



VICTORIA GOVERNMENT GAZETTE.

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No. 171]

THURSDAY, MAY 16.

[1957

Labour and Industry Acts.

DETERMINATION OF THE WATERFRONT WATCHMEN'S BOARD.

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

(b) On the 19th April, 1955, the Watchmen's Board was deprived of the power to determine any matter relating to Watchmen employed in connexion with overseas or interstate shipping—

(i) on ships;

(ii) on gangways used for connecting ships with wharfs; or

(iii) on wharfs or wharf sheds connected with the loading or unloading of ships or the storing of goods in relation thereto.

and such power was conferred exclusively on the Waterfront Watchmen's Board.

IN accordance with the provisions of the Labour and Industry Acts, the Wages Board appointed for "watchmen employed in connexion with overseas or interstate shipping—

(a) on ships;

(b) on gangways used for connecting ships with wharfs; or

(c) on wharfs or in wharf sheds connected with the loading or unloading of ships or the storing of goods in relation thereto."

has made the following Determination namely:—

1. That on the 19th February, 1957, the last previous Determination of this Board shall be revoked and replaced by this Determination.

2.

WAGES.

NOTE:—The rates prescribed in this Determination are based upon a basic wage of £13 3s. 0d.

	Per Hour.
	<i>s. d.</i>
Watchmen employed in ships' holds	8 2 ¹ / ₁₀
Other watchmen	7 7 ¹ / ₁₀

EXTRA RATES.

3. (a) Hold Watchmen—When waterside workers engaged in handling cargo in a vessel's hold are paid an extra rate because of the obnoxiousness of such cargo, either by Board of Reference decision or by agreement, any hold watchman employed in such hold shall be paid an extra rate of 6d. per hour, or such lesser amount as may be paid to the waterside workers concerned.

(b) Wharf Watchmen—When a cargo watchman is engaged elsewhere than in the hold of a vessel, and is obliged to work in close proximity to cargo, which, because of its obnoxiousness, is the subject of an extra rate paid to the waterside workers handling such cargo, he shall be paid an extra rate of 3d. per hour for such period as he may be affected.

(c) Dangerous Cargo—When waterside workers are paid an extra rate for handling Ammonium Nitrate and Sodium Chlorate, such extra rate shall be paid to any hold watchman who may be employed in the hold where such cargo is being handled for such period as may be applicable.

(d) Watchmen commencing duty at 5 p.m. for the evening shift or at midnight for the midnight shift shall be paid 8 hours at the ordinary rate provided in each case the full shift is worked and provided further that he does not work a total of 8 hours by working on into the succeeding shift.

(e) Watchmen shall be required to diligently attend to their duties as watchmen and immediately report to the Superintendent or foreman in charge of the hatch or the Ship's Officer on duty any cases of pillage or suspected or attempted pillage and damage, and if required, make notes and furnish reports regarding same. It is also required that smoking and committing a nuisance in the hold should be stopped and, if persisted in, reported in the manner directed above.

OVERTIME.

4. (a) All time worked in excess of 8 hours from the commencement of any shift, Monday to Friday inclusive, shall be paid for at the rate of time and a half.

SPECIAL RATES FOR SATURDAY AND SUNDAY.

5. Time and a half shall be the special rate for all work done on Saturday and double time for all work done on Sunday.

SPECIAL RATES FOR HOLIDAYS.

6. (a) Double time shall be the special rate for all work done on New Year's Day, Australia Day, Good Friday, Easter Monday, Labour Day, Anzac Day, Queen's Birthday, Melbourne Cup 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, the special rate shall only be payable for work done on the day so substituted.

TRAVELLING TIME AND FARES.

7. Any watchman employed at Newport, Williamstown or Yarraville shall be paid travelling time at the ordinary rate together with all fares necessarily incurred by the most economical means of travel from and to the place of engagement to and from the place of employment.

Travelling time at the ordinary rate shall be paid to any watchman employed at 21 South Wharf and beyond on the south side of the river, and at 22 Victoria Dock and beyond.

The above provisions shall not apply in cases where the employer provides, or offers to provide, transport.

MINIMUM PAYMENT.

8. (a) Except as provided in sub-clauses (b) and (c) hereof a watchman called up for duty shall receive a minimum payment as for 6 hours work at prevailing rates.

(b) On a shift commencing at 8 a.m. and finishing at or before noon on Saturday the minimum shall be 4 hours' work at prevailing rates.

(c) When work is interrupted by stop work meetings and the minimum engagement can only be 4 hours then the minimum shall be 4 hours' work at prevailing rates.

PAYMENT FOR MEAL TIME.

9. No deduction shall be made in an employee's time for a meal period of 30 minutes unless he is permitted to leave his employer's premises for such meal.

MEAL ALLOWANCE.

10. (a) Where an employee is directed by the employer to work for two hours or more into the next shift, he shall be supplied by the employer with a meal or be paid a meal allowance of 6s.

(b) Watchmen engaged to work Sunday day shift shall be provided with a mid-day meal or paid a meal allowance of 6s., provided the full shift is worked.

ANNUAL HOLIDAY.

11. (a) The annual holiday shall be as prescribed by the provisions of the Labour and Industry Acts.

(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. Provided always that this clause shall not apply to any employee whose normal working week is less than 35 hours.

(c) Where an employee with twelve months' continuous service is engaged for part of the twelve-monthly period as a seven-days' 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.

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

UNIFORMS.

12. Any employees required to wear a uniform whilst on duty shall be provided with such uniform by the employer free of cost to the employee. The uniform so provided shall remain the property of the employer.

P. A. RANDLES, J.P., Chairman.

J. V. WHILOX, Secretary.

Melbourne, 9th April, 1957.



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No. 172]

THURSDAY, MAY 16.

[1957

Labour and Industry Acts.

DETERMINATION OF THE MANUFACTURING CHEMISTS BOARD.

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

IN accordance with the provisions of the Labour and Industry Acts, the Wages Board appointed to “determine the lowest prices or rates which may be paid to any persons employed in the trade of—

- (a) a wholesale or a manufacturing chemist;
(b) manufacturing toilet preparations, perfumery, essences, essential oils, food preservatives, branding fluids, deodorants, disinfectants, fungicides, insecticides, vermin destroyers, weed destroyers,”

has made the following Determination, namely:—

1. That on the 1st May, 1957 the last previous Determination of this Board shall be revoked and replaced by this Determination.

2.

WAGES.

Note:—Rates prescribed in this Determination are based upon a basic wage of £13 3s. 0d. for males and £9 17s. 0d. for females.

Apprentices.			Improvers.		
	Males. Per Week.	Females. Per Week.		Males. Per Week.	Females. Per Week.
	£ s. d.	£ s. d.		£ s. d.	£ s. d.
1st year	3 16 6	3 3 0	Under 16 years of age ..	3 16 6	3 3 0
2nd year	4 12 0	3 17 0	16 years of age	4 12 0	3 17 0
3rd year	6 6 0	4 8 6	17 year of age	6 6 0	4 8 6
4th year	8 11 0	5 2 6	18 year of age	8 11 0	5 2 6
5th year	10 13 0	6 6 0	19 years of age	10 13 0	6 6 0
			20 years of age	13 3 0	7 15 6

NUMBER (in any place).

Apprentices.

One apprentice to every three or fraction of three workers of the same sex receiving not less than the minimum wage.

Male Improvers.

One male improver to every three or fraction of three male workers receiving 30s. 6d. per week.

Female Improvers.

One female improver to every two or fraction of two female workers receiving 21s. 6d. per week.

Apprentices and Improvers shall be subject to the same numbers of hours per week as fixed for their respective sections.

