



# VICTORIA GOVERNMENT GAZETTE.

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[1951

Factories and Shops Acts.

## DETERMINATION OF THE SCIENTIFIC AND TECHNICAL WORKERS' BOARD.

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

IN accordance with the provisions of the Factories and Shops Acts, the Wages Board, appointed to "determine the lowest prices or rates which may be paid to any person or persons or classes of persons (other than persons subject to the jurisdiction of any Wages Board heretofore appointed or persons employed in hospitals, and in health and educational institutions) employed :—

(1) in the conducting of—

- (a) analytical, investigational, developmental, experimental, or research work of a technical nature in connexion with chemical, bio-chemical, physical chemical, bacteriological, physics, physical testing, or metallurgical processes ;
- (b) investigational, developmental, experimental, research, or technical control work in manufacturing or pilot plants ;

but not including :—

(a) persons engaged in—

- (i) the planning or designing of chemical, bio-chemical, physical chemical, bacteriological, physics, physical testing, or metallurgical processes ;
- (ii) the administration of the control of chemical, bio-chemical, physical chemical, bacteriological, physics, physical testing, or metallurgical processes used in the course of manufacture ;
- (iii) the planning of research or investigational work.

(b) persons employed as foremen, charge hands, leading hands, and process workers on a manufacturing plant.

(2) in assisting in the operations set out in paragraph (1) hereof by—

- (a) the preparation or care of apparatus or materials ;
- (b) the recording or tabulating of results ;
- (c) any other means ",

has made the following determination, viz. :—

1. This Determination shall come into force and be operative as from the 1st November, 1951.

WAGES PER WEEK OF 40 HOURS.

2. (a)

### Trainees.

Age.	* Percentage of Basic Wage.	Weekly Wage.	
		Male.	Female.
16 years	45	£ s. d. 4 9 6	£ s. d. 3 7 0
17 years	60	5 19 6	4 9 6
18 years	75	7 9 0	5 11 6
19 years	90	8 19 0	6 14 0
20 years	100 plus 5s.	10 4 0	7 14 0
21 years	100 plus 27s. 6d.	11 6 6	8 16 6
22 years	100 plus 42s. 6d.	12 1 6	9 11 6
23 years	100 plus 57s. 6d.	12 16 6	10 6 6

\* The percentages set out in the case of male trainees are related to the male basic wage, and in the case of female trainees to the female basic wage.

Proportion :—The proportion of trainees in any establishment shall not exceed one trainee to every three or fraction of three chemists who are at least graduate chemists.

Notwithstanding anything contained in this Determination, any person who on the 1st November, 1951 was employed and whose engagement or continued employment as a trainee, is by this Determination forbidden, shall be entitled to be employed, and shall be paid the scale of wages prescribed for a trainee of like experience.

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## WAGES PER WEEK OF 40 HOURS.

(b)

## Female Technical Assistants.

Age.	Percentage of Female Basic Wage.	Weekly Wage.
		£ s. d.
16 years .. .. .	45	3 7 0
17 years .. .. .	60	4 9 6
18 years .. .. .	75	5 11 6
19 years .. .. .	90	6 14 0
20 years .. .. .	100 plus 5s.	7 14 0
21 years or over .. .. .	100 plus 27s. 6d.	8 16 6

(c)

## Other Employees.

	Weekly Wage.	
	Male.	Female.
	£ s. d.	£ s. d.
(i) Graduate chemist (as defined)—		
1st year of experience as such .. .. .	13 9 0	10 19 0
Thereafter .. .. .	14 4 0	11 14 0
(ii) Qualified chemist (as defined)—		
1st year of experience as such .. .. .	14 19 0	12 9 0
Thereafter .. .. .	15 14 0	13 4 0
(iii) Adult male technical assistant (as defined) .. .. .	12 2 0	

## HOURS OF WORK.

## Day Workers.

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

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 employees' representative in that establishment.

(b) *Five Day Week*.—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.

(c) 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.

(d) Provided that where at the date of coming into operation of this Determination the starting time of an employee is later than that generally observed in the industry, such starting time shall continue until such time as a fortnight's notice is given by the employer for an alteration in such starting time.

## SHIFT WORK.

## Definitions.

4. (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 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 day; nor
- (ii) 48 in any one week; nor
- (iii) 88 in 14 consecutive days; nor
- (iv) 160 in 28 consecutive days.

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

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

## Hours—Other than Continuous Work.

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

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

(iii) 120 in 21 consecutive days in which case an employee shall not, without payment of 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 time 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 employees' representative in that establishment to suit the circumstances of the establishment.

