



# VICTORIA GOVERNMENT GAZETTE.

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[1950

Factories and Shops Acts.

## DETERMINATION OF THE AGRICULTURAL IMPLEMENTS BOARD.

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

By Order in Council, dated the 13th October, 1941, the Country Agricultural Implements Board was deprived of its powers and such powers were conferred exclusively on the Agricultural Implements Board.

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

(1) the process, trade, or business of a maker of—

- (a) agricultural machinery or implements;
- (b) parts of agricultural machinery or implements;
- (c) bag-filling machinery, bone-crushers, butter-making machinery, chaff-cutters, corn-crushing machinery, cream separators, hay presses, horse works, iron feeding troughs, lawn mowers, machinery for treating flax or hemp, maize shellers, windmills; or
- (d) garden tools or implements or parts thereof;

(2) assembling or putting together any parts of machinery or implements of classes or kinds (whether the same have been made inside or outside the State) same or similar to those mentioned in paragraph (a); "

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 20 miles of G.P.O., Melbourne. Within 10 miles of G.P.O., Geelong, or at Warrnambool, and within Mildura and Gippsland Districts.	All Other Parts of Victoria.
	£ s. d.	£ s. d.
<b>DIVISION I.—AGRICULTURAL IMPLEMENT SECTION.</b>		
<i>(a) Assembly, Fitting and Process Working.</i>		
Assembler .. .. .	7 14 0	7 11 0
Assembler after two years' experience .. .. .	7 18 0	7 15 0
Carpenter on agricultural implement making (including tool allowance) .. .. .	8 10 0	8 7 0
Dismantler .. .. .	7 13 0	7 10 0
Implement and/or comb fitter .. .. .	8 2 0	7 19 0
Implement and/or comb fitter after two years' experience .. .. .	8 7 0	8 4 0
Pattern fitter and finisher .. .. .	8 7 0	8 4 0
Pattern fitter and finisher required to do machining .. .. .	9 2 0	8 19 0
Plough fitter .. .. .	8 0 0	7 17 0
Process worker .. .. .	7 12 0	7 9 0
Wheel rimmer .. .. .	8 2 0	7 19 0
Windmill erector .. .. .	8 2 0	7 19 0
Windmill maker other than fitter .. .. .	8 1 0	7 18 0
<i>(b) Blacksmithing, &amp;c.</i>		
Blacksmith's striker .. .. .	7 13 0	7 10 0
Blacksmith's striker on double fires .. .. .	7 15 0	7 12 0
Bulldozer operator .. .. .	7 19 0	7 16 0
Hammer driver .. .. .	7 15 0	7 12 0
Heater .. .. .	7 13 0	7 10 0
Implement smith of five years' experience able to do all classes of implement work .. .. .	8 10 0	8 7 0
Other smith (including iron bender) .. .. .	8 7 0	8 4 0

	Wages per Week of 40 hours.	
	Within 20 miles of G.P.O., Melbourne. Within 10 miles of G.P.O., Geelong, or at Warrambool, and within Mildura and Gippsland Districts.	All Other Parts of Victoria.
	£ s. d.	£ s. d.
<b>DIVISION I.—AGRICULTURAL IMPLEMENT SECTION—continued.</b>		
<i>(c) Dressing, Grinding, and Pickling.</i>		
Chipper .. .. .	7 13 0	7 10 0
Dresser and fettler .. .. .	7 15 0	7 12 0
Emery-wheel attendant .. .. .	7 15 0	7 12 0
Grinder .. .. .	7 15 0	7 12 0
Grinder using portable machine .. .. .	7 17 0	7 14 0
Pickler .. .. .	7 10 0	7 7 0
Shot and sand blast dresser .. .. .	7 17 0	7 14 0
<i>(d) Furnacemen.</i>		
Cupola .. .. .	8 2 0	7 19 0
Electric .. .. .	8 1 0	7 18 0
All other furnaces (not including small rivet or bolt heating) .. .. .	7 19 0	7 16 0
Small rivet or bolt heating .. .. .	7 15 0	7 12 0
Assistant .. .. .	7 13 0	7 10 0
<i>(e) Foundry.</i>		
Jobbing moulder and/or coremaker .. .. .	9 2 0	8 19 0
Loose pattern moulder .. .. .	8 12 0	8 9 0
Plate and machine moulder and/or coremaker .. .. .	8 4 0	8 1 0
Cupola furnaceman .. .. .	8 7 0	8 4 0
Electric furnaceman .. .. .	8 6 0	8 3 0
All other furnacemen .. .. .	8 4 0	8 1 0
Assistant furnacemen .. .. .	7 18 0	7 15 0
Dressers and fettlers .. .. .	8 0 0	7 17 0
Grinders .. .. .	8 0 0	7 17 0
Grinders using portable machine .. .. .	8 2 0	7 19 0
Shot and sand blast dressers .. .. .	8 2 0	7 19 0
<i>(f) Inspection, &amp;c.</i>		
Checker .. .. .	7 15 0	7 12 0
Inspector .. .. .	7 15 0	7 12 0
<i>(g) Machinists.</i>		
1st class .. .. .	9 2 0	8 19 0
2nd class .. .. .	8 7 0	8 4 0
3rd class .. .. .	7 18 0	7 15 0
Driller .. .. .	7 15 0	7 12 0
Process worker .. .. .	7 12 0	7 9 0
<i>(h) Painting, &amp;c.</i>		
Dipper .. .. .	7 10 0	7 7 0
Painter (brush hand) .. .. .	7 13 0	7 10 0
Paint mixer .. .. .	7 10 0	7 7 0
Spray painter .. .. .	7 14 0	7 11 0
Writer and liner .. .. .	8 2 0	7 19 0
<i>(i) Sheet Metal.</i>		
Sheet Metal Workers—1st class .. .. .	9 2 0	8 19 0
Sheet Metal Workers—2nd class .. .. .	8 7 0	8 4 0
<i>(j) Stores.</i>		
Attendant at casting stores .. .. .	7 10 0	7 7 0
Storeman and/or packer .. .. .	7 13 0	7 10 0
<i>(k) Welders.</i>		
1st class .. .. .	9 6 6	9 3 6
2nd class .. .. .	7 18 0	7 15 0
3rd class .. .. .	7 14 0	7 11 0
Tack welder .. .. .	7 16 0	7 13 0
<i>(l) Wire Workers.</i>		
Wire drawer .. .. .	7 13 0	7 10 0
Wire weaver .. .. .	7 13 0	7 10 0
<b>DIVISION II.—ELECTRICAL.</b>		
Electrical mechanic .. .. .	9 2 0	8 19 0
Shift electrician .. .. .	9 2 0	8 19 0
Tradesman, electrical fitter .. .. .	9 2 0	8 19 0
Tradesman's and electrical mechanic's assistant .. .. .	7 13 0	7 10 0
<b>DIVISION III.—ENGINEERING.</b>		
Electrical fitter .. .. .	9 2 0	8 19 0
Machinist—1st class .. .. .	9 2 0	8 19 0
Machinist—2nd class .. .. .	8 7 0	8 4 0
Machinist—3rd class .. .. .	7 18 0	7 15 0
Motor mechanic .. .. .	9 2 0	8 19 0
Patternmaker .. .. .	9 15 0	9 12 0
Toolmaker .. .. .	9 15 0	9 12 0
Tradesman .. .. .	9 2 0	8 19 0
Tradesman the greater part of whose time is occupied in marking off .. .. .	9 6 6	9 3 6
Tradesman, wet stone grinder and glazier .. .. .	9 2 0	8 19 0

	Wages per Week of 40 Hours.	
	Within 20 miles of G.P.O., Melbourne. Within 10 miles of G.P.O., Geelong, or at Warrnambool, and within Mildura and Gippsland Districts.	All Other Parts of Victoria.
	£ s. d.	£ s. d.
<b>DIVISION IV.—ENGINEERING SMITHING.</b>		
Coppersmith .. .. .	9 3 6	9 0 6
Forger and/or faggoter .. .. .	10 0 6	9 17 6
Forgeman's assistant .. .. .	7 15 0	7 12 0
Other smith .. .. .	9 3 6	9 0 6
Toolsmith .. .. .	9 6 6	9 3 6
<b>DIVISION V.—WOOD MILL.</b>		
Band sawyer .. .. .	7 19 0	7 16 0
Bending machinist .. .. .	7 16 0	7 13 0
Boring and drilling machinist .. .. .	7 12 0	7 9 0
Buzzer machinist (only operating or feeding machines) .. .. .	7 8 0	7 5 0
Buzzer machinist (using straight irons and setting up machines and grinding knives and cutters) .. .. .	8 2 0	7 19 0
Casemaker .. .. .	7 18 0	7 15 0
Casemaking sawyer .. .. .	7 9 0	7 6 0
Circular sawyer .. .. .	7 19 0	7 16 0
Crosscut sawyer .. .. .	7 12 0	7 9 0
Morticing machinist .. .. .	7 12 0	7 9 0
Moulding machinist (where the machinists set up their machines only) .. .. .	8 0 0	7 17 0
Moulding machinist (where the machinists set up their machines and grind their knives and cutters) .. .. .	8 9 0	8 6 0
Pulling out machinist .. .. .	7 11 0	7 8 0
Sanding machinist .. .. .	7 16 0	7 13 0
Saw doctor .. .. .	9 8 0	9 5 0
Shaper machinist .. .. .	8 14 6	8 11 6
Stacker .. .. .	7 11 0	7 8 0
Tenoning machinist (only operating or feeding machines) .. .. .	7 10 0	7 7 0
Tenoning machinist (using straight irons and setting up machines and grinding knives and cutters) .. .. .	8 6 0	8 3 0
Thickener machinist .. .. .	7 15 0	7 12 0
Turner .. .. .	8 14 6	8 11 6
<b>DIVISION VI.—MISCELLANEOUS.</b>		
Belt maker and cutter .. .. .	8 1 0	7 18 0
Carpenter (other than agricultural implement making) .. .. .	9 2 0	8 19 0
Carrier .. .. .	8 11 0	8 8 0
Other employees, not elsewhere classified with not less than three months' experience in the agricultural implement making industry .. .. .	6 19 0	6 16 0
Employee not elsewhere classified .. .. .	6 13 0	6 10 0

**SPECIAL RATES.**

3. In addition to the wages prescribed in clause 2 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, including apprentices, 18s. per week extra; more than twenty, 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. When work continues for more than two hours in temperatures exceeding 130 degrees Fahrenheit employees shall also be entitled to 20 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) 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 20 minutes every two hours without loss of pay.
- (e) Dirty work, i.e., work which a foreman and workman shall agree is of an unusually dirty or offensive nature, 1½d. per hour extra.
- (f) 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.
- (g) Except when dismissed for misconduct or when leaving of his own accord, a pattermaker 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.
- (h) 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.
- (i) To cover all circumstances of employment of an employee called upon to work away from his ordinary place of employment, starting, repairing and/or servicing agricultural implements and tractors, he shall be paid an additional 5s. per day above his classification of implement fitter and/or motor mechanic for all days necessitating living away from his ordinary residence, including Saturdays and Sundays on which work is performed.

