

[1465]



VICTORIA GOVERNMENT GAZETTE.

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No. 146]

THURSDAY, MARCH 31

[1955

MINISTERS OF THE CROWN.

HIS Excellency the Governor of the State of Victoria in the Commonwealth of Australia, has this day on the recommendation of the Premier, accepted the resignation of the Ministry, comprising—

The Honourable JOHN CAIN, M.L.A., as Premier and Treasurer (without salary);

The Honourable LESLIE WILLIAM GALVIN, M.L.A., as Chief Secretary;

The Honourable PATRICK LESLIE COLEMAN, M.L.C., as Minister of Transport, and a Vice-President of the Board of Land and Works;

The Honourable WILLIAM SLATER, M.L.C., as Attorney-General, Minister-in-Charge of Prices (without salary), and Minister-in-Charge of Immigration (without salary);

The Honourable WILLIAM PETER BARRY, M.L.A., as Minister of Health;

The Honourable CLIVE PHILLIP STONEHAM, M.L.A., as Minister of Agriculture, Minister of State Development and Decentralization (without salary), Minister of Water Supply (without salary), and a Vice-President of the Board of Land and Works;

The Honourable THOMAS HAYES, M.L.A., as Minister-in-Charge of Housing, and Minister-in-Charge of Materials (without salary);

The Honourable ALFRED ERNEST SHEPHERD, M.L.A., as Minister of Education;

The Honourable SAMUEL MERRIFIELD, M.L.A., as Commissioner of Public Works, and a Vice-President of the Board of Land and Works;

The Honourable JOHN WILLIAM GALBALLY, M.L.C., as Minister-in-Charge of Electrical Undertakings, and Minister of Labour and Industry (without salary);

The Honourable JOSEPH HENRY SMITH, M.L.A., as Commissioner of Crown Lands and Survey, Minister of Soldier Settlement (without salary), Minister for Conservation (without salary), and President of the Board of Land and Works;

The Honourable DONALD PATRICK JOHN FERGUSON, M.L.C., as Minister of Forests, and Minister of Mines (without salary);

The Honourable FRANCIS RAYMOND SCULLY, M.L.A., as a Minister without portfolio;

The Honourable MALCOLM JOSEPH GLADMAN, M.L.A., as a Minister without portfolio.

And His Excellency has been pleased to appoint—

The Honourable JOHN CAIN, M.L.A. . .	Premier and Treasurer (without salary)
The Honourable LESLIE WILLIAM GALVIN, M.L.A.	Chief Secretary
The Honourable JOHN WILLIAM GALBALLY, M.L.C.	Minister-in-Charge of Electrical Undertakings, and Minister of Labour and Industry (without salary)
The Honourable WILLIAM SLATER, M.L.C. . .	Attorney-General, and Minister-in-Charge of Im- migration (without salary)
The Honourable CLIVE PHILLIP STONEHAM, M.L.A.	Minister of Agriculture, Minister of State Develop- ment and Decentralization (without salary), Minister of Water Supply (without salary), and a Vice-President of the Board of Land and Works
The Honourable ALFRED ERNEST SHEPHERD, M.L.A.	Minister of Education
The Honourable SAMUEL MERRIFIELD, M.L.A. . .	Commissioner of Public Works and a Vice- President of the Board of Land and Works
The Honourable JOSEPH HENRY SMITH, M.L.A.	Commissioner of Crown Lands and Survey, Minister of Soldier Settlement (without salary), and Minister for Conservation (without salary), and President of the Board of Land and Works
The Honourable DONALD PATRICK JOHN FERGUSON, M.L.C.	Minister of Transport and a Vice-President of the Board of Land and Works
VALENTINE JOSEPH DOUBE, ESQRE., M.L.A. . .	Minister of Health
JOHN JAMES SHEEHAN, ESQRE., M.L.A. . .	Minister-in-Charge of Housing
The Honourable GEORGE LEONARD TILLEY, M.L.C.	Minister of Forests, and Minister of Mines (without salary)
The Honourable MALCOLM JOSEPH GLADMAN, M.L.A.	Minister without portfolio
ROBERT JOHN GRAY, ESQRE., M.L.A. . .	Minister without portfolio

By His Excellency's Command,

A. MAHLSTEDT,
Official Secretary.

Government Offices,
Melbourne, 31st March, 1955.

EXECUTIVE COUNCILLORS.

HIS Excellency the Governor of the State of Victoria, in the Commonwealth of Australia, having been pleased to appoint—

VALENTINE JOSEPH DOUBE, Esqre., M.L.A. ;
JOHN JAMES SHEEHAN, Esqre., M.L.A. ;
The Honourable GEORGE LEONARD TILLEY, M.L.C. ;
ROBERT JOHN GRAY, Esqre., M.L.A. ;

to be members of the Executive Council, it is hereby notified that each of the abovenamed gentlemen has this day taken the necessary oath and his seat at the Council Table accordingly.

A. MAHLSTEDT,
Clerk of the Executive Council.

At the Executive Council Chamber,
Melbourne, 31st March, 1955.



VICTORIA GOVERNMENT GAZETTE.

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No. 147]

FRIDAY, APRIL 1.

[1955]

Labour and Industry Act 1953.

DETERMINATION OF THE BOILERMAKERS BOARD.

NOTE.—(1) This Determination applies to the whole of the State of Victoria.

(2) Boilermaking.—Boilermaking and/or steel construction was proclaimed on the 1st December, 1937, as an Apprenticeship Trade under the *Apprenticeship Act 1928*, for the Metropolitan District.

Full particulars of the Apprenticeship Regulations for this trade may be obtained on application to the Secretary, Apprenticeship Commission, Melbourne (price 3d.).

IN accordance with the provisions of the *Labour and Industry Act 1953*, the Wages Board which now has power to "determine the lowest prices or rates which may be paid to any persons employed in the trade of—

- (a) Boilermaking;
- (b) Iron or steel working in connexion with—
 - (1) Ship or bridge building;
 - (2) Girder, tank, wagon, or truck making;
 - (3) Wrought iron or steel pipe making;
 - (4) Structural iron or steel work."

has made the following Determination, namely:—

1. That, as from the beginning of the first pay period to commence on or after the 13th December, 1954, the last previous Determination of this Board shall be revoked and replaced by this Determination.

2.

WAGES.

Adults.	Day shift.		
	Wages Per Week of 40 Hours.		
	Within 20 miles of G.P.O., Melbourne, 10 miles of G.P.O., Geelong, or at Warrnambool, and within Mildura and Gippsland Districts.	At Yallourn.	Other parts of Victoria.
	£ s. d.	£ s. d.	£ s. d.
Boilermaking and steel construction section—			
Assembler window-frame making (non-tradesman)...	13 19 0	14 5 6	13 16 0
Attendants at small rivet heating, bolt heating or similar types of fires or furnaces	13 1 6	13 8 0	12 18 6
Blacksmith's striker	12 17 0	13 3 6	12 14 0
Blacksmith's striker on double fires and other assistant	13 1 6	13 8 0	12 18 6
Boiler (inside) chipper and cleaner	13 11 6	13 18 0	13 8 6
Boilermaker and/or structural steel tradesman	15 9 0	15 15 6	15 6 0
Boilersmith and/or angle iron smith	15 16 6	16 3 0	15 13 6
Cold saw operator	13 1 6	13 8 0	12 18 6
Dogman	15 1 6	15 8 0	14 18 6
Driller using portable machines	12 19 0	13 5 6	12 16 0
Driller using stationary machines	12 19 0	13 5 6	12 16 0
Employee assisting a ship plate bender or plate setter	12 17 0	13 3 6	12 14 0
Friction saw operator	13 16 6	14 3 0	13 13 6
Furnaceman on heavy angle iron or heavy plate	12 17 0	13 3 6	12 14 0
Furnaceman's assistant			
Holder-up, whether using hand or machine dolly of any kind, including all work incidental thereto	13 14 0	14 0 6	13 11 0
Machinist—			
1st class	15 9 0	15 15 6	15 6 0
2nd class	14 4 0	14 10 6	14 1 6
3rd class	13 9 0	13 15 6	13 6 0

WAGES—continued.

Adults.	Day Shift.		
	Wages Per Week of 40 Hours.		
	Within 20 miles of G.P.O., Melbourne, 10 miles of G.P.O., Geelong, or at Warrnambool, and within Mildura and Gippsland Districts.	At Yallourn.	Other parts of Victoria.
	£ s. d.	£ s. d.	£ s. d.
Machinist, steel construction—			
1st class	13 14 0	14 0 6	13 11 0
2nd class	12 19 0	13 5 6	12 16 0
Marker off (a tradesman the greater part of whose time in any weekly pay period is occupied in marking off and/or template making)	15 19 0	16 5 6	15 16 0
Painter of ironwork using spray	12 19 0	13 5 6	12 16 0
Painter, brush hand	12 17 0	13 3 6	12 14 0
Plate setter and frame bender	15 14 0	16 0 6	15 11 0
Press and block hand assisting a boiler or angle ironsmith	13 1 6	13 8 0	12 18 6
Process worker	12 16 0	13 2 6	12 13 0
Rigger and/or splicer	14 1 6	14 8 0	13 18 6
Rivet heater	13 1 6	13 8 0	12 18 6
Welder—			
Special class (as defined)	15 16 6	16 3 0	15 13 6
1st class (as defined)	15 9 0	15 15 6	15 6 0
2nd class	13 9 0	13 15 6	13 6 0
3rd class	12 19 0	13 5 6	12 16 0
Welder-tack	13 4 0	13 10 6	13 1 0
A tradesman employed as such in this Section who, in the course of his work, is called upon to operate any machine shall be paid the rate prescribed for a tradesman for all work done.			
Steel pipe making section—			
Assistant at ring making machines	13 1 6	13 8 0	12 18 6
Cement mixer	13 4 0	13 10 6	13 1 0
Cement liner	13 11 6	13 18 0	13 8 6
Cement liner operator	14 4 0	14 10 6	14 1 0
Employee in charge of ring making machines	13 11 6	13 18 0	13 8 6
Employee rounding and straightening steel pipes	13 9 0	13 15 6	13 6 0
Employee on tar dip and sand rolling	13 1 6	13 8 0	12 18 6
Faucet maker in charge of furnace	13 19 0	14 5 6	13 16 0
Faucet maker's assistant	13 1 6	13 8 0	12 18 6
Machine operator (in charge of machines)	13 11 6	13 18 0	13 8 6
Pipe builder	13 11 6	13 18 0	13 8 6
General (wheresoever employed)—			
Employee directly assisting an employee whose margin above the basic wage is 25s. or more	12 17 0	13 3 6	12 14 0
Other employees with not less than three months' experience in the metal trades industry	12 3 0	12 9 6	12 0 0
Employee not elsewhere classified	11 17 0	12 3 6	11 14 0

Leading Hands.

Leading hands in charge of not less than three and not more than ten employees, 15s. per week extra; more than ten and not more than twenty employees, 30s. per week extra; more than twenty employees, 45s. per week extra.

Provided that an employee in an electric supply undertaking detailed to act as leading hand in charge of two other adult employees working away from power station or workshop (one of whom is of the same classification as himself) shall be paid 6s. per week extra.

Tradesmen in Large Power Houses.

Tradesmen and/or welders, and/or apprentices in the fourth and fifth years of their apprenticeship employed in large operating thermal 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 15s. per week extra; assistants and unapprenticed juniors nineteen years of age and over shall be paid 7s. 6d. per week extra and other apprentices and unapprenticed juniors shall be paid 3s. per week extra; such amounts shall be deemed to include all special rates prescribed in clause 5 of this Determination. 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	7 6 per week.
	5 0

3.

APPRENTICESHIP.

(Other than those covered by the Apprenticeship Commission.)

Apprenticeship Trades.

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

Boilermaker and/or structural steel tradesman and/or welder special class.

Period of Apprenticeship.

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

Contract of Apprenticeship.

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

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

Cancellation or Suspension of Indentures.

(d) Subject to the approval of the Secretary for Labour and Industry, 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 and Industry, circumstances exist which render such suspension or cancellation necessary or desirable.

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

Instruction in Welding.

(e) The training of apprentices to boilermaking or structural steel work shall include instruction in electric welding and/or oxy-acetylene welding as far as is practicable with the facilities available in the shop in which they are trained.

Proportion.

(f) (i) The proportion of apprentices who may be taken by an employer shall not exceed one apprentice for every two or fraction of two tradesmen.

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

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

(ii) Notwithstanding anything hereinbefore provided in the trade of boilermaker, an employer may with the consent of the Apprenticeship Commission 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 this Determination.

Adult Apprentices.

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

Probationary Period.

(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 apprenticeship authorities of the employment of such probationer to any of the trades mentioned herein.

Wages.

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

Wages per Week of 40 Hours.

	Percentage of Basic Wage	Within 20 Miles of G.P.O., Melbourne, 10 Miles of G.P.O., Geelong, or at Warrnambool and within Mildura and Gippsland Districts.	At Yallourn.	Other Parts of Victoria.
<i>Four and Five-year Terms.</i>				
		£ s. d.	£ s. d.	£ s. d.
1st year	32	3 15 0	3 17 0	3 14 0
2nd year	43	5 0 6	5 3 6	4 19 6
3rd year	54	6 6 6	6 10 0	6 4 6
4th year	83	9 14 0	9 19 6	9 11 6
5th year	100 plus 6s.	12 0 0	12 6 6	11 17 0
<i>Four-year Terms.—Apprentices commencing after the Age of 17 Years.</i>				
1st year	34	3 19 6	4 2 0	3 18 6
2nd year	54	6 6 6	6 10 0	6 4 6
3rd year	83	9 14 0	9 19 6	9 11 6
4th year	100 plus 6s.	12 0 0	12 6 6	11 17 0

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

Hours.