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

*Afternoon or Night Shift Allowances.*

(f) Shift workers on continuous work whilst on afternoon or night shifts shall be paid  $7\frac{1}{2}$  per cent. more than the ordinary rate 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 rate 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 establishment or for at least six successive afternoons or nights in a six day establishment 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.

(g) 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 shall be in substitution for and not cumulative upon the shift premiums prescribed in the first and second paragraphs of sub-clause (f) hereof.

*Overtime.*

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

- (i) if employed on continuous work to 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 5 (b) hereof.

Provided that when not less than 8 hours's 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.

*Sundays and Holidays.*

(i) Shift workers on continuous 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 7 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.

*Compulsory Overtime.*

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

*CONTRACT OF EMPLOYMENT.*

*Fortnightly Employment.*

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

(b) Employment shall be terminated by a fortnight's notice on either side given at any time during the fortnight or by payment or forfeiture of a fortnight'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 be reasonably held responsible.

(c) An employee not attending for duty shall, except as provided by clause 8 hereof, lose his pay for the actual time for such non-attendance.

*Casual Employment.*

(d) A casual employee is one engaged and paid as such. A casual employee for working ordinary time shall be paid per hour one-fortieth of the weekly rate prescribed by this Determination for the work which he or she performs, plus  $12\frac{1}{2}$  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.

*OVERTIME.*

6. (a) For all work done outside ordinary hours the rates of pay shall be time and a half for the first four hours and double time thereafter, such double time to continue until the completion of the overtime work.

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 times 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.

*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.

*Crib Time.*

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

Provided that where a day worker on a five day week is required to work overtime on a Saturday the first prescribed crib time shall if occurring between 10 a.m. and 2 p.m. be paid at ordinary rates.

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

*Tea Money.*

(h) An employee required to work overtime for more than two hours without being notified on the previous day or earlier that he will be so required to work shall either be supplied with a meal by the employer or paid 3s. 6d. and 2s. 6d. for each subsequent meal, but such payment need not be made to employees living in the same locality as their work places who can reasonably return home for meals.

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

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

*Transport of Employees.*

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

*Compulsory Overtime.*

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

*HOLIDAYS AND SUNDAY WORK.*

7. (a) Employees shall be entitled to the following public holidays without loss of pay as regards employees on fortnightly hiring:—New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, King's Birthday, Labour Day, Anzac Day, Christmas Day, Boxing Day, and 13th November, 1951, or such other day as is generally observed in the locality as a substitute for any of the said days respectively.

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 on 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.

#### SICK LEAVE.

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

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

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

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

(iv) He shall not be entitled in any year (whether in the employ of one employer or of several) to leave in excess of the following:—

(a) during the first year  $3\frac{1}{2}$  hours of working time for each completed month of service;

(b) 40 hours for each subsequent year.

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 practitioners' 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.

#### 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.

#### ANNUAL LEAVE.

9. 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.

In addition to the above, Chemists, Adult Trainees (that is, Trainees 21 years of age or over), and seven-day shift workers (that is, shift workers who are rostered to work regularly on Sundays and holidays) shall be allowed for each twelve-monthly qualifying period one week's leave, including non-working days.

Where an employee with twelve months' continuous service is engaged for part of the twelve-monthly period as a Chemist, Adult Trainee or seven-day shift worker, he shall be entitled to have the period of two weeks' annual leave prescribed by the said Act increased by  $3\frac{1}{2}$  hours for each completed month he is continuously engaged as aforesaid.

If in any twelve-monthly qualifying period a Chemist, Adult Trainee or seven-day shift worker lawfully leaves his employment or his employment is terminated by the employer through no fault of the employee, he shall be paid in addition to all other amounts (including any payment in lieu of annual leave as prescribed above) due to him an amount equal to  $\frac{1}{50}$ th of his ordinary pay for the period of employment as a Chemist, Adult Trainee or seven-day shift worker.

#### FARES, TRAVELLING EXPENSES AND TRAVELLING TIME.

10. (a) If an employee be directed to work at a place other than his usual place of employment, all fares necessarily incurred by him each day in excess of the normal fares of travelling from his home to his usual place of employment and return shall be paid by the employer.

(b) If an employee be directed to work at a place other than his usual place of employment the fares which shall be payable under this clause shall be such as to enable him to travel first class, where available.

(c) If an employee be directed to work at a place other than his usual place of employment, all time occupied by him on any day in travelling which is in excess of the time normally occupied by him in travelling when working at his usual place of employment, shall be deemed to be working time and shall be paid for at the appropriate rate prescribed by this Determination for the day on which, and the hour at which, he travels for a period up to four weeks.