**EMPLOYEE LEARNING HIGHER GRADE WORK.**

4. Where an employee is engaged on higher grade work at his own request for the purpose of learning such work, he shall be paid for the time he is so engaged for a period or periods not exceeding 30 days in all at his usual rate of pay prior to his being so engaged, and thereafter at the rate prescribed.

**APPRENTICESHIP.**

5. (a) Youths shall not be engaged in the following occupations except under indentures of apprenticeship for the period and subject to the conditions hereinafter prescribed :—

Pattermaking, electrical fitting, engineering fitting and turning, first and second class engineering machining, first-class welding, engineering blacksmithing, jobbing moulding and/or coremaking, sheet metal (first-class bench-work) motor mechanic.

(b) In the trades immediately hereinafter mentioned the proportion of apprentices which may be taken by any employer shall be as follows :—

- Mechanical engineering—one apprentice for every 3, or fraction of 3, tradesmen.
- Electrical fitting—one apprentice for every 3, or fraction of 3, tradesmen.
- Electrical mechanic—one apprentice for every 2, or fraction of 2, tradesmen.
- Patternmaking—one apprentice for every 3, or fraction of 3, tradesmen.
- Smithing—one apprentice for every 3, or fraction of 3, tradesmen.
- Moulding—one apprentice for every 2, or fraction of 2, tradesmen.

(c) 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.

(i) The period of apprenticeship shall be as follows :—

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

(ii) An employer especially qualified to teach apprentices may, with the consent of the Secretary for Labour, or of the State Apprenticeship Commission, employ a greater proportion of apprentices to tradesmen than hereinbefore specified.

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

(iv) Until further order, any contract of apprenticeship hereafter made may contain the following provision :—

If through lack of orders or through financial difficulties, the 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, may be cancelled by the employer. The onus of proof of circumstances justifying such cancellation shall be on the employer.

This clause shall not apply to apprenticeship controlled by the State Apprenticeship Commission, but such Commission shall be free to adopt such schemes for suspension or cancellation of indentures as it may deem reasonable.

*Wages per Week of 40 Hours.*

(v) The minimum weekly rates of wage 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 loading specified, and in all contracts of apprenticeship hereafter made the employer shall covenant to pay wages at not less than such rates.

	Percentage of Needs Basic Wage.	Loading (Constant).	War Loading.	Total Wage Payable.	
				Within 20 miles of G.P.O., Melbourne. Within 10 miles of G.P.O., Geelong, or at Warrnambool and within Mildura and Gippsland Districts.	All other Parts of Victoria.
		Per Week.	Per Week.	s. d.	s. d.
<b>Four and five-year terms—</b>					
1st year .. .. .	29	0 0	0 9	36 6	36 0
2nd year .. .. .	40	1 0	1 0	51 6	50 6
3rd year .. .. .	53	1 6	1 6	68 6	67 0
4th year .. .. .	84	2 0	2 3	108 6	106 0
5th year .. .. .	100	2 0	3 0	136 0	133 0
	plus 7s.				
<b>Four-year terms—Apprenticeship commencing after the age of 17 years—</b>					
1st year .. .. .	33	0 0	0 9	41 6	41 0
2nd year .. .. .	53	1 0	1 6	68 0	66 6
3rd year .. .. .	84	2 0	2 3	108 6	106 0
4th year .. .. .	100	2 0	3 0	136 0	133 0
	plus 7s.				

The sum of 4s. per week shall be added to the above rates in the case of apprentice patternmakers. The total wages of apprentices shall be calculated to the nearest sixpence, any broken part of sixpence in the result not exceeding threepence 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.

- (vi) The ordinary hours of employment of apprentices shall be the same in each workshop as those of journeymen in the trade the apprentice is learning.
- (vii) No apprentice under the age of 18 years shall be liable to work overtime unless he so desires.
- (viii) No apprentice shall work under any system of payment by results.
- (ix) 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.
- (x) 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 the Determination for the trade, 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.
- (xi) No employer shall, 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.
- (xii) Apprentices attending technical colleges or schools and presenting reports of satisfactory conduct shall be reimbursed all fees paid by them.
- (xiii) Apprentices shall be entitled to annual leave and sick leave in accordance with the provisions of clauses 10a and 14a of this Determination respectively.

## UNAPPRENTICED MALE JUNIORS AND FEMALES.

6. (a) Subject to the exceptions hereinafter provided the minimum rates of wage for females and unapprenticed male juniors 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 loadings specified.

## WAGES PER WEEK OF 40 HOURS

	Percentage of Needs Basic Wage.	Loading (Constant).	Additional Amount.	War Loading.	Total Wage Payable.	
					Within 20 miles of G.P.O., Melbourne.	All other Parts of Victoria.
				Per Week.		
		s. d.	s. d.	s. d.	s. d.	s. d.
<i>I.—Adult Females.</i>						
Under three months' experience ..	65	3 0	6 0	..	89 6	87 6
All others .. .. .	75	3 0	7 0	..	103 0	100 6
<i>II.—Junior Females.</i>						
17 years of age and under ..	40	1 0	3 6	..	54 0	53 0
18 years of age .. .. .	47½	1 3	4 0	..	64 0	62 6
19 years of age .. .. .	55	1 6	4 6	..	74 0	72 6
20 years of age .. .. .	62½	2 0	5 0	..	84 6	82 6
<i>III.—Male Juniors.</i>						
Under 16 years of age .. .. .	25	0 6	2 0	..	33 6	32 6
16 years of age .. .. .	35	0 9	3 0	..	47 0	46 0
17 years of age .. .. .	47½	1 0	4 0	..	64 0	62 6
18 years of age .. .. .	60	1 0	5 0	..	80 6	78 6
19 years of age .. .. .	75	2 0	6 0	..	101 0	98 6
20 years of age .. .. .	90	2 0	7 0	..	120 6	118 0
<i>IV.—Junior Males (Foundries).</i>						
Under 16 years of age .. .. .	25	0 6	2 0	1 0	34 6	33 6
16 years of age .. .. .	33	0 9	2 6	1 9	46 0	45 0
17 years of age .. .. .	60	1 0	5 0	3 0	83 6	81 6
18 years of age .. .. .	75	2 0	6 0	4 0	105 0	102 6
19 years of age and over ..	90	2 6	7 0	4 6	125 6	123 0

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

The rates 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 in the Metal Trades industry 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.

## 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 work of overtime on Saturday.

## 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.

*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) Any 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.*

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 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 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 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.

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 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.*

(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 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.

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 10a 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.*

10A. (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 foresaid.

*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 14A 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 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, 5, and 6 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.

*SHOP STEWARDS.*

11. 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.*

12. A duly accredited union representative shall have the right to enter employers' workshops during the midday meal hour for the purposes 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.*

13. (a) All fares and reasonable travelling expenses—including the cost, if any, incurred for meals—incurred by an employee during travelling shall be paid by the employer. The fares shall be first class on coastal boats, or on inter-state boats, where there is no second class distinct from steerage. On trains where the employee has to travel all night, sleeping accommodation shall be provided where available.

(b) Time occupied in travelling during the ordinary working hours of the factory in which the employee works shall be paid for at ordinary rates.

(c) If an employee has to be away from his home over night he shall be allowed reasonable cost of board and lodgings.

(d) When it is more convenient for the employee in the city or town in which his employer's factory is situated to go direct to the job from his home he shall do so, and start and cease work at the usual time customary at the shop. Provided that any extra expense incurred by him in travelling shall be borne by the employer.

## 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 an 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 14A of this Determination 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.

14A. (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 worker's 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.

(e) For the purposes of this clause "year" means the period between the 1st day of March in each year and the next 28th or 29th day of February as the case may be.

## PAYMENT OF WAGES.

15. (a) Wages shall be paid weekly. Where the services of an employee are dispensed with, wages shall be paid to him on the day of dismissal or forwarded to him by post on the day following.

(b) 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 of an hour with a minimum of a quarter of an hour.

## TIME AND WAGES BOOK.

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

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 to a duly accredited official of a union concerned during the usual office hours at the employer's office or other convenient place. Provided that no inspection shall be demanded unless the Secretary of the Union or the district secretary or organizer of any division 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. Subject to the minimum wages herein prescribed, an employer may remunerate any of his employees under any system of payment by results by results based on rates which will enable workers of average capacity to earn at least 10 per cent in excess of their prescribed hourly or weekly rates.

## 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.

*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 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 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) 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.*

(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.

*Tools—Patternmakers.*

(vii) 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 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-handled 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 *Victoria Government Gazette* No. 21, dated 7th February, 1945) and shall not apply to any processes or occupations to which those Regulations apply.

*NOTICE BOARD.*

19. Employers shall permit a notice board of reasonable dimensions to be erected in a prominent position in their establishments upon which representatives of the unions shall be permitted to post notices of union meetings.

*POSTING DETERMINATION.*

20. A copy of this Determination shall be kept posted in a prominent position by the employer.

*MIXED FUNCTIONS.*

21. (a) Except as hereinafter provided 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.

(b) An employee engaged on any day on different grades of work under a system of payment by results in accordance with clause 17 of this Determination shall as to minimum rates be paid at the rates prescribed for time actually worked in each grade.

*EXTRA RATES NOT CUMULATIVE.*

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

*DEFINITIONS.*

23. (a) "Assembler" means any adult person employed in putting together parts of any agricultural machinery covered by this Determination which have been previously fitted. The removal of burrs or rags shall not be deemed to be fitting.

(b) "Sheet Metal Worker—1st Class" means an adult workman working to scaled prints or drawings or applying general trade experience or knowledge to the making of completed articles and/or the erection and installation thereof.

