



VICTORIA  
GOVERNMENT GAZETTE.

Published by Authority.

[Registered at the General Post Office, Melbourne, for transmission by post as a newspaper.]

No. 240]

THURSDAY, SEPTEMBER 12.

[1957

*Labour and Industry Acts.*

AMENDING DETERMINATION OF THE PLASTERERS BOARD.

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

(b) Plastering was proclaimed on 28th November, 1928, as an apprenticeship trade under the *Apprenticeship Act 1928* for the Metropolitan District.

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

(c) On the 1st April, 1952, the Tilers Board was deprived of the powers set out in paragraph (7) hereunder and such powers were conferred on this Board.

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

- (1) wheresoever employed in the process, trade, or business of plastering or cementing ;
- (2) employed in the process, trade, or business of fixing all laths used in connexion with the erection or repair of buildings, whether such laths are of wood or a substitute therefor ;
- (3) employed in the finishing of all plastering work in sewers, tunnels, or channels ;
- (4) employed in finishing all kinds of plastic acoustic work, waterproofing work, and texture work formed in cement plaster or patent material ;
- (5) employed in the making or laying of marble mosaic, granolithic, terrazzo, or flooring of which cement and/or bitumen forms a part or the laying of magnesite flooring ;
- (6) employed in the making or fixing of all pre-cast or moulded work (except such work as is subject to the Determination of the Fibrous Plasterers Board) ;
- (7) employed in the laying or fixing of tiles, tablets, or slabs of plastic or substitute material on a prepared surface of bituminous adhesive—

has made the following Determination, namely:—

That as from the 14th August, 1957, Clause 7 of Part II. of the Determination published in *Government Gazette* No. 161 of the 13th May, 1957, shall be amended to read:—

ALLOWANCE IN RESPECT OF EXCESS FARES AND TRAVELLING TIME.

7. (a) The following payments shall be made in lieu of fares and travelling time within the radii named using G.P.O., Melbourne (cr. Bourke and Elizabeth streets), or the principal post offices at Ballarat, Bendigo, and Geelong as centres:—

	<i>s. d.</i>
Up to and including 12 miles .. .. .	4 0 per day
Over 12 miles and including 20 miles .. .. .	4 9 per day
Over 20 miles and including 30 miles .. .. .	5 6 per day

Over 30 miles travelling time shall be paid at the rate of 6s. 3d. per hour calculated to the nearest quarter of an hour with a minimum of one quarter hour for each journey for any time outside ordinary working hours spent in travelling daily from the 30-mile radius to the job and returning thereto in addition to the allowances prescribed for such radius plus any fares necessarily and reasonably incurred in so travelling beyond such radius.

The allowances of 4s., 4s. 9d. or 5s. 6d., per day prescribed above shall not be payable if the employer provides or offers to provide transport free of charge, in which case 2s. 11d. per day travelling allowance shall be paid. Provided, however, that this shall not affect the right of an employee to receive the payment hereinbefore provided for time occupied and fares expended in travelling beyond 30 miles.

(b) Where fares are necessarily incurred on distant jobs, as defined in clause 8 (a) of this Part, or on work performed outside the radii named in sub-clause (a) hereof the provisions of that sub-clause shall apply except that the local Post Office shall be the centre.

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

J. W. RYAN, Secretary.

Melbourne, 14th August, 1957.

[3079]



# VICTORIA GOVERNMENT GAZETTE

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No. 241]

THURSDAY, SEPTEMBER 12.

[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.

IN 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 the last previous Determination of this Board shall in respect of—

- (a) Clauses 1 and 6 of Part I.;
- (b) Clause 1 of Section "B" of Part II.;
- (c) Clauses 1 (a), and 3 of Part III.: and
- (d) Clause 1 of Part IV.

as from the 1st August, 1957, and in respect of other clauses as from the 14th August, 1957, 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 .. .. .	16	0	6
A.B. . . . .	15	10	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, 6s. 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.

(d) Employees on the tugs "Marimba" and "Keera" shall each be paid a victualling allowance of 3s. per day for each day worked.

**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 £60.

**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 Seamen's Award 1953, 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 0	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 off 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 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.

#### 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.

#### 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 stenciled 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) .. .. .	17	10	6
Motorman .. .. .	17	0	6

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

**SUSTENANCE ALLOWANCE.**

2. 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. .. .. .	15	10	6
Deck Hand .. .. .	15	1	6
Fireman .. .. .	16	0	6
Greaser .. .. .	16	3	0
Winchman .. .. .	15	18	6
Coal Gang Hand .. .. .	15	10	6
Diver .. .. .	21	0	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—2s. 6d. per hour in addition to any other ordinary or overtime rate payable.

(d) Any seaman engaged in bunkering or de-bunkering operations shall be paid an additional amount to bring his rate to the level of that prescribed for a coal trimmer.

(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.

**STANDING BY AND CALL OUTS FOR DIVER.**

3. (a) A diver and his attendant shall each be paid £2 per week for standing by during all times when off duty.

(b) 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 one and a half 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.

This meal or allowance is to be given every four hours a worker continues performing overtime.

## 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 five 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
- 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.

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 £60.

## 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, 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.

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 ¾ 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. .. .. .	15	10	6
Deck Hand .. .. .	15	1	6
Fireman .. .. .	16	0	6
Greaser .. .. .	16	3	0
Winchman .. .. .	15	18	6
Coal Gang Hand .. .. .	15	10	6

(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 towage.

## 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, 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.

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 1912-1933*, shall be placed aboard each vessel.

## PROTECTIVE CLOTHING.

21. All deckhands shall be issued with good quality oilskins, sou-westers, and ¾ 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.

## STOP WORK MEETING.

23. 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.

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

J. W. RYAN, Secretary.

Melbourne, 30th July, 1957.

By Authority: W. M. HOUSTON, Government Printer, Melbourne.