OTHER EMPLOYEES.		Wages Per Week of 40 Hours.
<i>Males.</i>		
(a) Employees in Warehouses.		£ s. d.
Foreman of any Department in which six or more workers are employed		17 4 6
Foreman of any Department in which three to five workers are employed		16 15 6
First Assistant i.e., a person in a Department who is required to keep official records and in addition required to weigh, measure, check, wrap on label drugs		16 13 6
Drug Department employee engaged in weighing, measuring, checking, wrapping and/or labelling under supervision		16 4 0
Drug Department employee who is required only to weigh and/or measure under supervision		15 16 6
Salesman in any Department under supervision		15 12 6
All others		15 6 6
(b) Employees (other than in Warehouses).		
(i) In Alkaloid Extraction Department.		
Foreman in charge of one or more persons		17 6 6
First assistant		16 6 0
Second assistant		15 18 6
(ii) In Alkaloid Refining Department.		
Person in charge of refining operations and records		16 16 6
Refinery operator purifying alkaloids		16 6 0
Refinery operator (other)		15 18 6
(iii) In Other Places.		
Foreman capable of manufacturing from given formulae, under supervision, and who is in charge of six or more workers		17 4 6
Foreman capable of manufacturing from given formulae, under supervision, and who is in charge of one to five workers		16 15 6
First Assistant where five or more workers are employed		16 5 0
Ether stillman		16 3 0
Assistant including operators of machines engaged in any of the following processes under supervision :—		
(a) Manufacturing Galenical or Chemical Compounds, Pills, Tablets, Toilet Preparations and Perfumery	}	
(b) Granulating		15 16 6
(c) Pill and Tablet Coating		
All others		15 6 6
<i>Females.</i>		
Alkaloid Refinery Department.		
Person in charge of refinery operations and records		13 7 0
Person filling and wrapping		11 16 6
Other Places.		
Forewoman in charge of one to five workers		11 11 0
Forewoman in charge of six or more workers		11 16 9
Persons employed in sterile areas		10 19 0
Other adults		10 11 6

EXTRA RATES.

3. (a) Employees engaged in processing and/or repacking in bulk Gentian Violet, Methylene Blue, Acriflavine, or similar substances shall be paid 6d. per hour extra with a minimum payment of 1s. 6d. per day.

(b) Employees whilst engaged in manufacturing and/or processing, filling and/or sealing, and/or de-contaminating containers of organic phosphorus pesticides as covered by the first schedule of "Use of Pesticides Regulations, 1953" under the Health Acts, shall be paid an allowance of 9d. per hour or part thereof extra with a minimum payment of 2s. 3d. per day.

4. TIMES OF BEGINNING AND ENDING WORK :—

Times of Beginning.	Times of Ending.	
7.45 a.m.	5.15 p.m.	Monday to Friday inclusive.

OVERTIME.

5. (a) The following rates shall be paid for all work done :—

- | | | |
|--|---|---|
| (i) Outside the times of beginning and ending work in any one day
(ii) Within the times of beginning and ending work in excess of 40 hours in any week
(iii) On Saturday | } | Time and a half for the first three hours and double time thereafter. |
|--|---|---|

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

MEAL MONEY.

6. An employee required to work overtime for any period in excess of two hours after the usual hour of ceasing duty or after 6 p.m., whichever is the earlier, shall be supplied with an adequate meal from the employer's canteen or paid a meal money allowance of 5s.

Provided that when any employee is notified the previous day of the intention to work overtime and overtime is not worked he shall be entitled to the appropriate meal allowance as herein provided.

TERMS OF EMPLOYMENT.

7. (a) All employees shall be engaged by the week, and shall be paid weekly. A week's notice shall be given by the employer or employee to determine employment, or, in lieu of such notice, a week's wages shall be paid or forfeited, as the case may be. Such notice shall be given at the end of a working week, but an employee may be dismissed summarily for dishonesty, misconduct, neglect of duty, or for absence from work without reasonable cause, and in the event of such dismissal the employee shall be paid only for the time actually worked. All time of absence from work shall be deducted from the employee's wages, except absence on the holidays hereinafter mentioned and except absence without deduction of pay in accordance with clause 10.

(b) Notwithstanding the provisions of sub-clause (a) hereof the employer may deduct payment for any time during which the employee cannot be usefully employed because of any strike, or any other cause for which the employer cannot reasonably be held responsible; but any such employee shall be entitled to payment for any of the holidays named in clause 8 which occur during such period.

(c) Where an employee is stood down under the provisions of sub-clause (b) hereof, the time lost to the employee shall not affect the continuity of employment.

HOLIDAYS.

8. All employees shall be entitled to the holidays hereinafter mentioned without deduction of pay:—New Year's Day, Australia Day, Union Picnic Day, Labour Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Melbourne Cup 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. Provided that any employee absenting himself or herself from work without reasonable excuse or without permission of the employer for any portion of the working day proceeding or following a holiday provided for in this clause, shall not be entitled to payment for such holiday.

ANNUAL HOLIDAY.

9. (a) The annual holiday shall be as prescribed by the provisions of the Labour and Industry Acts.

(b) In addition to the annual holidays prescribed in sub-clause (a) hereof, 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 annual holidays prescribed in sub-clause (a) hereof increased by half a day for each month he is continuously engaged as aforesaid.

SICK LEAVE.

10. (a) Any employee who, having had at least three months' service with the same employer, is absent from duty as a result of personal ill health or accident shall be entitled to sick pay as follows:—

(i) During the first year—3½ hours' ordinary pay for each complete month of service;

(ii) During any subsequent year of service—40 hours' ordinary pay.

Provided that in either case such employee produces or forwards within 48 hours of the commencement of such absence evidence satisfactory to the employer that his or her non-attendance was due to personal ill health or accident necessitating such absence.

(b) If the full period of sick leave, as prescribed above is not taken in any year such portion as is not taken shall, provided an employee remains in the service of the one employer, or any successor of such employer, be cumulative from year to year. For the purposes of this sub-clause, service prior to the 1st June, 1948, shall be disregarded.

DEFINITION OF FOREMAN.

11. Where three or more adults are employed in any department of a warehouse, one shall be deemed to be a foreman and entitled to the rate prescribed for such a foreman.

MEAL INTERVAL.

12. No employees shall be required to work for a longer period than five hours without an interval of at least half an hour for a meal.

SPECIAL RATES.

13. All work done on Sundays, New Year's Day, Australia Day, Easter Monday, Good Friday, Labour Day, Queen's Birthday, Melbourne Cup Day, Christmas Day, and Boxing Day shall be paid for at the rate of double time, but if any other day be by Act of Parliament or Proclamation substituted for any of the above holidays, the special rates shall be payable only for the days so substituted.

SHIFT WORK.

14. By mutual agreement between an employer and his employees shifts may be worked subject to the following conditions:—

(a) The rates of pay for shift workers shall be:—

(i) On afternoon shift, 7½ per cent. in excess of ordinary rates.

(ii) On night shift, 10 per cent. in excess of ordinary rates.

(b) Overtime shall be paid at the rate of time and a half for all time worked in excess of 8 hours per shift in any week in which six or more shifts are worked and in excess of 8 hours 48 minutes per shift in any week in which less than six shifts are worked.

(c) Shift workers who work on any afternoon or night shift which does not continue for at least five successive afternoon 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.

(d) For the purposes of this clause "afternoon shift" means any shift finishing after 6 p.m. and at or before midnight and "night shift" means any shift worked wholly or partly between midnight and 7.30 a.m.

PROTECTIVE CLOTHING.

15. (a) Waterproof boots and protective clothing shall be provided by the employer when employees are required to work in wet places, and when employees are employed in a room where powders are being mixed or employed in the handling of acids or other materials injurious to clothing they shall be provided with overalls or dust coats, whichever is the most suitable.

(b) Not more than two sets of overalls or other protective clothing per year shall be supplied by the employer, when necessary, free of cost to the employee.

(c) Persons employed in sterile areas shall be supplied with overalls which shall be laundered by the employer, free of cost to the employee.

(d) Waterproof boots, protective clothing and overalls as provided in this clause shall remain the property of the employer.

REST PERIOD.

16. A rest period of ten minutes shall be allowed all employees in the forenoon, such period to count as time worked.

PAYMENT OF WAGES.