- (c) "Sheet Metal Worker—2nd Class" means an adult workman working at the bench in the making and/or repairing of completed articles not calling for the use of prints or drawings or measurements.
- (d) "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.
- (e) "Furnaceman" means an employee in charge of a furnace used for smelting metals or ores, boiler plate furnaces, case hardening and/or annealing furnaces, and such heating furnaces where the weight of individual pieces of material is 5 cwt. or more or the area of the material exceeds 4 square feet.
- (f) "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.
- (g) "Jobbing moulder" means a metal moulder engaged in floor moulding, loam moulding, strickle moulding and/or finishing off bath moulds made by a machine process.
- (h) "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.
- (i) "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, and grinding machine.
- (j) "Machinist—2nd Class" means an adult not engaged as a tradesman and who is not required to work from drawings or prints required to be scaled and/or measured from drawings or prints or to make precision measurements, but who is engaged in operating or in the setting up and operating of machines enumerated in the definition of 1st class machinist; or who is engaged operating a key-seating machine, or as a pipe fitter on low pressure work.
- (k) "Machinist—3rd Class" means a machinist, not being a process worker, who operates any machine set up by a tradesman or any machine, the setting up of which does not require the knowledge or skill of a 2nd class machinist.
- (l) "Motor mechanic" means an adult employee engaged in making, repairing, altering, assembling (except for the first time in Australia) or testing the metal parts (including electric) of the engines of motor vehicles.
- (m) "Patternmaker" means a tradesman engaged in the making of patterns in wood.
- (n) "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.
- (o) "Plough fitter" means an employee engaged in fitting harrows, scarifiers, drag harrows, disc ploughs, mould board ploughs, disc cultivators, tooth cultivators, rollers or stump extractors.
- (p) "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, screwdrivers, spanners, and files, and such tools as are necessary for deburring or removing rags or edging.
- (q) "Sunday" means all time between midnight Saturday and midnight Sunday.
- (r) "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.
- (s) "Welder—1st Class" means a tradesman using electric arc and/or 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.
- (t) "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.
- (u) "Welder—3rd Class" means an adult employee using an electric spot or butt welding machine or cutting scrap with an oxy-acetylene blowpipe.
- (v) "Wet place" means a place in which water is continually dripping from overhead to such an extent as to saturate the clothing of a workman, or a place where water accumulates underfoot to a depth exceeding two inches.

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.
Victoria— Within 20 miles of G.P.O., Melbourne, 10 miles of G.P.O., Geelong, or at Warrnambool, and within Mildura and Gippsland Districts. 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.

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.

MARGINAL RATES.

26. In addition to the basic wage provided in clause 24 of this Determination the following margins and loadings shall be the minimum rates payable to male adults engaged in the occupations named :—

	Margin per Week.	Loading per Week.
	s. d.	s. d.
<b>DIVISION I.—AGRICULTURAL IMPLEMENT SECTION.</b>		
<i>(a) Assembly, Fitting, and Process Working.</i>		
Assembler .. .. .	21 0	3 0
Assembler after two years' experience .. .. .	25 0	3 0
Carpenter on agricultural implement making (including tool allowance) .. .. .	36 0	4 0
Dismantler .. .. .	20 0	3 0
Implement and/or comb fitter .. .. .	29 0	3 0
Implement and/or comb fitter after two years' experience .. .. .	33 0	4 0
Pattern fitter and finisher .. .. .	33 0	4 0
Pattern fitter and finisher required to do machining .. .. .	46 0	6 0
Plough fitter .. .. .	27 0	3 0
Process worker .. .. .	19 0	3 0
Wheel rimmer .. .. .	29 0	3 0
Windmill erector .. .. .	29 0	3 0
Windmill maker other than fitter .. .. .	28 0	3 0
<i>(b) Blacksmithing, &amp;c.</i>		
Blacksmith's striker .. .. .	20 0	3 0
Blacksmith's striker on double fires .. .. .	22 0	3 0
Bulldozer operator .. .. .	26 0	3 0
Hammer driver .. .. .	22 0	3 0
Heater .. .. .	20 0	3 0
Implement smith of five years' experience able to do all classes of implement work .. .. .	36 0	4 0
Other smith (including iron bender) .. .. .	33 0	4 0
<i>(c) Dressing, Grinding, and Pickling.</i>		
Chipper .. .. .	20 0	3 0
Dresser and fettler .. .. .	22 0	3 0
Emery-wheel attendant .. .. .	22 0	3 0
Grinder .. .. .	22 0	3 0
Grinder using portable machine .. .. .	24 0	3 0
Pickler .. .. .	17 0	3 0
Shot and sand blast dresser .. .. .	24 0	3 0
<i>(d) Furnacemen.</i>		
Cupola .. .. .	29 0	3 0
Electric .. .. .	28 0	3 0
All other furnaces (not including small rivet or bolt heating) .. .. .	26 0	3 0
Small rivet or bolt heating .. .. .	22 0	3 0
Assistant .. .. .	20 0	3 0
<i>(e) Foundry.</i>		
Jobbing moulder and/or coremaker .. .. .	46 0	6 0
Loose pattern moulder .. .. .	36 0	6 0
Plate and machine moulder and/or coremaker .. .. .	28 0	6 0
Cupola furnaceman .. .. .	31 0	6 0
Electric furnaceman .. .. .	30 0	6 0
All other furnacemen .. .. .	28 0	6 0
Assistant furnacemen .. .. .	22 0	6 0
Dressers and fettlers .. .. .	24 0	6 0
Grinders .. .. .	24 0	6 0
Grinders using portable machine .. .. .	26 0	6 0
Shot and sand blast dressers .. .. .	26 0	6 0
<i>(f) Inspection, &amp;c.</i>		
Checker .. .. .	22 0	3 0
Inspector .. .. .	22 0	3 0
<i>(g) Machinists.</i>		
1st class .. .. .	46 0	6 0
2nd class .. .. .	33 0	4 0
3rd class .. .. .	25 0	3 0
Driller .. .. .	22 0	3 0
Process worker .. .. .	19 0	3 0
<i>(h) Painting, &amp;c.</i>		
Dipper .. .. .	17 0	3 0
Painter (brush hand) .. .. .	20 0	3 0
Paint mixer .. .. .	17 0	3 0
Spray painter .. .. .	21 0	3 0
Writer and liner .. .. .	29 0	3 0
<i>(i) Sheet Metal.</i>		
Sheet metal worker—1st class .. .. .	46 0	6 0
Sheet metal worker—2nd class .. .. .	33 0	4 0
<i>(j) Stores.</i>		
Attendant at casting stores .. .. .	17 0	3 0
Storeman and/or packer .. .. .	20 0	3 0
<i>(k) Welders.</i>		
1st class .. .. .	50 6	6 0
2nd class .. .. .	25 0	3 0
3rd class .. .. .	21 0	3 0
Tack welder .. .. .	23 0	3 0

	Margin per Week.	Loading per Week.
	<i>s. d.</i>	<i>s. d.</i>
(1) Wire Workers.		
Wire drawer .. .. .	20 0	3 0
Wire weaver .. .. .	20 0	3 0
DIVISION II.—ELECTRICAL.		
Electrical mechanic .. .. .	46 0	6 0
Shift electrician .. .. .	46 0	6 0
Tradesman, electrical fitter .. .. .	46 0	6 0
Tradesman's and electrical mechanic's assistant .. .. .	20 0	3 0
DIVISION III.—ENGINEERING.		
Electrical fitter .. .. .	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
Motor mechanic .. .. .	46 0	6 0
Patternmaker .. .. .	60 0	5 0
Toolmaker .. .. .	55 0	10 0
Tradesman .. .. .	46 0	6 0
Tradesman, the greater part of whose time is occupied in marking off .. .. .	50 6	6 0
Tradesman, wet stone grinder, and glazier .. .. .	46 0	6 0
DIVISION IV.—ENGINEERING SMITHING.		
Coppersmith .. .. .	47 6	6 0
Forger and/or faggoter .. .. .	64 6	6 0
Forgeman's assistant .. .. .	22 0	3 0
Other smith .. .. .	47 6	6 0
Toolsmith .. .. .	50 6	6 0
DIVISION V.—WOOD MILL.		
Band sawyer .. .. .	27 0	2 0
Bending machinist .. .. .	24 0	2 0
Boring and drilling machinist .. .. .	20 6	1 6
Buzzer machinist (only operating or feeding machines) .. .. .	16 6	1 6
Buzzer machinist (using straight irons and setting up machines and grinding knives and cutters) .. .. .	29 6	2 6
Casemaker .. .. .	26 0	2 0
Casemaking sawyer .. .. .	17 6	1 6
Circular sawyer .. .. .	27 0	2 0
Crosscut sawyer .. .. .	20 6	1 6
Morticing machinist .. .. .	20 6	1 6
Moulding machinist (where the machinists set up their machines only) .. .. .	28 0	2 0
Moulding machinist (where the machinists set up their machines and grind their knives and cutters) .. .. .	36 6	2 6
Pulling out machinist .. .. .	19 6	1 6
Sanding machinist .. .. .	24 0	2 0
Saw doctor .. .. .	55 0	3 0
Shaper machinist .. .. .	41 6	3 0
Stackers .. .. .	19 6	1 6
Tenoning machinist (only operating or feeding machines) .. .. .	18 6	1 6
Tenoning machinist (using straight irons and setting up machines and grinding knives and cutters) .. .. .	33 6	2 6
Thicknesser machinist .. .. .	23 0	2 0
Turner .. .. .	41 6	3 0
DIVISION VI.—MISCELLANEOUS.		
Belt maker and cutter .. .. .	27 0	4 0
Carpenter (other than agricultural implement making) .. .. .	46 0	6 0
The rate payable to employees working in this classification shall be increased by a tool allowance of 4s. per week.		
Currier .. .. .	37 0	4 0
Other employees not elsewhere classified, with not less than three months' experience in the agricultural implement making industry .. .. .	6 0	3 0
Employee not elsewhere classified .. .. .	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 27.

[1950

Factories and Shops Acts.

DETERMINATION OF THE ELECTRICAL TRADE BOARD.

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

(b) Electrical Fitting and/or Armature Winding, Electrical Mechanics and/or Wiring were proclaimed on 17th July, 1928, as Apprenticeship Trades under the *Apprenticeship Act 1928* for the Metropolitan District.

Full particulars of the apprenticeship regulations for these trades may be obtained on application to the Secretary, Apprenticeship Commission, 103 Russell-street, Melbourne, C.1 (price 3d.).

(c) On 16th October, 1939, the Electrical Installation Board was deprived of 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 business or occupation connected with the installation of electrical fittings, appliances, motors, and heaters including the laying of wires" and such power was conferred exclusively on the Electrical Trade Board.