(d) Except as provided in sub-clause (e) hereof, an employee directed to work at a place away from his usual place of work which involves sleeping away from his usual place of residence shall be paid all reasonable expenses incurred.

(e) If an employee be directed by his employer to an altered permanent locality of work which necessitates the employee changing his place of residence, the employer shall pay for all first class travelling, temporary lodging and the transporting of the employee's family and effects from his then place of residence to his new place of residence. If the employee be not dismissed for misconduct or does not resign within twelve months of reaching such work, the employer shall pay first class travelling expenses for the employee's family and the expenses of transporting his effects back to his former place of residence.

(f) When an employee with the agreement of his employer uses his own motor car in the course of his employment the employer shall reimburse him at the rate of ninepence per mile travelled for the first three thousand miles in any one calendar year, and for mileage in excess of this at the rate of sixpence per mile. In the case of a motor cycle the payments shall be fivepence and threepence respectively.

#### MISCELLANEOUS.

11. (a) Every laboratory shall be equipped with adequate fume cupboards where necessary, fire-fighting equipment, and any special equipment or rooms essential to the safe handling of any chemical or process.

(b) Where an employee is required to work in abnormal conditions, the employer shall take all reasonable precautions to ensure that the employee will work under conditions of the maximum possible comfort and safety, and shall provide suitable protective clothing (e.g., overalls, boots gloves, &c.) and shall be responsible for its laundering at satisfactory regular intervals.

(c) Oilskins or other protective clothing shall be supplied to employees required to work in the open in wet weather.

## EMPLOYMENT OF FEMALES.

12. (a) A female employee shall not be prejudiced in her employment by reason of her being married or about to be married.

(b) The employer shall provide a rest room for the use of female employees, and such room shall contain at least two articles of furniture on which employees may lie down, and an adequate supply of blankets. This rest room shall be comfortable, quiet and clean, and adequately lit. In cold weather adequate heating shall be provided.

(c) No female employee shall be required to work overtime without adequate protection satisfactory to such employee being provided by the employer except in a case where another female is present during such overtime.

## EQUIPMENT AND ACCOMMODATION.

13. (a) The employer shall provide his employees with all the necessary scientific apparatus, equipment, tools, instruments, stationery and furniture necessary for the carrying out of their work.

(b) The employer, where practicable, shall provide employees with an adequate lunch room in which food warmers and boiling water for the brewing of tea shall be available when hot meals are not provided.

(c) The employer shall provide in easily available locations first-aid equipment adequate for the nature of the employees' work, and shall maintain it in a satisfactory condition.

(d) Laboratory coats or smocks, laundered at the employer's expense, shall be provided to all employees who request them, and uniforms shall be provided to all employees required to wear them. These garments shall remain the property of the employer.

## REST PAUSE.

14. A rest pause of ten minutes either forenoon or afternoon, Monday to Friday inclusive, shall be allowed each employee at a time mutually arranged between the employer and his employees. Such rest pause shall be counted as time worked and shall be paid as such.

## TRAINEES.

15. The conditions of employment of trainees shall be the same as those for other employees except—

(a) The course of study for each year shall be mutually agreed between the employer and trainee so that the maximum attendance at the approved educational institution (as defined) shall not exceed three nights per week of two hours' lecture or three hours' practical work each. All other time necessary for attendance at the approved educational institution to permit compliance with the syllabus thereat shall be allowed off during the day without loss of pay. In the event of disagreement between the employer and trainee regarding the course of study for any year, the recommendation of the educational institution shall be accepted.

(b) A trainee who in accordance with the foregoing sub-clause attends not less than 80 per cent. of the maximum possible attendances in the above course in any one year and passes the annual examinations in that year or if there is no examination receives a satisfactory report, shall be reimbursed by his employer all fees paid by him in accordance with the above course during that year.

(c) The employer shall endeavour to see that any trainee shall not be obliged to work overtime when it interferes with his studies.

(d) No trainee shall be employed on shift work except at his own request during academic vacations.

(e) Any trainee shall be allowed reasonable leave of absence without loss of pay for the purpose of sitting for examination in any subject or subjects being studied for the year.

## SHOP STEWARDS.

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

## RIGHT OF ENTRY OF UNION OFFICIALS.

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

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

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

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

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

(v) that if any employer alleges that a representative is unduly interfering with his work or is creating dissatisfaction amongst his employees, or is offensive in his methods, or is committing a breach of any of the previous conditions, such employer may refuse the right of entry.

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.

(b) For the purpose of investigating complaints concerning the application of this Determination, a duly accredited union representative shall be afforded reasonable facilities for entering an employer's establishment 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 establishment;

(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

(SEAL).

is a duly accredited representative of the above-named organization.

