
Castor oil .. .. .	2 oz.
Iodine, tincture of .. .. .	2 oz.
Manual, first-aid .. .. .	1
Petrolatum, carbolyzed .. .. .	1 jar
Picric acid solution, made according to the following recipe or prescription :— 1½ teaspoonfuls of powdered picric acid, 3 oz. of absolute alcohol, and 2 pints of distilled water .. .. .	1 pint
Pins, safety .. .. .	1 packet
Sal volatile .. .. .	6 oz.
Scissors .. .. .	1 pair
Tourniquet .. .. .	1
Tweezers .. .. .	1 pair
Cotton, absorbent .. .. .	} An adequate assortment
Gauze, sterilized, plain .. .. .	
Lint, absorbent .. .. .	
Plaster, adhesive .. .. .	

*Lockers.*

(iv) An employer shall at some reasonably convenient place on his premises provide a suitable locker for each employee in his workshop, or hanging facilities which afford reasonable protection for employees' clothes. In any case in which compliance with this paragraph necessitates the provision of lockers or new or improved hanging facilities, they shall be provided by the 1st July, 1946, unless the employer proves to the satisfaction of the Wages Board that he is unable by reason of shortage of material or labour or any other difficulties to provide such new or improved facilities, in which case their provision may be postponed for such period or periods as the Wages Board determines.

*Washing and Sanitary Conveniences.*

(v) Employers shall provide proper and sufficient washing and sanitary conveniences.

*Clothing, Equipment and Tools.*

*Damage to Clothing and Tools.*

(b) (i) Compensation to the extent of the damage sustained shall be made where in the course of the work clothing or tools are damaged or destroyed by fire or molten metal or through the use of corrosive substances. Provided that the employer's liability in respect of tools shall be limited to such tools of trade as are ordinarily required for the performance of the employee's duties.

*Goggles.*

(ii) Suitable mica or other goggles shall be provided by the employer for each employee using emery wheels or where used by more than one employee such goggles shall be sterilized before being used by another employee. An employee when working on emery wheels shall wear the goggles provided for his protection.

Goggles containing celluloid shall not be considered suitable for the purposes of this provision.

*Tools.*

(iii) Until further order the employer shall provide for each employee such tools as were customarily provided at the time of the making of this Determination. The employee shall replace or pay for any tools so provided if lost through his negligence.

*Females—Rest Period and Seats.*

(c) Female employees shall be allowed a rest period of not less than ten minutes during each day or shift, to be taken during the first or second half of the day or shift as may be decided by a majority of the female employees in a shop.

When requested by employees and where practicable suitable seats shall be provided by the employer for female employees.

## SHOP STEWARDS.

16. An employee appointed shop steward in the shop or department in which he is employed shall, upon notification thereof to his employer, be recognized as the accredited representative of the union to which he belongs, and he shall be allowed the necessary time during working hours to interview the employer or his representative on matters affecting employees whom he represents.

## RIGHT OF ENTRY OF UNION OFFICIALS.

17. (a) For the purpose of interviewing employees on legitimate union business, a duly accredited union representative shall have the right to enter employer's premises during the midday meal break on the following conditions:—

- (i) That he produces his authority to the gatekeeper or such other person as may be appointed by the employer;
- (ii) That he interviews employees only at places where they are taking their meal;
- (iii) That not more than one representative of each of not more than three unions be on the premises at any one time;
- (iv) That no one representative visit the premises more than once in each week;
- (v) That if any employer alleges that a representative is unduly interfering with his work or is creating dissatisfaction amongst his employees, or is offensive in his methods, or is committing a breach of any of the previous conditions, such employer may refuse the right of entry, but the representative shall have the right to bring such refusal before the Wages Board.

Provided that where certain employees are working under a system of shift work which precludes a representative from interviewing them during the midday meal break, the representative shall have the right to enter the employer's premises for the purpose of interviewing such employees at such time and under such conditions as to notice as may be mutually arranged by the representative and the employer or, failing agreement at such times, and under such conditions as the Wages Board may decide.

(b) For the purpose of investigating complaints concerning the application of this Determination, or the employment of females upon work which is alleged to be unsuitable for females, a duly accredited union representative shall be afforded reasonable facilities for entering an employer's workshop or plant during working hours, subject to the following conditions:—

- (i) That he discloses to the employer or his representative the complaint which he desires to investigate;
- (ii) that he makes his investigations in the presence of the employer or his representative (if the employer so desires);
- (iii) that he does not interfere with work proceeding in the workshop or plant;
- (iv) that he conducts himself properly.

(c) A union representative shall be a duly accredited representative of an organization concerned if he be the holder for the time being of a certificate, signed by the general secretary of that organization and bearing the seal of that organization, in the following form, or in a form not materially differing therefrom:—

(Name of organization.)

THIS IS TO CERTIFY THAT \_\_\_\_\_ is a duly accredited representative of the above-named organization.

(SEAL.)

Secretary.

Date—

Specimen signature of holder.  
Strictly not transferable.

## TIME AND WAGES BOOK.

18. (a) Each employer shall keep a record from which can be readily ascertained the name of each employee and his occupation, the hours worked each day, and the wages and allowances paid each week.

(b) The time occupied by an employee in filling in any time record or cards or in the making of records shall be treated as time of duty, but this does not apply to checking in or out when entering or leaving the employer's premises.

(c) The time and wages record shall be open for inspection to a duly accredited union official during the usual office hours at the employer's office or other convenient place. Provided that an inspection shall not be demanded unless the secretary of the union or the district secretary or organizer of any division suspects that a breach of the Determination has been committed. Provided also that only one demand for such inspection shall be made in one fortnight at the same establishment.

(d) The official making such inspection shall be entitled to take a copy of entries in a time and wages record relating to the suspected breach of the Determination.

## NOTICE BOARD.

19. The employer shall permit a notice board of reasonable dimensions to be erected in a prominent position in his establishment, upon which accredited union representatives shall be permitted to post formal union notices, signed or countersigned by the representative posting same.

Any notice posted on such board not so signed or countersigned may be removed by an accredited Union representative or by the employer.

## DEFINITIONS.

20. (a) "Assembler and Solderer" means an adult male employee engaged in the assembly, soldering, and simple filing of fabricated work, not covered by the definition of "Solderer";

(b) "Mounter—1st Class" means a tradesman required to exercise craft skill in the fashioning and/or repairing of articles from precious metals, and includes a goldsmith or silversmith.

(c) "Mounter—2nd Class" means an adult male employee, not being a tradesman, who is required to fabricate articles where fitting and adjustment are required.

(d) "Precious Gem Mounter" means a tradesman who is required to exercise craft skill in the fashioning and/or repairing of precious metals of a complete mount to be set with gems.

(e) "Process worker" means an employee engaged on—

- (i) repetition work on any automatic, semi-automatic or single-purpose machine or any machine fitted with jigs, gauges, or other tools rendering operations mechanical (and in connexion with which he is not responsible for the setting up of the machine, nor for the dimensions of the products other than by checking with gauges which gauges shall be either unadjustable or, if adjustable, shall not be set by the operator); or
- (ii) in the assembling of parts of mechanical appliances or other articles so made, in which no fitting or adjustment requiring skill is required; or
- (iii) in specialized processes—not requiring use of hand tools except hammers, pliers, screw-drivers, spanners, and files, and such tools as are necessary for deburring or removing rags or edging.

(f) "Setter of Precious Gems" means a tradesman who is required to exercise craft skill in the setting of precious gems.

(g) "Setter" means an adult male employee who sets stones in mounts which mounts, are not made by a machine.

(h) "Solderer" means an adult male employee who is required to do simple soldering, or the soldering of work held in jigs.

(i) "Year" means the period between the 1st day of June in each year and the next 31st day of May.

#### ALL WORK DONE TO BE ON EMPLOYER'S PREMISES.

21. It shall be a breach of this Determination if:—

- (a) An employer requires an employee to take home any material for the purpose of doing any work within the scope of this Determination.
- (b) An employee takes home any material for the purpose mentioned in sub-clause (a) hereof.

#### PERIODICAL ADJUSTMENT OF WAGES.

22. The wages rates set out in clause 2 are based upon the following basic wage rates, and, pursuant to the provisions of section 21 of the *Factories and Shops Act 1934*, the Board hereby determines that such rates shall be automatically adjusted by the same amount and at the same time as such basic wage as prescribed by clause 23.

The wages of adult females, junior females, and male juniors shall be the percentages of the needs basic wage, and in addition thereto the constant and further additional loadings specified in clause 4 of this Determination.

#### Basic Wage.

Place.	Needs Basic Wage (Adjustable).	Loading (Constant).	Total Basic Wage.	Index Number Set Assigned.
	£ s. d.	s. d.	£ s. d.	
Throughout the State .. .. .	6 4 0	6 0	6 10 0	Melbourne

#### ADJUSTMENT OF BASIC WAGE.

23. (a) For the purposes of this Determination, the expression "Commonwealth Statistician's 'all items' retail price index numbers" or any like expression means the numbers stated to be such index numbers in any document purporting, and not proved to be wrongly so purporting, to be printed by the Commonwealth Government Printer or to be signed by or on behalf of the Commonwealth Statistician.

(b) Until the beginning of the first pay period to commence in February, 1950, the amounts of the Basic Wage shall be as prescribed in clause 22.

(c) During each future successive period beginning with the first pay period to commence in a February, a May, an August, or a November, the amount of the needs basic wage shall be adjusted by the following method, namely, by multiplying the last published Commonwealth Statistician's "all items" retail price index number by the factor .087 taken to one place of decimals, the resultant whole number being the amount of the basic wage expressed in shillings, but should the decimal number reach .5 or more the basic wage shall be taken to the next higher shilling.

In addition to the basic wage prescribed in clause 22, the margins and loadings set out hereunder shall constitute the minimum rates payable for the classes of work named therein:—

Classification.	Margin.	Loading.
	s. d.	s. d.
Precious gem mounter .. .. .	55 0	10 0
Setter of Precious gems .. .. .	55 0	10 0
Mounter—1st Class .. .. .	46 0	6 0
Mounter—2nd Class .. .. .	33 0	4 0
Drop hammer operator who sets dies and makes force .. .. .	41 6	6 0
Drop hammer operator, other .. .. .	21 0	3 0
Setter .. .. .	38 6	4 0
Melter and alloyer .. .. .	38 6	4 0
Lapper .. .. .	27 0	3 0
Polisher .. .. .	27 0	3 0
Assembler and Solderer .. .. .	21 0	3 0
Solderer, other .. .. .	21 0	3 0
Die setter .. .. .	23 0	3 0
Engine turner .. .. .	19 0	3 0
Press operator .. .. .	19 0	3 0
Process Worker (as defined) .. .. .	19 0	3 0
Carder .. .. .	10 0	3 0
Pinner up .. .. .	10 0	3 0
*Other employees with not less than three months' experience in this industry .. .. .	6 0	3 0
All others .. .. .	Nil.	3 0

A. V. BARNES, J.P., Chairman.

J. W. RYAN, Secretary.

Melbourne, 7th December, 1949.

By Authority: J. J. GOUBLEY, Government Printer, Melbourne.





# VICTORIA GOVERNMENT GAZETTE.

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FRIDAY, JANUARY 13.

[1950

Factories and Shops Acts.

## DETERMINATION OF THE SEWER BUILDERS BOARD.

NOTE.—(a) This Determination applies to the whole of the State of Victoria.