(d) On 16th October, 1939, the Electrical Supply Board was deprived of the power to "determine the lowest prices or rates which may be paid to any person or persons or classes of persons employed in—

- (i) the generation or distribution of electricity;
- (ii) the manufacture, repair, or maintenance of electrical appliances when such work is done by generators, distributors, or installers,"

and such power was conferred exclusively on the Electrical Trade 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 any person or persons or classes of persons wheresoever employed:—

- (1) in any process, trade, business, or occupation connected with—
  - (a) the generation or distribution of electricity,
  - (b) the manufacture, repair, maintenance, and installation of all classes of electrical appliances, including the laying or erection of cables or wires,
  - (c) the manufacture of electrical globes and electrical valves;
- (2) in the trade of manufacturing or preparing mica products,"

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 Murrumbidgee and Gippsland Districts.	At Yallourn.	Other Parts of Victoria.
	£ s. d.	£ s. d.	£ s. d.
(a) General.			
Electrician in charge of electrical supply undertaking .. .. .	10 6 6	10 13 0	10 3 6
Electrical instrument maker and/or repairer (as defined) .. .	9 17 6	10 4 0	9 14 6
Installation inspector and/or tender .. .. .	9 6 6	9 13 0	9 3 6
Shift electrician .. .. .	9 2 0	9 8 6	8 19 0
Refrigeration mechanic or serviceman .. .. .	9 2 0	9 8 6	8 19 0
Electrician in charge of plant and/or installation .. .. .	9 2 0	9 8 6	8 19 0
Electrical fitter and/or armature winder .. .. .	9 2 0	9 8 6	8 19 0
Battery fitter .. .. .	9 2 0	9 8 6	8 19 0
Cable jointer, on high tension (over 6,600 volts) .. .. .	9 0 6	9 7 0	8 17 6
Cable jointer, on low tension (under 6,600 volts) .. .. .	8 17 6	9 4 0	8 14 6
Cable jointer's mate .. .. .	7 13 0	7 19 6	7 10 0
Electrical mechanic .. .. .	9 2 0	9 8 6	8 19 0
Linesman .. .. .	8 10 0	8 16 6	8 7 0
Linesman's assistant .. .. .	7 13 0	7 19 6	7 10 0
Patrolman—			
(a) Inspecting and switching circuits, or repairing live feeders or distributors of 600 volt or over, or repairing faults on consumers' premises .. .	8 10 0	8 16 6	8 7 0
(b) Inspecting, switching or renewing lamps or fuses on circuits, but not repairing .. .	7 15 6	8 2 0	7 12 6
Meter tester (1st grade) .. .. .	8 9 0	8 15 6	8 6 0
Meter tester (2nd grade) .. .. .	8 2 0	8 8 6	7 19 0
Meter fixer .. .. .	8 2 0	8 8 6	7 19 0
Switchboard attendant .. .. .	8 8 6	8 15 0	8 5 6
Battery attendant .. .. .	7 14 0	8 0 6	7 11 0
Electrical fitter's and mechanic's assistant .. .. .	7 13 0	7 19 6	7 10 0
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
Employee not elsewhere classified .. .. .	6 13 0	6 19 6	6 10 0
(b) Wet Battery Manufacturing.			
Plant assembler .. .. .	8 2 0	8 8 6	7 19 0
Battery repairer (factory) .. .. .	7 19 0	8 5 6	7 16 0
Mixing and pasting by hand .. .. .	7 17 0	8 3 6	7 14 0
Charging and moulding of grids .. .. .	7 17 0	8 3 6	7 14 0
Group burning (placing separate chambers in batteries, burning posts to connectors on top of battery) .. .. .	7 16 0	8 2 6	7 13 0
Formation process .. .. .	7 14 0	8 0 6	7 11 0
All others in this subdivision .. .. .	7 12 0	7 18 6	7 9 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.

TRADESMEN IN LARGE POWER HOUSES.

Tradesmen and/or welders, and their assistants employed in large operating power houses (i.e., power houses developing more than 8,000 kilowatts), other than those not on the regular staff, engaged on new construction work, shall be paid 6s. per week extra, and other apprentices and unapprenticed juniors 3s. per week extra; such amount shall be deemed to include all special rates prescribed in clause 5.

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

Ship Repairing.

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

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

APPRENTICESHIP.

(Other than those covered by the Apprenticeship Commission.)

Apprenticeship Trades.

3. (a) Minors shall not be employed in the following occupations otherwise than under a contract of apprenticeship as hereinafter provided:—

- Electrical fitter and/or armature winder (except the winding of armatures by specialized processes),
- Electrical mechanic,
- Refrigeration mechanic or serviceman.

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 electrical fitting shall include sufficient instruction in welding to enable them to perform the work of their trade in the shop in which they are trained.

*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 trade of—

Electrical mechanic,

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

Electrical fitter,  
Electrical 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 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.

*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 undermentioned percentages of the contemporaneous needs basic wage prescribed for the area in which they are employed, and in addition thereto the constant and special 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.	Special 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.
<i>Four and Five-year Terms.</i>						
	Per Week.	Per Week.	Per Week.			
		s. d.	s. d.	£ 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.—Apprenticeship 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.*

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

*Overtime and Shift Work.*

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

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

*Payment by Results.*

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

*Lost Time*

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

*Prohibition of Premiums.*

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

*Attendance at Technical Schools.*

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

*Annual and Sick Leave.*

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

**FEMALES AND UNAPPRENTICED MALE JUNIORS.**

4. (a) Subject to the exceptions 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.	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>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 6
18 years of age .. .. .	47½	1 3	4 0	3 4 0	3 7 0	3 2 6
19 year 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.

*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: or  
using electric arc or oxy acetylene blow pipe.

**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, 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) Electrical tradesmen and their assistants engaged in the erection repair and maintenance of radar or electrical equipment on masts of ships or other structures at a height in each case of 60 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—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 insulwool 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.

*Underground Mine Work.*

(l) Electricians working underground in mines shall be paid 10 per cent. 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 sub-clause shall apply to claims under this sub-clause.

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

*Wet Places.*

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

*Special Rates not Cumulative.*

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

*Rates not Subject to Penalty Additions.*

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

**TRAVELLING AND BOARD.**

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

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

(b) An employee—

(i) engaged in one locality to work in another; or

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

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

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

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

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

(i) All fares reasonably incurred.

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

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

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

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

(A) 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.**

7. 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.*

8. (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-Day 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-day 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.

*Electricians.*

(c) The ordinary hours of electricians in charge of plant and/or installation shall be the same per week as the hours of the majority of the employees working with or by means of the light or heat or power in the establishment where the electrician in charge is engaged, if that number of hours is within 40 to 48 per week. If that number is below 40 or above 48 the ordinary working hours of the electrician in charge shall be 40 or 48 respectively.

**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) 28 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 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 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 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 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 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.*

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

*OVERTIME.*

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

Except as provided in this sub-clause 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-day Week.*

(d) A day worker on a five-day 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 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 such hours of overtime worked if the employee continues work after such crib time.

Provided that where a day worker on a five-day 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.**

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. 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.

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.**

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 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.*

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

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

(c) An employee not attending for duty shall, except as provided by clause 16 hereof, lose his pay for the actual time of such non-attendance.

##### *Casual Employment.*

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

##### *Late Comers.*

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

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

##### SICK LEAVE.

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

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

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

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

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

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

##### *Single Day Absences.*

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

##### *Cumulative Sick Leave.*

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

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

##### *Attendance at Hospital, &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 12 of this Determination, and if any such holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day, there shall be added to the period of annual leave time equivalent to the ordinary time which the employee would have worked if such day had not been a holiday.

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

*Broken Leave.*

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

*Calculation of Continuous Service.*

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

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

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

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

In cases of personal sickness or accident or absence with reasonable cause the employee to become entitled to the benefit of this sub-clause shall inform the employer in writing if practicable within 24 hours of the commencement of such absence of his inability to attend for duty and as far as practicable the nature of the illness injury or cause and the estimated duration of his absence. A notification given by an employee pursuant to clause 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 12 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 (h) 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, 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.

*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 employees manually hauling underground cables or ring mains and similar cables on ships 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.

*Safety Gear for Live Work.*

(vii) Adequate safety gear (including insulating gloves, mats, and/or shields where necessary) shall be provided by employers for employees required to work on live electrical equipment.

*Tools.*

(viii) 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—Electrical Trades.*

(ix) An electrical trades employee shall not be required to carry tools and/or material exceeding 40 lb. in weight or 6 feet in length to or from the job.

If an electrical trades employee on jobs away from the workshop is unable to arrange suitable free storage accommodation for his tools, the employer shall upon request ensure the provision of same.

*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.*

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 :—

(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.

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

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

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

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

#### NOTICE BOARD.

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

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

#### DEFINITIONS.

##### General.

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, 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;

(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.

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

"Electrical instrument maker and/or repairer" means an adult employee in an electric supply undertaking who is required to design, test, repair, and build electrical measuring and/or recording appliances and/or instruments (not including consumers meters) and carry out experiments on same in a workshop or laboratory.

"Plante assembler" means an adult male employee engaged in the building of batteries with plante, kathanode or train lighting type plates, who in the course of his work is required to burn groups or connectors.

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

"Electrical mechanic" means a tradesman mainly engaged on electrical installation, repair, and maintenance work.

"Shift electrician" means an electrician of at least five years' experience who is in charge of a generating station or rotary converter sub-station during his shift, and is not constantly under the supervision of a superior officer.

"Battery fitter" means an adult employee wholly engaged in the erection, overhauling, or repairing of storage batteries.

"Cable jointer" means an adult workman employed as a jointer of underground cables or employed fixing or repairing underground services in pipes.

"Meter tester—1st grade," means an adult employee engaged in the testing, adjustment, and replacement of standard parts of poly-phase electricity meters on consumers' premises and poly-phase meters in a workshop.

"Meter tester—2nd grade," means an adult employee engaged in the testing, adjustment, and replacement of standard parts of single-phase electricity meters, including testing of meters in batches in a workshop.

"Linesman" means an adult employee engaged in erecting, fixing, maintaining or repairing overhead conductors or electrical apparatus, or fixing service cut-out boxes or supports for meters.

"Linesman's assistant" means an adult employee engaged in assisting a linesman but who shall not work within 6 feet of any live conductor.

SPECIAL CONDITIONS APPLICABLE TO EMPLOYMENT IN ELECTRIC SUPPLY UNDERTAKINGS.

24. The following special conditions shall apply to all employees employed in undertakings concerned with the installation, maintenance, and supply of electric light and power;—

*Leading Hands.*

(a) As a proviso to "Leading Hands" in clause 2 of this Determination.

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 9s. per week extra.

(a) (In lieu of clause 8 (a) of this Determination "Hours of Work")—

*Day Workers.*

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 one day (Saturday) of not more than 4 hours; or five days (Monday to Friday inclusive) of 8 hours each; in either case, to be worked continuously except for meal breaks at the discretion of the employer between 7 a.m. and 6 p.m. on Monday to Friday inclusive, and 7 a.m. and 12.30 p.m. on Saturday; Provided that the spread of hours or daily hours herein prescribed may be altered as to all or a section of the employees by mutual agreement between the employer and the union representative of the employees concerned.

By agreement between any employer and his employees, ordinary hours may be worked on the basis of 80 hours per fortnight with one week of not more than 48 hours.

Subject to the continuance of existing conditions, patrolmen not on shift work shall work the prescribed weekly hours at such hours as the employer may direct.

(b) (In lieu of clause 9 of this Determination "Shift Work")—

*Shift Workers Generally.*

(i) Employees working on shift work shall work such shifts as may be required not averaging more than one in each 24 hours nor averaging any number more than six for every seven days.