17. Wages shall be paid, in the employer's time, not later than Thursday in each week.

RIGHT OF ENTRY OF UNION OFFICIAL.

18. A duly accredited representative of the Federated Storemen and Packers' Union of Australia shall have the right to enter employers' establishments during the midday meal hour for the purposes of interviewing employees on legitimate Union business on the following conditions:—

(a) That he produces his authority to the employer or his representative.

(b) That he interviews employees only at the place where they are taking their meal.

(c) That not more than one representative in all be in any establishment at any one time.

(d) That no one representative visit an establishment more than once a fortnight.

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

FIRST-AID OUTFITS.

19. In each place 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, consisting of the following articles:—

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

WASHING FACILITIES AND HOT WATER.

20. Suitable washing facilities, together with hot water at meal times shall be supplied for the use of employees.

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

J. V. WILLOX, Secretary.

Melbourne, 11th April, 1957.



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THURSDAY, MAY 16.

[1957

Labour and Industry Acts

DETERMINATION OF THE PORT PHILLIP SEAMEN'S BOARD.

NOTE.—The area or locality within which the Determination of such Wages Board shall be operative shall be Port Phillip Bay, Hobson's Bay, Corio Bay, the Port of Melbourne, the Port of Geelong, and the Geelong Harbor.

[N accordance with the provisions of the *Labour and Industry Acts*, the Wages Board which has the power to determine the lowest prices or rates which may be paid to any person or persons or classes of persons "employed as seamen in vessels working exclusively in and around Port Phillip Bay" has made the following Determination namely:—

That as from the beginning of the first pay period to commence on or after the 22nd March, 1957, the last previous Determination of this Board shall be revoked and replaced by this Determination.

PART I.

This Part applies to employees on Tug Boats including employees on craft controlled by the Melbourne Harbor Trust and the Geelong Harbor Trust which are generally engaged for 50 per cent. or more of their working time at commercial towing.

1. (a)

WAGES PER WEEK.

(Based on a Basic Wage of £13 3s. 0d. per week).

	£ s. d.
Fireman	15 9 6
A.B.	14 19 6

(b) Any person working inside a boiler or furnace, cleaning inside the casing of internal combustion engines, cleaning inside oil tanks in motor vessels, cleaning tubes, uptakes, or smokeboxes where doors have to be opened, or cleaning bilges—2s. 6d. per hour in addition to any other ordinary or overtime rate payable.

ORDINARY HOURS OF WORK.

2. The ordinary hours for a week's work shall be 40.

DAILY HOURS.

3. (a) The ordinary hours shall not exceed eight consecutive hours in any day, exclusive of meal times, to be worked between the hours of:—

	Between the 1st September and the following 31st March.		Between the 1st April and the 31st August.	
	Time of Beginning.	Time of Ending.	Time of Beginning.	Time of Ending.
Monday to Friday	6 a.m.	6 p.m.	7 a.m.	5 p.m.

(b) (i) An employee shall not be recalled to work until he has had a break of not less than three hours, unless he is paid for the period of the break at the appropriate wage rate. Provided that any idle time before 4 p.m. shall not count on the days Monday to Friday (inclusive), in calculating the period of such break.

(ii) On Saturdays, Sundays, and Public Holidays any break of less than three hours shall be counted as time worked.

OVERTIME.

4. (a) Overtime shall be paid as follows :—Within the spread of hours as prescribed in clause 3 of this Part in excess of 40 hours per week—time and a half. Outside such spread of hours—time and a half for the first four hours and double time thereafter.

For the purpose of assessing overtime outside the spread of hours any work done prior to the time of beginning, and after the time of ending work, as prescribed in clause 3 of this Part, on any day shall be cumulative. Work done on a Saturday shall be paid for at the rate of time and a half for the first four hours and double time thereafter with minimum payment as for four hours' work at the overtime rate.

(b) When excess duty is performed otherwise than in a consecutive extension before or after ordinary duty for the day the employee shall be entitled to a minimum payment as for three hours for each resumption provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full three hours if the nominated work he was recalled to perform is completed within a shorter period, but if the employee has to resume duty on more than two occasions during the hours between the usual finishing and commencing times he shall be entitled to payment for the whole of the time from the commencement of the first to the termination of the last resumption.

(c) In computing time worked or occupied each half hour or portion thereof, from the beginning of the time worked or occupied, shall be reckoned as a half hour.

SPECIAL CONDITIONS AS REGARDS EXCESSIVE OVERTIME.

4A. An employee who has done continuous duty for 24 hours shall not be required to do further duty on the tug until he has had, for the purpose of rest, a period of eight consecutive hours off duty exclusive of any meal time, provided that continuity of duty shall for the purpose of this clause be deemed to have been maintained despite the occurrence of meal times or of the employee being off duty during any period of not more than four hours including one of such meal times during the 24 hours in question.

Provided further that for each hour worked during the eight hours rest period aforesaid the employee shall be paid overtime at the rate of double time in addition to any other ordinary or overtime payment.

RAISING STEAM AND BANKING FIRES.

5. (a) Firemen shall be deemed to be occupied for one and a half hours raising steam on large tugs and for one hour on small tugs.

(b) When a tug is returning from a job and fires are banked presumably for the night and the tug is immediately ordered out on another job, *ds. extra* shall be paid to the fireman for breaking the bank.

MEAL HOURS.

(Exclusive of working time.)

6. (a) Meal breaks of one hour each shall be allowed as follow :—

Breakfast between 8 a.m. and 10 a.m.

Dinner between noon and 2 p.m.

(b) Where a meal break is not permitted within the prescribed hours one hour's payment at double time shall be paid, and a break shall be allowed for a meal as soon as practicable.

An employee shall not be compelled to work for more than five hours without a break for a meal.

(c) Where a tug is tied up to a wharf immediately prior to a meal hour it shall remain alongside the wharf until the completion of such meal hour and an employee shall be entitled to leave the tug for the duration of the meal hour.

HOLIDAY AND SUNDAY WORK.

7. (a) A full week's wages shall be paid for any week in which the following holidays occur or are observed notwithstanding such holidays are not worked :—

New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Melbourne Cup Day, Christmas Day, and Boxing Day, or such other day or days as by law or otherwise are observed in lieu of any of the said days. Provided that for persons employed by the Geelong Harbor Trust Geelong Cup Day shall be observed as a holiday in lieu of Melbourne Cup Day.

(b) For work done on a tug boat on a Sunday or any of the holidays herein prescribed an employee shall be paid double time with a minimum payment as for four hours at such penal rate for each period of duty provided that where he is subjected to more than two call-outs in any day he shall be so paid for the whole time from the first commencement till the final termination of the work.

ANNUAL LEAVE.

8. (a) An employee who has served his employer continuously for a period of one year shall be allowed 21 consecutive days' holiday on full pay.

(b) For each holiday prescribed in clause 7 of this Part falling within the employee's annual leave another day shall be added to such leave.

(c) An employee shall be paid all ordinary wages due to him, plus payment at ordinary rates for the holiday period, before going on leave.

(d) Any employee who leaves his employment, or whose employment is terminated before the completion of any twelve monthly qualifying period shall for each completed month of service receive payment in lieu of annual leave consisting of $\frac{1}{12}$ of three weeks' ordinary pay.

SICK LEAVE.

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

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

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

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

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

For the purpose of administering paragraph (iv) of this sub-clause an employer may, within 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.

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.

WAITING FOR ORDERS.

10. If a tug boat employee is required or caused by his employer to wait at a time mutually agreed upon between the employer and employee, or attend in his own time at any other place than his home to receive any direction or instruction as to the time, locality, or nature of the work to be done for the employer by the tug in which he is employed, he shall be paid as for a minimum of two hours' overtime at the rate of time and a half for a Saturday, a Sunday, or any holiday prescribed in clause 7 hereof, and as for a minimum of one hour's overtime at the rate of time and a half for any other day for each such instruction or direction. This clause shall not apply to employees of the Geelong Harbor Trust.