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

Overtime and Shift Work.

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

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

Payment by Results.

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

Lost Time.

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

Prohibition of Premiums.

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

Attendance at Technical Schools.

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

Annual and Sick Leave.

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

UNAPPRENTICED MALE JUNIORS.

4. (a) Subject to the exceptions hereinafter provided, the minimum rates of wage for unapprenticed male juniors employed in occupations for which apprenticeship is not provided by this Determination shall be the undermentioned:—

Wages per Week of 40 Hours.

	Percentage of Basic Wage.	Additional Amount.	Total Wage Payable.		
			Within 20 Miles of G.P.O., Melbourne, 10 Miles of G.P.O., Geelong, or at Warrnambool, and within Mildura and Gippsland Districts.	At Yallourn.	Other Parts of Victoria.
Junior Males.					
		s. d.	£ s. d.	£ s. d.	£ s. d.
Under 16 years of age	24	2 0	2 18 0	2 19 6	2 17 6
16 years of age	34	3 0	4 2 6	4 5 0	4 1 6
17 years of age	46	4 0	5 11 6	5 14 6	5 10 6
18 years of age	58	5 0	7 0 6	7 4 6	6 19 0
19 years of age	73	6 0	8 17 0	9 1 6	8 14 6
20 years of age	88	7 0	10 13 0	10 18 6	10 10 6

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

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

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

(c) Junior employees employed on the following machines or operations shall be paid at not less than the appropriate adult minimum rates:—

- (i) Angle-iron cropping where the material weighs more than 3½ lb. per foot and is not clamped.
- (ii) Assisting steel furnace ladleman other than in daubing or repairing ladles.
- (iii) Assisting storemen racking and/or loading and/or unloading off vehicles of heavy steel plates, bars or sections.
- (iv) Breaking up pig iron.
- (v) Carry material to or from cupola forge or electric steel furnace or using the slicer or hanging on to end of a bloom. This shall not apply in the case of junior moulders.
- (vi) Cutting out and punching rivets on plates.
- (vii) Cutting plates by means of hammer and cold set.
- (viii) Holding up rivets over ¼ in. diameter.
- (ix) Plate edge planers in structural steel or shipbuilding yards where the operator travels on the machine.
- (x) Punching machines handling plates weighing more than 84 lb.
- (xi) Shearing machines other than guillotine plate shearers, handling plates weighing more than 84 lb.

(d) Junior employee shall not be employed—

- (i) if under the age of 16 years—
on oil or gas burners or fires used for heating of small articles: or
using electric arc or oxy-acetylene blow-pipe, or
- (ii) if under 18 years of age—
die setting on power presses
as furnaceman or assistant to furnacemen: or
as operators of power-driven guillotines.

SPECIAL RATES.

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

Boiling-down Works.

(a) Working in boiling-down works—6d. 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, 4d. 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) 6d. 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, 4d. per hour extra.

Ship repair work which a foreman and workman shall agree is of an unusually dirty or offensive nature—6d. 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.

Height Money.

(e) Employees, other than riggers and spicers engaged in the construction, erection, repair and or maintenance, as the case may be, of ships, steel frame buildings, bridges, gasholders, or other structures, at a height in each case of 50 feet or more directly above the nearest horizontal plane shall be paid at the rate of 10s. 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, 4d. per hour extra; in places where the temperature exceeds 130 degrees Fahrenheit, 6d. 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 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—3d. per hour extra.

Meat Digestors and Oil Tanks.

(h) Working on repairs in oil tanks or meat digestors—4d. 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—3d. per hour extra.

Ships Loading Bulk Wheat.

(j) An employee working aboard a ship while bulk wheat is being loaded into the ship and he is subject to the dust arising from such loading shall be paid 6d. per hour extra while so working.

Slag Wool.

(k) Employees handling loose slag wool, loose insul wool or other loose material of a like nature used for providing insulation against heat, cold or noise, shall when so employed on ship construction or ship repairing or on the construction, repair or demolition of furnaces, walls, floors and/or ceiling be paid 6d. per hour extra.

Slaughtering Yards.

(l) Working in slaughtering yards—3d. per hour extra.

Smoke-boxes, etc.

(m) Working on repairs to smoke-boxes or fire-boxes of locomotives or on repairs to the smoke-box, up-take, funnel, flue, furnace or combustion chamber of marine type of boilers, or on repairs to smoke-boxes, fire-boxes, furnace or flues of other types of boilers—3d. per hour extra.

War-damaged Ships.

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

- (i) where such damaged structural materials are covered in oil residue and/or other unusually obnoxious substances, and there is a risk of such materials falling, or there are difficulties in the way of securing a safe foothold for working—4d. 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—6d. 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—8d. per hour extra.

The question of whether the conditions specified in paragraphs (i) or (ii) hereof or both of them exist in any particular case shall be settled by agreement between the foreman and the workman concerned provided that in cases of disagreement the matter shall be settled as provided in sub-clause (d) hereof in the case of dirty work, and the provisions of that clause shall apply to claims under this sub-clause. In any case in which it is agreed or decided that the specified conditions exist the extra rate prescribed shall be paid for the whole of the time the employees are engaged cutting and removing the materials mentioned.

Wet Places.

(o) An employee working in any place where his clothing or boots become saturated whether by water, oil, or otherwise, shall be paid 4d. per hour extra; Provided that this extra rate shall not be payable to an employee who is provided by the employer with suitable and effective protective clothing and/or footwear. And provided further that any employee who becomes entitled to this extra rate shall be paid such extra rate for such part of the day or shift as he is required to work in wet clothing or boots.

Special Rates not Cumulative.

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

Rates not Subject to Penalty Additions.

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

TRAVELLING AND BOARD.

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, other than at his own request, 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. Provided that such expenses shall cease after he has taken up permanent residence or abode at the new location.

(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 5s. for each meal taken.
- (iii) A reasonable allowance to cover the cost incurred for board and lodging.

(g) A camping allowance of 8s. per day for every day, including Sunday, shall be paid to employees engaged on country jobs at places where ordinary board and residence is not obtainable and camping in tents, cubicles or other temporary shelter is necessary; Provided that where cooked meals are procurable by the employee at a mess established by the employer, the amount of such country allowance shall be 9d. per day for every day, including Sunday.

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

HOURS OF WORK.

Day Workers.

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

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

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

Five-Days' Week.

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

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

the employer shall allow those employees who so desire to do so to work their ordinary hours in five days as aforesaid.

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

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

Forgers, &c.

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

Emergency Provisions.

7A. Notwithstanding anything elsewhere contained in this Determination, the following provisions shall apply in the case of an employer who is subject to restriction or rationing in the use of electric energy and/or coal gas and/or the emergency disconnection thereof in accordance with orders or regulations approved by the appropriate lawful authority.

(i) If by reason of such restriction or rationing or emergency disconnection he is unable usefully to employ an employee for the whole or part of any day or shift, he may deduct from the wages of that employee payment for any part of the day or shift such employee cannot be usefully employed provided that—

- (1) if an employer requires the employee to attend for work but is not able to employ him usefully the employee shall be entitled to be paid for two hours' work;
- (2) where an employee commences work he shall be entitled to be paid for four hours' work;
- (3) this sub-clause shall not apply to apprentices.

(ii) He may require any day worker to perform his ordinary hours of work (or any such ordinary hours of work) at any time on any day other than on a Sunday on the basis of 40 hours per week. The following rates of pay shall apply for such work—

- (1) for work performed on Mondays to Fridays from 7 a.m. to 5.30 p.m. and on Saturdays from 7 a.m. to noon—ordinary time;
- (2) for work performed between noon and midnight on Saturdays—ordinary rates plus 25 per cent;
- (3) for work performed at all other times other than on a Sunday—ordinary rates plus 10 per cent.

Provided that when a worker is required to commence work between the hours of 9.30 p.m. and 6 a.m., the amount he shall receive shall not be less than an amount of 5s. more than the amount he would receive if paid at ordinary day rates.

(iii) He may require any shift worker to perform his hours of work at any time other than on a Sunday on the basis of 40 hours per week. The following rates of pay shall apply for such work :—

- (1) for day work or day shift work—ordinary time;
- (2) for work performed between noon and midnight on Saturdays—ordinary rates plus 25 per cent;
- (3) for afternoon and night shifts—ordinary rates plus 10 per cent.

Provided that when a shift worker is required to commence work between the hours of 9.30 p.m. and 6 a.m., the amount he shall receive shall not be less than an amount of 5s. more than the amount he would receive if paid at ordinary rates.

(4) Nothing contained in this sub-clause shall operate so as to reduce the shift premiums payable to employees who were shift workers working on afternoon and night shifts only at the date of such interference as aforesaid and who continue to work on such shifts.

(iv) He may alter the time at which meal breaks are usually taken and/or the duration of them, in order to avoid or mitigate the effects of such interference, without being liable to pay penalty rates for work done during the normal meal breaks; provided that the commencing time of any meal break is not made more than one hour earlier or later than usual and that a meal break of at least twenty minutes is allowed; and provided also that the employer shall, whenever it is practicable, consult with the representative of the Union or Unions before acting under this paragraph.

(b) Notwithstanding anything elsewhere contained in this Determination, the provisions of this clause shall also apply (*mutatis mutandis*) in the case of any employer who uses auxiliary power plant for the purposes of providing employment for his employees whilst such restriction or rationing or emergency disconnection is in force and who—

- (i) is unable usefully to employ an employee for the whole of any day or shift by reason of a breakdown in such plant through no fault of his own; or
- (ii) because of the inability of the auxiliary power plant to meet the normal demands for power—
 - (1) finds it necessary to require any employee to perform his ordinary hours of work (or any of such ordinary hours of work) outside the hours normally worked by such employee; or
 - (2) finds it necessary to alter the time at which meal breaks are usually taken and/or the duration of them.

SHIFT WORK.

Definitions.

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

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

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

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

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

Hours—Continuous Work Shifts.

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

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

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

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

Hours—Other than Continuous Work.

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

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

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

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

Rosters.

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

Variation by Agreement.

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

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

Afternoon or Night Shift Allowances.

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

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

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

An employee who—

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

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

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

Overtime.

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

- (i) if employed on continuous work be paid at the rate of double time; or
- (ii) if employed on other shift work at the rate of time and a half for the first four hours and double time thereafter, except in each case when the time is worked—
- (iii) by arrangement between the employees themselves;
- (iv) for the purpose of effecting the customary rotation of shifts; or
- (v) is due to the fact that the relief man does not come on duty at the proper time; or
- (vi) on a shift to which an employee is transferred on short notice as an alternative to standing the employee off in circumstances which would entitle the employer to deduct payment for a day in accordance with clause 15 (b) hereof.

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

Compulsory Overtime.

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

Sundays and Holidays.

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

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

Where shifts fall partly on a holiday that shift the major portion of which falls on a holiday shall be regarded as the holiday shift.

Junior Employees.

(i) Apprentices or juniors whilst on afternoon or night shifts shall be paid not less than the rates hereinbefore prescribed or 1s. 6d. per shift whichever is the higher.

MIXED FUNCTIONS.

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

OVERTIME.

10. (a) For all work done outside ordinary hours the rates of pay shall be time and a half for the first four hours and double time thereafter, such double time to continue until the completion of the overtime work. Provided that in the case of an apprentice or a junior the rate for overtime shall be not less than the rate herein prescribed or 2s. 3d. 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 with no 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 5s., and 3s. 4d. 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 a meal or meals and is not required to work overtime or is required to work less than the amount advised he shall be paid as above prescribed for meals which he has provided, but which are surplus.

Transport of Employees.

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

Compulsory Overtime.

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

HOLIDAYS AND SUNDAY WORK.

11. (a) Employees shall be entitled to the following public holidays without loss of pay as regards employees on weekly hiring:—New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Queen's Birthday, Labour Day, Anzac Day, Christmas Day, and Boxing Day, but if any other day be by Act of Parliament or Proclamation substituted for any of the above-named holidays this provision shall apply only to the day so substituted.

Any employer who has given to his employees notice under paragraph (1) 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) Except as provided in sub-clause (h) of clause 8, an employee not engaged on continuous work shall be paid at the rate of double time for work done on Sundays and public holidays, or day or days substituted by Act of Parliament or Proclamation in lieu of such 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, or day or days substituted by Act of Parliament or Proclamation in lieu of such public holidays, shall be paid for a minimum of three hours' work.

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

PIECEWORK.

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

Where an employee has given or been given notice as aforesaid he shall continue in his employment until the date of the expiration of such notice. Any employee who having given or been given notice as aforesaid, without reasonable cause (proof of which shall lie on him) absents himself from work during such period, shall be deemed to have abandoned his employment and shall not be entitled to payment for work done by him within that period.

Casual Employment.

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

Late Comers.

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

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

SICK LEAVE.

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

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

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

Single Day Absences.

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

Cumulative Sick Leave.

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

Attendance at Hospital, &c.

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

ANNUAL LEAVE.*Period of Leave.*

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

Seven-day Shift Workers.

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

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

Annual Leave Exclusive of Public Holidays.

(c) Subject to this sub-clause the annual leave prescribed by this clause shall be exclusive of any of the holidays prescribed by clause 11 of this Determination, and if any such holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day, there shall be added to the period of annual leave time equivalent to the ordinary time which the employee would have worked if such day had not been a holiday.

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

Broken Leave.

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

Calculation of Continuous Service.

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

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

In cases of personal sickness or accident or absence with reasonable cause the employee to become entitled to the benefit of this sub-clause shall inform the employer in writing if practicable within 24 hours of the commencement of such absence of his inability to attend for duty and as far as practicable the nature of the illness, injury or cause and the estimated duration of his absence. A notification given by an employee pursuant to clause 16 shall be accepted as a notification under this sub-clause.