A shift shall consist of eight hours inclusive of such time as by mutual arrangement may be taken for meals.

The ordinary hours of shift workers shall not exceed 80 in 14 consecutive days.

For working on any Sunday or holiday shift a shift worker shall be paid time and a half for such shift.

*Continuous Shift Workers.*

(ii) Employees engaged on continuous work on afternoon or night shifts shall be paid 7½ per cent. extra for such shifts.

Subject to the provisions of paragraph (c) of this clause, shift workers on continuous work shall be paid at the rate of double time for all time worked in excess of shift hours, except when such overtime is due to arrangement between the employees themselves or is necessary in effecting periodical rotation of shifts, or is owing to the failure of a shift man, who should relieve, to present himself for duty at the appointed time, in which case ordinary time only shall be paid.

*Non-continuous Shift Workers.*

(iii) Employees engaged on non-continuous work working on afternoon or night shift which does not continue for more than three successive afternoons or nights shall be paid for such shifts at the rate of time and a half, and where such shifts continue for more than three successive afternoons or nights, at the rates prescribed by clause 9 (f) of this Determination.

Subject to the provisions of paragraph (c) of this clause, shift workers on non-continuous work shall for all time worked in excess of their ordinary hours for each shift be paid at the rate of time and a half for the first four hours and double time thereafter.

(c) The following sub-clause is added to clause 11:—

Employees working overtime on the repair or maintenance of plant or equipment necessary for the continuity of supply of electric energy, shall be paid for all such overtime at the rate of time and a half.

(d) In lieu of clause 11 (c):—

An employee recalled to work overtime after leaving his employer's business premises, and who returns to his home on completion of such overtime work, shall be paid for a minimum of one hour's work at the appropriate rate; and in such circumstances, time reasonably spent in getting to and from work shall be regarded as time worked.

(e) Clause 11 (h) shall not apply to employees covered by this clause.

(f) All prevailing customs for holidays or annual leave of absence shall continue until further order, providing they are not less favourable to employees than those prescribed by this Determination for employees of the same classes.

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 28.

*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.

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 special loadings specified in clauses 3 and 4 of this Determination.

## MARGINAL RATES.

27. 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.	Margin Per Week.	Loading Per Week.
<i>(a) General.</i>		
	<i>s. d.</i>	<i>s. d.</i>
Electrician in charge of electrical supply undertaking .. .. .	70 6	6 0
Electrical instrument maker and/or repairer (as defined) .. .. .	61 6	6 0
Installation inspector and/or tester .. .. .	50 6	6 0
Shift electrician .. .. .	48 0	6 0
Refrigeration mechanic or serviceman .. .. .	46 0	6 0
Electrician in charge of plant and/or installation .. .. .	46 0	6 0
Electrical fitter and/or armature winder .. .. .	46 0	6 0
Battery fitter .. .. .	46 0	6 0
Cable jointer, on high tension (over 6,600 volts) .. .. .	44 6	6 0
Cable jointer, on low tension (under 6,600 volts) .. .. .	41 6	6 0
Cable jointer's mate .. .. .	20 0	3 0
Electrical mechanic .. .. .	46 0	6 0
Linesman .. .. .	36 0	4 0
Linesman's assistant .. .. .	20 0	3 0
Patrolman—		
(a) Inspecting and switching circuits, or repairing live feeders or distributors of 600 volt or over, or repairing faults on consumers' premises .. .. .	36 0	4 0
(b) Inspecting, switching or renewing lamps or fuses on circuits, but not repairing .. .. .	22 6	3 0
Meter tester (1st grade) .. .. .	35 0	4 0
Meter tester (2nd grade) .. .. .	29 0	3 0
Meter fixer .. .. .	29 0	3 0
Switchboard attendant .. .. .	34 6	4 0
Battery attendant .. .. .	21 0	3 0
Electrical fitter's and mechanic's assistant .. .. .	20 0	3 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
<i>(b) Wet Battery Manufacturing.</i>		
Plants assembler .. .. .	29 0	3 0
Battery repairer (factory) .. .. .	28 0	3 0
Mixing and pasting by hand .. .. .	24 0	3 0
Charging and moulding of grids .. .. .	24 0	3 0
Group burning (placing separate chambers in batteries, burning posts to connectors on top of battery) .. .. .	23 0	3 0
Formation process .. .. .	21 0	3 0
All others in this subdivision .. .. .	19 0	3 0

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

J. W. RYAN, Secretary.

Melbourne, 19th December, 1949.







# VICTORIA GOVERNMENT GAZETTE.

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No. 47]

FRIDAY, JANUARY 27.

[1950

Factories and Shops Acts.

## DETERMINATION OF THE JAM TRADE BOARD.

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

IN accordance with the provisions of the Factories and Shops Acts, the Wages Board 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—

Manufacturing jam, fruit jelly, pickles and sauces, or

(a) preparing, canning, or preserving lemon or other peel, fruit, or vegetables;

(b) preparing or putting up any of such articles for sale;

has made the following Determination, namely:—

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

### ADULT EMPLOYEES.

2.

(a) Males—Weekly Hands.

	Wages per Week.		
	£	s.	d.
Foreman (first jam maker) .. .. .	9	2	0
Assistant jam maker (as defined) .. .. .	8	10	0
Foreman packer in charge of despatch and packing department .. .. .	8	17	0
Foreman sauce, chutney, pickles or condiment maker (as defined) .. .. .	8	12	0
Fruit or vegetable preserver (as defined) .. .. .	8	12	0
Fruit crystallizer .. .. .	8	7	0
Candy peel-maker in charge .. .. .	8	7	0
Operator of peach-pitting or pear-preparing machine .. .. .	7	19	0
Leading hand, bottle department .. .. .	8	2	0
Foreman packer's assistant .. .. .	8	5	0
Leading hand, pulp department .. .. .	8	2	0
Man working in connexion with freezing or cooling chambers .. .. .	7	19	0
Man working in dehydrating tunnel .. .. .	7	19	0
Operator of labelling machine labelling canned goods .. .. .	7	19	0
Operator of fruit or vegetable lye machine .. .. .	7	19	0
Syrup maker, i.e., a person who actually boils the syrup .. .. .	7	19	0
Tapper .. .. .	7	19	0
Operator of sauce labelling machine .. .. .	7	19	0
Driver of power-driven factory truck .. .. .	7	18	0
Employees engaged in inspecting fruit for acceptance or rejection .. .. .	7	18	0
Employee in fruit crystallizing department, other than fruit crystallizer .. .. .	7	18	0
Storeman and packer (as defined) .. .. .	7	19	0
Employees operating can-closing machine .. .. .	7	19	0
Employee engaged feeding into and/or taking from lacquer machine .. .. .	7	15	0
Employees feeding into and/or taking from bottle-washing machine .. .. .	7	19	0
Employee engaged in bottle-washing department .. .. .	7	15	0
Retort hand (as defined) .. .. .	7	15	0
Employee engaged in juice-making room or department (where juice is extracted for use in jams and jellies) .. .. .	7	15	0
Man in charge of and operating retorts .. .. .	8	2	0
Employee operating jam filling machine .. .. .	7	19	0
Employee operating sauce filling machine .. .. .	7	19	0
Employee operating bottle capping or bottle closing machine .. .. .	7	19	0
An employee not elsewhere classified, directly engaged on the line of production (as defined) who feeds by hand a machine or machines on such line .. .. .	7	15	0
An employee not elsewhere classified, who is directly employed on the line of production (as defined) .. .. .	7	12	0
Employees engaged filling, stirring, weighing, loading in and taking off in the jam and pulp making sections .. .. .	7	15	0
All others .. .. .	7	10	0

Provided that—

(i) if at any time any adult male employee is employed for any period of not more than two weeks, he shall be entitled to 1s. for each working day of such period in addition to the minimum rate prescribed by this clause;

- (ii) if at any time any adult male employee is employed for any period of more than two weeks, but not more than four weeks, he shall be entitled to 6d. for each working day of such period in addition to the minimum rate prescribed by this clause;
- (iii) an employee required to lift, carry or stack by hand, crates, cases, tubs, or other containers of goods or commodities of any description weighing over 90 lb. each, for continuous periods exceeding half an hour, shall in respect thereof be paid an amount of 3d. per hour or part of an hour (not being less than half an hour) in addition to his appropriate rate of pay as above prescribed.

(b) Females—Weekly Hands.

		Wages per Week.
		£ s. d.
Head forewoman .. .. .		6 19 6
Forewoman's assistant .. .. .		6 9 6
Head woman supervisor .. .. .		6 6 6
Supervisor (as defined) .. .. .		6 4 6
Operator of peach pitting machine or pear preparing machine .. .. .		6 4 6
Employees engaged in—		
(i) clipping piecework tickets .. .. .		} 6 1 6
(ii) cutting or pulping lemons or pineapples .. .. .		
(iii) lifting jam, fruit, sauce, sugar, vegetable or wet condiments weighing over 20 lb. .. .. .		
(iv) operating can-closing machines .. .. .		
(v) packing clear mixed pickles into glass containers .. .. .		
(vi) pouring out or filling jam by hand .. .. .		
(vii) pouring out pulp by hand .. .. .		
(viii) stirring jam, sauce, or pulp .. .. .		
(ix) washing bags .. .. .		
(x) working at a fruit press .. .. .		
(xi) feeding into and/or taking from lacquer machine .. .. .		
(xii) feeding into and/or taking from bottle-washing machine .. .. .		
(xiii) bottle-washing department .. .. .		
(xiv) pouring out soups, chutneys, pickles or other preparations .. .. .		
(xv) operator jam filling machine .. .. .		
(xvi) operator sauce filling machine .. .. .		
(xvii) operator bottle capping or bottle closing machine .. .. .		
(xviii) operator sauce labelling machine .. .. .		
(xix) feeding peach slicing machine .. .. .		
All other adult females, i.e., females 18 years of age or over .. .. .		5 12 6

Provided that—

- (i) if at any time any adult female employee is employed for any period of not more than two weeks, she shall be entitled to 9d. for each working day of such period in addition to the minimum rate above prescribed;
- (ii) if at any time any adult female employee is employed for any period of more than two weeks but not more than four weeks, she shall be entitled to 4d. for each working day of such period, in addition to the minimum rate above prescribed.

ADULT MALE EMPLOYEES—CASUAL HANDS.

- 3. (a) A casual adult male employee, that is to say, an employee who is at any one time employed for less than three consecutive days, shall be paid at an hourly rate which shall be calculated on the weekly rate for the work upon which he is employed, plus 50 per cent. An employee employed as aforesaid shall be paid for not less than four hours on each engagement.
- (b) Any adult male employee who is employed at any one time for more than two consecutive days shall thereafter be deemed to be a weekly employee for the purposes of this Determination.