ENGAGEMENT OF STANDBYS.

10A. One A.B. and one Fireman may be engaged at the last pick-up for the week to act in each case as a "Standby" for all tugs operating from the Port of Melbourne until 9 a.m. on the next pick-up day. Each man shall be entitled to a payment of £1 12s. 6d. for each day he is so required to stand by.

TRAVELLING TIME AND EXPENSES.

11. (a) Where an employee is required to join or leave a tug at a place other than his port of engagement he shall be allowed second class fares and reasonable out-of-pocket expenses in addition to his ordinary wages.

(b) When an employee, who, in the ordinary course of his employment, begins and finishes his work for the day at a particular time and place, is required to begin and/or finish work for the day at a place other than from that particular time and place, he shall be paid any reasonable extra travelling expenses and also at the overtime rate for any extra time thereby occasioned beyond his ordinary travelling expense and time.

TRIMMING COAL IN BUNKERS.

12. (a) When coal trimming is necessary when a tug is steaming an extra trimmer shall be engaged to perform this work.
(b) Members of crews are not to participate in bunkering operations when coal trimmers are available. If crews are called upon to perform bunkering operations they shall be paid coal trimmers' rates in addition to their ordinary rates.

COMPENSATION FOR LOSS OF PERSONAL EFFECTS.

13. If an employee should sustain damage or loss of his personal effects or equipment by fire, explosion, foundering, shipwreck, collision, stranding, or by any other cause whatsoever not attributable to the employee's neglect, the employer shall compensate him for such damage or loss by a cash equivalent to the value thereof, to a maximum of £80.

CLEANING AND FUMIGATION.

14. (a) The quarters of employees shall be thoroughly fumigated and cleaned and painted at least once every year, and the date of the last fumigating and painting shall be stencilled or painted in the quarters.

(b) Employees shall be given one clear day's notice before fumigation starts, and all bedding, clothing, &c., shall be loosened up and fumigated while in quarters.

(c) Employees shall not be called upon to occupy the quarters until the fumigation officer has certified they can safely do so.

ACCOMMODATION.

15. (a) Employees who, by the nature of their employment, are required to sleep on board shall be supplied by the employer with bedding consisting of a mattress and cover, pillowslips, sheets, a well-filled pillow, two blankets (a third blanket to be supplied in cold weather), towels, toilet soap, crockery, and cutlery. The mattress and pillow shall be of flax or other fibre, but not of straw or tow.

(b) Pillow covers, sheets, and towels shall be changed weekly, mattress cover monthly, and blankets once in each four months. Mattresses shall be thoroughly renovated once every six months.

(c) In the event of the failure by an employee to return in good order, reasonable wear and tear excepted, any of the bedding or towels issued to him, the employer, on the termination of his employment, shall deduct from any moneys due to the employee 75 per cent. of the cost of the articles not so returned.

PROTECTIVE CLOTHING.

15A. This shall be issued in the same terms and conditions as those set out in the Seamens Award 1955, and any amendments that may be made thereto from time to time.

EXISTING CUSTOMS AND PRACTICES.

16. Except in so far as altered expressly or by necessary implication this Determination is made on the understanding that all existing privileges and conditions shall continue.

WORKING CARGO.

17. Tug boat employees shall, in addition to their ordinary wage, be paid the difference between their own and Waterside Workers' rates when handling cargo.

MEDICINE CHESTS.

18. A medicine chest complying with the provisions of Scale D of the Scales of Medicine and Medical Stores, prescribed in accordance with Section 124 of the *Commonwealth Navigation Act 1912-1933*, shall be placed aboard each vessel.

ENGAGEMENT AND DISMISSAL.

19. (a) All employees shall be engaged through the recognized place of engagement for all seamen.

(b) Subject to sub-clause (c) hereof the engagement of all employees shall be by the week, and one week's notice shall be given by either side to terminate employment excepting in cases which justify summary dismissal. Any employee leaving his employment without giving such notice shall forfeit one week's pay.

(c) Employees may be engaged by the day to fill the places of weekly employees temporarily absent.

If an employee is engaged for less than fourteen consecutive working days he shall be paid at the appropriate rate prescribed in clause 1 of this Part with an addition of 50 per cent.

DEFINITION.

20. "Tug," means a vessel engaged in towing steam or sailing vessels or barges, lighters, punts, or other craft or floating material, or attending such vessels for towing on arrival or departure.

STOP WORK MEETING.

21. A stop work meeting may be held every second calendar month on Wednesday, Thursday, or Friday of the week in which the general stop work meeting for interstate seamen is held, the actual date and time of such meeting to be arranged by employers and notified to the Seamens Union the previous day. No additional stop work meetings shall be held unless authorized by the employers.

The stop work meeting shall be of not more than two hours' duration for which no deduction of wages shall be made.

PART II.

This Part applies to employees on Pilot Ships.

SECTION A.

WAGES PER WEEK.

1. (Based on a Basic Wage of £13 3s. 0d. per week.)

	Ordinary Wage.	Sea-Going Allowance.	Total Wage.
	£ s. d.	£ s. d.	£ s. d.
Firemen	14 12 9	1 17 0	16 9 9
A.B.	13 13 6	1 17 0	15 10 6

HOURS OF WORK.

2. Subject to sub-clauses (a) and (b) hereof the ordinary hours for a week's work shall be 40.

(a) Any time worked in excess of such 40 on an outside ship shall be compensated for as follows:—

- (i) Sixteen consecutive hours off duty on the Thursday and Friday, or the Monday and Tuesday next following such period of duty. Time occupied in travelling to or from a ship is not to count as time off duty;
- (ii) Payment at overtime rates for any excess worked over and above 56 hours of duty (i.e., payment shall be made for all work done in excess of 40 hours plus the 16 compensated for in accordance with the provisions of (i) hereof.);
- (iii) Notwithstanding the provisions of Placitum (i) hereof, if an employee is required to perform outside duty for two successive weeks he shall, within the next two successive weeks, receive the hours of duty that he is entitled to under the said Placitum (i), plus an additional sixteen hours (i.e. an additional eight hours for each week of outside duty.)

(b) Any time worked, other than on an outside ship, in excess of 40 hours in any week shall be paid for at overtime rates.

DAILY SPREAD OF HOURS.

3. (a) In port the ordinary hours shall be worked between 7 a.m. and 5 p.m.

(b) At sea the ordinary hours shall be worked in watches of four hours on duty with intervals of four hours off duty.

OVERTIME.

4. (a) All time worked in excess of or outside the hours as prescribed in clauses 2 or 3 of this Part shall be paid for at the rate of time and a half. Provided that if such excess duty "in port" has already extended for at least four hours the employee shall be entitled to payment at the rate of double time in respect of the continuance of such excess duty beyond such four hours.

(b) Overtime "in port" shall be calculated on the ordinary wage, and "at sea" on the total wage, as prescribed in clause 1 of this Part.

RAISING STEAM AND BANKING FIRES.

5. Firemen shall be allowed two hours' payment at the appropriate rate for raising steam and three hours' payment at such rate for the purpose of cleaning the boiler tubes.

MEAL HOURS.

(Exclusive of working time.)

Pilot Ship employees "in port".

6. (a) Meal breaks of one hour each shall be allowed as follow:—

Breakfast between 8 a.m. and 9 a.m.

Dinner between noon and 2 p.m.

Tea between 5 p.m. and 7 p.m.

Supper between 11 p.m. and 1 a.m.

(b) 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 more than five hours without a break for a meal.

(c) When a pilot ship is "in port" and an employee is required to be on duty he shall be entitled to meals on board. The employer shall arrange for the cooking of such meals on the day or shall, instead of providing the meals, pay an allowance of 4s. 6d. for breakfast, 5s. 6d. for lunch and 7s. for the evening meal to the employee.

HOLIDAY AND SUNDAY WORK.

7. (a) A full week's wages shall be paid for any week in which the following holidays occur or are observed notwithstanding such holidays are not worked:—

New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Melbourne Cup Day, Christmas Day, and Boxing Day, or such other day or days as by law or otherwise are observed in lieu of any of the said days.