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

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

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

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

Calculation of Service.

(f) Service before the date of operation of this Determination shall be taken into consideration for the purpose of calculating annual leave, but an employee shall not be entitled to leave or payment in lieu thereof for any period in respect of which leave or a payment in lieu thereof has been allowed or made under the clause hereby revoked. The period of annual leave to be allowed under this sub-clause shall be calculated to the nearest day, any broken part of a day in the result not exceeding half a day to be disregarded.

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

Calculation of Month.

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

Leave to be Taken.

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

Time of Taking Leave.

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

Leave Allowed Before Due Date.

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

Where leave has been granted to an employee pursuant to this sub-clause before the right thereto has accrued due and the employee subsequently leaves or is discharged from the service of the employer before completing the twelve months' continuous service in respect of which the leave was granted the employer may for each one complete month of the qualifying period of twelve months not served by the employee deduct from whatever remuneration is payable upon the termination of the employment one-twelfth of the amount of wage paid on account of the annual leave, which amount shall not include any sums paid for any of the holidays proscribed by clause 11 of this Determination.

Payment for Period of Leave.

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

Proportionate Leave on Dismissal.

(l) If after one month's continuous service in any qualifying twelve-monthly period an employee lawfully leaves his employment or his employment is terminated by the employer through no fault of the employee, the employee shall be paid at his ordinary rate of wage for $6\frac{1}{2}$ hours at the same rate in respect of each completed month of continuous service, the service 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.

18.

MISCELLANEOUS.

(a)

*ACCOMMODATION AND CONVENIENCES.**Boiling Water.*

(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.

Regulations require 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
Pieric acid solution, made according to the following recipe or prescription:— 1½ teaspoonfuls of powdered pieric 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.

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.

(b)

CLOTHING, EQUIPMENT, AND TOOLS.

Damage to Clothing and Tools.

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

Gas Masks.

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

Gloves.

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

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

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 unmentioned equipment to enable each welder and his assistant when engaged on work necessitating its use to be supplied with same:—

(i) Suitable asbestos sheets,

(ii) Hand screens or helmets fitted with coloured glass (or in the case of oxy-acetylene operators protective glasses with side shields),

(iii) Anti-flash goggles,

(iv) Aprons, leather sleeves and leggings (or coveralls of flame-proof material) and gauntlet gloves; and

(v) Gum or other insulating boots when working in places so damp that danger of electric shock exists.

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

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

Tools.

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

Hand-rivetting.

(c) Hand-rivetting on rivets $\frac{1}{2}$ inch diameter and upwards shall be performed double handed.

(d)

Ventilation.

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

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

(ii) the atmosphere may otherwise become vitiated,

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

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

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

SHOP STEWARDS.

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

RIGHT OF ENTRY OF UNION OFFICIALS.

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

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

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

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

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

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

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 workshop or plant during working hours, subject to the following conditions:—

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

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

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

(iv) that he conducts himself properly.

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

(Name of organization.)

THIS IS TO CERTIFY THAT
organization.

is a duly accredited representative of the above-named

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.

23. "Confined space" means a compartment, space, or 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—

(a) 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;

(b) in the case of a locomotive, inside the barrels of boilers, fire-boxes, water spaces, tenders, side tanks, bunker tanks, saddle tanks, or smoke boxes;

(c) 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.

"Ship repairs" means—

(a) All repair work done on ships.

(b) All work, other than the making of spare parts and stores, done in a workshop used for ship repairs only.

(c) 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.

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

"Welder—special class" means a tradesman using electric arc and/or oxy-acetylene equipment and who is required to, and is competent to, apply general trade experience in welding the following classes of metals:—mild steel, stainless steel, cast iron, aluminium, copper, brass, die-cast metal and magnesium.

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

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

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

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

"Boilermaker" means a tradesman who is required to develop work from drawings or prints, or to make templates, or to apply general trade experience in the fabrication erection, and/or repairing of steel or iron ships, or boilers or other vessels subject to greater pressure than the weight of their contents including iron and steel receivers or retorts, also rivetting by hand or machine caulking, chipping, and operating all machines used in connexion with the foregoing (other than stationary drilling machines).

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

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

"Structural steel tradesman" means a tradesman engaged in assembling, plating, bolting (temporary or otherwise), rivetting by hand or machine, caulking, chipping, staying, reaming, drilling (other than on stationary machines), or who in the course of his work operates machines for punching and shearing, rolling, bending, angle or plate straightening, or hydraulic presses, or nipping and notching machines, in connexion with the making and/or repairing of tanks, water locks, towers (other than agricultural and pastoral types), wagons, tenders, trucks, rolling-stock, bridges, girders, columns, principals (roofs or otherwise), trusses, structural iron and steel work, but not including parts of standardized frame buildings made in quantities.

"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.

"Rigger and/or splicer" means an adult workman who is responsible for the erection of tackle and/or who is required amongst other duties to splice wire rope.

"Pieceworker" means an employee required to work any job at a price fixed.

"Double fires" means work in connexion with which a furnace or fire is used and on which two or more men are assisting or working with a smith in treating the material which has been through the furnace or fire.

"Process worker" means an employee engaged on—

(a) 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

(b) in the assembling of parts of mechanical appliances or other articles so made, in which no fitting or adjustment requiring skill is required; or

(c) 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.

"Window-frame making" means the making in quantities of meta window frames, metal doors and grilles, and metal ornamentations used in buildings.

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 33 of the *Labour and Industry Act 1953*, 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.	Adult Males Basic Wage. (Adjustable).	Index Number Set Assigned.
Victoria—	£ s. d.	
Within 20 miles of G.P.O., Melbourne, 10 miles of G.P.O., Geelong, or at Warrnambool, and within Mildura and Gippsland Districts	11 14 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.

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 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, 1955, 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 103 taken to one place of the 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 the margins set out in this clause shall be the minimum rate payable to employees therein named:—

Classification.	Margin Per Week.
	s. d.
Boilermaking and steel construction section—	
Assembler window-frame making (non-tradesman)	45 0
Attendant at small rivet heating bolt heating or similar types of fires or furnaces	27 6
Blacksmith's striker	23 0
Blacksmith's striker on double fires and other assistant	27 6
Boiler (inside) chipper and cleaner	37 6
Boilermaker and/or structural steel tradesman	75 0
Boilersmith and/or angle iron smith	82 6
Cold saw operator	27 6
Dogman	27 6
Driller using portable machines	67 6
Driller using stationary machines	25 0
Employee assisting a ship plate bender or plate setter	25 0
Friction saw operator	23 0
Furnaceman on heavy angle iron or heavy plate	42 6
Furnaceman's assistant	23 0
Holder-up, whether using hand or machine dolly of any kind, including all work incidental thereto	40 0
Machinist—	
1st class	75 0
2nd class	50 0
3rd class	35 0
Machinist, steel construction—	
1st class	40 0
2nd class	25 0
Marker-off (a tradesman the greater part of whose time in any weekly pay period is occupied in marking off and/or template making)	85 0
Painter of ironwork using spray	25 0
Painter, brush hand	23 0
Plate setter and frame bender	80 0
Press and block hand assisting a boiler or angle ironsmith	27 6
Process worker	22 0
Rigger and/or splicer	47 6
Rivet heater	27 6
Welder—	
Special class (as defined)	82 6
1st class (as defined)	75 0
2nd class	35 0
3rd class	25 0
Welder—tack	30 0
Steel pipe making section—	
Assistant at ring making machines	27 6
Cement mixer	30 0
Cement liner	37 6
Cement liner operator	50 0
Employee in charge of ring making machines	37 6
Employee rounding and straightening steel pipes	35 0
Employee on tar dip and sand rolling	27 6
Faucet maker in charge of furnace	45 0
Faucet maker's assistant	27 6
Machine operator (in charge of machines)	37 6
Pipe builder	37 6
General (wheresoever employed)—	
Employee directly assisting an employee whose margin above the basic wage is 27s. 6d. or more	23 0
Other employees with not less than three months' experience in the metal trades industry	9 0
Employee not elsewhere classified	3 0

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

J. W. RYAN, Secretary.

Melbourne, 12th January, 1955.



VICTORIA GOVERNMENT GAZETTE.

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[1955

Labour and Industry Act 1953.

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 *Labour and Industry Act 1953*, 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 13th December, 1954, 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.
DIVISION I.—AGRICULTURAL IMPLEMENT SECTION.	£ s. d.	£ s. d.
(a) <i>Assembly, Fitting, and Process Working.</i>		
Assembler	12 19 0	12 16 0
Assembler after two years' experience	13 9 0	13 6 0
Carpenter on agricultural implement making (including tool allowance)	14 11 6	14 8 6
Dismantler	12 17 0	12 14 0
Implement and/or comb fitter	13 19 0	13 16 0
Implement and/or comb fitter after two years' experience	14 4 0	14 1 0
Pattern fitter and finisher	14 4 0	14 1 0
Plate pattern fitter and finisher	15 9 0	15 6 0
Plate pattern fitter and finisher (doing own machining)	15 9 0	15 6 0
Plough fitter	13 14 0	13 11 0
Process worker	12 16 0	12 13 0
Wheel rimmer	13 19 0	13 16 0
Windmill erector	13 19 0	13 16 0
Windmill maker other than fitter	13 16 6	13 13 6
(b) <i>Blacksmithing, &c.</i>		
Blacksmith's striker	12 17 0	12 14 0
Blacksmith's striker on double fires	13 1 6	12 18 6
Bulldozer operator	13 11 6	13 8 6
Hammer driver	13 1 6	12 18 6
Heater	12 17 0	12 14 0
Implement smith of five years' experience able to do all classes of implement work	14 11 6	14 8 6
Other smith (including iron bender)	14 4 0	14 1 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 Gippeland Districts.	All Other Parts of Victoria.
DIVISION I.—AGRICULTURAL IMPLEMENT SECTION—continued.		
(c) Dressing, Grinding, and Pickling.	£ s. d.	£ s. d.
Chipper	12 17 0	12 14 0
Dresser and fettler	13 1 6	12 18 6
Emery-wheel attendant	13 1 6	12 18 6
Grinder	13 1 6	12 18 6
Grinder using portable machine	13 6 6	13 3 6
Pickler	12 14 0	12 11 0
Shot and sand blast dresser	13 6 6	13 3 6
(d) Furnacemen.		
Cupola	13 19 0	13 16 0
Electric	13 16 6	13 13 6
All other furnaces (not including small rivet or bolt heating)	13 11 6	13 8 6
Small rivet or bolt heating	13 1 6	12 18 6
Assistant	12 17 0	12 14 0
(e) Foundry.		
Jobbing moulder and/or coremaker	15 9 0	15 6 0
Loose pattern moulder	14 11 6	14 8 6
Plate and machine moulder and/or coremaker	13 11 6	13 8 6
Cupola furnaceman	13 19 0	13 16 0
Electric furnaceman	13 16 6	13 13 6
All other furnacemen	13 11 6	13 8 6
Assistant furnaceman	13 2 0	12 19 0
Dressers and fettlers	13 4 0	13 1 0
Grinders	13 4 0	13 1 0
Grinders using portable machine	13 6 6	13 3 6
Shot and sand blast dressers	13 6 6	13 3 6
(f) Inspection, &c.		
Checker	13 1 6	12 18 6
Inspector	13 1 6	12 18 6
(g) Machinists.		
1st class	15 9 0	15 6 0
2nd class	14 4 0	14 1 0
3rd class	13 9 0	13 6 0
Driller	13 1 6	12 18 6
Process worker	12 16 0	12 13 0
(h) Painting, &c.		
Dipper	12 14 0	12 11 0
Painter (brush hand)	12 17 0	12 14 0
Paint mixer	12 14 0	12 11 0
Spray painter	12 19 0	12 16 0
Writer and liner	13 19 0	13 16 0
(i) Sheet Metal.		
Sheet Metal Workers—1st class	15 9 0	15 6 0
Sheet Metal Workers—2nd class	14 4 0	14 1 0
(j) Stores.		
Attendant at casting stores	12 14 0	12 11 0
Stereman and/or packer	12 17 0	12 14 0
(k) Welders.		
1st class	15 16 6	15 13 6
2nd class	13 9 0	13 6 0
3rd class	12 19 0	12 16 0
Tack welder	13 4 0	13 1 0
(l) Wire Workers.		
Wire drawer	12 17 0	12 14 0
Wire weaver	12 17 0	12 14 0
DIVISION II.—ELECTRICAL.		
Electrical mechanic	15 9 0	15 6 0
Shift electrician	15 9 0	15 6 0
Tradesman, electrical fitter	15 9 0	15 6 0
Tradesman's and electrical mechanic's assistant	12 17 0	12 14 0
DIVISION III.—ENGINEERING.		
Electrical fitter	15 9 0	15 6 0
Machinist—1st class	15 9 0	15 6 0
Machinist—2nd class	14 4 0	14 1 0
Machinist—3rd class	13 9 0	13 6 0
Motor mechanic	15 9 0	15 6 0
Patternmaker	16 11 6	16 8 6
Toolmaker	16 4 0	16 1 0
Tradesman	15 9 0	15 6 0
Tradesman, the greater part of whose time is occupied in marking off	15 16 6	15 13 6
Tradesman, wet stone grinder and glazier	15 9 0	15 6 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.
DIVISION IV.—ENGINEERING SMITHING.	£ s. d.	£ s. d.
Coppersmith	15 11 6	15 8 6
Forger and/or faggoter	16 19 0	16 16 0
Forgeman's assistant	13 1 6	12 18 6
Other smith	15 11 6	15 8 6
Toolsmith	15 16 6	15 13 6
DIVISION V.—WOOD MILL.		
Band sawyer	13 3 0	13 0 0
Bending machinist	13 0 0	12 17 0
Boring and drilling machinist	12 16 0	12 13 0
Buzzer machinist (only operating or feeding machines)	12 12 0	12 9 0
Buzzer machinist (using straight irons and setting up machines and grinding knives and cutters)	13 6 0	13 3 0
Casemaker	13 2 0	12 19 0
Casemaking sawyer	12 13 0	12 10 0
Circular sawyer	13 3 0	13 0 0
Crosscut sawyer	12 16 0	12 13 0
Morticing machinist	12 16 0	12 13 0
Moulding machinist (where the machinists set up their machines only)	13 4 0	13 1 0
Moulding machinist (where the machinists set up their machines and grind their knives and cutters)	13 13 0	13 10 0
Pulling out machinist	12 15 0	12 12 0
Sanding machinist	13 0 0	12 17 0
Saw doctor	14 12 0	14 9 0
Shaper machinist	13 18 6	13 15 6
Stacker	12 15 0	12 12 0
Tenoning machinist (only operating or feeding machines)	12 14 0	12 11 0
Tenoning machinist (using straight irons and setting up machines and grinding knives and cutters)	13 10 0	13 7 0
Thickneser machinist	12 19 0	12 16 0
Turner	13 18 6	13 15 6
DIVISION VI.—MISCELLANEOUS.		
Belt maker and cutter	13 5 0	13 2 0
*Carpenter (other than agricultural implement making)	15 9 0	15 6 0
Currier	13 15 0	13 12 0
Other employees, not elsewhere classified with not less than three months' experience in the agricultural implement making industry	12 3 0	12 0 0
Employee not elsewhere classified	11 17 0	11 14 0

* The rate payable to employees working in this classification shall be increased by a tool allowance of 5s. per week.