(b) On the 13th September, 1927, the powers of the Board were extended to enable it to fix the lowest prices or rates which may be paid to any person or persons or classes of persons employed as labourers in connexion with the construction of main storm water drains, whether open or closed, with a capacity not less than that of a circular drain of a diameter of 2 feet 6 inches.

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 persons employed as Labourers in connexion with the construction of sewers," has made the following Determination, namely:—

1. That as from the 15th December, 1949, the last previous Determination of this Board shall be revoked and replaced by this Determination.

### WAGES.

2. NOTE.—Additional rates are provided for persons employed by Contractors. See clause 5

(a)			
<i>Apprentices or Improvers.</i>		<i>Juveniles.</i>	
Wages. Per Week of 40 Hours.		Wages. Per Week of 40 Hours.	
s. d.		s. d.	
1st year } .. .. .	.. .. .	Persons under 19 years of age (other than apprentices or improvers) employed—(a) carrying tools; (b) as toolsmith's assistant .. .. .	.. 104 0
2nd year } .. .. .	.. 97 7		
3rd year } .. .. .	.. .. .		
PROPORTION.			
<i>Apprentices.</i>			
One apprentice to every three or fraction of three employees receiving not less than the rate fixed in this Determination for an employee "not elsewhere classified".			
<i>Improvers.</i>			
One improver to every fifty or fraction of fifty employees receiving not less than the rate fixed in this Determination for an employee "not elsewhere classified".			

All Other Employees.

(b) (i) Day shift:—

	Wages Per Week of 40 Hours.
	£ s. d.
Borer, leading (i.e., employee in charge of borers testing the ground) .. .. .	8 7 6
Borer testing ground .. .. .	8 0 0
Cement gun nozzle operator .. .. .	8 10 0
Concrete floater .. .. .	8 7 6
Concrete gauger, mixer, or handler .. .. .	8 0 0
Concrete mixer-driver doing repairs .. .. .	8 11 0
Concrete mixer-driver not doing repairs .. .. .	8 5 0
Concrete patcher .. .. .	8 7 6
Compressor employee in charge doing repairs .. .. .	8 11 0
Compressor employee in charge not doing repairs .. .. .	8 5 0
Foreman's assistant .. .. .	8 0 0
Hammer and drill hand .. .. .	8 5 0
Jumperman .. .. .	8 0 0
Leading hand in charge of six to ten other employees .. .. .	8 15 0
Leading hand in charge of more than ten other employees .. .. .	9 0 0
Live sewer worker .. .. .	9 10 0
Machine borer .. .. .	8 12 6
Manhole builder .. .. .	8 15 0
Manhole sinker (any shape) .. .. .	8 10 0
Leading pipe layer and/or leading jointer .. .. .	8 12 6
Pipe layer and/or jointer .. .. .	8 10 0
Pitcher setter .. .. .	8 5 0
Ploughman .. .. .	8 5 0
Ploughman's assistant .. .. .	7 15 0
Pneumatic pick or scabbler or vibrator user .. .. .	8 10 0
Powder monkey .. .. .	8 15 0
Pump employee in charge of pump pumping water and doing repairs .. .. .	8 0 0
Reinforcement placer or wiper .. .. .	8 0 0
Renderer in open drains .. .. .	9 0 0
Renderer in pipes, tunnels, or covered drains .. .. .	9 12 6
Rigger's assistant, vent erecting .. .. .	8 5 0
Rigger in charge, vent erecting or dismantling .. .. .	8 15 0
Scoop filler .. .. .	8 0 0
Sinker—with less than three months' experience .. .. .	8 0 0
Sinker (other than manhole sinker) with three months' experience or over .. .. .	8 5 0
Slurry refiller .. .. .	7 15 0
Timber drawer in drives or working below 12 feet in shafts .. .. .	8 5 0
Timber cutter, preparer or measurer .. .. .	8 5 0
Timberman, timbering in trenches immediately behind power excavator .. .. .	8 15 0
Toolsmith .. .. .	8 5 0
Topman .. .. .	7 15 0
Trimmer, leading (i.e., an employee in charge of trimmers) .. .. .	8 10 0
Trimmer, other than leading trimmer .. .. .	8 7 6
Tunneller including an employee excavating in drives .. .. .	8 5 0
Vent erector or dismantler .. .. .	8 0 0
Windlass hand, working alone on tripod windlass .. .. .	8 0 0
Windlass hand—other .. .. .	7 15 0
Employee not elsewhere classified .. .. .	7 15 0

(ii) afternoon and night shift.

The wages rates provided in clause 2 (b) (i) plus an additional 5s. per shift.

FARES AND TRAVELLING TIME ALLOWANCE.

3. (a) Metropolitan.—The following payments shall be made in lieu of fares and travelling time when the place of work is within the radii named from the G.P.O., at the corner of Bourke and Elizabeth-streets, Melbourne:—

Up to and including 12 miles .. .. .	2s. per day.
Over 12 miles and including 20 miles .. .. .	2s. 6d. per day.
Over 20 miles and including 30 miles .. .. .	3s. per day.

These allowances shall not be payable if the employer provides or offers to provide transport free of charge, in which case 1s. 4d. per day travelling allowance shall be paid.

(b) Country.—On country work where camping facilities are not provided and travel cannot be made by a public conveyance, an employee required to travel to and/or from the place of work shall, unless a conveyance be provided by the employer (free of charge), be paid allowances in accordance with the following scale:—

Two miles each way but not more than 5 miles each way .. .. .	1s. per day.
Over 5 miles each way .. .. .	2s. per day.

(c) Employees of Provincial Sewerage Authorities.—Where the workman is compelled to travel to or from his work in excess of two miles from the centre of the municipality, he shall be paid ordinary rates for the time so spent in travelling, provided always that the parties may agree to starting points other than the centre of the municipality.

Provided further that where more than one starting point is fixed, each employee shall be attached to one starting point only, provided that such employee may be transferred to another starting point at any time by agreement.

When an employee travels to and from his home by vehicle drawn by a heavy dray horse, the time allowed for travelling shall be computed at the rate of four miles per hour. When an employee travels on a bicycle, or by a light horse, or by a vehicle drawn by a light horse, the time allowed for travelling shall be computed at the rate of eight miles per hour.

Should an employee have to walk to and from his work, the time allowed for travelling shall be computed at the rate of three miles per hour.

Where an employee is sent from one place to another and cannot reasonably return to his home each night, he shall be paid an allowance of 10s. per day or part thereof for the first five days and 45s. per week thereafter, except where board and lodging are provided by the employer.

## ADDITIONAL ALLOWANCES.

4. (a) *Depth Allowance*.—Any person classified as an apprentice, improver, juvenile worker, topman, or an employee not elsewhere classified working at a depth of 8 feet or more, and any other employee working at a depth of 16 feet or more shall be paid an additional 3d. per hour.

(b) *Compressed Air Work*.—An employee working in an airlock or compressed air up to 20 lbs. per square inch pressure, 3s. per eight hour shift. The working hours and conditions shall be those prescribed by the Standards Association Code for work in compressed air.

(c) *Plan Allowance*.—An employee, provided he is not in charge of six or more employees, engaged on work for which he is supplied with a plan, shall be paid an additional 1s. 6d. per day.

(d) *Special Trimmer*.—A trimmer engaged in trimming an excavation where concrete is to be placed directly against the bottom, sides, or roof of the excavation or user of pneumatic pick while engaged in trimming—6d. per day.

(e) *Wet Pay*.—An employee who is required to work in any excavation in which water, other than rain, is continually falling or dripping from overhead or from the sides of the excavation to such an extent that the employee's clothing is wetted, or any employee who, during the normal course of his work in any excavation, is required to stand in water exceeding 2 inches in depth, shall be paid an additional 2s. per day or portion of a day.

The payment of this allowance shall relieve an employer from any liability to supply such an employee with rubber boots.

(f) *Work in Rain*.—An employee required to work in heavy rain, 2s. per day. (Rain shall be deemed to be heavy when, if the employee works therein as required, his clothing shall become saturated.)

The payment of this allowance shall relieve an employer from any liability to supply such an employee with rubber boots.

(g) *Slurry Refiller*.—A slurry refiller when so engaged shall not be entitled to wet pay but shall receive an additional 1s. 4d. per day or portion of a day.

(h) *Bicycle Allowance*.—An employee required to use his bicycle in the course of his duties shall be paid an allowance of 1/- for each day or part thereof on which he is required to use such bicycle.

## CONTRACTORS' EMPLOYEES.

5. *Allowance in lieu of Payment for Holidays*.—Persons employed by Contractors shall be paid the following amounts in addition to the rates set out in clause 2 in lieu of holidays set forth in clause 9.

Apprentices or Improvers	..	..	..	..	..	..	..	3s. 7d. per week.
Juvenile Workers	..	..	..	..	..	..	..	3s. 10d. per week.
All other Employees	..	..	..	..	..	..	..	7s. 6d. per week.

## WORKING HOURS.

6. (a) Except as in this Determination otherwise provided, the ordinary weekly total hours shall be 40.

(b) Such hours shall be worked continuously except for meal-breaks from Monday to Friday between the hours of 7 a.m. and 5.30 p.m.

(c) Hours, not overtime, worked before or after the ordinary starting or finishing time shall be paid for at time and one half rates.

(d) Where special circumstances exist and a majority of employees desire to work longer hours on any day they may, subject to the consent of the employer and the consent of the union secretary, be permitted to do so without payment of any penalty rate provided the longer hours so worked on any one day do not exceed two (2) and the prescribed working week of 40 hours.

## SHIFTS.

7. The employer may require employees to work such ordinary weekly total on a shift or relay being one of either two or three shifts or relays worked in the 24 hours, but only subject to the following conditions:—

(a) Each shift shall be worked in one period with no break except for recognized meal or smoke oh intervals.

(b) In each shift during which the employee does not receive the same amount of time for a meal interval as that which day workers receive under this Determination he shall be allowed twenty minutes crib time, to be paid for as ordinary working time.

(c) For work done at any time during a shift, which shift comprises within its period any time falling within the time beginning at 7 p.m. and ending at the next following 6 a.m., the ordinary rate of pay shall be increased by five shillings.

(d) Where practicable, shifts shall be changed in rotation each week.

## OVERTIME.

8. (a) Except as in this Determination otherwise provided, all time worked in excess of the ordinary weekly or daily total hours of work shall be paid for at one and a half times the ordinary prescribed rate for the first two hours, and at double the ordinary prescribed rate for all time thereafter.

(b) An employee recalled to work after the expiration of his customary working time for the day, and after he has left work for the day, shall be paid a minimum of two hours' pay at the rate of time and a half.

## PAYMENT FOR HOLIDAYS.

9. All employees other than those employed by Contractors shall be entitled to the following holidays without deduction of pay:—New Year's Day, Australia Day, Labour Day, Good Friday, Easter Saturday, Easter Monday, King's Birthday, Melbourne Cup Day, Christmas Day, Boxing Day, and Anzac Day.

Provided that for employees employed at work beyond a radius of 25 miles of the General Post Office, Melbourne, another day may, by agreement between the employer and the Union, be substituted for Melbourne Cup Day.

Should the 25th December in any year occur on a Saturday or a Sunday the following Monday and Tuesday shall for the purposes of this Determination be deemed to be Christmas Day and Boxing Day respectively. Likewise should the 1st January in any year occur on a Saturday or a Sunday the following Monday shall be deemed to be New Year's Day.