(b) A pilot ship employee "at sea" on any of the days herein prescribed shall be paid an extra day's pay.

(c) For work done on a pilot ship "in port" on a Sudday or any of the holidays herein prescribed an employee shall be paid double time with a minimum payment as for four hours at such penal rate.

ANNUAL LEAVE.

8. (a) An employee who has served his employer continuously for a period of one year shall be allowed 21 consecutive days' holiday on full pay.

(b) For each holiday prescribed in clause 7 of this Part falling within the employee's annual leave another day shall be added to such leave.

(c) An employee shall be paid all ordinary wages due to him, plus payment at ordinary rates for the holiday period, before going on leave.

(d) Any employee who leaves his employment, or whose employment is terminated before the completion of any twelve monthly qualifying period shall for each completed month of service receive payment in lieu of annual leave consisting of $\frac{2}{11}$ of three weeks' ordinary pay.

SICK LEAVE.

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

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

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

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

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

For the purpose of administering paragraph (iv) of this sub-clause an employer may, within 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.

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.

TRAVELLING TIME AND EXPENSES.

10. Where transport is not provided an employee shall be allowed a second class fare from Queenscliff to Melbourne and return for the purpose of taking accumulated leave, or from Melbourne to Queenscliff when required to travel to start work.

TRIMMING COAL IN BUNKERS.

11. (a) Any member of a Pilot Ship crew, on watch and required to trim coal, shall be paid one hour's overtime per day whilst so engaged.

(b) Except as provided in sub-clause (a) hereof members of crews are not to participate in bunkering operations when coal trimmers are available. If crews are called upon to perform bunkering operations they shall be paid coal trimmers' rates in addition to their ordinary rates.

COMPENSATION FOR LOSS OF PERSONAL EFFECTS.

12. If an employee should sustain damage or loss of his personal effects or equipment by fire, explosion, foundering, shipwreck, collision, stranding, or by any other cause whatsoever not attributable to the employee's neglect, the employer shall compensate him for such damage or loss by a cash equivalent to the value thereof, to a maximum of £60.

CLEANING AND FUMIGATION.

13. (a) The quarters of employees shall be thoroughly fumigated and cleaned and painted at least once every year, and the date of the last fumigating and painting shall be stencilled or painted in the quarters.

(b) Employees shall be given one clear day's notice before fumigation starts, and all bedding, clothing, &c., shall be loosened up and fumigated while in quarters.

(c) Employees shall not be called upon to occupy the quarters until the fumigation officer has certified they can safely do so.

ACCOMMODATION.

14. (a) Employees who, by the nature of their employment, are required to sleep on board shall be supplied by the employer with bedding consisting of a mattress and cover, pillowslips, sheets, a well-filled pillow, two blankets (a third blanket to be supplied in cold weather), towels, toilet soap, crockery, and cutlery. The mattress and pillow shall be of flax or other fibre, but not of straw or tow.

(b) Pillow covers, sheets, and towels shall be changed weekly, mattress cover monthly, and blankets once in each four months. Mattresses shall be thoroughly renovated once every six months.

(c) In the event of the failure by an employee to return in good order, reasonable wear and tear excepted, any of the bedding or towels issued to him, the employer, on the termination of his employment, shall deduct from any moneys due to the employee 75 per cent of the cost of the articles not so returned.

EXISTING CUSTOMS AND PRACTICES.

15. Except in so far as altered expressly or by necessary implication this Determination is made on the understanding that all existing privileges and conditions shall continue.

MEDICINE CHESTS.

16. A medicine chest complying with the provisions of Scale D of the Scales of Medicine and Medical Stores, prescribed in accordance with Section 124 of the *Commonwealth Navigation Act 1912-1933*, shall be placed aboard each vessel.

ENGAGEMENT AND DISMISSAL.

17. (a) All employees shall be engaged through the recognized place of engagement for all seamen.
 (b) Subject to sub-clause (c) hereof the engagement of all employees shall be by the week, and one week's notice shall be given by either side to terminate employment excepting in cases which justify summary dismissal. An employee leaving his employment without giving such notice shall forfeit one week's pay.
 (c) Employees may be engaged by the day to fill the places of weekly employees temporarily absent.
 If an employee is engaged for less than 14 consecutive working days he shall be paid at the appropriate rate prescribed in clause 1 of this Part with an addition of 25 per cent.

LIFE JACKET.

18. Each member of the crew in a working boat shall wear a life jacket.

PROTECTIVE CLOTHING.

19. All A.B's shall be supplied with hard weather suits and boots plus sou-westers. Greasers shall be supplied with gloves, rubber gloves for acid bath, and light protected toe-cap boots.

DEFINITIONS.

20. "Pilot Ship" means any vessel employed in the duty of placing on board or taking off Pilots of the Port Phillip Pilot Service.
 "Home Port" means the port of engagement of employees.
 "At Sea" means when proceeding from Queenscliff to Melbourne, or from Melbourne to Queenscliff, and on outside stations.
 "In Port" means anchored at the inside station Queenscliff, or moored at Williamstown or other wharfs.

SECTION B.

The following conditions shall apply on the motor vessel "Wyuna".
 In any case or cases where the conditions contained herein are at variance with those prescribed in Section A hereof they shall be in lieu of and supercede such last mentioned conditions. In all other cases the conditions prescribed in Section A shall also apply to work done in connexion with the "Wyuna".

1. **WAGES PER WEEK.**
 (Based on a Basic wage of £13 3s. 0d. per week)

	£	s.	d.
A.B. (including a boating allowance of £1)	16	19	0
Motorman	16	9	0

Wipers are to be classified as motormen and shall receive a special margin of 10s. per week to compensate for maintenance work.

2. **SUSTENANCE ALLOWANCE.**
 An amount of £5 per week shall be paid as a sustenance allowance for the week that the seamen are taking their week off.

Working Conditions and Manning.

The manning for the deck department shall be 7 able seamen
 The manning for the engine room shall be 2 motormen
 If an A.B. acts as Boatswain he will be paid an additional 5s. per week.
 There will be two complete crews as above making a total of fourteen able Seamen and four motormen.

Outside Duties.

The A.B's will work as follows.—Four men will be boatmen working watch and watch. One man will be known as the swinger. He will work with the day man from 1 p.m. to 5 p.m., and attend to the lowering and hoisting of boats at all times. The sixth A.B. will be a day man in charge of stores and engaged in maintenance work, Monday to Saturday (inclusive). The seventh man will be Crew Attendant solely employed cleaning accommodation until 1 p.m. After the luncheon hour he will work until 4 p.m. on deck with the day man. At 4 p.m. the attendant will draw stores and prepare for the evening meal. The crew attendant will be responsible for the cleaning of the messroom, recreation room, W.C.'s, bathrooms and laundry. The cleaning of the between deck working alleyways and entrance steps shall be the responsibility of the deck department. Each employee covered by this Determination is expected to look after his own personal room.

Motormen will work as follows.—To work in the engine room on six hour watches and to be occupied by wiping, cleaning and maintenance work with the engineers.

Time of starting shift and finishing.—All crew members will commence their week of duty at 7.30 a.m. on Monday when they join the bus to travel to Queenscliff and will terminate that week on return to Melbourne the following Monday. They will receive their pay on arrival, bank holidays excepted at the Paymaster's Office and be available for rejoining bus at 7.30 a.m. the following Monday. Any member for any reason whatever, who is unable to join the bus should notify the Pilot Office at as early a date as possible and thus allow a substitute to be engaged.

Where a pilot steamer stays outside after 10 a.m. on Mondays thus causing a late relief the crew then on duty shall be paid an extra day's pay as compensation for late relief.

Crew members on duty watch shall remain on board until relieved.

Overtime.