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, 15s. per week extra; more than ten and not more than twenty, including apprentices, 30s. per week extra; more than twenty, including apprentices, 45s. 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 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.
- (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 periods and subject to the conditions hereinafter prescribed :—

Patternmaking, 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 and Industry, 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 as follows :—

	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.
Four and five-year terms—	£ s. d.	£ s. d.
1st year	3 6 6	3 5 6
2nd year	4 12 6	4 11 0
3rd year	6 3 0	6 1 6
4th year	9 14 0	9 11 6
5th year	12 0 0	11 17 0
Four-year terms—Apprenticeship commencing after the age of 17 years—		
1st year	3 15 6	3 14 6
2nd year	6 3 0	6 1 6
3rd year	9 14 0	9 11 6
4th year	12 0 0	11 17 0

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 as follows:—

WAGES PER WEEK OF 40 HOURS.

	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.
<i>I.—Adult Females.</i>	<i>£ s. d.</i>	<i>£ s. d.</i>
Under one month's experience	8 15 6	8 13 0
All others	9 11 6	9 9 0
<i>II.—Junior Females.</i>		
17 years of age and under	4 15 0	4 13 6
18 years of age	5 13 0	5 11 6
19 years of age	6 11 0	6 9 0
20 years of age	7 9 0	7 7 0
<i>III.—Male Juniors.</i>		
Under 16 years of age	2 18 0	2 17 6
16 years of age	4 2 6	4 1 6
17 years of age	5 11 6	5 10 6
18 years of age	7 0 6	6 19 0
19 years of age	8 17 0	8 14 6
20 years of age	10 13 0	10 10 6
<i>IV.—Junior Males (Foundries).</i>		
Under 16 years of age	2 19 0	2 18 6
16 years of age	3 19 0	3 18 0
17 years of age	7 3 6	7 2 0
18 years of age	9 1 0	8 18 6
19 years of age and over	10 17 6	10 15 0

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

The rates shall be calculated to the nearest 6d., any broken part of 6d. in the result not exceeding 3d. 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 basic wage prescribed for a junior employee of his or her age, and, in addition thereto, the additional amounts set out in clause 25 (d).

HOURS OF WORK.

Day Workers.

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

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

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

Five-Days Week.

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

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

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

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

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

EMERGENCY PROVISIONS.

7a. (a) Notwithstanding anything elsewhere contained in this Determination, the following provisions shall apply in the case of an employer who is subject to restriction or rationing in the use of electric energy and/or coal gas and/or the emergency disconnection thereof in accordance with orders or regulations approved by the appropriate lawful authority.

(i) If by reason of such restriction or rationing or emergency disconnection he is unable usefully to employ an employee for the whole or part of any day or shift, he may deduct from the wages of that employee payment for any part of the day or shift such employee cannot be usefully employed provided that—

- (1) if an employer requires the employee to attend for work but is not able to employ him usefully the employee shall be entitled to be paid for two hours' work;
- (2) where an employee commences work he shall be entitled to be paid for four hours' work;
- (3) this sub-clause shall not apply to apprentices.

- (ii) He may require any day worker to perform his ordinary hours of work (or any such ordinary hours of work) at any time on any day other than on a Sunday on the basis of 40 hours per week. The following rates of pay shall apply for such work—

- (1) for work performed on Mondays to Fridays from 7 a.m. to 5.30 p.m. and on Saturdays from 7 a.m. to noon—ordinary time;
- (2) for work performed between noon and midnight on Saturdays—ordinary rates plus 25 per cent.;
- (3) for work performed at all other times other than on a Sunday—ordinary rates plus 10 per cent.

Provided that when a worker is required to commence work between the hours of 9.30 p.m. and 6 a.m., the amount he shall receive shall not be less than an amount of 5s. more than the amount he would receive if paid at ordinary day rates.

- (iii) He may require any shift worker to perform his hours of work at any time other than on a Sunday on the basis of 40 hours per week. The following rates of pay shall apply for such work:—

- (1) for day work or day shift work—ordinary time;
- (2) for work performed between noon and midnight on Saturdays—ordinary rates plus 25 per cent.;
- (3) for afternoon and night shifts—ordinary rates plus 10 per cent.

Provided that when a shift worker is required to commence work between the hours of 9.30 p.m. and 6 a.m., the amount he shall receive shall not be less than an amount of 5s. more than the amount he would receive if paid at ordinary rates.

- (4) Nothing contained in this sub-clause shall operate so as to reduce the shift premiums payable to employees who were shift workers working on afternoon and night shifts only at the date of such interference as aforesaid and who continue to work on such shifts.

- (iv) He may alter the time at which meal breaks are usually taken and/or the duration of them, in order to avoid or mitigate the effects of such interference, without being liable to pay penalty rates for work done during the normal meal breaks; provided that the commencing time of any meal break is not made more than one hour earlier or later than usual and that a meal break of at least twenty minutes is allowed; and provided also that the employer shall, whenever it is practicable, consult with the representative of the Union or Unions before acting under this paragraph.

(b) Notwithstanding anything elsewhere contained in this Determination, the provisions of this clause shall also apply (*mutatis mutandis*) in the case of an employer who uses auxiliary power plant for the purpose of providing employment for his employees whilst such restriction or rationing or emergency disconnection is in force and who—

- (i) is unable usefully to employ an employee for the whole of any day or shift by reason of a breakdown in such plant through no fault of his own; or
- (ii) because of the irability of the auxiliary power plant to meet the normal demands for power—
 - (1) finds it necessary to require any employee to perform his ordinary hours of work (or any of such ordinary hours of work) outside the hours normally worked by such employee; or
 - (2) finds it necessary to alter the time at which meal breaks are usually taken and/or the duration of them.

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 5s. and 3s. 4d. 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.

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

Sundays and Holidays.

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

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

Junior and Female Employees.

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

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, Queen's Birthday, Labour Day, Anzac Day, Christmas Day, and Boxing Day, but if any other day be by Act of Parliament or Proclamation substituted for any of the above-named holidays, this provision shall apply only to the day so substituted.

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, or day or days substituted by Act of Parliament or Proclamation in lieu of such 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, or day or days substituted by Act of Parliament or Proclamation in lieu of such 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 aforesaid.

Annual Leave Exclusive of Public Holidays.

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

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

Broken Leave.

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

Calculation of Continuous Service.

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

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

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

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

In cases of personal sickness or accident or absence with reasonable cause the employee to become entitled to the benefit of this sub-clause shall inform the employer in writing if practicable within 24 hours of the commencement of such absence of his inability to attend for duty and as far as practicable the nature of the illness injury or cause and the estimated duration of his absence. A notification given by an employee pursuant to clause 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 (i) and (m) hereof payment shall not be made or accepted in lieu of annual leave.

Time of Taking Leave.

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

Leave Allowed Before Due Date.

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

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

Payment for Period of Leave.

(k) Each employee before going on leave shall be paid two weeks' wages, except a shift worker or an employee taking his leave pursuant to sub-clause (d) of this clause either of whom shall be paid the amount of 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 month of continuous service before the 1st January, 1948, 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.
- (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 prescribed by this Determination for the work which he or she performs plus 10 per cent.

Late Comers.

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

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

SICK LEAVE.

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 that he was unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed.
- (iv) He shall not be entitled in any year (whether in the employ of one employer or of several) to leave in excess of 40 hours of working time.

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

Single Day Absences.

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

Cumulative Sick Leave.

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

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

Attendance at Hospital, &c.

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

(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 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.

Regulations require 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.

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.

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 rumberling of castings shall not be carried out in close proximity to employees not doing that work.

Ladles.

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

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

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

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

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

Females—Rest Period and Seats.

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

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

Ventilation.

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

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

(ii) the atmosphere may otherwise become vitiated,

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

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

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

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 product; 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 33 of the *Labour and Industry Act* 1953, 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.	Adult Males.	
	Basic Wage (Adjustable).	Index Number Set Assigned.
Victoria—	£ s. d.	
Within 20 miles of G.P.O., Melbourne; 10 miles of G.P.O., Geelong; or at Warrnambool; and within Mildura and Gippsland districts	11 14 0	Melbourne
Elsewhere—3s. less than the contemporaneous basic wage for Melbourne		

The basic wage for adult females shall be 75 per cent of the basic wage for adult males, 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, 1955, 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 .103 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 rates for adult females and all juniors shall, as from the beginning of the first pay period to commence in February, 1951, be the percentages of the basic wage shown hereunder plus the war loadings and additional amounts specified. The percentages for juvenile females relate to the female basic wage, but, in all other cases, relate to the male basic wage. The total wages shall be calculated to the nearest 6d., half or less than half of 6d. in a result to be disregarded.

(i) Apprentices.

	Percentage of Basic Wage.	Additional Amount.	War Loading.
		s. d.	Per Week. s. d.
Four and Five-year Terms—			
1st year	28	..	0 9
2nd year	39	..	1 0
3rd year	52	..	1 6
4th year	82	..	2 3
5th year	100 plus 3s.	..	3 0
Four-year Terms—Apprenticeship commencing after the age of 17 years—			
1st year	32	..	0 9
2nd year	52	..	1 6
3rd year	82	..	2 3
4th year	100 plus 3s.	..	3 0

(ii) *Females and Unapprenticed Males.*

The percentages for junior females relate to the female basic wage, but in all other cases, relate to the male basic wage.

	Percentage of Basic Wage.	Additional Amount.	War Loading. Per Week.
<i>I.—Adult Females.</i>			
Under one month's experience	75	<i>s. d.</i>	<i>s. d.</i>
All others	75	16 0	..
<i>II.—Junior Females.</i>			
17 years of age and under	52	3 6	..
18 years of age	62	4 0	..
19 years of age	72	4 6	..
20 years of age	82	5 0	..
<i>III.—Male Juniors.</i>			
Under 16 years of age	24	2 0	..
16 years of age	34	3 0	..
17 years of age	46	4 0	..
18 years of age	58	5 0	..
19 years of age	73	6 0	..
20 years of age	88	7 0	..
<i>IV.—Junior Males (Foundries).</i>			
Under 16 years of age	24	2 0	1 0
16 years of age	32	2 6	1 9
17 years of age	58	5 0	3 0
18 years of age	73	6 0	4 0
19 years of age and over	88	7 0	4 6

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.
<i>DIVISION I.—AGRICULTURAL IMPLEMENT SECTION.</i>	
<i>(a) Assembly, Fitting, and Process Working.</i>	
Assembler	25 0
Assembler after two years' experience	35 0
Carpenter on agricultural implement making (including tool allowance)	57 6
Dismantler	23 0
Implement and/or comb fitter	45 0
Implement and/or comb fitter after two years' experience	50 0
Pattern fitter and finisher	50 0
Plate pattern fitter and finisher	75 0
Plate pattern fitter and finisher (doing own machining)	75 0
Plough fitter	40 0
Process worker	22 0
Wheel rimmer	45 0
Windmill erector	45 0
Windmill maker other than fitter	42 6
<i>(b) Blacksmithing, &c.</i>	
Blacksmith's striker	23 0
Blacksmith's striker on double fires	27 6
Bulldozer operator	37 6
Hammer driver	27 6
Heater	23 0
Implement smith of five years' experience able to do all classes of implement work	57 6
Other smith (including iron bender)	50 0
<i>(c) Dressing, Grinding, and Pickling.</i>	
Chipper	23 0
Dresser and fettler	27 6
Emery-wheel attendant	27 6
Grinder	27 6
Grinder using portable machine	32 6
Pickler	20 0
Shot and sand blast dresser	32 6