## SPECIAL RATES.

10. An employee required to work on a Sunday or on any holiday other than Melbourne Cup Day prescribed in clause 9 shall be paid at double the ordinary prescribed rate. An employee required to work on Melbourne Cup Day shall be paid at ordinary rates for work done on such day, but shall be granted a day off, without deduction of pay, in lieu of such holiday.

## ANNUAL HOLIDAY.

11. The annual holiday shall be as prescribed by the provisions of the *Factories and Shops (Annual Holidays) Act 1946*, No. 5111 and any amendments which may be made thereto from time to time.

## SICK PAY.

12. (a) An employee employed by the week who is absent from work on account of personal illness or injury by accident for which he is not entitled to workers' compensation shall, on production within twenty-four hours of evidence of his illness or injury satisfactory to his employer, be entitled to leave of absence on the prescribed rate of pay for a period of one week of working time in any one year. Such sick leave shall be cumulative.

(b) Notwithstanding the provisions of sub-clause (a) hereof an employee after one month of service shall be entitled to one day's sick leave.

## PAYMENT OF WAGES.

13. All employees shall be paid weekly.

## MEAL ALLOWANCE.

14. An employee required to work overtime for two hours or more without being notified the day before that he will be so required to work, shall either be supplied with a meal by the employer or paid 2s. 6d., or if the work extends into a second meal hour, 5s. for the two meals, but such payment need not be made to employees living in the same locality as the job who can reasonably return home for meals.

**MINIMUM PAYMENT.**

15. An employee who starts work on any day shall be entitled to a minimum of two hours' pay.

**MIXED FUNCTIONS.**

16. (a) With the exception of live sewer work, an employee engaged for more than two hours in any one day on duties carrying a higher rate than his ordinary classification shall be paid the higher rate for the whole of such day. If he works for two hours or less in such higher classification he shall be paid at the higher rate for the time so worked.

(b) Live sewer work shall be paid for at the live sewer rate with a minimum payment of two hours at the live sewer rate.

(c) In the event of live sewer work being of an unusually offensive nature, the effects of which are experienced by the employee after such live sewer work has ceased, such an employee shall be paid at the live sewer rate from the time the work is commenced until the completion of the day's work.

(d) The decision as to the operation of sub-clause (c) above shall be made by the Inspector or other person in charge of the job, if necessary, after consultation with the Union representative on the job.

**EMPLOYEE PRESENTING HIMSELF FOR WORK.**

17. An employee who presents himself for work and who is not permitted by the employer to commence work on that day for any of the following reasons, namely—wet weather, waiting until shafts are bailed out, shortage of materials, or any other reasons over which the employee has no control, shall be paid:—

(a) A full day's pay if such employee holds himself in readiness for the whole working day or if he leaves with the consent of the employer before the end of the working day.

(b) The actual time for which such employee holds himself in readiness if he leaves without the consent of the employer before the end of the working day.

**EMPLOYEE ON JUMP UPS.**

18. (a) An employee working on jump ups shall be supplied with assistance.

(b) An employee working on a House Branch Sewer for which a separate plan has been issued shall when the excavation reaches a depth of six feet or more be provided with assistance.

**CHANGE HOUSE.**

19. (a) Where two men are employed the employer shall provide canvas shelter covers.

(b) Where three or more men are employed, the employer shall provide a sufficiently roomy and enclosed roofed structure for the use of employees.

**FIRST-AID OUTFIT.**

20. A first-aid outfit shall be provided on all jobs by the employer.

**SANITARY ACCOMMODATION.**

21. The employer shall satisfy himself that reasonable sanitary facilities are available on all jobs and where necessary make provision for such facilities.

**PROVISION OF STAGE OR WINDLASS.**

22. An employee engaged on shaft sinking shall be provided with a stage or windlass at a suitable depth having regard to the nature of the ground. The determination of a suitable depth for the provision of such stage or windlass shall be made by the Inspector or other person in charge of the job, if necessary, after consultation with the Union representative on the job.

**Sheeting Shafts.**

23. All shafts sunk in sandy country to a greater depth than 8 feet shall be sheeted.

**TOOLS.**

24. The employer shall supply all tools necessary, which the employee shall return in good condition (fair wear and tear excepted).

**SUPPLY OF FIREWOOD.**

25. The employer shall provide, free of cost, an adequate supply of firewood on all jobs.

**REST PERIODS.**

26. Two rest periods, each of seven and a half minutes duration, shall be granted each day without deduction of pay at times convenient to the employer's representative in charge of the work.

**DEFINITIONS.**

27. (a) *Live Sewer Work.*—Live sewer work is work carried out in situations where there is direct aerial connexion with a sewer through which sewage is flowing. Where aerial connexion with such sewer is blocked by a disc, plug, water seal, or other means, the live sewer rate shall not apply.

(b) *Slurry Refiller.*—A slurry refiller is an employee who by means of hand tools mixes soil with water to a suitable consistency and/or shovels the resultant mixture into an excavation.

(c) *Renderer.*—A renderer is an employee who applies by hand a continuous coat of cement mortar to a brick, masonry, or set concrete surface, and finishes it to a true and smooth surface by means of a trowel or float.

(d) *Trimmer.*—A trimmer is an employee who, after the bulk of the material to be excavated has been removed, trims the balance of the excavation to the correct line, grade, or cross section.

**PERIODICAL ADJUSTMENT OF WAGES.**

28. The wages rates for other employees set out in clause 2 are based upon the following basic wage and pursuant to the provisions of section 21 of the *Factories and Shops Act 1934*, the Board hereby determines that such rates shall be automatically adjusted by the same amount and at the same time as such basic wage as prescribed by clause 29.

Provided that the rates for improvers and juvenile workers shall be adjusted proportionately to the basic wage, such adjustments to be to the nearest penny, half or less than half of one penny to be disregarded.

*Basic Wage.*

Place.	Needs Basic Wage (Adjustable).	Loading (Constant).	Total Basic Wage.	Index Number Set Assigned.
Throughout the State of Victoria	£ s. d. 6 4 0	s. d. 6 0	£ s. d. 6 10 0	Melbourne



ADJUSTMENT OF BASIC WAGE.

29. (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, 1950, 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.

MARGINAL RATES.

30. In addition to the basic wage provided in clause 28 the margins set out in this clause shall be the minimum rate payable to employees therein provided:—

Classification.	Margins Per Week.
	£ s. d.
Borer, leading (i.e., employee in charge of borers testing the ground)	1 17 6
Borer testing ground	1 10 0
Cement gun nozzle operator	2 0 0
Concrete floater	1 17 6
Concrete gauger, mixer or handler	1 10 0
Concrete mixer-driver doing repairs	2 1 0
Concrete mixer-driver not doing repairs	1 15 0
Concrete patcher	1 17 6
Compressor employee in charge doing repairs	2 1 0
Compressor employee in charge not doing repairs	1 15 0
Foreman's assistant	1 10 0
Hammer and drill hand	1 15 0
Jumperman	1 10 0
Leading hand in charge of six to ten other employees	2 5 0
Leading hand in charge of more than ten other employees	2 10 0
Live sewer worker	3 0 0
Machine borer	2 2 6
Manhole builder	2 5 0
Manhole sinker (any shape)	2 0 0
Leading pipe layer and/or leading jointer	2 2 6
Pipe layer and/or jointer	2 0 0
Pitcher setter	1 15 0
Ploughman	1 15 0
Ploughman's assistant	1 5 0
Pneumatic pick or scabbler or vibrator user	2 0 0
Powder monkey	2 5 0
Pump employee in charge of pump pumping water and doing repairs	1 10 0
Reinforcement placer or wiper	1 10 0
Renderer in open drains	2 10 0
Renderer in pipes, tunnels, or covered drains	3 2 6
Rigger's assistant, vent erecting	1 15 0
Rigger in charge, vent erecting or dismantling	2 5 0
Scoop filler	1 10 0
Sinker—with less than three months' experience	1 10 0
Sinker (other than manhole sinker) with three months' experience or over	1 15 0
Slurry refiller	1 5 0
Timber drawer in drives or working below 12 feet in shafts	1 15 0
Timber cutter, preparer, or measurer	1 15 0
Timberman, timbering in trenches immediately behind power excavator	2 5 0
Toolsmith	1 15 0
Topman	1 5 0
Trimmer, leading (i.e., an employee in charge of trimmers)	2 0 0
Trimmer, other than leading trimmer	1 17 6
Tunneller including an employee excavating in drives	1 15 0
Vent erector or dismantler	1 10 0
Windlass hand, working alone on tripod windlass	1 10 0
Windlass hand, other	1 5 0
Employee not elsewhere classified	1 5 0

A. V. BARNES, J.P., Chairman.

J. W. RYAN, Secretary.

Melbourne, 14th December, 1949.





# VICTORIA GOVERNMENT GAZETTE.

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FRIDAY, JANUARY 13.

[1950

Factories and Shops Acts.

## DETERMINATION OF THE HOSPITAL EXECUTIVES 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 full time as an executive officer (namely, a secretary, an assistant secretary, a chief clerk, or an accountant) in or in connexion with any hospital or benevolent home registered pursuant to the *Hospital and Charities Act 1928*, and any amendments theret," has made the following Determination, namely:—

1. That as from the beginning of the first pay period to commence on or after the 29th December, 1949, the last previous Determination of this Board shall be revoked and replaced by this Determination.

2.

### WAGES PER WEEK.

Secretary.	Males.			Females.		
	£	s.	d.	£	s.	d.
Where the adjusted bed capacity is—						
under 25 .. .. .	11	4	6	9	1	9
25 to 35 .. .. .	11	10	0	9	6	3
36 " 45 .. .. .	11	18	3	9	12	9
46 " 55 .. .. .	12	6	6	9	19	3
56 " 65 .. .. .	12	17	6	10	8	3
66 " 75 .. .. .	13	8	6	10	17	0
76 " 85 .. .. .	13	19	6	10	19	0
86 " 95 .. .. .	14	13	3	11	4	6
96 " 105 .. .. .	15	12	6	11	19	0
106 " 125 .. .. .	16	11	9	12	13	3
126 " 150 .. .. .	17	11	0	13	7	9
151 " 175 .. .. .	18	10	3	14	2	3
176 " 200 .. .. .	19	9	6	14	16	9
201 " 250 .. .. .	20	8	9	15	11	0
251 " 300 .. .. .	21	8	0	16	5	6
301 " 350 .. .. .	22	7	3	17	0	0
351 " 400 .. .. .	23	6	6	17	14	6
401 " 450 .. .. .	24	8	6	18	11	0
451 " 500 .. .. .	25	10	6	19	7	6
501 " 550 .. .. .	26	12	6	20	4	0
551 " 600 .. .. .	27	14	6	21	0	6
601 " 650 .. .. .	28	16	6	21	17	0
651 " 700 .. .. .	29	18	6	22	13	6
701 " 750 .. .. .	31	0	6	23	10	0

WAGES PER WEEK.