The overtime clause in the present agreement to include that the necessity for crew members to work four and six hour watches alternately entitles them to a minimum of overtime as follows:—

A.B's	26	hours
Swinger	36	hours
Motormen	28	hours

Any overtime in excess of the above to be paid for at normal overtime rate (Time and a half).

The daily spread of hours clause to have included the following.—Day men and Crew Attendants to work a ten hour day, Monday to Saturday (inclusive).

Week on Duty.

Work for this station will commence at 7.30 a.m. on Monday when men join the bus to travel to Queenscliff and no leave will be granted during the week on duty.

Week off Duty.

Time off will commence on return to Melbourne. Wages to be continuous.

PART III.

This Part applies to employees on craft controlled by the Melbourne Harbour Trust, or on any other craft engaged in dredging operations, except on craft controlled by The Geelong Harbour Trust.

Provided that any employee on any craft which is generally engaged for 50 per cent. or more of its working time at commercial towing shall be covered by the provisions of Part I. of this Determination.

WAGES PER WEEK.

1. (a) *Day workers* :— (Based on a Basic Wage of £13 3s. 0d.).

	£	s.	d.
A.B.	14	14	0
Deck Hand	14	5	0
Fireman	15	8	0
Greaser	15	10	6
Winchman	15	2	0
Coal Gang Hand	14	14	0
Diver	19	7	0

Provided that any employee on a craft which is regularly engaged for less than 50 per cent. of its working time at commercial towing shall be paid at the appropriate rate prescribed in Part I. of this Determination, with a minimum payment for two hours on any day whilst so employed.

(b) A diver's assistant shall be paid, whilst engaged as such, at the rate prescribed for an A.B. plus an allowance at the rate of £1 per week.

(c) Any person working inside a boiler or furnace, cleaning inside the casing of internal combustion engines, cleaning inside oil tanks in motor vessels, cleaning tubes, uptakes, or smokeboxes where doors have to be opened, or cleaning bilges—1s. 6d. per hour in addition to any other ordinary or overtime rate payable.

(d) A coal gang hand shall receive the following additional allowances :—

(i) 4d. per hour during actual coaling operations ;

(ii) 9d. per hour, to be computed to the nearest half hour, when handling coal in bunkers of vessels.

(e) *Shift Workers*—A shift worker, irrespective of the shift on which he may be employed, shall be paid the appropriate rate prescribed in sub-clause (a) hereof plus 6 per cent. calculated to the nearest shilling. For the purposes of this Part of the Determination a shift worker shall be deemed to be an employee who is ordinarily required to commence work before 7.25 a.m., or to finish after 4.25 p.m.

EMPLOYEES TEMPORARILY TRANSFERRED FROM DAY WORK TO SHIFT WORK, OR FROM SHIFT WORK TO DAY WORK.

2. (a) An employee transferred from day work to shift work for less than five consecutive days shall be paid at the rate of time and a half for each shift.

(b) An employee transferred temporarily from shift work to day work shall for the first two weeks at such temporary work be paid at the rate prescribed for his ordinary work as a shift worker.

(c) After the first hour of a shift an employee is not to be moved or transferred from one craft to another except in the case of sickness or accident occurring during a shift.

CALL OUTS FOR DIVER.

3. A diver shall be paid for all "Call outs" at the rate of double time, with a minimum payment as for four hours' work at such penal rate.

LIMITATION ON DIPS, ETC.

4. (a) Where a Diver is required to do more than six dips in any week he shall be paid 8s. 6d. extra for each additional dip in such week. In computing the number of dips three hours shall be deemed to be the maximum duration of a dip, provided that where the duration of a dip exceeds three hours, such excess shall be deemed to be a second dip if work then ceases for the day, but if the diver is required to do any further diving work on that day the excess shall count towards the three-hour maximum for the next dip on that day.

(b) A Diver shall not be required to dive for more than six hours on any one day.

MIXED FUNCTIONS.

5. An employee required to do work for which a higher rate of wage is payable than that for the work on which he is ordinarily engaged, shall be paid at such higher rate for all work done on such day.

ORDINARY HOURS OF WORK.

6. (a) The ordinary hours for a week's work shall be 40.

(b) The ordinary hours for a day worker shall be worked between the hours of 7.25 a.m. and 4.25 p.m.

Provided that the spread of hours may be varied on any job by mutual agreement between an employer and the majority of the employees on the job.

(c) The ordinary hours for all employees shall not exceed eight hours on any day Monday to Friday inclusive.

OVERTIME.

7. (a) Overtime shall be paid as follows :—

Within the spread of hours as prescribed in clause 6 of this Part in excess of 40 hours per week—time and a half. Outside such spread of hours—time and a half for the first four hours and double time thereafter.

(b) Where a dayworker is required to work overtime in excess of two hours on any day beyond the usual time for ending work he shall be permitted to take one hour off for a meal at a time to be mutually agreed upon and either be provided with a hot meal or receive an allowance of five shillings in lieu thereof.

AVOIDANCE OF PHYSICAL EXHAUSTION.

8. An employee who has done continuous duty for 24 hours shall not be required to do further duty on the tug or vessel until he has had, for the purpose of rest, a period of eight consecutive hours off duty exclusive of any meal time; provided that continuity of duty shall for the purpose of this clause be deemed to have been maintained despite the occurrence of meal times or of the employee being off duty during any period of not more than four hours including one such meal time during the 24 hours in question.

Provided that in the event of unforeseen circumstances beyond the control of the employer, all time worked in excess of the period herein mentioned shall be paid for at the rate of double time, and such double time shall continue until the employee has had at least eight hours off for rest.

TRAVELLING EXPENSES.

9. Where an employee is required to join or leave a vessel at a place other than his port of engagement he shall be allowed a second-class fare and a sustenance allowance of 5s. per meal in addition to his ordinary wages.

RELIEF BOAT AND TRAVELLING TIME.

10. No. 1 Wharf, Spencer-street, Melbourne, shall be the picking up point for all plant working between such point and No. 6 Wharf, Yarraville, including the Docks, and Ann Street Pier, Williamstown shall be the picking up point for all plant working elsewhere.

A fully covered launch with seating accommodation shall be provided for this work.

All travelling time is to be paid for at the ordinary rate, except that where the time taken to travel in overtime hours is ten minutes more than would normally be taken, such excess over ten minutes shall be paid for at time and a half.

MEAL HOURS.

(a) Dayworkers.

11. Dayworkers shall be allowed a meal break of not less than one hour between noon and 1 p.m., provided that if owing to the exigencies of the work in hand, such meal break is not given between such hours, such dayworkers shall be paid at the rate of time and a half for all work done between noon and the time when the meal break commences. Provided further that if the period of the deferment of the meal exceeds one hour double time shall be paid for all work done during such excess deferment. Notwithstanding anything contained in this clause no dayworker shall be required to work more than five hours without a break of one hour for a meal.

(b) Shift Workers.

Thirty minutes shall be allowed for crib, but no employee shall be required to work more than four hours without a break for a meal.

No reduction of wages shall take place in lieu of time taken off for a meal.

PICK-UP PLACE.

12. All employees shall be engaged in accordance with the requirements of the Commonwealth Seamen's selection shed under the control of the Commonwealth Inspector of Seamen.

ENGAGEMENT.

13. All employment shall be by the week determinable only by a week's notice from either employer or employee unless the amount of a week's wages be paid or allowed in lieu of such notice.

Provided that, notwithstanding anything herein contained, the employer may for misconduct dispense with an employee anywhere and at any time without such notice or payment.

Provided further that the employer may deduct payment for any day on which an employee cannot be usefully employed because of—

- (a) any strike;
- (b) any breakdown of machinery;
- (c) any stoppage of work unavoidable by the employer.

An employee dispensed with for misconduct shall be entitled to payment of wages in respect of and proportionate to the time up to the dispensation but no more.

HOLIDAY AND SUNDAY WORK.

14. (a) A full week's wages shall be paid for any week in which the following holidays occur or are observed notwithstanding such holidays are not worked:—

New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Melbourne Cup Day, Christmas Day, and Boxing Day, or such other day or days as by law or otherwise are observed in lieu of any of the said days.