	Margin per Week.
DIVISION I.—AGRICULTURAL IMPLEMENTS SECTION—continued.	
<i>(d) Furnacemen.</i>	
Cupola	45 0
Electric	42 6
All other furnaces (not including small rivet or bolt heating)	37 6
Small rivet or bolt heating	27 6
Assistant	23 0
<i>(e) Foundry.</i>	
Jobbing moulder and/or coremaker	75 0
Loose pattern moulder	57 6
Plate and machine moulder and/or coremaker	37 6
Cupola furnaceman	45 0
Electric furnaceman	42 6
All other furnacemen	37 6
Assistant furnaceman	28 0
Dressers and fettlers	30 0
Grinders	30 0
Grinders using portable machine	32 6
Shot and sand blast dressers	32 6
<i>(f) Inspection, &c.</i>	
Checker	27 6
Inspector	27 6
<i>(g) Machinists.</i>	
1st class	75 0
2nd class	50 0
3rd class	35 0
Driller	27 6
Process worker	22 0
<i>(h) Painting, &c.</i>	
Dipper	20 0
Painter (brush hand)	23 0
Paint mixer	20 0
Spray painter	25 0
Writer and liner	45 0
<i>(i) Sheet Metal.</i>	
Sheet metal worker—1st class	75 0
Sheet metal worker—2nd class	50 0
<i>(j) Stores.</i>	
Attendant at casting stores	20 0
Storeman and/or packer	23 0
<i>(k) Welders.</i>	
1st class	82 6
2nd class	35 0
3rd class	25 0
Tack welder	30 0
<i>(l) Wire Workers.</i>	
Wire drawer	23 0
Wire weaver	23 0
DIVISION II.—ELECTRICAL.	
Electrical mechanic	75 0
Shift electrician	75 0
Tradesman, electrical fitter	75 0
Tradesman's and electrical mechanic's assistant	23 0
DIVISION III.—ENGINEERING.	
Electrical fitter	75 0
Machinist—1st class	75 0
Machinist—2nd class	50 0
Machinist—3rd class	35 0
Motor mechanic	75 0
Patternmaker	97 6
Toolmaker	90 0
Tradesman	75 0
Tradesman, the greater part of whose time is occupied in marking off	82 6
Tradesman, wet stone grinder, and glazier	75 0
DIVISION IV.—ENGINEERING SMITHING.	
Coppersmith	77 6
Forger and/or faggoter	105 0
Forgeman's assistant	27 6
Other smith	77 6
Toolsmith	82 6

	Margin per Week.
DIVISION V.—WOOD MILL.	
	<i>s. d.</i>
Band sawyer	29 0
Bending machinist	26 0
Boring and drilling machinist	22 0
Buzzer machinist (only operating or feeding machines)	18 0
Buzzer machinist (using straight irons and setting up machines and grinding knives and cutters)	32 0
Casemaker	28 0
Casemaking sawyer	19 0
Circular sawyer	29 0
Crosscut sawyer	22 0
Morticing machinist	22 0
Moulding machinist (where the machinists set up their machines only)	30 0
Moulding machinist (where the machinists set up their machines and grind their knives and cutters)	39 0
Pulling out machinist	21 0
Sanding machinist	26 0
Saw doctor	58 0
Shaper machinist	44 6
Stackers	21 0
Tenoning machinist (only operating or feeding machines)	20 0
Tenoning machinist (using straight irons and setting up machines and grinding knives and cutters)	36 0
Thickener machinist	25 0
Turner	44 6
DIVISION VI.—MISCELLANEOUS.	
Belt maker and cutter	31 0
Carpenter (other than agricultural implement making)	75 0
The rate payable to employees working in this classification shall be increased by a tool allowance of 5s. per week	
Carrier	41 0
Other employees not elsewhere classified, with not less than three months' experience in the agricultural implement making industry	
Employee not elsewhere classified	9 0
	3 0

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

J. W. RYAN, Secretary.

Melbourne, 13th January, 1955.



VICTORIA GOVERNMENT GAZETTE.

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FRIDAY, APRIL 1.

[1955

Labour and Industry Act 1953.

DETERMINATION OF THE BEDSTEADMAKERS BOARD.

NOTE.—Since the 2nd July, 1946, this Determination has applied to the whole of the State of Victoria.

IN accordance with the provisions of the *Labour and Industry Act 1953*, the Wages Board appointed to "determine the lowest prices or rates which may be paid to any person or persons or classes of persons (including the moulders of bedsteads and excluding the moulders of fenders) employed in the process, trade, or business of a maker of metal bedsteads or fenders, or parts thereof" has made the following Determination, namely:—

1. That as from the beginning of the first pay period to commence on or after the 13th December, 1954, the last previous Determination of this Board shall be revoked and replaced by this Determination.

2.

	Wages per Week of 40 Hours.	
	Within the Metropolitan District; the Cities of Geelong, Geelong West, Newtown and Chilwell, and Warrnambool.	Other Parts of Victoria where the Determination Applies.
	s. d.	s. d.
Bedstead smith	261 6	258 6
Chill fitter called on to design and model	291 6	288 6
Other chill fitter	261 6	258 6
Machinist	256 0	253 0
Plater in charge	284 0	281 0
Plater's assistant	257 0	254 0
Polisher and grinder	259 0	256 0
Chipper and caster	255 0	252 0
Bedstead fitter and mounter	261 6	258 6
Employee engaged cutting, binding, straightening, drilling, or squaring up parts of bedsteads and frame setter	259 0	256 0
Japanner and lacquerer	256 0	253 0
Other employees with not less than three months' experience in the industry	243 0	240 0
All others	237 0	234 0

SPECIAL RATES.

3. In addition to the wages prescribed in clause 2 hereof the following special rates and allowances shall be paid:—
- Leading hands in charge of not less than three and not more than ten employees, including apprentices, 15s. per week extra; more than ten and not more than twenty employees, including apprentices, 30s. per week extra; more than twenty employees, including apprentices, 45s. per week extra.
 - Working in wet places, 1½d. per hour extra. Working in confined spaces, 3d. per hour extra.
 - Working for more than one hour in the shade in places where the temperature is raised by artificial means to between 115 and 130 degrees Fahrenheit, 1½d. per hour extra; in places where the temperature exceeds 130 degrees Fahrenheit, 3d. per hour extra. Where work continues for more than two hours in temperatures exceeding 130 degrees Fahrenheit, employees shall also be entitled to twenty minutes' rest after every two hours' work without deduction of pay. The temperature shall be decided by the foreman of the work after consultation with the employees who claim the extra rate.
 - Dirty work, i.e., work which a foreman and workman shall agree is of an unusually dirty or offensive nature, 1½d. per hour extra.
 - Compensation to the extent of the damage sustained shall be made for work in which clothing or tools are damaged or destroyed by the use of acids.
 - 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.

JUNIOR MALE AND FEMALE LABOUR.

4.

Wages Per Week of 40 Hours.

	*Percentage of Basic Wage.	Additional Amount.	War Loading.	Total Wage Payable—	
				Within the Metropolitan District; the Cities of Geelong, Geelong West, Newtown and Chilwell, and Warrnambool.	Other Parts of Victoria where the Determination Applies.
	Per Week.	Per Week. s. d.	s. d.	s. d.	s. d.
<i>I.—Adult Females.</i>					
Under one month's experience ..	75	..	..	175 6	173 0
All others	75	16 0	..	191 6	189 0
<i>II.—Junior Females.</i>					
17 years of age and under ..	52	3 6	..	95 0	93 6
18 years of age	62	4 0	..	113 0	111 6
19 years of age	72	4 6	..	131 0	129 0
20 years of age	82	5 0	..	149 0	147 0
<i>III.—Junior Males.</i>					
Under 16 years of age	24	2 0	..	58 0	57 6
16 years of age	34	3 0	..	82 6	81 6
17 years of age	46	4 0	..	111 6	110 6
18 years of age	58	5 0	..	140 6	139 0
19 years of age	73	6 0	..	177 0	174 6
20 years of age	88	7 0	..	213 0	210 6
<i>IV.—Junior Males (Foundries).</i>					
Under 16 years of age	24	2 0	1 0	59 0	58 6
16 years of age	32	2 6	1 9	79 0	78 0
17 years of age	58	5 0	3 0	143 6	142 0
18 years of age	73	6 0	4 0	181 0	178 6
19 years of age and over ..	88	7 0	4 6	217 6	215 0

* The percentages for junior females relate to the female basic wage, but in all other cases relate to the male basic wage.

Females and unapprenticed male juniors may be employed on piecework subject to clause 17 hereof.

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

HOURS OF EMPLOYMENT.

Day Workers.

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

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

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

Five-Days Week.

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

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

the employer shall allow those employees who so desire to do so to work their ordinary hours in five days as aforesaid.

This sub-clause shall not apply to employees engaged on the maintenance and servicing of plant and it is a condition of the allowing of a five-days week hereunder that if required employees shall comply with the reasonable and lawful orders of the employer as to working overtime, including the work of overtime on Saturday.

EMERGENCY PROVISIONS.

5a. (a) Notwithstanding anything elsewhere contained in this Determination, the following provisions shall apply in the case of an employer who is subject to restriction or rationing in the use of electric energy and/or coal gas and/or the emergency disconnection thereof in accordance with orders or regulations approved by the appropriate lawful authority.

- (i) If by reason of such restriction or rationing or emergency disconnection he is unable usefully to employ an employee for the whole or part of any day or shift, he may deduct from the wages of that employee payment for any part of the day or shift such employee cannot be usefully employed provided that—

- (1) if an employer requires the employee to attend for work but is not able to employ him usefully the employee shall be entitled to be paid for two hours' work;
- (2) where an employee commences work he shall be entitled to be paid for four hours' work;
- (3) this sub-clause shall not apply to apprentices.

- (ii) He may require any day worker to perform his ordinary hours of work (or any such ordinary hours of work) at any time on any day other than on a Sunday on the basis of 40 hours per week. The following rates of pay shall apply for such work—

- (1) for work performed on Mondays to Fridays from 7 a.m. to noon—ordinary time;
- (2) for work performed between noon and midnight on Saturdays—ordinary rates plus 25 per cent.;
- (3) for work performed at all other times other than on a Sunday—ordinary rates plus 10 per cent.

Provided that when a worker is required to commence work between the hours of 9.30 p.m. and 6 a.m., the amount he shall receive shall not be less than an amount of 5s. more than the amount he would receive if paid at ordinary day rates.

- (iii) He may require any shift worker to perform his hours of work at any time other than on a Sunday on the basis of 40 hours per week. The following rates of pay shall apply for such work—

- (1) for day work or day shift work—ordinary time;
- (2) for work performed between noon and midnight on Saturdays—ordinary rates plus 25 per cent;
- (3) for afternoon and night shifts—ordinary rates plus 10 per cent.

Provided that when a shift worker is required to commence work between the hours of 9.30 p.m. and 6 a.m., the amount he shall receive shall not be less than an amount of 5s. more than the amount he would receive if paid at ordinary rates.

- (4) Nothing contained in this sub-clause shall operate so as to reduce the shift premiums payable to employees who were shift workers on afternoon and night only at the date of such interference as aforesaid and who continue to work on such shifts.
- (iv) He may alter the time at which meal breaks are usually taken and/or the duration of them, in order to avoid or mitigate the effects of such interference, without being liable to pay penalty rates for work done during the normal meal breaks; provided that the commencing time of any meal break is not made more than one hour earlier or later than usual and that a meal break of at least twenty minutes is allowed; and provided also that the employer shall, whenever it is practicable, consult with the representative of the Union or Unions before acting under this paragraph.
- (b) Notwithstanding anything elsewhere contained in this Determination, the provisions of this clause shall also apply (*mutatis mutandis*) in the case of an employer who uses auxiliary power plant for the purposes of providing employment for his employees whilst such restriction or rationing or emergency disconnection is in force and who—
- (i) is unable usefully to employ an employee for the whole of any day or shift by reason of a breakdown in such plant through no fault of his own; or
 - (ii) because of the inability of the auxiliary power plant to meet the normal demands for power—
 - (1) finds it necessary to require any employee to perform his ordinary hours of work (or any of such ordinary hours of work) outside the hours normally worked by such employee; or
 - (2) finds it necessary to alter the time at which meal breaks are usually taken and/or the duration of them.

OVERTIME.

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

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

Rest Period After Overtime.

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

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

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

Call Back.

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

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

Saturday Work—Five-days Week.

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

Standing By.

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

Meal Hours—General.

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

Meal Hours—Maintenance Employees.

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

Crib Time.

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

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

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

Tea Money.

(i) An employee required to work overtime for more than two hours without being notified on the previous day or earlier that he will be so required to work shall be either supplied with a meal by the employer or paid 5s. and 3s. 4d. for each subsequent meal, but such payment need not be made to employees living in the same locality as their workshops who can reasonably return home for meals.

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

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

Transport of Employees.

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

Compulsory Overtime.

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

SHIFT WORK.

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

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

“Continuance 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 Shifts.

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

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

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

An employee who—

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

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

(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 such case when the time is worked—
 - (iii) by arrangement between the employees themselves;
 - (iv) for the purpose of effecting the customary rotation of shifts; or
 - (v) is due to the fact that the relief man does not come on duty at the proper time; or
 - (vi) on a shift to which an employee is transferred on short notice as an alternative to standing the employee off in circumstances which would entitle the employer to deduct payment for a day in accordance with clause 13 (b) hereof.

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

Compulsory Overtime.

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

Sundays and Holidays.

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

Shift workers on other than continuous work for all time worked on a Sunday or holiday shall be paid at the rates prescribed by clause 8 of this Determination. Where shifts commence between 11 p.m. and midnight on a Sunday or holiday the time so worked before midnight shall not entitle the employee to the Sunday or holiday rate; provided that the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or holiday shall be regarded as time worked on such Sunday or holiday.

Junior and Female Employees.

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

HOLIDAYS AND SUNDAY WORK.