		Males.	Females.
		£ s. d.	£ s. d.
<i>Assistant Secretary.</i>			
Where the adjusted bed capacity is—			
under	150	12 17 6	9 17 9
151	175	13 3 0	10 1 9
176	200	13 8 6	10 6 0
201	250	13 19 6	10 14 3
251	300	14 10 6	11 2 6
301	350	15 1 6	11 10 9
351	400	15 12 6	11 19 0
401	450	16 3 6	12 7 3
451	500	16 14 6	12 15 6
501	550	17 5 6	13 3 9
551	600	17 16 6	13 12 0
601	650	18 7 6	14 0 3
651	700	18 18 6	14 8 6
701	750	19 9 6	14 16 9
<i>Accountant.</i>			
Where the adjusted bed capacity is—			
under	95	11 4 6	8 13 0
96	105	11 10 0	8 17 0
106	125	11 15 6	9 1 3
126	150	12 1 0	9 5 3
151	175	12 6 6	9 9 6
176	200	12 12 0	9 13 6
201	250	12 17 6	9 17 9
251	300	13 8 6	10 6 0
301	350	13 19 6	10 14 3
351	400	14 10 6	11 2 6
401	450	15 1 6	11 10 9
451	500	15 12 6	11 19 0
501	550	16 3 6	12 7 3
551	600	16 14 6	12 15 6
601	650	17 5 6	13 3 9
651	700	17 16 6	13 12 0
701	750	18 7 6	14 0 3
<i>Chief Clerk.</i>			
Where the adjusted bed capacity is—			
under	105	9 0 6	7 0 0
106 to	175	9 11 6	7 8 3
176	250	9 17 0	7 12 3
251	350	10 2 6	7 16 6
351	400	10 8 0	8 0 6
401	450	10 13 6	8 4 9
451	500	10 19 0	8 8 9
501	550	11 4 6	8 13 0
551	600	11 10 0	8 17 0
601	650	11 15 6	9 1 3
651	700	12 1 0	9 5 3
701	750	12 6 6	9 9 6

ADJUSTED BED CAPACITY.

3. (1) For the purposes of this Determination the adjusted bed capacity shall be the bed capacity shown in the last annual return furnished by the respective institution to the Hospitals and Charities Commission of Victoria or other statutory body and in the case of a Secretary, Assistant Secretary, and the Accountant where no Assistant Secretary is employed shall be further adjusted in respect to the number of out-patients' attendances and maternity beds as follows:—

(a) Out-patients' attendances—

- (i) For the first 49,000 out-patients' attendances add one bed for each 700 or part thereof;
- (ii) For the second 49,000 out-patients' attendances add one bed for each 1,400 or part thereof;
- (iii) Thereafter add one bed for each 2,100 or part thereof.

Provided that for the nine months ending 31st March, 1949, the out-patients' attendance shall be calculated on a basis of 133½ per cent. of the actual attendance during that period.

(b) Maternity beds.—One-third or part thereof of the number of maternity beds as stated in the above return shall be added to the total number of beds.

(2) Officers in hospitals in which the chief and principal treatment is in connexion with—

- (a) eyes, ears, nose, and throat, shall be paid for as 301 adjusted beds;
- (b) dentistry, shall be paid for as 251 adjusted beds.
- (c) after care, shall be paid for as 251 adjusted beds.

DEFINITIONS.

4. "Secretary" means any person employed full time as—

- (a) Secretary, Manager, or Business Manager; or
- (b) the principal administrative officer, however styled in any institution.

"Assistant Secretary" means any person employed full time and appointed to act as first assistant to a Secretary as defined.

"Accountant" means any person who is a certificated member of a recognized Institute of Accountants, and who has been appointed to work full time as the Accountant at any institution. Provided that any person who has held the position of Accountant in any institution prior to 1st April, 1948, shall not be required to hold a certificate from a recognized Institute of Accountants.

"Chief Clerk" means any person appointed to act full time as such, but does not include any person covered by the definitions of Secretary, Assistant Secretary, or Accountant.



## ACCOMMODATION.

14. (a) Where an officer in a Benevolent Home is required to reside in quarters provided for him by the Institution, no deduction for the use of such quarters shall be made from his wages, and the officer shall be on call for institutional matters at all reasonable times.

(b) Where an officer attached to a Hospital is required to reside in quarters provided for him by the Institution a deduction of not more than ten per cent. may be made from his wages as rental.

## RATES AND CONDITIONS TO BE MAINTAINED.

15. Nothing in this Determination shall be deemed or construed to reduce the wage or allowance any officer was receiving prior to the date of operation of this Determination or alter unfavourably the terms or conditions of employment operating at the date hereof.

## PERIODICAL ADJUSTMENT OF WAGES.

16. The wages rates set out in clause 2 are based upon the following basic wage and, pursuant to the provisions of section 21 of the *Factories and Shops Act* 1934, the Board hereby determines that such rates shall be automatically adjusted by the same amount and at the same time as such basic wage as prescribed by clause 17.

*Basic Wage.*

Place.	Needs Basic Wage Adjustable.	Loading Constant.	Total Basic Wage.	Index Number Set Assigned.
	£ s. d.	s. d.	£ s. d.	
Throughout the State .. .. .	6 4 0	6 0	6 10 0	Melbourne

## ADJUSTMENT OF BASIC WAGE.

17. (a) For the purposes of this Determination, the expression "Commonwealth Statistician's 'all items' retail price index numbers" or any like expression means the numbers stated to be such index numbers in any document purporting, and not proved to be wrongly so purporting, to be printed by the Commonwealth Government Printer or to be signed by or on behalf of the Commonwealth Statistician.

(b) Until the beginning of the first pay period to commence in February, 1950, the amounts of the Basic Wage shall be as prescribed in clause 16.

(c) During each future successive period beginning with the first pay period to commence in a February, a May, an August, or a November, the amount of the needs basic wage shall be adjusted by the following method, namely, by multiplying the last published Commonwealth Statistician's "all items" retail price index number by the factor .087 taken to one place of decimals, the resultant whole number being the amount of the basic wage expressed in shillings, but should the decimal number reach .5 or more the basic wage shall be taken to the next higher shilling.

P. A. RANGLES, J.P., Chairman.

J. V. WILLOX, Secretary.

Melbourne, 14th December, 1949.



# VICTORIA GOVERNMENT GAZETTE.

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FRIDAY, JANUARY 13.

[1950

Factories and Shops Acts.

## DETERMINATION OF THE RADIO BOARD.

NOTE.—This Determination now 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 trade of manufacturing, assembling or maintaining radio appliances, parts or accessories (other than batteries), but not including persons subject to the jurisdiction of any Wages Board heretofore appointed," has made the following Determination, namely:—

1. That, as from the beginning of the first pay period to commence on or after the 19th December, 1949, the last previous Determination of this Board shall be revoked and replaced by this Determination.

2.

Adults.	Wages per Week of 40 Hours.		
	Within a Radius of 20 Miles of G.P.O., Melbourne; 10 Miles of G.P.O., Geelong; at Warrnambool, and within Mildura and Gippsland Districts.	At Yallourn.	Other Parts of Victoria.
	£ s. d.	£ s. d.	£ s. d.
Radio serviceman .. .. .	8 18 6	9 5 0	8 15 6
Radio repairer .. .. .	7 19 0	8 5 6	7 16 0
Radio wiper, i.e., employee wiring a complete set from a circuit diagram or model other than on production line .. .. .	7 14 0	8 0 6	7 11 0
Power tube operative—			
1st six months' experience .. .. .	7 14 0	8 0 6	7 11 0
Thereafter .. .. .	7 18 0	8 4 6	7 15 0
Tradesmen (radio) .. .. .	9 2 0	9 8 6	8 19 0
Radio tester .. .. .	8 9 0	8 15 6	8 6 0
Final tester and fault finder .. .. .	8 18 6	9 5 0	8 15 6
Process worker .. .. .	7 12 0	7 18 6	7 9 0
Other employees with not less than three months' experience in the Metal			
Trades Industry .. .. .	6 19 0	7 5 6	6 16 0
All others .. .. .	6 13 0	6 19 6	6 10 0

Radio servicemen who in the service of their employers use their own motor vehicles shall be paid additional allowances as follows:—

	Per Week.
	£ s. d.
Motor car .. .. .	3 0 0
Motor cycle and side car .. .. .	1 15 0
Motor cycle .. .. .	1 5 0

### LEADING HANDS.

Leading hands in charge of not less than three and not more than ten employees, 9s. per week extra; more than ten and not more than twenty employees, 18s. per week extra; more than 20 employees, 27s. per week extra.

## FEMALE AND UNAPPRENTICED JUNIOR LABOUR.

3. (a) Subject to the exceptions hereinafter provided, the minimum rates of wages for adult and junior females and for unapprenticed male juniors shall be as follows:—

## WAGES PER WEEK OF 40 HOURS.

	Percentage of Needs Basic Wage.	Constant Loading.	Additional Amount.	Total Wage Payable—		
				Within 20 Miles of G.P.O., Melbourne; 10 Miles of G.P.O., Geelong; at Warrnambool, and within Mildura and Gippsland Districts.	At Yallourn.	Other Parts of Victoria.
		<i>s. d.</i>	<i>s. d.</i>	<i>£ s. d.</i>	<i>£ s. d.</i>	<i>£ s. d.</i>
<i>I.—Adult Females.</i>						
Under three months' experience ..	65	3 0	6 0	4 9 6	4 14 0	4 7 6
All others .. .. .	75	3 0	7 0	5 3 0	5 8 0	5 0 6
<i>II.—Junior Females.</i>						
17 years of age and under ..	40	1 0	3 6	2 14 0	2 16 6	2 13 0
18 years of age .. .. .	47½	1 3	4 0	3 4 0	3 7 0	3 2 6
19 years of age .. .. .	55	1 6	4 6	3 14 0	3 18 0	3 12 6
20 years of age .. .. .	62½	2 0	5 0	4 4 6	4 8 6	4 2 6
<i>III.—Junior Males.</i>						
Under 16 years of age .. ..	25	0 6	2 0	1 13 6	1 15 0	1 12 6
16 years of age .. .. .	35	0 9	3 0	2 7 0	2 9 6	2 6 0
17 years of age .. .. .	47½	1 0	4 0	3 4 0	3 7 0	3 2 6
18 years of age .. .. .	60	1 0	5 0	4 0 6	4 4 6	3 18 6
19 years of age .. .. .	75	2 0	6 0	5 1 0	5 6 0	4 18 6
20 years of age .. .. .	90	2 0	7 0	6 0 6	6 6 6	5 18 0

Provided that the rate payable to any employee shall not, excluding the constant loading, be less than 20s.

The total wage shall be calculated to the nearest sixpence, any broken part of sixpence in the result not exceeding threepence to be disregarded.

(b) The minimum rate payable to a junior female of any age or a junior male of eighteen years or more each with less than six months' experience under this Determination shall, until he or she has had six months' experience, be 10 per cent. less than the amount represented by the percentage of the needs basic wage hereby prescribed for a junior employee of his or her age and in addition thereto the constant loading prescribed for such an employee:

Provided that this sub-clause shall not operate to reduce the rates paid to any female employee as from the beginning of the first pay period to commence in August, 1942.

## SPECIAL RATES.

4. In addition to the wages prescribed in clauses 2 and 3 hereof, the following special rates and allowances shall be paid to employees, including unapprenticed juniors:—

*Cold Places.*

(a) Working for more than one hour in places where the temperature is reduced by artificial means below 32 degrees Fahrenheit, 1½d. per hour extra. Where the work continues for more than two hours employees shall be entitled to a rest period of twenty minutes every two hours without loss of pay.

*Dirty Work.*

(b) Work which a foreman and workman shall agree is of an unusually dirty or offensive nature, 1½d. per hour extra.