(b) Double time shall be paid for all work done on a Sunday or any of the holidays prescribed in sub-clause (a) hereof with a minimum of four hours of such pay for each period of duty.

(c) No weekly employee who has, without the consent of his employer and without reasonable cause, absented himself from his employment on the day before or the day after a holiday shall be free from deduction of pay in respect of such holiday.

SICK LEAVE.

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

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

For the purpose of administering paragraph (iv) of this sub-clause an employer may, within 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.

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.

16. (a) *Shift Workers* :—

- (i) An employee who has served his employer continuously for a period of one year shall be allowed 21 consecutive days' holiday on full pay.
- (ii) For each holiday prescribed in clause 14 of this Part falling within the employee's annual leave another day shall be added to such leave.
- (iii) An employee shall be paid all ordinary wages due to him, plus payment at ordinary rates for the holiday period, before going on leave.
- (iv) Any employee who leaves his employment, or whose employment is terminated before the completion of any twelve monthly qualifying period shall for each completed month of service receive payment in lieu of annual leave consisting of $\frac{1}{12}$ of three weeks' ordinary pay.

(b) *Day Workers*.—The annual holiday shall be as prescribed by the provisions of the Labour and Industry Acts.

(c) *Mixed Work*.—An employee who during the course of a year has been employed both as a shift worker and a day worker shall be granted annual holidays on a *pro rata* basis as follows :—

- 10 hours for each completed month as a shift worker, and
- $6\frac{1}{2}$ hours for each completed month as a day worker.

(d) *Notice of Annual Leave*.—Employees are to be given two weeks' notice before being required to take annual leave.

COMPENSATION FOR LOSS OF PERSONAL EFFECTS.

17. If an employee should sustain damage or loss of his personal effects or equipment by fire, explosion, foundering, shipwreck, collision, stranding, or by any other cause whatsoever not attributable to the employee's neglect, the employer shall compensate him for such damage or loss by a cash equivalent to the value thereof, to a maximum of £50.

CLEANING AND FUMIGATION.

18. (a) The quarters of employees shall be thoroughly fumigated and cleaned and painted at least once every year, and the date of the last fumigating and painting shall be stencilled or painted in the quarters.

(b) Employees shall be given one clear day's notice before fumigation starts, and all bedding, clothing, &c., shall be loosened up and fumigated while in quarters.

(c) Employees shall not be called upon to occupy the quarters until the fumigation officer has certified they can safely do so.

ACCOMMODATION.

19. (a) Employees who, by the nature of their employment, are required to sleep on board shall be supplied by the employer with bedding consisting of a mattress and cover, pillows, sheets, a well-filled pillow, two blankets (a third blanket to be supplied in cold weather), towels, toilet soap, crockery, and cutlery. The mattress and pillow shall be of flax or other fibre, but not of straw or tow.

(b) Pillow covers, sheets, and towels shall be changed weekly, mattress cover monthly, and blankets once in each four months. Mattresses shall be thoroughly renovated once every six months.

(c) In the event of the failure by an employee to return in good order, reasonable wear and tear excepted, any of the bedding or towels issued to him, the employer, on the termination of his employment, shall deduct from any moneys due to the employee 75 per cent. of the cost of the articles not so returned.

EXISTING CUSTOMS AND PRACTICES.

20. Except in so far as altered expressly or by necessary implication this Determination is made on the understanding that all existing privileges and conditions shall continue.

MEDICINE CHESTS.

21. A medicine chest complying with the provisions of Scale D of the Scales of Medicine and Medical Stores, prescribed in accordance with Section 124 of the *Commonwealth Navigation Act 1912-1933*, shall be placed aboard each vessel.

PROTECTIVE CLOTHING.

22. All deckhands shall be issued with good quality oilskins, sou-westers, and $\frac{1}{2}$ sea boots, or alternatively hard weather suits and boots as are at present supplied by the Pilot Service, and working gloves where necessary.

Engine room hands shall be issued with good quality goggles, gloves, and where necessary gauze masks.

DEFINITION.

23. "Floating Plant" means dredge, steam hopper, barge, tug, or dumb barge, and all attendant plant necessary for dredging work.

RESIDENCE ON BOARD.

24. In the case of vessels engaged in dredging and harbour maintenance services the following provisions shall, notwithstanding anything to the contrary contained in clause 7 of this Part, apply :—

- (i) An employee required to go or remain on board an idle vessel for shipkeeping purposes only, shall be paid one and a half day's pay at his ordinary rate for each period of shipkeeping not exceeding 24 hours. For so remaining on board on Saturday afternoons and Sundays for not exceeding 36 hours he shall be paid two and one quarter days' pay at his ordinary rate, and for so remaining on board on a holiday he shall be paid one and a half day's pay at his ordinary rate.
- (ii) An employee required to go or remain on board for the purposes mentioned in paragraph (i) hereof shall receive the meal allowance prescribed in clause 9 of this Part.
- (iii) An employee required to go or remain on board a vessel for other than shipkeeping purposes or before or after his ordinary day's work shall be paid for overtime thus performed in accordance with the provisions of clause 7 of this Part.

PART IV.

This Part applies to employees on craft controlled by the Geelong Harbor Trust.

Provided that any employee on any craft which is generally engaged for 50 per cent. or more of its working time at commercial towing shall be covered by the provisions of Part I. of this Determination.

WAGES PER WEEK.

1. (a) *Day Workers* :— (Based on a Basic Wage of £13 3s. 0d.).

	£	s.	d.
A.B.	14	14	0
Deck Hand	14	5	0
Fireman	15	8	0
Greaser	15	10	6
Winchman	15	2	0
Coal Gang Hand	14	14	0

(b) Any employee who holds a certificate as an A.B., or who produces evidence to the satisfaction of the Harbor Trust Commissioners that he has been so classified, shall, irrespective of the nature of the craft upon which he may be employed from time to time, be classified and paid as such.

An oral examination shall be held after a qualifying period of not more than one year of service, to determine the suitability or otherwise of any deckhand for classification as an A.B.

Should he so satisfy the Harbour Trust Commissioners he shall be classified as an A.B. and paid as such.

(c) A coal gang hand shall receive the following additional allowances :—

- (i) 4d. per hour during actual coaling operations ;
- (ii) 9d. per hour, to be computed to the nearest half hour, when handling coal in bunkers of vessels.

(d) *Shift Workers*.—A shift worker, except one engaged as a watchman and/or fireman-watchman irrespective of the shift on which he may be employed, shall be paid the appropriate rate prescribed in sub-clause (a) hereof plus 6 per cent. calculated to the nearest shilling. For the purposes of this Part of the Determination a shift worker shall be deemed to be an employee who is ordinarily required to commence work before 8 a.m., or to finish after 4.45 p.m.

EMPLOYEES TEMPORARILY TRANSFERRED FROM DAY WORK TO SHIFT WORK, OR FROM SHIFT WORK TO DAY WORK.

2. (a) An employee transferred from day work to shift work for less than five consecutive days shall be paid at the rate of time and a half for each shift.

(b) An employee transferred temporarily from shift work to day work shall for the first two weeks at such temporary work be paid at the rate prescribed for his ordinary work as a shift worker.

(c) After the first hour of a shift an employee is not to be moved or transferred from one craft to another except in the case of sickness or accident occurring during a shift, and except also in the case of employment on commercial towing.

OVERHAULS.

3. Any seaman or deckhand required to be employed on the overhaul of any vessel shall be paid for the time so occupied at the rates prescribed from time to time by the appropriate Award, Agreement, or Determination for Casual Ship's Painters and Dockers.

WATCHMAN AND/OR FIREMAN.

4. During the period while any Watchman and/or Fireman-watchman is required to remain aboard a vessel before or after his ordinary rostered periods of duty, he shall be paid therefor a rate of 1s. per hour for such passive period.

MIXED FUNCTIONS.