8. (a) Employees shall be entitled to the following public holidays without loss of pay as regards employees on weekly hiring:—New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Queen's Birthday, Labour Day, Anzac Day, Christmas Day, and Boxing Day, but if any other day be by Act of Parliament or Proclamation substituted for any of the above-named holidays this provision shall apply only to the day so substituted.

Any employer who has given to his employees notice under paragraph (i) of sub-clause (m) of clause 9 of this Determination of his intention to close down his plant or section or sections thereof for the purpose of allowing annual leave may alter the date of such intended closing down by substituting a date no more than two days earlier than the date of which notice was given upon 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 or day or days substituted by Act of Parliament or Proclamation in lieu of such 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 or day or days substituted by Act of Parliament or Proclamation in lieu of such public holidays shall be paid for a minimum of three hours' work.

*ANNUAL LEAVE.**Period of Leave.*

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

Seven-day Shift Workers.

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

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

Annual Leave Exclusive of Public Holidays.

(c) Subject to this sub-clause the annual leave prescribed by this clause shall be exclusive of any of the holidays prescribed by clause 8 of this Determination, and if any such holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day, there shall be added to the period of annual leave time equivalent to the ordinary time which the employee would have worked if such day had not been a holiday.

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

Broken Leave.

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

Calculation of Continuous Service.

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

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

In cases of personal sickness or accident or absence with reasonable cause the employee to become entitled to the benefit of this sub-clause shall inform the employer in writing if practicable within 24 hours of the commencement of such absence of his inability to attend for duty and as far as practicable the nature of the illness injury or cause and the estimated duration of his absence. A notification given by an employee pursuant to clause 14 shall be accepted as a notification under this sub-clause.

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

In cases of individual absenteeism such notice 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 8 of this Determination.

Payment for Period of Leave.

(k) Each employee before going on leave shall be paid two weeks' wages, except a shift worker or an employee taking his leave pursuant to sub-clause (d) hereof either of whom shall be paid the amount of wage he would have received in respect of the ordinary time which he would have worked had he not been on leave during the relevant periods. For the purposes of this sub-clause and sub-clause (l) hereof, wages shall be at the rate prescribed by clauses 2 and 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 through no fault of the employee, he shall be entitled to the benefit of sub-clause (l) of this clause subject to adjustment for any proportionate leave which he may have been allowed as aforesaid.

SHOP STEWARDS.

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

RIGHT OF ENTRY OF UNION OFFICIALS.

11. A duly accredited representative of the Association shall have the right to enter employers' workshops during the midday meal hour for the 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.
- (vi) The official making such inspection shall be entitled to take a copy of entries in a time and wages book relating to the suspected breach of the Determination.

TRAVELLING TIME, ALLOWANCE AND BOARD.

Travelling and Board.

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

(b) An employee—

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

(ii) sent from his usual locality to another for employment which can reasonably be regarded as permanent, involving a change of residence, shall be paid travelling time whilst necessarily 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 sterrage; 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 5s. for each meal taken.

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

CONTRACT OF EMPLOYMENT.

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

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

(c) An employee not attending for duty shall except as provided by clause 14 hereof lose his pay for the actual time for such non-attendance.

Casual Employment.

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

Late Comers.

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

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

SICK LEAVE.

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

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

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

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

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

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

Single Day Absence.

(b) In the case of an employee who claims to be allowed paid sick leave in accordance with this clause for an absence of one day only, such employee, if in the year he has already been allowed paid sick leave on more than one occasion for one day only, shall not be entitled to payment for the day claimed unless he produces to the employer a certificate of a duly qualified medical practitioner that in his, the medical 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.

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

Attendance at Hospital, &c.

(d) Notwithstanding anything contained in sub-clause (a) hereof an employee suffering injury through an accident arising out of and in the course of his employment (not being an injury in respect of which he is entitled to workers compensation) necessitating this 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 purpose of this clause "year" means the period between the 1st day of May in each year and the next 30th day of April.

PAYMENT OF WAGES.

15. (a) Wages shall be paid weekly.

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

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

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

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

TIME AND WAGES BOOK.

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

The time occupied by an employee in filling in any time books or cards or in the making of records shall be treated as time of duty, but this does not apply to checking in or out at the beginning or end of duty.

The time and wages book shall be open for inspection at the employer's office or other convenient place to a duly accredited official of the Association during the usual office hours. Provided that no inspection shall be demanded unless the Secretary of the Association or the district secretary or organizer of any division of the Association suspects that a breach of this Determination has been or is being committed. Provided also that only one demand for such inspection shall be made in any one fortnight at the same establishment. The officer making such inspection shall be entitled to take a copy of the entry in the time and wages book relating to such suspected breach of this Determination.

PAYMENT BY RESULTS.

17. (a) Subject to the minimum wages herein prescribed, an employer may remunerate any of his employees under any system of payment by results based on rates which will enable workers of average capacity to earn at least 10 per cent. in excess of their hourly or weekly rates.

(b) Any increases in prevailing daily and hourly wages resulting from this Determination shall not of themselves compel any increase in piecework rates during the term of this Determination. If in a factory piecework is extended to processes now done on weekly or hourly rates sub-clause (a) hereof shall apply.

*MISCELLANEOUS.**Accommodation and Conveniences.**Boiling Water.*

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

Drinking Water.

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

First-Aid Outfit.

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

Regulations require 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 receipt or prescription:— 1½ teaspoonfuls of powdered picric acid, 3 oz. of absolute alcohol and 2 pints of distilled water	1 pint
Pins, safety	1 packet
Sal volatile	6 oz.
Scissors	1 pair
Tourniquet	1
Tweezers	1 pair
Cotton, absorbent	} An adequate assortment
Gauze, sterilized, plain	
Lint, absorbent	
Plaster, adhesive	

Lockers.

(iv) The employer shall at some reasonably convenient place on his premises provide a suitable locker for each employee in his workshop, or hanging facilities which afford reasonable protection for employees' clothes.

Showers.

(v) Employers shall provide for all workmen employed in foundaries 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.

Goggles.

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

Protective Clothing—Galvanizing, &c.

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

Protective Equipment—Welding.

(v) Where necessary employers shall provide electric arc and oxy acetylene operators and their assistants with the following equipment—

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

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

Tools.

(vi) Until further order the employer shall provide for each employee such tools as were customarily provided at the time of the making of this Determination and for sheet metal workers, snips used in the cutting of stainless steel, monel metal and similar hard metal. The employee shall replace or pay for any tools so provided if lost through his negligence.

Dressing Castings.

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

Hand-rivetting.

(d) Hand-rivetting on rivets $\frac{3}{8}$ -inch diameter and upwards shall be performed double handed.

Ladles.

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

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

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

Other ladles— $\frac{3}{4}$ 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.

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

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

Ventilation.

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

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

(b) the atmosphere may otherwise become vitiated—

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

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

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

(ii) Employers shall provide adequate ventilation in workshops where tinning or galvanizing and pickling is carried on, and in workshops where fusing or wet enamel is carried on, facilities for the free circulation of air.

DEFINITIONS.

19. (a) "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 2 inches.

(b) "Confined space" means a working place, the dimensions of which necessitate an employee working in a stooped or otherwise cramped position, or without proper ventilation, or where confinement within a limited space is productive of unusual discomfort.

(c) "Association" or "Union" means The Federated Agricultural Implement Machinery and Ironworkers' Association of Australia.

NOTICE BOARD.

20. An employer shall permit a notice board of reasonable dimensions to be erected in a prominent position in his establishment, and representatives of the Association shall be permitted to post notices of Association meetings upon such board.

POSTING DETERMINATION.

21. A copy of the Determination relating to work carried on in the establishment shall be kept posted in a prominent position by the employer.

MIXED FUNCTIONS.

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

EXTRA RATES NOT CUMULATIVE.

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

PERIODICAL ADJUSTMENT OF WAGES.

24. The wages rates set out in clause 2 are based upon the following basic wage for adult males and, pursuant to the provisions of section 33 of the *Labour and Industry Act 1953*, 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.	Adult Males Basic Wage.	Index Number Set Assigned.
	Per Week.	
	£ s. d.	
Within the Metropolitan District, the Cities of Geelong, Geelong West, and the Town of Newtown and Chilwell, and the City of Warrnambool	11 14 0	Melbourne
Elsewhere—3s. less than the contemporaneous basic wage for Melbourne		

The basic wage for adult females shall be 75 per cent. of the basic Wage for adult males, 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, 1955, 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 .103 taken to one place of decimals, the resultant whole number being the amount of the basic wage expressed in shillings, but, should the decimal number reach .5 or more, the basic wage shall be taken to the next higher shilling.

In addition to the basic wage prescribed by clause 24, any adult employee of a classification specified hereunder shall be paid the margin and loading hereinafter assigned to that classification, and such loading shall be deemed to be part of his ordinary rate of wage for all purposes of this Determination:—

Classification.	Margin.
	s. d.
Bedstead smith	27 6
Chill fitter called on to design and model	57 6
Other chill fitter	27 6
Machinist	22 0
Plater in charge	50 0
Plater's assistant	23 0
Polisher and grinder	25 0
Chipper and caster	21 0
Bedstead fitter and mounter	27 6
Employee engaged cutting, binding, straightening, drilling or squaring up parts of bedsteads and frame setter	25 0
Japanner and lacquerer	22 0
Other employees with not less than three months' experience in the industry	9 0
All others	3 0

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

J. W. RYAN, Secretary.

Melbourne, 13th January, 1955.



VICTORIA GOVERNMENT GAZETTE.

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FRIDAY, APRIL 1.

[1955

Labour and Industry Act 1953.

DETERMINATION OF THE CARPENTERS BOARD.

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

Carpentry and Joinery have been proclaimed as Apprenticeship Trades under the *Apprenticeship Act 1928* for the whole of the State.

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

IN accordance with the provisions of the *Labour and Industry Act 1953* the Wages Board which now has the power to determine the lowest prices or rates which may be paid to any person or persons or classes of persons—

(a) employed in the process, trade, or business of—

(i) a carpenter or joiner (other than a carpenter or joiner subject to the Determinations of the Agricultural Implements Board and the Wharfs and Jetties Board);

(ii) fixing or repairing in or on buildings, architraves, skirtings, or mouldings made of sheet metal 10-gauge or lighter;

(iii) fixing metal ceilings or laying wood block or parquet flooring.

(b) fixing corrugated asbestos-cement sheeting on walls of buildings—

has made the following Determination, namely:—

1. That as from the beginning of the first pay period to commence on or after the 13th December, 1954, the last previous Determination of this Board shall be revoked and replaced by this Determination.

WAGES.

2. (i) Applicable to employees engaged on hourly hiring.

Adult Employees (other than Apprentices).	*Total Wage Payable—		
	Within 20 Miles of G.P.O., Melbourne; 10 Miles of G.P.O., Geelong; at Warnambool, and within Mildura and Gippsland Districts.	At Yallourn.	Other Parts of Victoria.
	s. d.	s. d.	s. d.
(i) For stock work	7 8	7 10	7 7
(ii) For shop work whether performed in shop or joinery mills or in a mixed enterprise	8 6	8 8½	8 5
(iii) For work of employees in a mixed enterprise	8 6	8 8½	8 5
(iv) For building construction work	8 7½	8 10	8 6½

* These rates are loaded to cover payment for Public Holidays, Sick Leave, and time lost in following the job.

A casual hand (as defined) shall be paid an additional amount at the rate of 4d. per hour with a minimum payment as for two hours of employment.

(ii) Applicable to employees engaged on weekly hiring.

Adult Employees (other than Apprentices).	†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.
	£ s. d.	£ s. d.	£ s. d.
(i) For stock work	14 2 9	14 9 3	13 19 9
(ii) For shop work whether performed in shop or joinery mills or in a mixed enterprise	15 14 0	16 0 6	15 11 0
(iii) For work of employees in a mixed enterprise	15 14 0	16 0 6	15 11 0
(iv) For building construction work	15 19 6	16 6 0	15 16 6

† Employees on weekly hiring are entitled to the provisions of clauses 12 and 23 in respect of Public Holidays and Sick Leave.

EXCEPTIONS AND MODIFICATIONS.

NOTE.—Notwithstanding anything elsewhere in this Determination contained or prescribed:—

- (a) The provisions of clauses 6, 7, 8, 9, 10, 11, 12, 14, 15, 16, 21, 22, 23, 24, and 25 of this Determination shall not apply to or in respect of the employment of an employee ordinarily employed by the employer upon maintenance in or in connexion with a mixed enterprise but in lieu thereof the employer shall be bound to observe towards any such employee the provisions of any award, determination, or agreement applicable to the majority of the other persons employed by him in such a mixed enterprise. The employer shall nevertheless be bound to apply to and in respect of such an employee the provisions of the other clauses not specifically in this sub-clause mentioned in this Determination.
- (b) The provisions of clauses 9, 15, and 21 shall not apply to or in respect of the employment of an employee in or in connexion with a carpentry or joinery shop or a carpentry or joinery mill.
- (c) (i) Where an employee, employed in an employer's shop, works by direction of his employer on a building, fixing therein or thereon material made in such shop, he shall be paid for such work as for shop work and in addition shall be paid (to the nearest 1d.) a proportionate amount of the disabilities allowance set out in Section A—Weekly Employees clause 32, for building construction work, for the time so employed.
- (ii) Where a maintenance carpenter or joiner is employed on building construction work, as herein defined, he shall be paid for such work as for work in a mixed enterprise and in addition shall be paid (to the nearest 1d.) a proportionate amount of the disabilities allowance set out in Section A—Weekly Employees clause 32, for building construction work for the time so employed; for the purposes of this sub-clause a maintenance carpenter or joiner shall be regarded as employed on building construction when he is required to and does work on the site in connexion with the erection or demolition of a building exceeding 250 square feet in floor area; or the repair, maintenance, renovation, or ornamentation of buildings or structures which are not directly concerned with the activities of the establishment in which, or the employer by whom, he is employed.