4. JUNIOR EMPLOYEES.

		Wages per Week.
		£ s. d.
(i) Males—		
Under 17 years of age .. .. .		2 18 0
17 years of age and under 18 years of age .. .. .		3 12 0
18 years of age and under 19 years of age .. .. .		4 6 9
19 years of age and under 20 years of age .. .. .		5 2 6
20 years of age and under 21 years of age .. .. .		6 3 0
Provided that any junior male employee employed operating a peach-pitting or pear-preparing machine shall be paid 12s. per week in addition to the above rates.		
(ii) Females—		
Under 18 years of age .. .. .		4 2 6
Provided that any junior female employee employed operating a peach-pitting or pear-preparing machine shall be paid 12s. per week in addition to the above rate.		

PROHIBITION OF EMPLOYMENT.

5. The Board determines that no person shall be employed as an apprentice.

DEFINITIONS.

6. For the purposes of this Determination, unless a contrary intention is by the context made apparent—

- “Adult female employee” means a female employee of the age of 18 years or more.
- “Assistant jam maker” means an employee who makes jam and determines the point at which to take off notwithstanding laboratory control.
- “Foreman sauce, chutney, pickles or condiment maker” means an employee who is competent to mix ingredients and make sauce, chutney, pickles or condiments and who being so competent is actually in charge of the making thereof.
- “Fruit or vegetable preserver” means an employee actually in charge of the work of fruit or vegetable preserving.
- “Line of Production” shall be deemed to mean that portion of the process where materials and/or containers move by mechanical means at a pre-determined speed for the purpose of producing a partly or fully processed article ready for storage; but shall not include the work of taking supplies to the machines.
- “Man in charge of retorts” means an employee in charge of more than one retort and who is responsible for the functioning and effective working of such retorts.
- “Operator of peach-pitting or pear-preparing machine” means an employee who performs the work of actually feeding peaches or pears by hand into such a machine.

"Permanent employee" means an adult employee whose engagement continues from before until after the season.

"Season" means the period from the 1st December in one year until the 30th April in the following year.

"Storeman and packer" means either—

(a) An employee who packs in sawdust or any other packing material for despatch or who checks goods at the time of their despatch; or

(b) a male employee in charge of a label room; or

(c) an employee who is employed at receiving and stacking boxes of tin-plate on arrival at a factory; or

(d) an employee who is employed at re-stacking boxes of tin-plate in a factory; or

(e) an employee who is employed at nailing or wiring machines or nailing or wiring by hand.

"Supervisor" means a female employee, not being a forewoman nor an assistant forewoman, who walks up and down between the rows controlling the cutting or canning of fruit.

"Union" means the Food Preservers' Union of Australia.

#### TERMS OF EMPLOYMENT.

7. (a) The contract of hiring of all employees shall, in the absence of an express contract to the contrary, be by the week.

(b) Employment of all employees whose contract of hiring is by the week shall be terminable only by a week's notice on either side. Provided that such notice may be given at any time. And provided also that during the season two days' notice (or payment of two days' pay in lieu thereof), which may be given at any time, shall be a sufficient notice of the termination of a contract of hiring by the week. And provided further that nothing hereinbefore contained shall disentitle an employer from dismissing any employee summarily and without notice where the employee has been found by the employer or his agent to be malingering, inefficient to do the work for which he has been engaged, neglectful of his duty, or to have misconducted or to be misconducting himself, and in such a case wages shall be payable up to the time of dismissal only. And provided further that the employer shall be entitled to deduct payment for any day upon which, because of a strike or of any breakdown of machinery or stoppage of work for any reason for which the employer cannot be held responsible, the employee cannot be usefully employed.

#### PROHIBITION OF CONTRACT WORK.

8. An employee shall not perform work (except as herein provided) by contracting, sub-contracting, sub-letting, or other similar systems.

#### MIXED FUNCTIONS.

9. Where an employee is put to work at a classification higher in respect of remuneration than that under which such employee was engaged or was deemed to have been working such employee shall be paid for the whole of the time during which such employee is employed at such work at the rate of remuneration prescribed for such higher classification: Provided that such employee shall be paid at the rate prescribed for such higher classification for the whole of the day if such work is performed continuously for over half of the day and for the whole of the week if such work is performed continuously for over half of the week.

#### PROPORTION OF JUVENILES.

10. (a) The proportion of male employees under the age of 21 years shall not exceed one to three adult male employees receiving the minimum wage.

(b) The proportion of female employees under the age of 18 years shall not exceed one to three female employees 18 years of age and over receiving the minimum wage.

#### HOURS.

11. (a) 40 hours shall constitute a week's work.

(b) A week's work shall be performed in five days.

(c) The 40 hours shall be worked between 7 a.m. and 6 p.m. on Monday to Friday inclusive.

(d) Notwithstanding anything hereinbefore contained, an employer may require any male employee to perform his week's work on night shift. Provided that payment therefor shall be at the rate of time and a quarter. And provided also that where the week's work is performed on night shift of five nights in the week it shall be performed between the hours of 6 p.m. on one day and 7 a.m. on the following day, and between 6 p.m. on a Monday and 7 a.m. on the following Saturday.

#### OVERTIME.

12. (a) All time worked before 7 a.m. or after 6 p.m. or in excess of 8 hours in a day or on Saturday shall be paid for at time and a half for the first four hours and double time thereafter.

(b) Where the week's work is performed on night shift of five shifts in a week, all time worked before the usual starting time of a shift or after the usual finishing time of a shift or in excess of 8 hours (which shall be deemed to be the ordinary period of a shift) shall be paid for at one and a half times the night shift rate as prescribed in sub-clause (d) of clause 11 of this Determination for the first four hours and at double such rate thereafter.

(c) All piecework performed on Saturday or before 7 a.m. or after 6 p.m. or in excess of 8 hours on any Monday to Friday inclusive shall be paid for at the rate of time and a half for the first four hours and at double rates thereafter.

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

#### MEAL INTERVAL.

13. No employee shall work more than 5 hours without a suitable interval for a meal, but this provision shall not apply where the employee finishes work for the day at or before 1 p.m. on Saturdays, or where on Monday to Friday inclusive a female employee ceases work at or before 6 p.m., and a male employee finishes work at or before 6.30 p.m.

#### MORNING AND AFTERNOON TEA.

14. Females shall be allowed morning and afternoon tea at such times and in such manner as shall not interfere with the continuous running of the factory.

#### HOLIDAYS DEFINED.

15. (a) The following days shall be holidays:—New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labor Day, King's Birthday, Christmas Day, Boxing Day, Union Picnic Day (to be observed during the period from 1st June to 15th November). Provided that in the metropolitan area of Melbourne and the City of Bendigo respectively, Melbourne Cup Day (in the case of the former) and Sunday School Picnic Day (in the case of the latter) may be continued as a holiday instead of Union Picnic Day.

(b) Employees whose contract of hiring is by the week shall suffer no deduction from their pay on account of not working on any of such holidays.

(c) An employee whose contract of hiring is by the week and who is dismissed within seven days of any of the said holidays and is re-engaged within fourteen days after the said holiday shall be paid for such holiday; and in the case of the said holiday being Christmas Day or Good Friday and the re-engagement being within fourteen days of the following New Year's Day or Easter Monday, as the case may be, the employee shall be paid for each of the intervening holidays.

(d) Piece-workers shall be paid for any of the abovementioned holidays not worked at the ordinary rates payable to employees on time-work doing the class of work at which during the week in which such holiday occurs the piece-workers in question are employed.

(e) Should any other day be by Act of Parliament or proclamation substituted for any of the above-mentioned holidays, the day so substituted shall for all purposes be deemed to be a holiday within the scope, meaning, and intention of this clause.

## RATES FOR SUNDAYS AND HOLIDAYS.

16. (a) All work other than piecework performed on Sundays and holidays shall be paid for at the rate of double time.  
 (b) All piecework performed on Sundays and holidays shall be paid for at the rate of double time.

## TEA MONEY.

17. (a) An employee required to work overtime beyond 5.45 p.m. shall either be supplied with a meal by the employer or be paid 2s. 6d., but should such employee refuse to work a minimum of two hours' overtime if so required by the employer, such employee shall forfeit his right to the payment hereinbefore prescribed.  
 (b) A shift worker who is required to work overtime for more than 1½ hours after the usual ceasing time shall be supplied with a meal by the employer or paid 2/6 as an allowance therefor.

## IMPLEMENTS AND COVERINGS.

18. (a) The employer shall provide all brushes, spoons, knives, and other necessary implements and materials requisite for the work of employees. Such implements and materials, if not returned by the employee on the employer's demand, shall be paid for by the employees at reasonable rates.  
 (b) Employees engaged in the preparation of lemons and pineapples or in connexion with the handling of hot jam or preserves or packing empty tins into cases shall be provided by the employer with gloves as may be reasonably required. Such gloves shall be returned by the employee to the employer on demand, and in default thereof the employee shall pay for them at a reasonable rate.  
 (c) Where the employer requires an employee to wear a cap, overalls, or uniform of any description such shall be provided by the employer, free of charge, and shall be kept laundered by the employer. Such cap, overalls, or uniform shall be returned on demand, or in default the employee shall pay for same at a reasonable rate.  
 (d) Employees required to work in the rain or in places or at work where the employees' clothes become wet shall be provided with waterproof overalls or aprons and waterproof footwear.

## FIRST AID.

19. First-aid outfits are to be kept at readily accessible points in every establishment, and where twenty or more persons are employed one of them shall be a competent first-aid man.

## DINING-ROOMS AND CONVENIENCES.

20. (a) The employer shall provide suitable dining-room accommodation for employees who desire to remain at the premises of the factory during the meal interval.  
 (b) The employer shall provide and maintain adequate sanitary and lavatory accommodation for employees, including wash-basins and showers supplied with hot and cold water.  
 (c) The employer shall provide a locker, capable of being locked, for each employee or in the alternative accommodation for each employees' clothes and effects where such can be left and recovered by each employee without his or her gaining access to the clothes or effects of any other employee.

## ANNUAL HOLIDAY.

21. 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.

