VICTORIA

GOVERNMENT GAZETTE.

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No. 351] FRIDAY, DECEMBER 11. [1942

Factories and Shops Acts.

DETERMINATION OF THE TINSMITHS BOARD.

NOTE.—(1) This Determination applies to the following parts of Victoria, namely:—The Metropolitan District as defined in the Factories and Shops Acts and the Order in Council thereunder; such portions of the City of Sandringham as are not included within the said Metropolitan District; the cities of Ballarat, Bendigo, Geelong, Geelong West, and Warrnambool; the town of Newtown and Chilwell; and the boroughs of Eaglehawk and Sebastopol.

NOTE.—(2) Sheet Metal.—First Class Bench Work was proclaimed on 24th May, 1938, as an Apprenticeship Trade under the *Apprenticeship Act* 1928, for the Metropolitan District.

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

IN accordance with the provisions of the Factories and Shops Acts, the Wages Board which since the 7th February, 1938, has had the power to determine the lowest prices or rates which may be paid to any persons or classes of persons employed in the process trade or business of preparing or manufacturing articles made of tin plate or other metal, 10 gauge or lighter, including the japanning of such articles, but not including persons cutting patterns of boots, shoes, and slippers, or persons employed in the process trade or business of metal polishing, has made the following Determination, namely:—

(1) That as from the beginning of the first pay period to commence in November, 1942, the adjusted Determination of this Board which came into force as from the beginning of the first pay period to commence in August, 1942, shall be revoked and replaced by this Determination.

(2) WAGES.

Adults.	Per Week of 44 Hours.	
	Within 20 miles of G.P.O., Melbourne. Within 10 miles of G.P.O., Geelong, or at Warrnambool.	All other parts of Victoria where this Determination applies.
	£ s. d.	£ s. d.
First-class bench hand	6 13 0	6 10 0
Second-class bench hand	6 1 0	5 18 0
Metal spinner (1st class)	6 5 0	6 2 0
Other spinners	5 12 0	5 9 0
Die setters	5 12 0	5 9 0
Press operators (heavy)	5 10 0	5 7 0
Press operators (light)	5 8 0	5 5 0
Solderers and dippers	5 10 0	5 7 0
Drop hammer stampers	5 10 0	5 7 0
Guttering machinists	5 8 0	5 5 0
Power machinists (not otherwise specified)	5 8 0	5 5 0
(a) Welding Division.		
Welder—		
First class, other than when using Cutler machine	6 16 0	6 13 0
First class, using Cutler machine	6 3 0	6 0 0
Second class	5 14 0	5 11 0
Third class	5 10 0	5 7 0
Tack welder	5 12 0	5 9 0
(b) Canister-making.		
Die setter and/or leading press hand	5 12 0	5 9 0
Canister-makers by hand and riveters by hand	5 12 0	5 9 0
Solderers and dippers	5 8 0	5 5 0
Canister vent closers and solderers working on tins containing substances with an artificial temperature of 150° F. and over	5 12 0	5 9 0
Operators of power capping machines or metal pots on automatic machines	5 10 0	5 7 0
Operators of other power presses and other power machines	5 8 0	5 5 0
Cap solderers (not otherwise classified)	5 8 0	5 5 0

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WAGES—*continued.*

Adults.	Per Week of 44 Hours.	
	Within 20 miles of G.P.O., Melbourne. Within 10 miles of G.P.O., Geelong or at Warrnambool.	All other parts of Victoria where this Determination applies.
	£ s. d.	£ s. d.
(c) Galvanizing.		
Galvanizer	5 19 0	5 16 0
Tinners and grease tinners	5 19 0	5 16 0
Assistant working over metal pot	5 10 0	5 7 0
Pickler	5 9 0	5 6 0
All others in this Division	5 5 0	5 2 0
(d) Painting and Japanning.		
Artistic japanners and goldworkers	6 1 0	5 18 0
Spray operators	5 12 0	5 9 0
Grainers, liners, and filliters	5 8 0	5 5 0
Painters and lacquerers	5 8 0	5 5 0
Dippers	5 8 0	5 5 0
(e) Porcelain Enamelling.		
Fuser	5 18 0	5 15 0
Fuser on medallions, badges, or buckles	5 8 0	5 5 0
Inspector—1st class (i.e., one who inspects finished enamel work as to quality)	5 9 0	5 6 0
Inspector (other)	5 6 0	5 3 0
Mill hand and mixer	5 9 0	5 6 0
Packer and despatcher	5 9 0	5 6 0
Pickler	5 9 0	5 6 0
Racksman	5 4 0	5 1 0
Sand and shot blaster	6 2 0	5 19 0
Sprayer	5 10 0	5 7 0
Swiller, gripper, and brusher	5 8 0	5 5 0
Employees not elsewhere classified in any Division	5 0 0	4 17 0

Leading Hands.