Clauses, other than clause 2 of the said Determination, shall remain in force.

SPECIAL RATES.

3. In addition to the rates prescribed in clause 2 hereof the following special rates shall be payable to adult employees—

- (i) a leading hand shall be paid—
 - (a) if responsible for the direction and/or supervision of the work of not less than two nor more than six tradesmen carpenters or joiners. 1s. 0d. per day
 - (b) if responsible for the direction and/or supervision of the work of more than six tradesmen carpenters and/or joiners 2s. 0d. per day
- (ii) an employee who has been employed at insulation work shall be paid for the period so employed at the rate of 6d. per hour
- (iii) an employer who has worked for a continuous period of more than an hour in the shade in a place where the temperature has been raised by artificial means to more than 115 degrees Fahrenheit shall be paid for such a period of work at the rate of 3d. per hour
- (iv) an employee who has worked for a continuous period of more than an hour in the shade in a place where the temperature has been raised by artificial means to over 130 degrees Fahrenheit shall be paid for such a period of work at the rate of 6d. per hour
- (v) an employee who has worked for a continuous period of more than an hour in a place where the temperature has been lowered by artificial means to less than 32 degrees Fahrenheit shall be paid for such a period of work at the rate of 3d. per hour
- (vi) an employee who has worked in a place where the fumes of sulphur or acids or other offensive fumes were present shall be paid such a rate per hour for the period of such working as may be agreed upon between him and the employer —
- (vii) an employee who has worked in a wet place shall be paid for the period of such work at the rate of 3d. per hour
- (viii) an employee who has worked at dirty work shall be paid for the period of such work at the rate of 3d. per hour
- (ix) an employee who has worked in a confined space shall be paid for the period of such work at the rate of 3d. per hour
- (x) an employee who has worked in a boson's chair or on a single-plank swing scaffold on any date shall be paid for the period so worked as follows:—
 - For any period up to 4 hours on that day 1s.
 - For each hour thereafter 3d.

Provided always that—

- (1) where the temperature of a place where work is performed is raised, lowered or maintained by artificial means and a reading thereof is requested by an employee for the purpose of (iii), (iv) or (v) above such reading shall be made and taken by the employer or his foreman in the presence of such employee

- (2) in the case of an employee's claim for any special rate prescribed above for the work which he is performing or has performed being denied by the employer's foreman the employee shall be entitled within twenty-four hours of such denial to ask for a decision thereon by the employer and such decision shall be given within forty-eight hours of its being asked for (unless that time expired on a non-working day, in which case it shall be given during the next working day), or else the said claim shall be allowed. Provided always that nothing hereinbefore contained shall be construed as affecting any other right of either the employee or the employer in relation to the work, the payment or recovery of payment for it or the employee's claim.
- (3) The special rates in this clause severally proscribed shall not be cumulative in respect of the same work; but the employer shall be bound to pay only one of such special rates namely the highest special rate applicable to the work in question.
- (4) The special rates in this clause prescribed shall be applicable as prescribed irrespective of the time at which or the day upon which any work is performed and they shall not be added to or supplemented by any overtime, special time, Sunday or holiday premium, penalty or addition.

RIGHT TO DEDUCT PAY.

4. The employer may deduct payment for any day upon which the employee cannot be usefully employed because of any strike by or participation in any strike by members of a Union, or because of any strike by any members or member of a Union employed by the employer or because of any strike by or participation in any strike by any other Union, organization or association or by any branch thereof or by any members thereof or of any branch thereof who are employed by the employer or because of any breakdown of machinery or failure or lack of power or because of any other stoppage of work for any cause, (other than inclement weather within the allowance prescribed by clause 9), for which breakdown, failure, lack, stoppage or cause the employer is not responsible.

PRESENTING FOR WORK, BUT NOT REQUIRED.

5. An employee who having been engaged for work receives a notice or direction from the employer to present himself therefor and who on presenting himself therefor in accordance with such notice or direction is not required to commence work shall be paid an amount of 5s., together with such allowances as may be applicable in pursuance of the provisions of clause 15 of this Determination.

HOURS.

6. Except as herein provided the ordinary working hours shall be 40 in a week to be worked in five days. The ordinary time of work shall be 8 hours on each of Monday to Friday inclusive. The ordinary time of work shall lie between the hours of 7.45 a.m. and 5 p.m. There shall be a cessation of work and of working time for the purpose of a meal on each day of not less than 45 minutes between the hours of noon and 1 p.m.

COMPULSORY OVERTIME.

All Employees.

6A. An employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.

SHIFT WORK.

7. Where work is performed in shifts—

- (i) the first shift shall be worked within the hours of half past seven in the forenoon and half past five in the afternoon. It shall not exceed 8 hours 48 minutes in duration. It shall be paid for at the ordinary rates of payment.
- (ii) the second and the third shifts shall be paid for at one and a half times the ordinary rates of payment.

REST PERIODS.

8. (a) An employee who has worked continuously (except for the intervention of cessations for meals or crib-times as allowed by this Determination) for twenty hours shall not be required to continue at or recommence work for at least twelve hours.

(b) There shall be allowed without deduction of pay a rest period of 10 minutes (from the time of ceasing work therefor until the time of resuming work) between the hours of 9.30 a.m. and 11 a.m.

(c) When an employee will be required to work overtime after the usual ceasing time for the day or shift for two hours or more, he shall be allowed to take without deduction of pay a crib-time not exceeding 20 minutes in duration immediately after such ceasing time and thereafter after each four hours of continuous work he shall be allowed to take also without deduction of pay a crib-time not exceeding 30 minutes in duration. In the event of an employee remaining at work after the ceasing time without taking the crib-time of 20 minutes hereinbefore prescribed and continuing at work for a period of two hours, he shall be regarded as having worked two and a third hours since the said ceasing time and be paid accordingly.

(d) Where shift work comprises three continuous and consecutive shifts of eight hours each per day a crib-time of not exceeding twenty minutes in duration shall be allowed without deduction of pay in each shift, such crib-time being in lieu of any other rest period or cessation of work elsewhere by this Determination provided for or prescribed.

(e) When an employee has worked for two hours in a place in the shade where the temperature has been raised by artificial means to more than 130 degrees Fahrenheit he shall be allowed without deduction of pay a rest period of twenty minutes and so also when he has worked any subsequent period of two hours' work in such a place.

(f) When an employee has worked for two hours in a place where the temperature has been lowered by artificial means to less than 32 degrees Fahrenheit he shall be allowed without deduction of pay a rest period of twenty minutes and so also when he has worked any subsequent period of two hours' work in such a place.

(g) The provisions of sub-clauses (b), (c) and (d) hereof shall not be applicable to the case of an employee who is allowed the rest periods prescribed by sub-clauses (e) and (f) hereof.

INCLEMENT WEATHER.

9. Each employee shall be paid an allowance at ordinary rates for time lost through inclement weather, subject to the following conditions:—

- (i) that such allowance shall not exceed the equivalent of 8 hours' pay in any one week;
- (ii) that weather shall not be regarded as inclement for the purposes of this clause unless the employer, or his representative on the job, and the employee or a representative of the employee agree that it shall be so regarded. Failing such agreement, weather shall not be regarded as inclement and work shall continue;
- (iii) that any intermission of work owing to inclement weather so regarded as such as aforesaid shall immediately cease and work shall be immediately resumed on the employer or his representative calling for a resumption of work;
- (iv) that an employee shall not be entitled to payment as provided for in this clause unless he remains on the job until a decision to cease work for the day has been made by agreement between the employer or his representative and the employee or his representative;
- (v) that the intermission of work by employees who would be exposed to or working in inclement weather so regarded in accordance with this clause shall not be a ground for intermission of work in places where employees are not so exposed to or are not called upon to work in such inclement weather.

OVERTIME AND SPECIAL TIME.

10. (a) All time worked beyond the ordinary time of work as prescribed in clause 6 of this Determination shall be paid for at the rate of one and a half times ordinary rates for the first two hours thereof and at twice ordinary rates for such as continues after two hours.

(b) An employee who has left the premises in which he is employed and is recalled to work after the usual ceasing time of work in order to perform work for a duration of less than an hour shall be paid as for an hour at overtime rates.

(c) If an employer require an employee to work during the time prescribed by clause 6 of this Determination for cessation of work for the purpose of a meal he shall allow the employee whatever time is necessary to make up the prescribed time of cessation. If an employer require an employee to work during the time prescribed for such a cessation and to continue at work for any further time thereafter he shall for all work performed in such further time until the beginning of the time substituted for the cessation time during which the employee has worked pay the employee at the rate of double time: Provided, however, that the employer shall not be bound to pay in addition for the time allowed in substitution for the said cessation time: and provided also that if the cessation time is shortened at the request of the employee to the minimum of forty-two minutes prescribed in clause 6 of this Determination or to any other extent (not being less than forty-two minutes) the employer shall not be required to pay more than the ordinary rates of pay for time worked as a result of such shortening, but such time shall form part of the ordinary working time of the day.

(d) Overtime work performed by shift workers employed on the second or third shifts of a day when two or three shifts are worked shall be paid for at twice the ordinary rates of payment.

SUNDAY WORK.

11. All time worked on Sundays shall be paid for at the rate of double time.

HOLIDAYS.

12. (a) An employee engaged by the week shall be entitled to the following holidays without deduction of pay:—New Year's Day, Australia Day, Anzac Day, Labour Day, Good Friday, Easter Monday, Queen's Birthday, Melbourne Cup Day, Christmas Day, Boxing Day—

Provided that for employees employed at work beyond a radius of 25 miles of the G.P.O., Melbourne, another day may by agreement between the employer and the majority of the employees on the job be substituted for Melbourne Cup Day.

(b) Subject to the provisions of clause 10 of this Determination all work performed on any of the holidays mentioned in paragraph (a) hereof shall be paid for at the rate of double time.

TIME RECORDS.

13. The employer shall keep a record showing the names of the employees, the number of hours worked, the rates of pay, and the wages paid to the employees from week to week.

MEAL ALLOWANCE.

14. (a) Employers shall provide facilities to enable employees to obtain an adequate supply of boiling water at meal time cessations and at rest periods.

(b) Where an employee is required to work overtime in excess of one hour and has not been given notice of such requirement on the previous working day he shall be paid by his employer an amount of 3s. 6d. to meet the cost of a meal.

ALLOWANCES FOR EXCESS FARES AND TRAVELLING TIME.

15. (a) The following allowances shall be made by employers to compensate for excess fares and travelling time to and from places of work incurred by employees engaged upon construction work.

Within the radii respectively hereinbelow stated treating the G.P.O., Melbourne (Corner of Bourke and Elizabeth-streets) or the principal post offices at Ballarat, Bendigo or Geelong as centres from which they are to be measured:—

							Per Day.
							s. d.
Up to and including 12 miles	..	..	..	..	..	..	3 3
Over 12 and up to 20 miles	..	..	..	..	..	..	3 10
Over 20 and up to 30 miles	..	..	..	..	..	..	4 6

Provided nevertheless that—

(i) that above stated allowances shall not be payable if the employer provides or offers to provide transport free of charge to the employee in which case an allowance of 2s. 5d., per day only shall be paid;

(ii) when fares and travelling time are incurred in respect of "distant jobs" as defined in clause 16 of this Determination or in respect of work performed beyond thirty miles of any of the abovenamed centres the local post office nearest to the job shall be substituted as a centre for the purpose of this clause.

(b) Subject to the foregoing provisions a fare shall be deemed to have been incurred if the employee has used a bicycle or other means of locomotion, or has walked, instead of using a public conveyance.

(c) The provisions of this clause shall not apply to employees employed on public construction works on which the work performed by such employees is subsidiary and auxiliary to the carrying out of such works; but in lieu of the provisions of this clause employees on such work shall receive the same allowances for fares and travelling time as are paid to the majority of persons employed on the particular construction work on which such employees are employed.

ALLOWANCES FOR DISTANT JOBS.

16. (a) For the purposes of this clause a "distant job" is one in respect of which the distance of which or the travelling facilities available to and from which make it reasonably necessary that the employee should live and sleep at some other place than his usual place of residence.

(b) An employee who is directed by his employer to proceed to construction work on a distant job and who complies with such direction shall be paid the following allowance in order to enable him to provide himself with suitable board and accommodation:—

If employed on the job for less than a full working week	..	..	..	..	20s. 0d. per day.
If employed on the job for a full working week or longer at the rate of	..	..	..	..	65s. 0d. per week (of seven days).

Provided that where suitable lodging and sleeping accommodation is not available the employer shall provide a hut or tent with such accommodation therein, including a stretcher and mattress but such provision shall not relieve the employer from his obligation to make the allowances specified above in this sub-clause.

Provided nevertheless that in the event of the employer providing the employee with suitable board as well as suitable lodging and sleeping accommodation the employer shall not be liable to pay any of the allowances prescribed by this sub-clause.

Provided further that the foregoing allowances shall be increased if the employee satisfies the employer that he reasonably incurred a greater outlay than that prescribed.

(c) An employee who is directed by his employer to proceed to construction work on a distant job and who complies with such direction shall not be entitled to any of the allowances prescribed by clause 15 of this Determination but on proceeding to the locality of the work he shall be paid at ordinary rates of payment for the time incurred (not exceeding ordinary working hours for and on each day of travelling) in travelling thereto; he shall also be paid the amount of a second-class return fare and any excess payment due to transporting his tools if such be incurred; he shall also be paid at ordinary rates of payment for the time actually incurred (not exceeding ordinary working hours for and on each day of travelling) in travelling back upon the completion of his job to the place of his residence; he shall also be paid an amount of 5s. 0d. to cover the expenses (if any incurred) of reaching his home railway station and of transporting his tools.