22. (a) An employee who is absent from work on account of his or her own illness or on account of injury by accident arising out of and in the course of his or her employment shall be entitled to leave of absence without deduction of pay, subject to the following conditions and limitations:—
- (i) He or she shall not be entitled to such leave of absence unless he or she shall have been in the service of the employer concerned for at least three months immediately prior to such absence;
  - (ii) He or she shall not be entitled to such leave of absence for any period in respect of which he or she is entitled to workers' compensation;
  - (iii) He or she shall within 24 hours of the commencement of such absence inform the employer of his or her inability to attend at his or her work and, as far as practicable, state the nature of the illness or injury and the estimated duration of the absence;
  - (iv) He or she shall prove to the satisfaction of the employer (or in the event of any dispute to the Secretary for Labour) that he or she was unable on account of such illness or injury to attend at his or her work on the day or days in respect whereof such leave is claimed. (For the purpose hereof the employer or the Secretary for Labour may require an employee to make a statutory declaration verifying the cause and length of his or her absence);
  - (v) He or she shall not be entitled in any year except as hereinafter provided (whether during such year in the employ of one or more than one employer) to such leave of absence in excess of 40 hours of working time, nor to payment in excess of 40 hours at ordinary rates.
  - (vi) An employee who in any one year of his or her employment with an employer has not been absent from work for 40 hours of working time on account of his or her own illness or on account of injury by accident arising out of and in the course of his or her employment shall be entitled to the benefits of the provisions of this clause of this Determination in a subsequent year of his or her employment with that employer to the extent of the difference between the actual working time so absent due to the aforesaid causes in that year and the maximum period of 40 hours provided for in this clause: Provided however, that sick leave so accumulated shall not exceed 120 hours working time.
- (b) For the purpose of placitum (iv) of sub-clause (a) hereof, an employer may within one month of the coming into operation of this Determination (in respect of employees in his employ at the date of such coming into operation) or within two weeks of an employee entering his employment (in respect of other employees) require an employee to make a statutory declaration or other written statement as to what leave of absence without deduction of pay he or she has had from any employer during the then current year, and the employer shall be entitled to rely and act upon such statement.
- (c) For the purposes of this clause, an employer may arrange with the secretary of the local branch of the Union for the recognition of a specified date as the commencing date of each year, and when so arranged, such date shall be binding for such purposes on the Union, the employer, and his employees. In the absence of any such arrangement, "year" shall mean—
- (i) In the case of an employee in the service of an employer on the date of the coming into operation of this Determination, a year of service commencing on that date, except in the case where the employer has before that date allowed paid sick leave, when it shall mean the year of service then current;
  - (ii) In other cases, a year of service in the employ of the employer concerned.

(d) A piece-worker shall be entitled to leave of absence subject to the conditions and limitations set out in sub-clause (a) hereof, and in respect thereof shall be paid at the time-work rate appropriate to the work at which he or she would, except for the illness or injury causing absence, have been employed.

**LIMITATION OF EMPLOYER'S LIABILITY.**

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

**PAYMENT OF WAGES.**

\*23A. (a) Wages of all employees shall be paid not later than Thursday or Friday in each week.

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

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

Provided that an employer shall have a period of six months from the date of this Determination in which to implement this provision.

**TIME-BOOK AND INSPECTION.**

24. The employer shall provide at the factory a time-book. Such time-book shall contain a correct account of the hours worked and the rates received by each employee, and shall be kept correctly entered up in ink. The secretary or the branch secretary of the Union shall have power to inspect the time-book, and also the right to visit the office of the employer for this purpose, and also for the purpose of investigating any breach or suspected breach of this Determination which is occurring or has occurred, and to interview such employee involved or concerned in the breach or suspected breach of this Determination. The employer shall make available to the officer any employees required by him in connexion with the investigation.

The time of any such visit shall be notified to the employer by the officer prior to his actually going to the office, and the employer shall provide the officer with the necessary facilities for the investigation of the breach or suspected breach of this Determination.

The officer shall interfere with and inconvenience the work and the duties of the employees as little as possible.

**UNION NOTICES.**

25. At each factory reasonable facilities shall be afforded officers of the Union for the necessary work in connexion therewith, and the Union shall be permitted to post Union meeting notices on a board in each factory in a reasonable manner.

Without affecting the generality of the foregoing paragraph, each employer carrying on principally the industry covered by this Determination shall permit a member of the Union nominated by the general secretary of the Union to enter the part of the factory premises of such employer set apart for meals once a week, on a day to be appointed by such employer, during the meal interval, for the purpose of interviewing members of the Union on matters relating to this Determination. If such authorized person exceeds the limits of his authority, his permit may be terminated by the Secretary for Labour on an application by any employer showing good cause.

**PERIODICAL ADJUSTMENT OF WAGES.**

26. *Adult Males.*—The wages rates set out in clause 2 are based upon the following basic wage ingredient and pursuant to the provisions of Section 21 of the *Factories and Shops Act 1934*, the Board hereby determines that the rates for adult males shall be automatically adjusted as prescribed by clause 27.

*Basic Wage Ingredient.*

Place.	Basic Wage Ingredient.	Index Number Set Assigned.
Throughout the State .. .. .	£ s. d. 6 5 0	Sydney, Melbourne, Adelaide, and Hobart } Weighted average.

**ADJUSTMENT OF BASIC WAGE INGREDIENT.**

27. (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 ingredient shall be as prescribed in clause 26.

(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) *Adult Females.*—Adult female rates shall be adjusted as follows:—By increasing or decreasing by the amount of the difference from time to time in the basic wage ingredient for females. Such basic wage ingredient shall be 75 per cent. of the male adult minimum wage, calculated to the nearest 3d. The weekly wage payable shall be the basic wage ingredient as so obtained plus the margins and loadings shown in clause 28 (b).

(e) *Junior Employees.*—The rates of junior employees shall be adjusted from time to time by increasing or decreasing the said rates in the same proportion as any increase or decrease of the male basic wage ingredient of the wages rates per week of adult employees bears to the said basic wage ingredient. Provided that any such adjustment shall be calculated to the nearest 3d.

MARGINAL RATES.

28. (a) *Adult Males.*—In addition to the basic wage ingredient as provided in Clause 26 of this Determination the following margins and loadings shall be the minimum rates payable to male adults engaged in the occupations named.

	Margins. Per Week.	Prosperity Loading Per Week.	Industry Loading Per Week.
	£ s. d.	s. d.	s. d.
Foreman (first jam maker) .. .. .	2 5 0	5 0	7 0
Assistant jam maker (as defined) .. .. .	1 13 0	5 0	7 0
Foreman packer in charge of despatch and packing department .. .. .	2 0 0	5 0	7 0
Foreman sauce, chutney, pickles or condiment maker (as defined) .. .. .	1 15 0	5 0	7 0
Fruit or vegetable preserver (as defined) .. .. .	1 15 0	5 0	7 0
Fruit crystallizer .. .. .	1 10 0	5 0	7 0
Candy peel maker in charge .. .. .	1 10 0	5 0	7 0
Operator of peach-pitting or pear-preparing machine .. .. .	1 2 0	5 0	7 0
Leading hand, bottle department .. .. .	1 5 0	5 0	7 0
Foreman, packer's assistant .. .. .	1 8 0	5 0	7 0
Leading hand, pulp department .. .. .	1 5 0	5 0	7 0
Man working in connexion with freezing or cooling chambers .. .. .	1 2 0	5 0	7 0
Man working in dehydrating tunnel .. .. .	1 2 0	5 0	7 0
Operator of labelling machine labelling canned goods .. .. .	1 2 0	5 0	7 0
Operator of fruit or vegetables lys machine .. .. .	1 2 0	5 0	7 0
Syrup maker, i.e., a person who actually boils the syrup .. .. .	1 2 0	5 0	7 0
Tapper .. .. .	1 2 0	5 0	7 0
Operator of sauce labelling machine .. .. .	1 2 0	5 0	7 0
Driver of power-driven factory truck .. .. .	1 1 0	5 0	7 0
Employees engaged in inspecting fruit for acceptance or rejection .. .. .	1 1 0	5 0	7 0
Employee in fruit crystallizing department (other than fruit crystallizer) .. .. .	1 1 0	5 0	7 0
Storeman and packer (as defined) .. .. .	1 2 0	5 0	7 0
Employees operating can-closing machine .. .. .	1 2 0	5 0	7 0
Employee engaged feeding into and/or taking from lacquer machine .. .. .	0 18 0	5 0	7 0
Employees feeding into and/or taking from bottle-washing machine .. .. .	1 2 0	5 0	7 0
Employee engaged in bottle-washing department .. .. .	0 18 0	5 0	7 0
Retort hand (as defined) .. .. .	0 18 0	5 0	7 0
Employee engaged in juice-making room or department (where juice is extracted for use in jams and jellies) .. .. .	0 18 0	5 0	7 0
Man in charge of and operating retorts .. .. .	1 5 0	5 0	7 0
Employee operating jam filling machine .. .. .	1 2 0	5 0	7 0
Employee operating sauce filling machine .. .. .	1 2 0	5 0	7 0
Employee operating bottle capping or bottle closing machine .. .. .	1 2 0	5 0	7 0
An employee not elsewhere classified, directly engaged on the line of production (as defined) who feeds by hand a machine or machines on such line .. .. .	0 18 0	5 0	7 0
An employee not elsewhere classified, who is directly employed on the line of production (as defined) .. .. .	0 15 0	5 0	7 0
Employees engaged filling, stirring, weighing, loading in and taking off in the jam and pulp making sections .. .. .	0 18 0	5 0	7 0
All others .. .. .	0 13 0	5 0	7 0

(b) *Margins and Loadings for Adult Females.*

	Margins per Week.
	£ s. d.
Head forewoman .. .. .	1 7 0
Forewoman's assistant .. .. .	0 17 0
Head woman supervisor .. .. .	0 14 0
Supervisor (as defined) .. .. .	0 12 0
Operator of peach-pitting machine or pear-preparing machine .. .. .	0 12 0
Employees engaged in—	
(i) clipping piece-work tickets .. .. .	
(ii) cutting or pulping lemons or pineapples .. .. .	
(iii) lifting jam, fruit, sauce, sugar, vegetable or wet condiments weighing over 20 lb. .. .. .	
(iv) operating can-closing machines .. .. .	
(v) packing clear mixed pickles into glass containers .. .. .	
(vi) purging out or filling jam by hand .. .. .	
(vii) pouring out pulp by hand .. .. .	
(viii) stirring jam, sauce or pulp .. .. .	
(ix) washing bags .. .. .	
(x) working at a fruit press .. .. .	0 9 0
(xi) feeding into and/or taking from lacquer machine .. .. .	
(xii) feeding into and/or taking from bottle-washing machine .. .. .	
(xiii) bottle-washing department .. .. .	
(xiv) pouring out soups, chutneys, pickles or other preparations .. .. .	
(xv) operator jam filling machine .. .. .	
(xvi) operator sauce filling machine .. .. .	
(xvii) operator bottle capping or bottle closing machine .. .. .	
(xviii) operator sauce labelling machine .. .. .	
(xix) feeding peach slicing machine .. .. .	
All other adults females, i.e., females eighteen years of age or over .. .. .	Nil.

SCHEDULE "A."

PIECE-WORK.

The lowest piece-work prices payable to any person engaged in the following kinds of work shall be:—  
Preparation of Fruit or Vegetables for Canning or Jam, &c.