In case of disagreement between the foreman and workman, the workman or a shop steward on his behalf shall be entitled within 24 hours, to ask for a decision in the workman's claim by the employer's industrial officer (if there be one), or otherwise by the employer or the executive officer responsible for the management or superintendence of the plant concerned. In such case a decision shall be given on the workman's claim within 48 hours of its being asked for (unless that time expires on a non-working day in which case it shall be given during the next working day), or else the said allowance shall be paid.

In any case where an organization alleges that an employer or his representative is persistently unreasonable or capricious in relation to such claims, it shall have the right to bring such case before the Wages Board.

*Hot Places.*

(c) Working for more than one hour in the shade in places where the temperature is raised by artificial means to between 115 and 130 degrees Fahrenheit, 1½d. per hour extra; in places where the temperature exceeds 130 degrees Fahrenheit, 3d. per hour extra. Where work continues for more than two hours in temperatures exceeding 130 degrees Fahrenheit, employees shall also be entitled to twenty minutes' rest after every two hours' work without deduction of pay. The temperature shall be decided by the foreman of the work after consultation with the employees who claim the extra rate.

*Wet Places.*

(d) An employee working in any place where his clothing or boots become saturated, whether by water, oil or otherwise, shall be paid 2d. per hour extra: provided that this extra rate shall not be payable to an employee who is provided by the employer with suitable and effective protective clothing and/or footwear: And provided further that any employee who becomes entitled to this extra rate shall be paid such extra rate for such part of the day or shift as he is required to work in wet clothing or boots.

*Special Rates not Cumulative.*

(e) Where more than one of the disabilities entitling a workman to extra rates exist on the same job the employer shall be bound to pay only one rate, namely, the highest for the disabilities so prevailing.

*Rates not Subject to Penalty Additions.*

(f) The special rates herein prescribed shall be paid irrespective of the times at which the work is performed, and shall not be subject to any premium or penalty additions.



## TRAVELLING AND BOARD.

5. (a) An employee who on any day or from day to day is required to work at a job away from his accustomed workshop or depot shall at the direction of his employer present himself for work at such job at the usual starting time; but for all time reasonably spent in reaching and returning from such job (in excess of the time normally spent in travelling from his home to such workshop or depot and returning) he shall be paid travelling time, and also any fares reasonably incurred in excess of those normally incurred in travelling between his home and such workshop or depot.

An employee who with the approval of his employer uses his own means of transport for travelling to or from outside jobs shall be paid the amount of excess fares which he would have incurred in using public transport unless he has an arrangement with his employer for a regular allowance.

(b) An employee—

(i) engaged in one locality to work in another; or

(ii) sent from his usual locality to another for employment which can reasonably be regarded as permanent, involving a change of residence, shall be paid travelling time whilst necessarily travelling between such localities, and, for a period not exceeding three months, expenses.

(c) An employee sent from his usual locality to another (in circumstances other than those prescribed in sub-clause (b) hereof) and required to remain away from his usual place of abode shall be paid travelling time whilst necessarily travelling between such localities, and expenses whilst so absent from his usual locality.

(d) The rate of pay for travelling time shall be ordinary rates, except on Sundays and holidays, when it shall be time and a half.

(e) The maximum travelling time to be paid for shall be twelve hours out of every twenty-four hours, or when sleeping berth is provided by the employer for all-night travel, eight hours out of every twenty-four.

(f) "Expenses" for the purpose of this clause means:—

(i) All fares reasonably incurred.

For boat travel the fares allowed shall be first-class on coastal boats, and on interstate boats where there is no second-class as distinct from steerage; and for rail travel, second-class, except where all-night travelling is involved, when they shall be first-class, with sleeping berth where available.

(ii) Reasonable expenses incurred whilst travelling, including 2s. 6d. for each meal taken.

(iii) A reasonable allowance to cover the cost incurred for board and lodging.

(g) A camping allowance of 3s. per day for every day, including Sunday, shall be paid to employees engaged on country jobs at places where ordinary board and residence is not obtainable and camping in tents, cubicles or other temporary shelter is necessary; Provided that where cooked meals are procurable by the employee at a mess established by the employer, the amount of such country allowance shall be 9d. per day for every day, including Sunday.

(h) Until further order an employer shall be free to engage labour on the site of a job carried on away from the workshop without payment of any travelling time or fares, unless such employee is sent from the workshop: Provided that if any employee engaged for the erection of a job had previously been engaged by the same employer in the fabrication of the job in a workshop he shall be paid fares in excess of those incurred in travelling to and from the workshop.

## HOURS OF WORK.

*Day Workers.*

6. (a) The ordinary hours of work shall be 40 per week to be worked in five days of not more than 8 hours (Monday to Friday inclusive) and one day (Saturday) of not more than 4 hours; or five days (Monday to Friday inclusive) of 8 hours each continuously except for meal breaks at the discretion of the employer, between 7 a.m. and 5.30 p.m. on Monday to Friday inclusive, and 7 a.m. and noon on Saturday.

In localities where the recognized half-holiday is on a day other than Saturday the day so recognized may be substituted for Saturday for all the purposes of this Determination.

Provided that the spread of hours or the daily hours herein prescribed may be altered as to all or a section of the employees by mutual agreement between an employer and the representative of the union in that shop.

*Five-Days Week.*

(b) In any case in which the ordinary week's work of 40 hours can be performed in five days as aforesaid without—

(i) detriment to the public interest;

(ii) loss in the value of goods handled or to be handled;

(iii) reducing the efficiency of production; or

(iv) reducing the efficacy of the necessary service,

the employer shall allow those employees who so desire to do so to work their ordinary hours in five days as aforesaid. Any dispute as to whether the ordinary hours of work can in any case or cases be worked in five days without detriment, loss, or reduction as aforesaid shall be determined by the Wages Board upon application made by or on behalf of the employees. Upon such an application proof that the working of a five-days week will result in such detriment, loss, or reduction as aforesaid shall be upon the employer.

This sub-clause shall not apply to employees engaged on the maintenance and servicing of plant.

It is a condition of the allowing of a five-days week hereunder that if required employees shall comply with the reasonable and lawful orders of the employer as to working overtime, including the working of overtime on Saturday.

## SHIFT WORK.

*Definitions.*

7. (a) For the purposes of this clause—

"Afternoon shift" means any shift finishing after 6 p.m. and at or before midnight.

"Continuous work" means work carried on with consecutive shifts of men throughout the twenty-four hours of each of at least six consecutive days without interruption except during breakdowns or meal breaks, or due to unavoidable causes beyond the control of the employer.

"Night shift" means any shift finishing subsequent to midnight and at or before 8 a.m.

"Rostered shift" means a shift of which the employee concerned has had at least 48 hours' notice.

*Hours—Continuous Work Shifts.*

(b) This sub-clause shall apply to shift workers on continuous work as hereinbefore defined.

The ordinary hours of such shift workers shall not exceed—

(i) 8 in any one day; or

(ii) 48 in any one week; or

(iii) 88 in 14 consecutive days; or

(iv) 160 in 28 consecutive days.

Subject to the following conditions such shift workers shall work at such times as the employer may require—

- (i) a shift shall consist of not more than 8 hours, inclusive of crib time ;
- (ii) except at the regular change-over of shifts an employee shall not be required to work more than one shift in each 24 hours ;
- (iii) twenty minutes shall be allowed to shift workers each shift for crib, which shall be counted as time worked.

*Hours—Other Than Continuous Work.*

(c) This sub-clause shall apply to shift workers not upon continuous work as hereinbefore defined. The ordinary hours of such shift workers shall not exceed—

- (i) 40, in any week to be worked in five shifts of 8 hours on Monday to Friday inclusive, or five shifts of not more than 8 hours and one shift (Saturday) of not more than 4 hours ; or
- (ii) 80, in 14 consecutive days, in which case an employee shall not, without payment for overtime, be required to work more than 8 consecutive hours on any shift or more than six shifts in any week ; or
- (iii) 120, in 21 consecutive days, in which case an employee shall not, without payment for overtime, be required to work more than 8 consecutive hours on any shift or more than six shifts in any week.

Such ordinary hours shall be worked continuously, except for meal breaks, at the discretion of the employer. An employee shall not be required to work for more than six hours without a break for a meal.

Except at regular change-over of shifts an employee shall not be required to work more than one shift in each 24 hours.

*Rosters.*

(d) Shift rosters shall specify the commencing and finishing times of ordinary working hours of the respective shifts.

*Variation by Agreement.*

(e) The method of working shifts may in any case be varied by agreement between the employer and the accredited representative of the union to suit the circumstances of the establishment.

The time of commencing and finishing shifts once having been determined may be varied by agreement between the employer and the accredited representative of the union to suit the circumstances of the establishment, or in the absence of agreement by seven days' notice of alteration given by the employer to the employees.

*Afternoon or Night Shift Allowances.*

(f) Shift workers on continuous work whilst on afternoon or night shifts shall be paid  $7\frac{1}{2}$  per cent more than the ordinary rates for such shifts.

Shift workers on other than continuous work whilst on afternoon or night shifts shall be paid 10 per cent. more than the ordinary rates for such shifts.

Shift workers who work on any afternoon or night shift which does not continue for at least five successive afternoons or nights in a five-day workshop or for at least six successive afternoons or nights in a six-day workshop shall be paid at the rate of time and a half.

An employee who—

- (i) during a period of engagement on shift works night shift only ; or
- (ii) remains on night shift for a longer period than four consecutive weeks ; or
- (iii) works on a night shift which does not rotate or alternate with another shift or with day work so as to give him at least one-third of his working time off night shift in each shift cycle.

shall during such engagement, period or cycle, be paid at the rate of time and a quarter for all time worked during ordinary working hours on such night shifts.

(fi) The minimum rate to be paid to any shift worker for work performed between midnight on Friday and midnight on Saturday shall be time and a quarter. Such extra rate to be in substitution for and not cumulative upon the shift premiums prescribed in the first and second paragraph of sub-clause (f) hereof.

*Overtime.*

(g) Shift workers for all time worked in excess of or outside the ordinary working hours prescribed by this Determination or on a shift other than a rostered shift shall—

- (i) if employed on continuous work be paid at the rate of double time ; or
- (ii) if employed on other shift work at the rate of time and a half for the first four hours and double time thereafter, except in such case when the time is worked—
- (iii) by arrangement between the employees themselves ;
- (iv) for the purpose of effecting the customary rotation of shifts ; or
- (v) is due to the fact that the relief man does not come on duty at the proper time ; or
- (vi) on a shift to which an employee is transferred on short notice as an alternative to standing the employee off in circumstances which would entitle the employer to deduct payment for a day in accordance with clause 13 (b) hereof.

Provided that when not less than 8 hours' notice has been given to the employer by the relief man that he will be absent from work and the employee whom he should relieve is not relieved the unrelieved employee shall be paid at the rate of time and a half for the first 4 hours on duty after he has finished his ordinary shift and at the rate of double time thereafter except where the employee is required to continue to work on his rostered day off when he shall be paid double time.

(gi) An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.

*Sundays and Holidays.*

(h) Shift workers on continuous work shifts for work done on a rostered shift the major portion of which is performed on a Sunday or holiday shall be paid at the rate of time and a half.

Shift workers on other than continuous work for all time worked on a Sunday or holiday shall be paid at the rates prescribed by clause 10. of this Determination. Where shifts commence between 11 p.m. and midnight on a Sunday or holiday the time so worked before midnight shall not entitle the employee to the Sunday or holiday rate ; provided that the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or holiday and extending into a Sunday or holiday shall be regarded as time worked on such Sunday or holiday.