Leading hands in charge of not less than three and not more than ten employees, 6s. per week extra; more than ten and not more than twenty employees, 12s. per week extra; more than twenty employees, 18s. per week extra.

Ship Repairing.

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

	s.	d.
Tradesmen	3	0
All other labour	2	0

APPRENTICESHIP.

Apprenticeship Trades.

3. (*a*) Minors shall not be employed in the following occupation otherwise than under a contract of apprenticeship as hereinafter provided:—Sheet metal work—first-class bench work.

Period of Apprenticeship.

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

Contract of Apprenticeship

(*b*) Every contract of apprenticeship hereinafter made shall contain

(i) the names of the parties;

(ii) the date of birth of the apprentice;

(iii) statement of the trade or trades to which the apprentice is to be bound and which he is to be taught during the course and for the purpose of the apprenticeship;

(iv) a covenant by the master to teach and instruct or cause the apprentice to be taught or instructed in the trade to which the apprentice is bound;

(v) the date at which the apprenticeship is to commence or from which it is to be calculated;

(vi) all other conditions of apprenticeship.

Cancellation or Suspension of Indenture.

(*c*) If through lack of orders or through financial difficulties an employer is unable at any time to find employment and training for an apprentice and if a transfer to another employer cannot be arranged the obligations and duties imposed by the indenture may, with the concurrence of the apprentice and his guardian, be suspended for a period agreed upon, or if no such agreement is arrived at the indenture may with the approval of the Secretary for Labour be determined by the employer. The onus of proving circumstances justifying such determination shall be on the employer.

This sub-clause shall not apply where the State Apprenticeship Commission has power to cancel or suspend indentures of apprenticeship in the occupation specified herein or affect the rights of such a commission to cancel or suspend such indentures.

Instruction in Welding.

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

Proportion.

(*e*) The proportion of apprentices who may be taken by an employer shall, except as hereinafter prescribed, be one apprentice to every three or fraction of three tradesmen in the trade concerned. The exception is first-class welding, one apprentice for every two or fraction of two tradesmen in the trade concerned.

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

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

Adult Apprentices.

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

Probationary Period.

(*g*) Minors may be taken on probation for three months and if apprenticed such three months shall count as part of their period of apprenticeship. An employer shall within fourteen days of employing a probationer notify the apprenticeship authorities of the employment of such probationer to any of the trades mentioned herein.

(*h*) WAGES PER WEEK OF 44 HOURS.

—	Percentage of Needs Basic Wage.	Constant Loading.	War Loading.	Total Wage Payable.	
				Within 20 miles of G.P.O., Melbourne. Within 10 miles of G.P.O., Geelong, or at Warrnambool.	Other Parts of Victoria where this Determination applies.
				Four and Five-year Terms.	
	Per Week.	Per Week.	Per Week.		
		s. d.	*s. d.*	*s. d.*	*s. d.*
1st year	22½	..	0 9	21 0	20 6
2nd year	30	1 0	1 0	29 6	28 6
3rd year	45	1 6	1 6	44 0	42 6
4th year	75	2 0	2 3	72 6	70 0
5th year	95	2 0	3 0	91 6	88 6
			Four-year Terms.—Apprentices commencing after the Age of 17 Years.		
1st year	26	..	0 9	24 6	23 6
2nd year	45	1 0	1 6	43 6	42 0
3rd year	75	2 0	2 3	72 6	70 0
4th year	95	2 0	3 0	91 6	88 6

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

Hours.

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

Overtime and Shift Work.

(*j*) An apprentice under the age of eighteen years shall not be required to work overtime or shift work unless he so desires.

Payment by Results.

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

Lost Time.

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

Prohibition of Premiums.

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

Attendance at Technical Schools.

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

Annual and Sick Leave.

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

Female and Unapprenticed Junior Labour.

4. Subject to the exceptions hereinafter provided, the minimum rates of wages for adult and junior females and for unapprenticed male juniors employed in occupations for which apprenticeship is not provided by this Determination shall be the undermentioned:—

WAGES PER WEEK OF 44 HOURS.