General Secretary.

Specimen signature of holder

Date.

Strictly not transferable.

## TIME AND WAGES BOOK.

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

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

(c) The time and wages record shall be open for inspection to a duly accredited union official during the usual office hours at the employer's office or other convenient place. Provided that an inspection shall not be demanded unless the secretary of the union or the district secretary or organiser 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.

#### MEAL INTERVAL.

19. No employee on day work shall be required to work for a longer period than five hours without an interval of at least half an hour for a meal.

#### PAYMENT OF WAGES.

20. (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 the pay period.

(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 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.

#### DEFINITIONS.

21. "Trainees".—A trainee shall be any employee who is undertaking an approved course of study relevant to the employer's business at an approved educational institution as set out in clause 22.

"Technical Assistant".—Technical assistant shall mean and include an adult employee who does not possess adequate academic qualifications engaged in the carrying out in a laboratory of routine simple testing, and/or in routine technical work (not requiring such qualifications for its proper execution) as prescribed in Section (2) of the powers of the Board as set out in the preamble to this Determination.

"Graduate Chemist".—Graduate chemist shall mean and include an employee engaged under supervision and without supervisory responsibilities (other than over three technical assistants) in conducting routine chemical work as defined in Section 1, (a) and (b) of the powers of the Board as set out in the preamble to this Determination, requiring adequate academic qualification for its proper execution, and who has satisfactorily completed an approved course of study at one of the approved training institutions as set out in Clause 22.

"Qualified Chemist".—Qualified chemist shall mean and include an employee engaged under supervision and without supervisory responsibilities (other than over three technical assistants) in conducting routine chemical work as defined in Section 1, (a) and (b) of the powers of the Board as set out in the preamble to this Determination, requiring adequate academic qualifications for its proper execution and who—

(a) (i) holds a Master's degree in the School of Chemistry of a University as set out in clause 22. Provided that the course has included at least five years' systematic study of chemistry, including inorganic, organic and physical; or

(ii) holds a Master's or Bachelor's degree with first or second class honours in Chemistry in the School of Chemistry of a University as set out in clause 22. Provided that the course has included at least 4 years' systematic study of chemistry, including inorganic, organic and physical, and the employee has had not less than one year's practical experience in a laboratory or works.

(b) (i) holds a Bachelor's degree in the School of Chemistry of a University as set out in clause 22. Provided that the course has included at least three years' systematic study of chemistry, including inorganic, organic and physical, and the employee has had not less than two years' practical experience in a laboratory or works; or

(ii) holds a Diploma from a recognized Technical College or Education Department and who has had not less than two years' practical experience in a laboratory or works. Provided that the Diploma shall be in one of the approved courses of study as set out in clause 22.

(c) is an associate member of the Australian Chemical Institute.

"Practical Experience" shall mean work of any kind which involves the application of chemical knowledge and which contributes to the professional development of the chemist; and must involve the intelligent application of theoretical chemistry training of the academic course.

"Adequate Academic Qualifications" means those set out in clause 22.

"Union" means—The Amalgamated Engineering Union, The Australasian Society of Engineers, and The Federation of Scientific and Technical Workers.

#### APPROVED TRAINING INSTITUTIONS AND COURSES OF STUDY.

##### NEW SOUTH WALES.

##### University of Sydney.

22. Bachelor of Science (in the School of Chemistry).

Bachelor of Science in Pharmaceutical Science and Analysis of Foods and Drugs, provided Chemistry I and II., together with the compulsory modified Organic Chemistry, are taken.

Bachelor of Science in Bio-chemistry, provided Chemistry I. and II., together with the compulsory Chemistry III. (or Organic Chemistry Pure and Applied), are taken.

Bachelor of Science in Agriculture, provided Agricultural Chemistry is taken as the special subject in the fourth year.

Bachelor of Arts of Chemistry, provided the graduate has also passed examinations in Physics or Mathematics and one other science subject equivalent in standing to that of the first year in the Faculty of Science.

##### Sydney Technical College.

Diploma in Chemistry.

Diploma in Chemical Engineering.

Diploma in Metallurgy.

Diploma for Leather Chemists.

Diploma in Science (Biology-Chemistry), plus Chemistry 27A and 27B.

Diploma of Food Technology.

##### QUEENSLAND.

##### University of Queensland.

Bachelor of Science (in the School of Chemistry).

Bachelor of Applied Science in Industrial Chemistry—also in Medical Science.

Bachelor of Agricultural Science (including Dairy Chemistry and Technology).