*Junior and Female Employees.*

(i) Female shift workers, apprentices or juniors whilst on afternoon or night shifts shall be paid not less than the rates hereinbefore prescribed or 1s. per shift whichever is the higher.

*MIXED FUNCTIONS.*

8. An employee engaged for more than half of one day or shift on duties carrying a higher rate than his ordinary classification shall be paid the higher rate for such day or shift. If for less than half of one day or shift, he shall be paid the higher rate for the time so worked.

## OVERTIME.

9. (a) For all work done outside ordinary hours the rates of pay shall be time and a half for the first four hours and double time thereafter, such double time to continue until the completion of the overtime work. Provided that in the case of an apprentice or a junior the rate for overtime shall be not less than the rate herein prescribed or 1s. 6d. per hour, whichever is the higher.

Except as provided in this sub-clause or sub-clause (b) hereof in computing overtime each day's work stand alone.

*Rest Period After Overtime.*

(b) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least eight consecutive hours off duty between the work of successive days.

An employee (other than a casual employee) who works so much overtime between the termination of his ordinary work on one day and the commencement of his ordinary work on the next day that he has not at least eight consecutive hours off duty between those times shall, subject to this sub-clause, be released after completion of such overtime until he has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If on the instructions of his employer such an employee resumes or continues work without having had such eight consecutive hours off duty he shall be paid at double rates until he is released from duty for such period and he shall then be entitled to be absent until he has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

*Call Back.*

(c) An employee recalled to work overtime after leaving his employer's business premises (whether notified before or after leaving the premises) shall be paid for a minimum of three hours' work at the appropriate rate for each time he is so recalled; provided that except in the case of unforeseen circumstances arising, the employee shall not be required to work the full three hours if the job he was recalled to perform is completed within a shorter period. This sub-clause shall not apply in cases where it is customary for an employee to return to his employer's premises to perform a specific job outside his ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

Overtime worked in the circumstances specified in this sub-clause shall not be regarded as overtime for the purposes of sub-clause (b) of this clause where the actual time worked is less than three hours on such recall or on each of such recalls.

*Saturday Work—Five-days Week.*

(d) A day worker on a five-days week required to work overtime on a Saturday shall be afforded at least three hours' work or paid for three hours at the appropriate rate except where such overtime is continuous with overtime commenced on the day previous.

*Standing By.*

(e) Subject to any custom now prevailing under which an employee is required regularly to hold himself in readiness for a call back, an employee required to hold himself in readiness to work after ordinary hours shall until released be paid standing-by time at ordinary rates from the time from which he is so to hold himself in readiness. Provided that the existence of a custom shall not operate to relieve an employer from paying a refrigeration serviceman the rate herein prescribed.

*Meal Hours—General.*

(f) For work done during meal hours and thereafter until a meal-hour break is allowed time and a half rates shall be paid. An employee shall not be compelled to work for more than six hours without a break for a meal.

*Meal Hours—Maintenance Employees.*

(g) Subject to the provisions of the second part of sub-clause (f) of this clause an employee employed as a regular maintenance man shall work during meal breaks at the ordinary rates herein prescribed whenever instructed to do so for the purpose of making good break-downs of plant or upon routine maintenance of plant which can only be done while such plant is idle.

*Crib Time.*

(h) An employee working overtime shall be allowed a crib time of twenty minutes without deduction of pay after each four hours of overtime worked if the employee continues work after such crib time.

Provided that where a day worker on a five-days week is required to work overtime on a Saturday the first prescribed crib time shall, if occurring between 10 a.m. and 1 p.m., be paid at ordinary rates.

Unless the period of overtime is less than one and a half hours an employee before starting overtime after working ordinary hours shall be allowed a meal break of twenty minutes which shall be paid for at ordinary rates. An employer and employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that the employer shall not be required to make any payment in respect of any time allowed in excess of twenty minutes.

*Tea Money.*

(i) An employee required to work overtime for more than two hours without being notified on the previous day or earlier that he will be so required to work shall either be supplied with a meal by the employer or paid 2s. and 1s. 3d. for each subsequent meal, but such payment need not be made to employees living in the same locality as their workshops who can reasonably return home for meals.

Unless the employer advises an employee on the previous day or earlier that the amount of overtime to be worked will necessitate the partaking of a second or subsequent meal (as the case may be) the employer shall provide such second and/or subsequent meals or make payment in lieu thereof as above prescribed.

If an employee pursuant to notice has provided a meal or meals and is not required to work overtime or is required to work less than the amount advised he shall be paid as above prescribed for meals which he has provided, but which are surplus.

*Transport of Employees.*

(j) When an employee, after having worked overtime, or a shift for which he has not been regularly rostered, finishes work, at a time when reasonable means of transport are not available, the employer shall provide him with a conveyance to his home or pay him his current wage for the time reasonably occupied in reaching his home.

*Compulsory Overtime.*

(k) An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.

## HOLIDAYS AND SUNDAY WORK.

10. (a) Employees shall be entitled to the following public holidays without loss of pay as regards employees on weekly hiring:—New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, King's Birthday, Labour Day, Anzac Day, Christmas Day, and Boxing Day, or such other day as is generally observed in the locality as a substitute for any of the said days respectively. Provided that Christmas Day and Boxing Day shall for the year, 1949, be deemed to fall on the 26th and 27th days of December, 1949, respectively, and that New Year's Day for the year, 1950, shall be deemed to fall on the 2nd day of January, 1950. Any employer who has given to his employees notice under paragraph (i) of sub-clause (m) of clause 16 of this Determination of his intention to close down his plant or section or sections thereof for the purpose of allowing annual leave may alter the date of such intended closing down by substituting a date no more than two days earlier than the date of which notice was given upon giving at least one week's notice of such alteration.

By agreement between any employer and his employees, other days may be substituted for the said days or any of them as to such employer's undertaking.

(b) An employee not engaged on continuous work shall be paid at the rate of double time for work done on Sunday and public holidays, such double time to continue until he is relieved from duty :

Provided that where employees are necessarily engaged in repairs to or renewals of their employer's plant and machinery necessary for resumption of work the next following working day (not including the installation of new machinery) work done on holidays shall be paid for at the rate of time and a half for the first eight hours and double time thereafter.

(c) An employee, other than a casual employee, not engaged in continuous work who works on a Sunday or a public holiday and (except for meal breaks) immediately thereafter continues such work shall on being relieved from duty, be entitled to be absent until he has had eight consecutive hours off duty, without deduction of pay for ordinary time of duty occurring during such absence.

(d) Employees required to work on Sundays or public holidays shall be paid for a minimum of three hours' work.

#### EXTRA RATES NOT CUMULATIVE.

11. Extra rates in this Determination, except rates prescribed in clause 4 are not cumulative so as to exceed the maximum of double the ordinary rates.

#### PAYMENT OF WAGES.

12. (a) Wages shall be paid weekly or fortnightly.

(b) On the first pay day occurring during his employment, an employee shall be paid whatever wages are due to him up to the completion of his work on the previous day. Provided that this sub-clause shall not apply to employees of electric supply undertakings nor to employers who make a practice of allowing advances to employees approximating wages due.

(c) Upon termination of the employment, wages due to an employee shall be paid to him on the day of such termination or forwarded to him by post on the next working day.

(d) An employee kept waiting for his wages on pay day for more than a quarter of an hour after the usual time for ceasing work shall be paid at overtime rates after that quarter hour, with a minimum of a quarter of an hour.

(e) On or prior to pay day, the employer shall state to each employee, in writing, the amount of wages to which he is entitled, the amount of deductions made therefrom, and the net amount being paid to him.

#### CONTRACT OF EMPLOYMENT.

##### *Weekly Employment.*

13. (a) Except as hereinafter provided, employment shall be by the week. Any employee not specifically engaged as a casual employee shall be deemed to be employed by the week.

(b) Employment shall be terminated by a week's notice on either side given at any time during the week or by the payment or forfeiture of a week's wages as the case may be. This shall not affect the right of the employer to dismiss any employees without notice for malingering, inefficiency, neglect of duty or misconduct, and in such cases the wages shall be paid up to the time of dismissal only or to deduct payment for any day the employee cannot be usefully employed because of any strike or through any breakdown in machinery or any stoppage of work by any cause for which the employer cannot reasonably be held responsible.

(c) An employee not attending for duty shall except as provided by clause 14 hereof lose his pay for the actual time for such non-attendance.

##### *Casual Employment.*

(d) A casual employee is one engaged and paid as such. A casual employee for working ordinary time shall be paid per hour one-fortieth of the weekly rate prescribed by this Determination for the work which he or she performs, plus 10 per cent.

#### LATE COMERS.

(e) Notwithstanding anything elsewhere contained in this Determination an employer may select and utilize for time-keeping purposes any fractional or decimal proportion of an hour (not exceeding a quarter of an hour) and may apply such proportion in the calculation of the working time of employees who without reasonable cause promptly communicated to the employer, report for duty after their appointed starting times or cease duty before their appointed finishing times.

An employer who adopts a proportion for the aforesaid purpose shall apply the same proportion for the calculation of overtime.

#### SICK LEAVE.

14. (a) An employee on weekly hiring who is absent from his work on account of personal illness, or on account of injury by accident arising out of and in the course of his employment, shall be entitled to leave of absence, without deduction of pay, subject to the following conditions and limitations :—

- (i) He shall not be entitled to paid leave of absence for any period in respect of which he is entitled to workers compensation.
- (ii) He shall, within 24 hours of the commencement of such absence, inform the employer of his inability to attend for duty and, as far as practicable, state the nature of the injury or illness and the estimated duration of the absence.
- (iii) He shall prove to the satisfaction of his employer (or in the event of dispute the Wages Board) that he was unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed.
- (iv) He shall not be entitled in any year (whether in the employ of one employer or of several) to leave in excess of 40 hours of working time.

For the purpose of administering paragraph (iv) of this sub-clause an employer may, within one month of this Determination coming into operation or within two weeks of the employee entering his employment, require an employee to make a sworn declaration or other written statement as to what paid leave of absence he has had from any employer during the then current year; and upon such statement the employer shall be entitled to rely and act.

##### *Single Day Absences.*

(b) In the case of an employee who claims to be allowed paid sick leave in accordance with this clause for an absence of one day only, such employee, if in the year he has already been allowed paid sick leave on more than one occasion for one day only, shall not be entitled to payment for the day claimed unless he produces to the employer a certificate of a duly qualified medical practitioner that in his, the medical practitioner's, opinion the employee was unable to attend for duty on account of personal illness or on account of injury by accident. Nothing in this sub-clause shall limit the employer's rights under sub-clause (a) (iii) hereof.

##### *Cumulative Sick Leave.*

(c) Sick leave shall accumulate from year to year so that any balance of the period specified in sub-clause (a) (iv) of this clause which has in any year not been allowed to an employee as paid sick leave may be claimed by the employee and subject to the conditions hereinbefore prescribed shall be allowed by that employer in a subsequent year without diminution of the sick leave prescribed in respect of that year.

Provided that sick leave which accumulates pursuant to this sub-clause shall be available to the employee for period of two years, but for no longer from the end of the year in which it accrues.

(cc) Rights accrued under sub-clause (c) hereof prior to the 1st day of January, 1948, shall be preserved except that the total number of hours so accrued and not taken prior to the 1st day of January, 1948, shall be reduced by 1/11th of such total the result to be calculated to the nearest hour.