Provided nevertheless—

- (i) that neither the amount of the return fare, nor payment for return travelling time nor the amount of 5s. 0d. aforesaid shall be payable if the employee be dismissed for misconduct or within one working week of his commencing work on the job for incompetency or if the employee terminates or discontinues his work on the job within one month of his commencing it;
 - (ii) that travelling time shall for the purpose of this clause be calculated as the time taken by rail or usual travelling facilities—between the Spencer-street or Flinders-street railway stations or the railway station nearest to the employee's place of residence if he resides outside the Melbourne metropolitan area and the locality of the work.
- (d) An employee who has been directed by his employer to proceed to construction work on a distant job may after three months' continuous service thereon, and thereafter at three-monthly periods of continuous service thereon, return to his home at a week-end. If he does so, he shall be paid the amount of a second-class return railway fare on the pay-day which immediately follows the date on which he returns to the job, provided no delay not agreed to by the employer takes place in connexion with the employee's commencing of work on the morning of the working day following the week-end.

Provided however that if the work upon which the employee is engaged will terminate in the ordinary course within a further twenty-eight days after the expiration of any such period of three months as is hereinbefore mentioned then the provisions of this sub-clause shall not be applicable.

COMPENSATION FOR SPOILT CLOTHES OR TOOLS.

17. An employee whose clothes or tools have been spoilt by acid, sulphur or other deleterious substances, shall be paid such amount to cover the loss thereby suffered by him as may be agreed upon between him and his employer.

TOOLS.

18. (a) The employer shall provide the following tools when they are required for the work to be performed by the employee:—

- Dogs and cramps of all descriptions.
- Bars of all descriptions.
- Augers of all sizes.
- Star bits and bits not ordinarily used in a brace.
- Hammers, except claw-hammers.
- Glue-pots and glue-brushes.
- Dowel plates.
- Trammels.
- Hand-and-thumb screws.
- Spanners.
- Soldering-irons.

(b) When the number of carpenters and/or joiners on a job exceeds six and the duration of the job exceeds four weeks, the employer shall provide for the use of carpenters and joiners a suitable grindstone together with power (hand or driven) for turning the same.

(c) On any job where paragraph (b) hereof does not apply the employees, if they so desire, shall after eight weeks of employment thereon, and thereafter at eight-weekly periods of their employment thereon, have access to a grindstone which shall be made available to them at the employer's workshop or at some other place agreed upon between the employer and the Union.

PROTECTION OF EMPLOYEES.

19. Suitable asbestos sheets and/or coloured glasses shall be provided by the employer for the protection of employees working at oxy-acetylene or electric arc welding or their assistants.

Where electric arc operators are working suitable screens shall be provided in order to protect employees from flash. The employer shall provide gas-masks for employees engaged upon work where gas is present.

FIRST-AID EQUIPMENT.

20. A first-aid kit as required by Regulations, or if such Regulations be not relevant, as recommended by the St. John's Ambulance Society, shall be provided and maintained by the employer on each job.

CONVENIENCES.

21. (a) The employer shall provide on all jobs sanitary conveniences in accordance with the requirements of the local health authority.

(b) The employer shall provide on all jobs in towns and cities a suitable and secure waterproof lock-up, solely for the purpose of storing employees' tools.

(c) The employer shall provide suitable mess and dressing accommodation with a dry floor and including seating, on all jobs unless it is impracticable to do so due to the site, conditions or building regulations. In order to comply with this sub-clause, where five or more men are employed and the work is estimated to last two weeks or more a shed based on six square feet per employee but with a minimum of 50 square feet shall be provided and shall be for the exclusive use of the employees and shall not be used for the storage of building materials.

ANNUAL HOLIDAY.

22. The annual holiday shall be as prescribed by the provisions of the *Labour and Industry Act 1953*, and any amendments which may be made thereto from time to time.

SICK LEAVE.

23. The following provisions shall apply in respect of employees engaged by the week:—

- (a) An employee other than a casual hand 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 such leave of absence for any period in respect of which he is entitled to workers' compensation;
 - (ii) he shall, within forty-eight hours of the commencement of such absence, inform the employer of his inability to attend for work, and as far as may be practicable, state the nature of the illness or injury and the estimated duration of the absence;
 - (iii) he shall prove to the satisfaction of the employer that he was unable on account of such illness or injury to attend for work on the day or days for which the sick leave is claimed;
 - (iv) he shall not be entitled in any year (whether in the employment of one employer or of more) to leave in excess of 40 hours of working time.
- (b) Where under any scheme of insurance or of an accident, relief or provident fund to secure the benefit of which the employer has paid the necessary premium or contribution compensation has become payable for absences due to sickness or injury the employer shall not be bound to pay more of the employee's wage than is sufficient with such compensation to make up the full amount of such employee's wage for the day or days of absence.

- (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.

PAYMENT OF WAGES.

24. (a) All wages, allowances and other moneys due shall be paid not later than the time of cessation of work on Thursday of each working week or otherwise by mutual arrangement.

(b) On termination of employment by the employer, all wages, allowances, and other moneys due shall be paid at the time of termination.

TERMINATION OF EMPLOYMENT.

25. (a) In the case of employees engaged by the week the following provisions shall apply:—

(i) subject to the provisions of placitum (ii) hereof a week's notice of the termination of engagement shall be given on either side or one week's wages shall be paid or forfeited in lieu thereof. Such notice may be given on any day during the week to terminate the engagement either on the corresponding day of the following week or on any later day of the following week;

(ii) the employer may dismiss any employee summarily without notice for malingering, idling, inefficiency, neglect of duty including going slow, or misconduct whereupon he shall pay the employee's wages up to the time of dismissal only.

(b) In the case of employees engaged by the hour one hour's notice of the termination of the engagement shall be given on either side or one hour's pay shall be paid or forfeited in lieu thereof. In the case of the notice being given by the employer, such hour shall be allowed to the employee to gather, clean, pack, and transport his tools.

STEWARDS.

26. An employee who has been appointed steward on a job shall upon notification of that fact to the employer be recognized by the employer as the accredited representative of a Union. Such an employee shall be allowed all necessary time during working hours without deduction of pay to interview the employer or his representative on any matter affecting the other employees on the job.

JUNIOR LABOUR.

Part I.—Unapprenticed.

27. (a) The proportion of unapprenticed junior employees to journeymen employed by any employer shall not exceed one to four on building construction work performed on site and one to six on work performed in shops or joinery mills: Provided nevertheless that an employer who employs two adult employees may employ one unapprenticed junior employee.

(b) Unapprenticed junior employees shall be paid the same wages as are prescribed for apprentices under the jurisdiction of the Apprenticeship Commission, and they shall also be paid the special rates prescribed in clause 3 of this Determination according to the exigencies of their employment.

(c) The provisions of clauses 2 to 25 (both inclusive) of this Determination shall be applicable to and in respect of the employment of unapprenticed junior employees.

(d) No unapprenticed junior employee shall be permitted or required by his employer to attend winches, sling timber or work power-driven machinery.

Part II.—Apprentices.

The wage rates and conditions of Apprentices shall be in accordance with those prescribed from time to time by the Apprenticeship Commission.

DEFINITIONS.

28. For the purposes of this Determination—unless otherwise by the context implied—

Carpenter or Joiner means an employee engaged upon construction work and upon work ordinarily performed by carpenters or joiners in any workshop, establishment or yard.

Casual hand means an employee engaged by the hour who is or has been employed for a period of less than five days (exclusive of overtime) and who has not been summarily dismissed for misconduct or inefficiency or has not by his own act terminated his employment. Provided that a person who is engaged on weekly hiring in any other capacity than a carpenter and who without interruption in the continuity of his employment is directed to do carpenter's work shall not be deemed to be a casual hand within the meaning of this definition.

Confined space means a place the dimensions or nature of which necessitate working in a cramped position or without sufficient ventilation.

Construction work means work in connexion with the erection, repair, maintenance, renovation, ornamentation or demolition of buildings or structures, and the making, preparing, assembling or fixing of all woodwork and fittings in connexion therewith and the making, preparing, assembling and fixing of any material necessitating the use of carpentering tools or machines.

Dirty work means work concerning which the employer or his foreman and the employee agree that it is of an unusually dirty or offensive nature.

Insulation work means work which involves the handling in loose form of charcoal, pumice, "slag-wool", "insul-wool" or other loose materials of a like nature used in the construction, repair or demolition of roofing, flooring, walls or partitions for providing insulation against heat, cold or noise.

Leading hand means a tradesman carpenter or joiner who is given by the employer or his agent the responsibility of directing and/or supervising the work of other tradesmen carpenters or joiners.

Maintenance means work performed by carpenters or joiners employed in a mixed enterprise not being work in or in connexion with the erection of structures whose purpose is the extension of the productive, administrative, storage or distributive functions of such an enterprise for the performance of which erection carpenters or joiners additional to the regular staff of carpenters or joiners employed by such enterprise are engaged.

Mixed enterprise means an employer's enterprise carried on for the purpose of the production, treatment, distribution or provision of articles, goods, merchandise, materials, gas, electric current or power or any transport, water supply or sewerage service, the production, treatment, distribution or provision whereof is not mainly attributed to or mainly dependent on the work performed by carpenters or joiners therein employed but in which the work performed by carpenters or joiners is subsidiary and auxiliary to the carrying on of the enterprise.

Rate of double time means a rate of payment for work done comprised of the rate of payment ordinarily applicable to such work plus a rate equal to once that rate of payment; but in respect of an hourly rate of payment, the rate of double time prescribed by clause 12 of this Determination for work performed on any such prescribed holiday means a rate of payment at the rate which would ordinarily have been payable for such work had it been performed on a working day other than such a holiday.

Stock work means the making and/or cramping and/or assembling of stock doors not larger than 7 feet by 3 feet by 2 inches, double insertion moulder, or ledge doors of the same size, stock sashes not larger than 6 feet by 3 feet by 1½ inches or stock frames for the same, ladders, step-ladders, skirt-ironing boards, shirt-ironing boards, boot-cutting boards, paste-boards, clothes horses, fly-wire doors, fly-wire windows, tree-guards, dog-kennels, wheel-barrows, water-closets (other than pedestal seats).

Wet place means a place where water is dripping so that the clothing of the employee becomes saturated or a place where the employee has to stand in water exceeding 2 inches in depth so that his feet become wet.

POSTING OF NOTICES.

29. The employer shall not prevent an Official of a Union from posting at any time a copy of this Determination or any notice of a Union dealing with industrial matters not inconsistent with compliance with this Determination in a suitable place on any job. Provided that the employer may require that any such notice shall not exceed fourteen inches by nine inches in measurement.

PERIODICAL ADJUSTMENT OF WAGES.

30. The wages rates set out in clause 2 are based upon the following basic wage and, pursuant to the provisions of section 33 of the *Labour and Industry Act 1953*, the Board hereby determines that such rates shall be automatically adjusted as prescribed in clause 31.

Table "A" Basic Wage.

Place.	Basic Wage Adjustable.	Index Number Set Assigned.
Victoria	£ s. d.	
Within 20 miles of G.P.O., Melbourne; 10 miles of G.P.O., Geelong; at Warrnambool and within Mildura and Gippsland Districts	11 14 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.

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

(b) Until the beginning of the first pay period to commence in February 1955, amounts of the basic wage shall be as prescribed in clause 30.

(c) During each future successive period beginning with the first pay period to commence in a February, a May, a 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 .103 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.

32. The wages rates set out in clause 2 hereof consist of the Basic Wage prescribed in clause 29 and the margins and loadings set out hereunder:—

Section A—Weekly Employees.

	For Stock Work.	For Shop Work whether performed in Shop or Joinery Mills or in a Mixed Enterprise.	For Work of Employees Employed in a Mixed Enterprise.	For Building Construction Work.
	Per Week.	Per Week.	Per Week.	Per Week.
	£ s. d.	£ s. d.	£ s. d.	£ s. d.
Margin for skill	2 7 6	3 15 0	3 15 0	3 15 0
Tool allowance	0 1 3	0 5 0	0 5 0	0 5 0
Disabilities allowance .. .. .	..	..	..	0 5 6
Total additions	2 8 9	4 0 0	4 0 0	4 5 6

Section B—Hourly Employees.

An hourly rate (calculated to the nearest farthing), equivalent to one-fortieth of the fifty-two forty-eighths of the weekly rate which would be payable in pursuance of section A of this clause had the employee been engaged by the week: Provided, nevertheless, that a casual hand shall be paid an additional amount at the rate of 4d. per hour with a minimum payment as for two hours of employment.

NOTE.—(1) The disabilities allowance referred to in section A above is to compensate for conditions peculiar to building construction work, namely, working in the open and being thereby subjected to climatic conditions, dusty conditions (i.e., from dust blowing in the wind) brick dust, drippings from concrete, sloppy conditions, lack of usual amenities associated with factory work, e.g., meal rooms, change rooms, lockers, &c., and to compensate for relative handicaps occasioned by the reduction of the standard working hours in industry generally from 48 to 44 hours per week and for all other matters not specifically compensated or allowed for by any other provision of this clause 2 of this Determination.

(2) The calculation of the hourly rate prescribed in this clause takes account of loss of earnings by employees engaged by the hour due to the occurrence of any of the holidays mentioned in clause 12 of this Determination, the non-application to such employees of the benefits of clause 23 of this Determination and the incidence of loss of wages for periods of unemployment between jobs.

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

J. W. RYAN, Secretary.

Melbourne, 14th January, 1955.