##### Department of Public Instruction.

"Endorsed" Diploma in Industrial Chemistry; or ordinary Diploma in Industrial Chemistry, issued by Technical Colleges, plus Chemistry III. of the University of Queensland, English and one other language.

SOUTH AUSTRALIA.  
*University of Adelaide.*

- Bachelor of Science (in the School of Chemistry).  
 Bachelor of Agricultural Science with honours (Agricultural Chemistry as major subject, including Organic Chemistry second year, theory and practical).  
 Bachelor of Engineering in Metallurgy and Chemical Engineering.

*South Australian School of Mines and Industries.*

- Fellowship Diploma in Metallurgy.  
 Fellowship and Associateship Diploma of Industrial Chemistry.  
 Associate Diploma in Mining and Metallurgy, plus Organic Chemistry II. of the University of Adelaide and Metallurgy III. of the School of Mines.  
 Associate Diploma in Primary Metallurgy.

TASMANIA.  
*University of Tasmania.*

- Bachelor of Science (in the School of Chemistry).  
 Bachelor of Applied Science (Industrial Chemistry).

*Education Department.*

- Diploma of Applied Chemistry.

VICTORIA.  
*University of Melbourne.*

- Bachelor of Science (in the School of Chemistry).  
 Diploma of Analytical Chemistry, plus Pure Mathematics I. and the reading courses in German as for Science students.  
 Bachelor of Agricultural Science, plus Chemistry III. of the University of Melbourne, or Organic Chemistry II., Physical Chemistry and Practical Chemistry III. of the Melbourne Technical College.  
 Bachelor of Metallurgical Engineering, plus additional subjects as for Bachelor of Agricultural Science.

*Melbourne Technical College.*

- Fellowship Diploma of Applied Chemistry.  
 Associateship Diploma of Applied Chemistry.  
 Fellowship Diploma of Chemical Engineering.

*Education Department.*

- Diploma of Applied Chemistry.

*Gordon Institute of Technology, Geelong.*

- Diploma of Industrial Chemistry.  
 Diploma of Textile Chemistry.

*School of Mines and Industries, Bendigo.*

- Diploma of Applied Chemistry, plus Chemistry III. and the reading course in German as for Science students of the University of Melbourne, or Organic Chemistry II., Physical Chemistry and Scientific German of the Melbourne Technical College.

*School of Mines and Industries, Ballarat.*

- Diploma of Applied Chemistry, provided candidates pass Victorian Education Department's examination in Organic Chemistry II.

*Swinburne Technical College.*

- Diploma of Applied Chemistry.

WESTERN AUSTRALIA.  
*University of Western Australia.*

- Bachelor of Science (in the School of Chemistry).

*Perth Technical College.*

- Diploma in Pure Chemistry.

EXISTING PRIVILEGES.

23. Except so far as altered expressly or by necessary implication this Determination is made on the understanding that all existing privileges and conditions shall continue. No salary or wage existing at the date of coming into operation of this Determination shall be reduced merely as a consequence of this Determination.

PERIODICAL ADJUSTMENT OF WAGES.

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

*Basic Wage.*

Place.	Male Basic Wage (Adjustable).	Index Number Set Assigned.
Throughout the State .. .. .	£ s. d. 9 19 0	Melbourne

The Female Basic Wage shall be 75 per cent. of the contemporaneous Male Basic Wage calculated to the nearest 6d. half or less than half of 6d. in a result to be disregarded.



## 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, 1952, the amount 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 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 1.03 taken to one place of decimals, the resultant whole number being the amount of the basic wage expressed in shillings, but should the decimal number reach .5 or more the basic wage shall be taken to the next higher shilling.

(d) The wages of Trainees, and Female Technical Assistants shall be the appropriate percentages as set out in clause 2, such wages shall be calculated to the nearest 6d., half or less than half of 6d. to be disregarded.

## MARGINS.

26. In addition to the basic wage, male or female, as the case may be the wage rates in clause 2 (c) contain margins as follows:—

									Margin.
									£ s. d.
(i) Graduate Chemist (as defined)—									
1st year of experience as such	..	..	..	..	..	..	..	..	3 10 0
Thereafter	..	..	..	..	..	..	..	..	4 5 0
(ii) Qualified Chemist (as defined)									
1st year of experience as such	..	..	..	..	..	..	..	..	5 0 0
Thereafter	..	..	..	..	..	..	..	..	5 15 0
(iii) Adult male technical assistant (as defined)									
	..	..	..	..	..	..	..	..	2 3 0

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

J. W. RYAN, Secretary

Melbourne, 12th October, 1951.