*Attendance at Hospital &c.*

(d) Notwithstanding anything contained in sub-clause (a) hereof an employee suffering injury through an accident arising out of and in the course of his employment (not being an injury in respect of which he is entitled to workers' compensation, necessitating his attendance during working hours on a doctor, chemist or trained nurse, or at a hospital, shall not suffer any deduction from his pay for the time (nor exceeding four hours) so occupied on the day of the accident, and shall be reimbursed by the employer all expenses reasonably incurred in connexion with such attendance.

*ANNUAL LEAVE.**Period of Leave.*

15. (a) A period of fourteen consecutive days' leave shall be allowed annually to an employee after twelve months' continuous service (less the period of annual leave) as an employee on weekly hiring in any one or more of the occupations to which this Determination applies.

*Seven-day Shift Workers.*

(b) In addition to the leave hereinbefore prescribed seven-day shift workers, that is shift workers who are rostered to work regularly on Sundays and holidays shall be allowed seven consecutive days' leave including non working days.

Where an employee with twelve-months' continuous service is engaged for part of the twelve-monthly period as a seven-day shift worker, he shall be entitled to have the period of fourteen consecutive days' annual leave prescribed in sub-clause (a) hereof increased by half a day for each month he is continuously engaged as aforesaid.

*Annual Leave Exclusive of Public Holidays.*

(c) Subject to this sub-clause the annual leave proscribed by this clause shall be exclusive of any of the holidays prescribed by clause 10 of this Determination, and if any such holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day, there shall be added to the period of annual leave time equivalent to the ordinary time which the employee would have worked if such day had not been a holiday.

Where a holiday falls as aforesaid and the employee fails without reasonable cause proof whereof shall be upon him to attend for work at his ordinary starting time on the working day immediately following the last day of the period of his annual leave he shall not be entitled to be paid for any such holiday.

*Broken Leave.*

(d) The annual leave shall be given and taken in a continuous period or, if the employee and the employer so agree, in two separate periods and not otherwise.

*Calculation of Continuous Service.*

(e) For the purposes of this clause service shall be deemed to be continuous notwithstanding—

- (i) any interruption or termination of the employment by the employer if such interruption or termination has been made merely with the intention of avoiding obligations hereunder in respect of leave of absence;
- (ii) any absence from work on account of personal sickness or accident or on account of leave lawfully granted by the employer; or
- (iii) any absence with reasonable cause proof whereof shall be upon the employee.

In cases of personal sickness or accident or absence with reasonable cause the employee to become entitled to the benefit of this sub-clause shall inform the employer in writing if practicable within 24 hours of the commencement of such absence of his inability to attend for duty and as far as practicable the nature of the illness injury or cause and the estimated duration of his absence. A notification given by an employee pursuant to clause 14 shall be accepted as a notification under this sub-clause.

Any absence from work by reason of any cause not being a cause specified in this sub-clause shall not be deemed to break the continuity of service for the purposes of this clause unless the employer during the absence or within fourteen days of the termination of the absence notifies the employee in writing that such absence will be regarded as having broken the continuity of service.

In cases of individual absenteeism such notice shall be given in writing to the employee concerned, but in cases of concerted or collective absenteeism notice may be given to employees by the posting up of a notification in the plant, in the manner in which general notifications to employees are usually made in that plant and by posting to each union whose members have participated in such concerted or collective absenteeism a copy of same not later than the day it is posted up in the plant.

A notice to an individual employee may be given by delivering same to him personally or by posting it to his last recorded address, in which case it shall be deemed to have reached him in due course of post.

In calculating the period of twelve months' continuous service any such absence as aforesaid shall not, except to the extent of not more than fourteen days in a twelve-monthly period in the case of sickness or accident, be taken into account in calculating the period of twelve months' continuous service.

*Calculation of Service.*

(f) Service before the date of operation of this Determination shall be taken into consideration for the purpose of calculating annual leave, but an employee shall not be entitled to leave or payment in lieu thereof for any period in respect of which leave or a payment in lieu thereof has been allowed or made under the clause hereby revoked. Provided however, that in respect of service before the 1st January, 1946, the annual leave shall be allowed at the rate of 3½ hours for each completed one month of continuous service and in respect of service after that date at the rate of 6½ hours for each completed one month of continuous service. Any broken part of a month served before the 1st January, 1946, shall for the purposes of this clause be deemed to be service after the 1st January, 1946. The period of annual leave to be allowed under this sub-clause shall be calculated to the nearest day any broken part of a day in the result not exceeding half a day to be disregarded.

Where the employer is a successor or assignee or transferee of a business if an employee was in the employment of the employer's predecessor at the time when he became such successor or assignee or transferee the employee in respect of the period during which he was in the service of the predecessor shall for the purpose of this clause be deemed to be in the service of the employer.

*Calculation of Month.*

(g) For the purpose of this clause a month shall be reckoned as commencing with the beginning of the first day of the employment or period of employment in question and as ending at the beginning of the day which in the latest month in question has the same date number as that which the commencing day had in its month and if there be no such day in such subsequent month shall be reckoned as ending at the end of such subsequent month.

*Leave to be Taken.*

(h) The annual leave provided for by this clause shall be allowed and shall be taken and except as provided by sub-clauses (l) and (m) hereof payment shall not be made or accepted in lieu of annual leave.

*Time of Taking Leave.*

(i) Annual leave shall be given at a time fixed by the employer within a period not exceeding six months from the date when the right to annual leave accrued and after not less than two weeks' notice to the employee.

*Leave Allowed Before Due Date.*

(j) An employer may allow annual leave to an employee before the right thereto has accrued due, but where leave is taken in such a case a further period of annual leave shall not commence to accrue until after the expiration of the twelve months in respect of which annual leave had been taken before it accrued.

Where leave has been granted to an employee pursuant to this sub-clause before the right thereto has accrued due and the employee subsequently leaves or is discharged from the service of the employer before completing the twelve months' continuous service in respect of which the leave was granted the employer may for each one complete month of the qualifying period of twelve months not served by the employee deduct from whatever remuneration is payable upon the termination of the employment one-twelfth of the amount of wage paid on account of the annual leave, which amount shall not include any sums paid for any of the holidays prescribed by clause 10 of this Determination.

*Payment for Period of Leave.*

(k) Each employee before going on leave shall be paid two weeks' wages, except a shift worker or an employee taking his leave pursuant to sub-clause (j) of this clause either of whom shall be paid the amount of wage he would have received in respect of the ordinary time which he would have worked had he not been on leave during the relevant periods. For the purposes of this sub-clause and sub-clause (l) hereof, wages shall be at the rate prescribed by clauses 2 and 3, of this Determination for the occupation in which the employee was ordinarily employed immediately prior to the commencement of his leave or the termination of his employment, as the case may be. Payment in the case of employees employed on piece or bonus work or any other system of payment by results shall be at time rates.

*Proportionate Leave on Dismissal.*

(l) If after one month's continuous service in any qualifying twelve-monthly period an employee lawfully leaves his employment or his employment is terminated by the employer through no fault of the employee, the employee shall be paid at his ordinary rate of wage for 3½ hours in respect of each completed one month of continuous service before the 1st January, 1946, and for 0½ hours at the same rate in respect of each completed month of continuous service after that date, the service in each case being service in respect of which leave has not been granted hereunder.

*Annual Close Down.*

(m) Where an employer closes down his plant, or a section or sections thereof, for the purposes of allowing annual leave to all or the bulk of the employees in the plant, or section or sections concerned, the following provisions shall apply—

- (i) He may by giving not less than one month's notice of his intention so to do stand off for the duration of the close down all employees in the plant or section or sections concerned, and allow to those who are not then qualified for two full weeks' leave paid leave on a proportionate basis of one-sixth of a week's leave for each completed month of continuous service.
- (ii) An employee who has then qualified for two full weeks' leave, and has also completed a further month or more of continuous service shall be allowed his leave, and shall subject to sub-clause (f) hereof also be paid one-sixth of a week's wages in respect of each completed month of continuous service performed since the close of his last twelve-monthly qualifying period.
- (iii) The next twelve-monthly qualifying period for each employee affected by such close down shall commence from the day on which the plant, or section or sections concerned is re-opened for work.  
Provided that all time during which an employee is stood off without pay for the purposes of this sub-clause shall be deemed to be time of service in the next twelve-monthly qualifying period.
- (iv) If in the first year of his service with an employer an employee is allowed proportionate annual leave under paragraph (i) hereof, and subsequently within such year lawfully leaves his employment or his employment is terminated by the employer through no fault of the employee, he shall be entitled to the benefit of sub-clause (l) of this clause subject to adjustment for any proportionate leave which he may have been allowed as aforesaid.

**MISCELLANEOUS.**

*Accommodation and Conveniences.*

*Boiling Water.*

16. (a) (i) Employers shall provide boiling water for employees at meal times.

*Drinking Water.*

(ii) Employers shall provide for the use of employees in workshops a sufficient supply of wholesome cool drinking water from bubble taps or other suitable drinking fountains.

*First-Aid Outfit.*

(iii) In each work shop and other places where employees are regularly employed, the employer shall provide and continuously maintain at a place or places reasonably accessible to all employees an efficient first-aid outfit.

Clause 8 of Chapter 9 of the Regulations under the *Factories and Shops Act 1928* requires that a first-aid ambulance chest shall be kept in some accessible place upon the premises, and that such chest shall be equipped and supplied with the following articles :—

Articles.	Quantities to be kept in Ambulance Chest.
Antiseptic solution .. .. .	1 bottle
Bandages, cotton, and gauze .. .. .	1 dozen assorted sizes
Castor oil .. .. .	2 oz.
Iodine, tincture of .. .. .	2 oz.
Manual, first-aid .. .. .	1
Petrolatum, carbolized .. .. .	1 jar
Picric acid solution, made according to the following recipe or prescription :— 1½ teaspoonfuls of powdered picric acid, 3 oz. of absolute alcohol and 2 pints of distilled water ..	1 pint
Pins, safety .. .. .	1 packet
Sal volatile .. .. .	6 oz.
Scissors .. .. .	1 pair
Tourniquet .. .. .	1
Tweezers .. .. .	1 pair
Cotton, absorbent .. .. .	} An adequate assortment
Gauze, sterilized, plain .. .. .	
Lint, absorbent .. .. .	
Plaster, adhesive .. .. .	

*Lockers.*

(iv) An employer shall at some reasonably convenient place on his premises provide a suitable locker for each employee in his workshop, or hanging facilities which afford reasonable protection for employees' clothes. In any case in which compliance with this paragraph necessitates the provision of lockers or new or improved hanging facilities, they shall be provided by the 1st July, 1946, unless the employer proves to the satisfaction of the Wages Board that he is unable by reason of shortage of material or labour or any other difficulties to provide such new or improved facilities, in which case their provision may be postponed for such period or periods as the Wages Board determines.

*Washing and Sanitary Conveniences.*

(v) Employers shall provide proper and sufficient washing and sanitary conveniences.

*Clothing, Equipment and Tools.**Damage to Clothing and Tools.*

(b) (i) Compensation to the extent of the damage sustained shall be made where in the course of the work clothing or tools are damaged or destroyed by fire or molten metal or through the use of corrosive substances. Provided that the employer's liability in respect of tools shall be limited to such tools of trade as are ordinarily required for the performance of the employee's duties.