Fruit or Vegetable.	Work Performed.	Purposes for which prepared—			
		Jam.		Canning.	
		Price per Standard Case.	Price per Bucket.	Price per Standard Case.	Price per Bucket.
(a) When the fruit is carried to and taken away from the worker's bench and measured prior to the particular operation—					
Apples	Peeling by hand	s. d. 0 8½	s. d. ..	s. d. 0 8½	s. d. ..
"	Cutting by hand	0 6½	..	0 6½	..
"	Coring by hand	0 6½	..	0 6½	..
"	Peeling, cutting or coring by machine	0 7½	..	0 7½	..
Apricots	Sorting	0 1	..	0 2	..
"	Cutting and stoning	0 7½	0 2½	0 10½	..
"	Stoning for jam	..	0 1½	..	..
Asparagus (large)	Scraping	..	..	..	0 3½
" (medium)	Scraping	..	..	..	0 3½
" (small)	Scraping	..	..	..	0 3½
Cherries	Stalking	..	..	0 10½	..
Figs (large)	Stalking	..	0 1½	..	0 1½
" (small)	Stalking	..	0 1½	..	0 1½
Green ginger	Cutting and scraping for jam	..	1 9	..	..
Gooseberries	Topping and tailing	..	1 0	..	1 0
Grapes	Sorting and staling	0 7	..	0 9½	..
Oranges	Cutting and spooning by hand (2½ inches in diameter and over)	0 7½	..	..	..
"	Cutting and spooning by hand (under 2½ inches in diameter)	0 10	..	..	..
Peaches	Sorting	0 0½	..	0 1	..
"	Stoning for jam	..	0 1½	..	..
"	Cutting and stoning peeled peaches	..	..	0 6	..
"	Cutting and stoning unpeeled peaches	..	..	0 6	..
"	Cutting and stoning "Golden Queen" and/or "Goodman's Choice" 2½ inches in diameter and over	..	..	0 7	..
"	Cutting and stoning peaches under 2½ inches in diameter	..	..	0 8	..
"	Peeling for canning	..	..	0 7	..
Pears (large and medium)	Peeling, cutting and coring (into water)	..	..	1 1½	..
" (small)	Peeling, cutting and coring (not into water)	..	..	1 0	..
"	Peeling, cutting and coring (into water)	..	..	1 3	..
"	Peeling, cutting and coring (not into water)	..	..	1 1	..
Plums	Sorting and staling (from screens)	0 2½	..	0 2½	..
"	Sorting and staling (from tables)	0 2½	..	0 3	..
Cherry plums	Sorting and staling (from screens)	0 2½	..	0 3	..
"	Sorting and staling (from tables)	0 2½	..	0 3½	..
Greengages	Sorting and staling (from screens)	0 2½	..	0 3	..
"	Sorting and staling (from tables)	0 2½	..	0 3½	..
Quinces	Peeling, cutting and coring by machines	0 6	..	0 6	..
"	Peeling by hand (not topping or tailing)	0 7	..	0 7	..
"	Peeling by hand and topping and tailing	0 9	..	0 9	..
"	Cutting by hand	0 6	..	0 6	..
"	Coring by hand (quarters)	0 6	..	0 6	..
"	Coring by hand (halves)	0 4½	..	0 4½	..
"	Sorting and picking over machine cored slices	..	0 2	..	0 2
Tomatoes	Peeling	..	..	..	0 3
"	Sorting for canning	..	..	0 2½	..
Strawberries	Stalking (per 3 baskets)	0 2	..	..	..
(b) When the fruit has to be carried to or from the bench by the worker or when measurement is reckoned after the particular operation—					
Apples	Peeling by hand	s. d. 0 9	s. d. ..	s. d. 0 9	s. d. ..
"	Cutting by hand	0 7	..	0 7	..
"	Coring by hand	0 6½	..	0 6½	..
"	Peeling, cutting and coring by machine	0 8	..	0 8	..
Apricots	Stoning for jam	..	0 1½	..	..
"	Cutting and stoning for canning	..	..	0 11	..
Asparagus (large)	Scraping	..	..	..	0 3½
" (medium)	Scraping	..	..	..	0 3½
" (small)	Scraping	..	..	..	0 3½
Figs (large)	Stalking	..	0 1½	..	0 1½
" (small)	Stalking	..	0 1½	..	0 1½
Ginger (green)	Cutting and scraping for jam	..	1 9	..	..
Gooseberries	Topping and tailing for canning	..	1 0	..	1 0
Grapes	Sorting and staling	0 8	..	0 9½	..
Peaches	Stoning for jam	..	0 1½	..	..
"	Cutting and stoning peeled peaches	..	..	0 7½	..
"	Cutting and stoning unpeeled peaches	..	..	0 7½	..
"	Peeling for canning	..	..	0 7½	..
Pears	Peeling, cutting and coring (into water)	..	..	1 3	..
"	Peeling, cutting and coring (not into water)	..	..	1 1	..
Plums	Sorting and staling (from screens)	0 2½	..	0 3½	..
"	Sorting and staling (from tables)	0 2½	..	0 3½	..

\* See Footnote.

\* See Footnote.

\* Note—50 per cent shall be added to the above piecework prices.

SCHEDULE "A"—continued.  
PIECE-WORK.  
Preparation of Fruit or Vegetables for Canning or Jam, etc.—continued.

Fruit or Vegetable.	Work Performed.	Purposes for which prepared—			
		Jam.		Canning.	
		Price per Standard Case.	Price per Bucket.	Price per Standard Case.	Price per Bucket.
(b) When the fruit has to be carried to or from the bench by the worker or when measurement is reckoned after the particular operation—continued.					
		<i>s. d.</i>	<i>s. d.</i>	<i>s. d.</i>	<i>s. d.</i>
Cherry plums	Sorting and staking (from screens)	0 2½	..	0 3½	..
" "	Sorting and staking (from tables)	0 3	..	0 3½	..
Greengages	Sorting and staking (from screens)	0 2½	..	0 3½	..
" "	Sorting and staking (from tables)	0 3	..	0 3½	..
Quinces	Peeling, cutting and coring by machine	0 6½	..	0 6½	..
" "	Peeling by hand	0 8½	..	0 8½	..
" "	Cutting by hand	0 6½	..	0 6½	..
" "	Coring by hand (quarters)	0 6½	..	0 6½	..
" "	For jam and canning	0 6½	..	0 6½	..
" "	Canning	0 4½	..	0 4½	..
Tomatoes	Peeling	..	..	..	0 3
" "	Sorting for canning	..	..	0 2½	..
Strawberries	Stalking (per 3 baskets)	0 2	..	..	..
OTHER WORK.					
				Per tray of 12 cans.	
				Stud tops.	Open tops.
		<i>s. d.</i>	<i>s. d.</i>	<i>s. d.</i>	<i>s. d.</i>
Apricots—Grading or placing in 2½-lb. (nominal) fruit cans	..	..	..	0 1½	0 1½
Pears—Grading or placing in 2½-lb. (nominal) fruit cans	..	..	..	0 1½	0 1½
Peaches—Grading and placing in 2½-lb. (nominal) fruit cans	..	..	..	0 1½	0 1
Any other fruits or tomatoes—placing in 2½-lb. (nominal) fruit cans	..	..	..	0 1½	0 1
Asparagus—Placing in 2-lb. (nominal) cans	..	..	..	0 3	per tray of 16 cans
Tomatoes—Sorting for sauce	..	..	..	0 1½	per standard case
Labelling by hand 1-lb. or 2-lb. jam tins	..	..	..	1 8½	per 1,000 tins
Labelling by hand 2½-lb. fruit cans	..	..	..	1 8½	per 1,000 cans
PICKLES.					
Packing mixed pickles with vegetables already cut, best quality	..	..	..	0 6½	per doz. bottles
Packing mixed pickles with vegetables already cut, second quality	..	..	..	0 5½	per doz. bottles
Cutting vegetables for mixed pickles and packing same, best quality	..	..	..	0 8	per doz. bottles
Cutting vegetables for mixed pickles and packing same, second quality	..	..	..	0 7	per doz. bottles
Cutting up vegetables for mustard pickles (by knife)	..	..	..	2 6	per cwt.
Cutting up vegetables for mustard pickles (by chopper)	..	..	..	2 0	per cwt.
				When weighed before the operation.	When weighed after the operation.
				per cwt.	per cwt.
		<i>s. d.</i>	<i>s. d.</i>	<i>s. d.</i>	<i>s. d.</i>
Peeling small onions (1 inch diameter and under)	..	..	..	7 6	10 0
Peeling onions (over 1 inch and up to 1½ inches in diameter)	..	..	..	6 0	8 0
Tomato Sauce or Chutney—Preparation for Sale.					
	Work Performed.			Per gross of ordinary Pint Bottles.	Per gross of ordinary Quart Bottles.
				<i>s. d.</i>	<i>s. d.</i>
Cutting corks	..	..	..	0 1½	..
Paraffin waxing	..	..	..	0 1½	..
Red waxing	..	..	..	0 5	0 6
FIRST QUALITY SAUCE.					
Bottling or filling	..	..	..	0 4½	0 6
Chipping or packing	..	..	..	0 1½	0 2½
Labelling with one label	..	..	..	0 6	0 6½
Labelling with one label and foil	..	..	..	1 0	1 1
Labelling with two labels and foil	..	..	..	1 4	1 6
Labelling with three labels and foil	..	..	..	1 5	1 6½
Labelling with four labels and foil	..	..	..	1 7	1 10
Labelling with three labels, foil and bird (for export)	..	..	..	1 7	1 10
Wrapping	..	..	..	0 2½	0 2½
SECOND QUALITY SAUCE.					
Filling 10 oz. coffee essence bottles	..	..	..	0 5½	..
Labelling with one label	..	..	..	0 5	..
Labelling with two labels	..	..	..	0 9	..
Foiling	..	..	..	0 5	..
CHUTNEY.					
Filling	..	..	..	4d. per gross of 13 oz. bottles.	..
Labelling	..	..	..	(Same price as pint bottles of tomato sauce).	..

\* See Footnote.

\* See Footnote.

\* Note.—50 per cent. shall be added to the above piecework prices.

If any other sized tins are used the prices shall be fixed from time to time by the employer and the Union.  
For the purpose of this schedule a "standard case" of fruit shall be equivalent to a kerosene case when not filled above the level of the top.  
Where a piece-worker has been instructed to commence work on any day and attends and is ready to work, but is prevented from or delayed in completing eight hours piece-work on that day through any cause for which the employer is responsible, such piece-worker shall be entitled to be paid not less than one-sixth of the weekly wage prescribed in this Determination for an adult male, or a juvenile male, or an adult female, or a juvenile female, as the case may be.

P. A. RANGLES, J.P., Chairman.  
J. W. RYAN, Acting Secretary.

Melbourne, 15th December, 1949