—	Percentage of Needs Basic Wage.	Constant Loading.	Total Wage Payable.	
			Within 20 miles of G.P.O., Melbourne. Within 10 miles of G.P.O., Geelong, or at Warrnambool.	Other Parts of Victoria where this Determination applies.
		s. d.	*s. d.*	*s. d.*
		I.—Adult Females.		
Under three months' experience	65	3 0	62 0	60 0
All others	75	3 0	71 0	69 0
		II.—Junior Females.		
17 years of age and under	40	1 0	37 6	36 0
18 years of age	47½	1 3	44 6	43 0
19 years of age	55	1 6	51 6	50 0
20 years of age	62½	2 0	59 0	57 0
		III. Male Junior Labour.		
Under 16 years of age	25	0 6	23 0	22 6
16 years of age	35	0 9	32 6	31 6
17 years of age	47½	1 0	44 0	43 0
18 years of age	60	1 0	55 6	54 0
19 years of age	75	2 0	70 0	68 0
20 years of age	90	2 0	84 0	81 0

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

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

The minimum rate payable to a junior female of any age or a junior male of eighteen years or more each with less than six months' experience under this Determination shall, until he or she has had such six months' experience, be 10 per cent. less than the amount represented by the percentage of the needs basic wage hereby prescribed for a junior employee of his or her age and in addition thereto the constant loading specified for such an employee: Provided that this sub-clause shall not operate to reduce the rates paid to any female employee as from the beginning of the first pay period to commence in August, 1942.

SPECIAL RATES.

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

Wet Places.

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

Confined Spaces.

(*b*) Working in confined space (as defined), 3d. per hour extra.

Ships Bilges, &c.

(*c*) Working in ships bilges or in boiling-down works, lead works, sanitary works, or slaughtering yards, 1d. per hour extra.

Hot Places.

(*d*) Working for more than one hour in the shade in places where the temperature is raised by artificial means to between 115 and 130 degrees Fahrenheit, 1½d. per hour extra; in places where the temperature exceeds 130 degrees Fahrenheit, 3d. per hour extra. Where work continues for more than two hours in temperature exceeding 130 degrees Fahrenheit, employees shall also be entitled to twenty minutes' rest after every two hours' work without deduction of pay. The temperature shall be decided by the foreman of the work after consultation with the employees who claim the extra rate.

Cold Places.

(*e*) Working for more than one hour in places where the temperature is reduced by artificial means below 32 degrees Fahrenheit, 1½d. per hour extra. Where the work continues for more than two hours employees shall be entitled to a rest period of twenty minutes every two hours without loss of pay.

Oil Tanks and Digestors.

(*f*) Working on repair in oil tanks or meat digestors, 1½d. per hour extra. Provided that if any employee is so engaged for more than half of one day or shift he shall be paid the prescribed allowance for the whole day or shift.

Dirty Work.

(*g*) Work which a foreman and workman shall agree is of an unusually dirty or offensive nature, 1½d. per hour extra.

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

In any case where an organization alleges that an employer or his representative is persistently unreasonable or capricious in relation to such claims, it shall have the right to bring such case before the Secretary for Labour.

Special Rates not Cumulative.

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

Rates not Subject to Penalty Additions.

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

Travelling Time, Allowance, and Board.

6. (*a*) An employee required to work at a job away from his workshop or depot shall, at the direction of his employer, present himself for work at such job at the usual time of starting work. When an employee is required to work away from his workshop or depot, all time reasonably spent in excess of time usually spent in travelling to or from his home to the workshop or depot shall be paid for at ordinary rates (except on Sunday or a holiday, when payment shall be at the rate of time and a half), up to a maximum of 12 hours out of every 24 or, where a sleeping berth is provided, a maximum of 8 hours out of every 24.

(*b*) An employee engaged in a capital city to work in the country, or sent from one country centre to work in another, shall be entitled to travelling time, and for a period not exceeding three months to expenses.

All excess fares and reasonable travelling expenses, including 2s. 6d. for each meal, together with the cost of board and lodging if the employee has to remain away from his home for a night, shall be paid by the employers.

The fares allowed shall be first class on coastal boats or on interstate boats where there is no second class as distinct from steerage, and on trains second class, except where all-night travelling is involved, when they shall be first class, and sleeping berths shall be provided where available.

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

(*d*) Until further order an employer shall be free to engage labour on the site of a job carried on away from the workshop, without payment of any travelling time or fares, unless such employee is sent from the workshop:

Provided that if any employee engaged for the erection of a job had previously been engaged by the same employer in the fabrication of the job in a workshop, he shall be paid fares in excess of those incurred in travelling to and from the workshop.

HOURS OF EMPLOYMENT.

Day Workers.

7. (*a*) Subject to the exceptions herein set out, the ordinary hours of employment shall be 44 per week, to be worked in five days of eight hours (Monday to Friday inclusive), and one day (Saturday) of four hours; or five days (Monday to Friday inclusive) of 8 hours 48 minutes each continuously, except for meal breaks at the discretion of the employer, between 7 a.m. and 5.30 p.m. on Monday to Friday inclusive, and 7 a.m. and noon on Saturday: Provided that the spread of hours herein prescribed may be altered as to all or a section of the employees by mutual agreement between an employer and the representative of the union in that shop.

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

SHIFT WORK.