*Gloves.*

(ii) Suitable canvas or leather gloves shall be provided by employers for operators of pneumatic tools and/or punch and shearing machines and suitable gloves or pads for such other work as foreman and employee may agree.

In case of disagreement between the foreman and workman, the workman or a shop steward on his behalf shall be entitled within 24 hours, to ask for a decision on the workman's claim by the employers industrial officer (if there be one) or otherwise by the employer or the executive officer responsible for the management or superintendence of the plant concerned. In such case a decision shall be given on the workman's claim within 48 hours of its being asked for (unless that time expires on a non-working day, in which case it shall be given during the next working day), or else the said equipment shall be provided.

In any case where an organization alleges that an employer or his representative is persistently unreasonable or capricious in relation to such claims, it may bring such case before the Wages Board.

*Goggles.*

(iii) Suitable mica or other goggles shall be provided by the employer for each employee using emery wheels or where used by more than one employee such goggles shall be sterilized before being used by another employee. An employee when working on emery wheels shall wear the goggles provided for his protection.

Goggles containing celluloid shall not be considered suitable for the purposes of this provision.

*Masks.*

(iv) Where necessary suitable masks shall be provided for employees required to use compressed air for blowing dust from electrical machinery or equipment. An employee when performing such work shall wear the mask provided for his protection. Masks containing celluloid shall not be considered suitable for the purposes of this provision.

*Protective Equipment—Welding.*

(v) Employers shall provide a sufficient supply of the under-mentioned equipment to enable each welder and his assistant when engaged on work necessitating its use to be supplied with same :—

(a) Suitable asbestos sheets.

(b) Hand screens or helmets fitted with coloured glass (or, in the case of oxy-acetylene operators, protective glasses with side shields).

(c) Anti-flash goggles.

(d) Aprons, leather sleeves and leggings (or coveralls of flame-proof material) and gauntlet gloves; and

(e) Gum or other insulating boots when working in places so damp that danger of electric shock exists.

An employee who is pursuant to this paragraph supplied with any of the equipment specified herein shall wear or use, as the case may be, such equipment in such a way as to achieve the purpose for which it is supplied.

Where electric arc operators are working screens which shall be suitable and sufficient for the purpose shall be provided by the employer for the protection of employees from flash.

*Tools.*

(vi) Until further order the employer shall provide for each employee such tools as were customarily provided at the time of the making of this Determination. The employee shall replace or pay for any tools so provided if lost through his negligence.

*Females—Rest Period and Seats.*

(c) Female employees shall be allowed a rest period of not less than ten minutes during each day or shift, to be taken during the first or second half of the day or shift as may be decided by a majority of the female employees in a shop.

When requested by employees and where practicable suitable seats shall be provided by the employer for female employees.

*Ventilation.*

(d) While any work is being carried on in any confined or enclosed space in which—

(i) fumes, gases, dust or vapours which may be dangerous or injurious are liable to be present or to be generated in the course of the work; or

(ii) the atmosphere may otherwise become vitiated;

the employer shall install a suction exhaust apparatus, through which by means of a power-driven fan air is drawn from the vicinity of the work in relation to which it is installed.

Where it is impracticable to install such suction exhaust apparatus the employer shall take all such steps as are necessary to ensure safe working conditions in any such confined or enclosed space.

This sub-clause shall not be deemed to be inconsistent with the Harmful Gases, Vapours, Mists, Smokes and Dust Regulations 1945 (published in the *Victoria Government Gazette* No. 21, dated 7th February, 1945) and shall not apply to any processes or occupations to which those Regulations apply.

## SHOP STEWARDS.

17. An employee appointed shop steward in the shop or department in which he is employed shall upon notification thereof to his employer, be recognized as the accredited representative of the union to which he belongs, and he shall be allowed the necessary time during working hours to interview the employer or his representative on matters affecting employees whom he represents.

## RIGHT OF ENTRY OF UNION OFFICIALS.

18. (a) For the purpose of interviewing employees on legitimate union business, a duly accredited union representative shall have the right to enter employers' premises during the midday meal break on the following conditions:—

- (i) That he produces his authority to the gatekeeper or such other person as may be appointed by the employer;
- (ii) That he interviews employees only at the places where they are taking their meal;
- (iii) That not more than one representative of each of not more than three unions be on the premises at any one time;
- (iv) That no one representative visit the premises more than once in each week;
- (v) That if any employer alleges that a representative is unduly interfering with his work or is creating disaffection amongst his employees, or is offensive in his methods, or is committing a breach of any of the previous conditions, such employer may refuse the right of entry, but the representative shall have the right to bring such refusal before the Wages Board.

Provided that where certain employees are working under a system of shift work which precludes a representative from interviewing them during the midday meal break, the representative shall have the right to enter the employer's premises for the purpose of interviewing such employees at such time and under such conditions as to notice as may be mutually arranged by the representative and the employer or, failing agreement at such times, and under such conditions as the Wages Board may decide.

(b) For the purpose of investigating complaints concerning the application of this Determination, or the employment of females upon work which is alleged to be unsuitable for females, a duly accredited union representative shall be afforded reasonable facilities for entering an employer's workshop or plant during working hours, subject to the following conditions:—

- (i) That he discloses to the employer or his representative the complaint which he desires to investigate;
- (ii) that he makes his investigations in the presence of the employer or his representative (if the employer so desires);
- (iii) that he does not interfere with work proceeding in the workshop or plant;
- (iv) that he conducts himself properly.

(c) A union representative shall be a duly accredited representative of an organization concerned if he be the holder for the time being of a certificate, signed by the general secretary of that organization and bearing the seal of that organization, in the following form or in a form not materially differing therefrom:—

(Name of organization.)

THIS IS TO CERTIFY THAT  
above-named organization.

is a duly accredited representative of the

General Secretary.

(Seal.)

Date—

Specimen signature of holder.

Strictly not transferable.

## TIME AND WAGES BOOK.

19. (a) Each employer shall keep a record from which can be readily ascertained the name of each employee and his occupation, the hours worked each day, and the wages and allowances paid each week.

(b) The time occupied by an employee in filling in any time record or cards or in the making of records shall be treated as time of duty, but this does not apply to checking in or out when entering or leaving the employer's premises.

(c) The time and wages record shall be open for inspection to a duly accredited union official during the usual office hours at the employer's office or other convenient place. Provided that an inspection shall not be demanded unless the secretary of the union or the district secretary or organizer of any division suspects that a breach of the Determination has been committed. Provided also that only one demand for such inspection shall be made in one fortnight at the same establishment.

(d) The official making such inspection shall be entitled to take a copy of entries in a time and wages record relating to the suspected breach of the Determination.

## NOTICE BOARD.

20. The employer shall permit a notice board of reasonable dimensions to be erected in a prominent position in his establishment, upon which accredited union representatives shall be permitted to post formal union notices, signed or countersigned by the representative posting same.

Any notice posted on such board not so signed or countersigned may be removed by an accredited Union representative or by the employer.

## DEFINITIONS.

## General.

21. "Confined space" means a compartment or space, access to which is through a manhole or similar opening, or a place the dimensions of which necessitate an employee working in a stooped or otherwise cramped position, or without proper ventilation.

"Process worker" means an employee engaged on—

- (i) repetition work on any automatic, semi-automatic or single-purpose machine or any machine fitted with jigs gauges, or other tools rendering operations mechanical (and in connexion with which he is not responsible for the setting up of the machine, nor for the dimensions of the products other than by checking with gauges, which gauges shall be either unadjustable or, if adjustable, shall not be set by the operator); or
- (ii) in the assembling of parts of mechanical appliances or other articles so made, in which no fitting or adjustment requiring skill is required; or
- (iii) in specialized process—not requiring use of hand tools except hammers, pliers, screw-drivers, spanners and files, and such tools as are necessary for deburring or removing rags or edging.

"Power tube operative" means an adult male employee engaged in assembling or glass operations in the making of electronic or thermionic power tubes, where the work is not reduced to process operations.

"Tradesman (radio)" means an adult male employee engaged on radio work which requires the application of general trade experience gained through apprenticeship or equivalent training in that work, but does not include an employee engaged solely as a radio tester or final tester and fault finder.

"Radio tester" means an employee other than a process worker engaged on the alignment of circuits and testing in the mass production of domestic radio including the locating and rectifying of faults not requiring the skill of a final tester and fault finder or tradesman.

"Final tester and fault finder" means an employee who in addition to the work of a radio tester is called upon to final test (other than a listening test) and/or find and specify the remedy of faults in the production of domestic radio.

"Sunday" means all time between midnight Saturday and midnight Sunday.

"Year" means the period between the first day of June in each year and the next 31st day of May.



## PERIODICAL ADJUSTMENT OF WAGES.

22. The wages rates set out in clause 2 are based upon the following basic wage rates and, pursuant to the provisions of section 21 of the *Factories and Shops Acts* 1934, the Board hereby determines that such rates shall be automatically adjusted by the same amount and at the same time as such basic wage as prescribed in clause 23.

*Basic Wage.*

Place.	Needs Basic Wage (Adjustable).	Loading Constant.	Total Basic Wage.	Index Number Set Assigned.
Victoria—				
Within 20 miles of G.P.O., Melbourne; 10 miles of G.P.O., Geelong; at Warrnambool, and within Mildura and Gippsland Districts ..	£ s. d. 6 4 0	s. d. 6 0	£ s. d. 6 10 0	Melbourne
Yallourn—6s. 6d. in excess of basic wage for Melbourne.				
Elsewhere—3s. less than the contemporaneous basic wage for Melbourne.				

## ADJUSTMENT OF BASIC WAGE.

23. (a) For the purposes of this Determination the expression "Commonwealth Statistician's 'all items' retail price index numbers" or any like expression means the numbers stated to be such index numbers in any document purporting, and not proved to be wrongly so purporting, to be printed by the Commonwealth Government Printer or to be signed by or on behalf of the Commonwealth Statistician.

(b) Until the beginning of the first pay period to commence in February, 1950, the amounts of the Basic Wage shall be as prescribed in clause 22.

(c) During each future successive period beginning with the first pay period to commence in a February, a May, an August, or a November, the amount of the needs basic wage shall be adjusted by the following method, namely, by multiplying the last published Commonwealth Statistician's "all items" retail price index number by the factor .087 taken to one place of decimals, the resultant whole number being the amount of the basic wage expressed in shillings, but should the decimal number reach .5 or more the basic wage shall be taken to the next higher shilling.

## MARGINAL RATES.

In addition to the basic wage provided in clause 22 the margins and loadings set out in this clause shall be the minimum rate payable to employees therein named:—

	Margins Per Week.	Loading Per Week.
	s. d.	s. d.
Radio serviceman .. .. .	42 6	6 0
Radio repairer .. .. .	26 0	3 0
Radio wirer .. .. .	21 0	3 0
Power tube operative—		
1st six months' experience .. .. .	21 0	3 0
Thereafter .. .. .	25 0	3 0
Tradesman (radio) .. .. .	46 0	6 0
Radio tester .. .. .	35 0	4 0
Final tester and fault finder .. .. .	42 6	6 0
Process worker .. .. .	19 0	3 0
Other employees with not less than three months' experience in the Metal Trades Industry .. .. .	6 0	3 0
All others .. .. .	Nil	3 0

A. V. BARNES, J.P., Chairman.

J. W. RYAN, Secretary.

Melbourne, 19th December, 1949.