5. An employee required to do work for which a higher rate of wage is payable than that for the work on which he is ordinarily engaged, shall be paid at such higher rate for all work done on such day.

ORDINARY HOURS OF WORK.

6. (a) The ordinary hours for a week's work shall be 40.

(b) The ordinary hours for a day worker shall be worked between the hours of 8 a.m. and 4.45 p.m.

Provided that the spread of hours may be varied on any job by mutual agreement between an employer and the majority of the employees on the job.

(c) The ordinary hours for all employees shall not exceed eight hours on any day Monday to Friday inclusive.

OVERTIME.

7. (a) Overtime shall be paid as follows :—

Within the spread of hours as prescribed in clause 6 of this Part in excess of 40 hours per week—time and a half.

Outside such spread of hours—time and a half for the first four hours and double time thereafter.

(b) Where a dayworker is required to work overtime in excess of two hours on any day beyond the usual time for ending work he shall be permitted to take one hour off for a meal at a time to be mutually agreed upon and either be provided with a hot meal or receive an allowance of 5s. in lieu thereof.

AVOIDANCE OF PHYSICAL EXHAUSTION.

8. An employee who has done continuous duty for 24 hours shall not be required to do further duty on the tug or vessel until he has had, for the purpose of rest, a period of eight consecutive hours off duty exclusive of any meal time ; provided that continuity of duty shall for the purpose of this clause be deemed to have been maintained despite the occurrence of meal times or of the employee being off duty during any period of not more than four hours including one such meal time during the 24 hours in question.

Provided that in the event of unforeseen circumstances beyond the control of the employer, all time worked in excess of the period herein mentioned shall be paid for at the rate of double time, and such double time shall continue until the employee has had at least eight hours off for rest.

TRAVELLING EXPENSES.

9. Where an employee is required to join or leave a vessel at a place other than his port of engagement he shall be allowed a second-class fare and a sustenance allowance of 5s. per meal in addition to his ordinary wages.

RELIEF BOAT AND TRAVELLING TIME.

10. All travelling time is to be paid for at the ordinary rate, except that where the time taken to travel in overtime hours is ten minutes more than would normally be taken, such excess over ten minutes shall be paid for at time and a half.

MEAL HOURS.

(a) *Dayworkers.*

11. Dayworkers shall be allowed a meal break of not less than one hour, between the hours of noon and 1 p.m., provided that if owing to the exigencies of the work in hand such meal break is not given between such hours such dayworkers shall be paid at the rate of time and half for all work done between noon and the time when the meal break commences. Provided further that if the period of the deferment of the meal exceeds one hour double time shall be paid for all work done during such excess deferment. Notwithstanding anything contained in this clause no dayworker shall be required to work more than five hours without a break of one hour for a meal.

(b) *Shift Workers.*

Thirty minutes shall be allowed for crib, but no employee shall be required to work more than four hours without a break for a meal.

No reduction of wages shall take place in lieu of time taken off for a meal.

ENGAGEMENT.

12. All employment shall be by the week determinable only by a week's notice from either employer or employee unless the amount of a week's wages be paid or allowed in lieu of such notice.

Provided that, notwithstanding anything herein contained, the employer may for misconduct dispense with an employee anywhere and at any time without such notice or payment.

Provided further that the employer may deduct payment for any day on which an employee cannot be usefully employed because of—

- (a) any strike;
- (b) any breakdown of machinery;
- (c) any stoppage of work unavoidable by the employer.

An employee dispensed with for misconduct shall be entitled to payment of wages in respect of and proportionate to the time up to the dispensation but no more.

HOLIDAY AND SUNDAY WORK.

13. (a) A full week's wages shall be paid for any week in which the following holidays occur or are observed notwithstanding such holidays are not worked:—

New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Geelong Cup Day, Christmas Day, and Boxing Day, or such other day or days as by law or otherwise are observed in lieu of any the said days.

(b) Double time shall be paid for all work done on a Sunday or any of the holidays prescribed in sub-clause (a) hereof with a minimum of four hours of such pay for each period of duty.

(c) No weekly employee who has, without the consent of his employer and without reasonable cause, absented himself from his employment on the day before or the day after a holiday shall be free from deduction of pay in respect of such holiday.

SICK LEAVE.

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

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

For the purpose of administering paragraph (iv) of this sub-clause an employer may, within 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.

Attendance at Hospitals, &c.

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

ANNUAL LEAVE.

15. (a) *Shift Workers* :—
- (i) An employee who has served his employer continuously for a period of one year shall be allowed 21 consecutive days' holiday on full pay.
 - (ii) For each holiday prescribed in clause 13 of this Part falling within the employee's annual leave another day shall be added to such leave.
 - (iii) An employee shall be paid all ordinary wages due to him, plus payment at ordinary rates for the holiday period before going on leave.
 - (iv) Any employee who leaves his employment, or whose employment is terminated before the completion of any twelve monthly qualifying period shall for each completed month of service receive payment in lieu of annual leave consisting of $\frac{1}{12}$ of three weeks' ordinary pay.
- (b) *Day Workers*.—The annual holiday shall be as prescribed by the provisions of the Labour and Industry Acts.
- (c) *Mixed Work*.—An employee who during the course of a year has been employed both as a shift worker and a day worker shall be granted annual holidays on a *pro rata* basis as follows :—
- 10 hours for each completed month as a shift worker, and
6½ hours for each completed month as a day worker.
- (d) *Notice of Annual Leave*.—Employees are to be given two weeks' notice before being required to take annual leave.

COMPENSATION FOR LOSS OF PERSONAL EFFECTS.

16. If an employee should sustain damage or loss of his personal effects or equipment by fire, explosion, foundering, shipwreck, collision, stranding, or by any other cause whatsoever not attributable to the employee's neglect, the employer shall compensate him for such damage or loss by a cash equivalent to the value thereof, to a maximum of £60.

CLEANING AND FUMIGATION.

17. (a) The quarters of employees shall be thoroughly fumigated and cleaned and painted at least once every year, and the date of the last fumigating and painting shall be stencilled or painted in the quarters.
- (b) Employees shall be given one clear day's notice before fumigation starts, and all bedding, clothing, &c., shall be loosened up and fumigated while in quarters.
- (c) Employees shall not be called upon to occupy the quarters until the fumigation officer has certified they can safely do so.

ACCOMMODATION.

18. (a) Employees who, by the nature of their employment, are required to sleep on board shall be supplied by the employer with bedding consisting of a mattress and cover, pillows, sheets, a well-filled pillow, two blankets (a third blanket to be supplied in cold weather), towels, toilet soap, crockery, and cutlery. The mattress and pillow shall be of flax or other fibre, but not of straw or tow.
- (b) Pillow covers, sheets, and towels shall be changed weekly, mattress cover monthly, and blankets once in each four months. Mattresses shall be thoroughly renovated once every six months.
- (c) In the event of the failure by an employee to return in good order, reasonable wear and tear excepted, any of the bedding or towels issued to him, the employer, on the termination of his employment, shall deduct from any moneys due to the employee 75 per cent. of the cost of the articles not so returned.

EXISTING CUSTOMS AND PRACTICES.

19. Except in so far as altered expressly or by necessary implication this Determination is made on the understanding that all existing privileges and conditions shall continue.

MEDICINE CHESTS.

20. A medicine chest complying with the provisions of Scale D of the Scales of Medicine and Medical Stores, prescribed in accordance with Section 124 of the *Commonwealth Navigation Act 1912-1953*, shall be placed aboard each vessel.

PROTECTIVE CLOTHING.

21. All deckhands shall be issued with good quality oilskins, sou-westers, and sea boots, or alternatively hard weather suits and boots as are at present supplied by the Pilot Service, and working gloves where necessary. Engine room hands shall be issued with good quality goggles, gloves, and where necessary gauze masks.

DEFINITION.

22. "Floating Plant" means dredge, steam hopper, barge, tug, or dumb barge, and all attendant plant necessary for dredging work.

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

J. W. RYAN, Secretary.

Melbourne, 7th March, 1957.