8. (1) In this clause:—

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

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

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

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

Continuous Work Shifts.

(2) (*a*) This sub-clause shall apply to shift workers on continuous work as hereinbefore defined.

(*b*) The ordinary hours of shift workers shall not exceed—

(i) 8 in any one day; or

(ii) 48 in any one week; or

(iii) 88 in 14 consecutive days; or

(iv) 176 in 28 consecutive days.

(*c*) Subject to the following conditions, shift workers shall work at such times as the employer may require:—

(i) a shift shall consist of eight hours, inclusive of crib time;

(ii) except at the regular change-over of shifts, an employee shall not be required to work more than one shift in each 24 hours;

(iii) twenty minutes shall be allowed to shift workers each shift for crib, which shall be counted as time worked.

(*d*) Shift workers on continuous work whilst on afternoon or night shifts shall be paid 7½ per cent. more than ordinary rates for such shifts.

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

Shift Work in other than Continuous Work.

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

(i) 44 in any week to be worked in five shifts of 8 hours 48 minutes, on Monday to Friday inclusive, or five shifts of 8 hours and one shift (Saturday) of 4 hours, or

(ii) 88 in fourteen consecutive days in which case an employee shall not, without payment for overtime, be required to work more than eight consecutive hours on any shift or more than six shifts in any week;

(iii) 132 in 21 consecutive days in which case an employee shall not, without payment of overtime, be required to work more than eight consecutive hours on any shift or more than six shifts in any week.

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

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

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

(*d*) Shift workers whilst on afternoon or night shifts shall be paid 10 per cent. more than the ordinary rates for such shifts.

(*e*) Subject to this sub-clause shift workers for all time worked on a Sunday or holiday shall be paid at the rates prescribed by clause (11) of this Determination. Where shifts commence between 11 p.m. and midnight on Sundays and/or holidays, the time so worked before midnight shall not entitle the employee to the Sunday or holiday rate: Provided that the time worked by an employee on a shift commencing before midnight on the day preceding a Sunday or holiday and extending into a Sunday or holiday shall be regarded as time worked on such Sunday or holiday.

Shift Work Generally.

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

(i) if employed on continuous work be paid at the rate of double time; or

(ii) if employed on other shift work at the rate of time and a half for the first four hours and double time thereafter—

except in each case when the time is worked—

(iii) by arrangement between the employees themselves;

(iv) for the purpose of effecting the customary rotation of shifts; or

(v) is due to the fact that the relief man does not come on duty at the proper time.

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

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

(*c*) A shift worker who, during a period of engagement on shift, works only on night shift and without some regular rotation with some other shift or with day work, shall be paid at the rate of time and a quarter for all time worked during ordinary working hours.

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

MIXED FUNCTIONS.

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

OVERTIME.

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

(*b*) An employee, other than a casual employee, after the completion of overtime work performed after his usual ceasing time shall be entitled to be absent until he has had eight consecutive hours off duty, without deduction of pay for ordinary time of duty occurring during such absence.

If, on the instructions of his employer, any employee resumes work without having had such eight hours off duty he shall be paid at double rates until he is relieved from duty to take such rest period and he shall then be entitled to be absent until he has had eight consecutive hours off duty without deduction of pay for ordinary time of duty occurring during such absence.

(*c*) Except as otherwise provided in paragraphs (*a*) and (*b*) hereof, in computing overtime each day's work shall stand alone.

(*d*) An employee recalled to work overtime after leaving his employer's business premises shall be paid for a minimum of three hours' work at the appropriate rate for each time he is so recalled: Provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full three hours if the job he was recalled to perform is completed within a shorter period.

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

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

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

(*h*) Before starting overtime after working ordinary hours, a meal break of at least 45 minutes shall be allowed, unless the period of overtime is less than one and a half hours. An employer and employee may agree to any variation of this provision to meet the circumstances of the work in hand.

(*i*) An employee required to work overtime for more than two hours without being notified the day before that he will be so required to work shall either be supplied with a meal by the employer or paid 2s. and 1s. 3d. for each subsequent meal, but such payment need not be made to employees living in the same locality as their workshop who can reasonably return home for meals.

If an employee, pursuant to notice, has provided a meal or meals and is not required to work overtime, he shall be paid as above prescribed for meals so provided.

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

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

HOLIDAYS AND SUNDAY WORK.

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

By agreement between any employer and his employees, other days may be substituted for the said days or any of them as to such employer's undertaking.

Exceptions.

(*b*) An employee not engaged on continuous work shall be paid at the rate of double time for work done on Sundays and public holidays, such double time to continue until he is relieved from duty:

Provided that where employees are necessarily engaged in repairs to or renewals of their employer's plant and machinery necessary for resumption of work the next following working day, work done on Sundays and holidays shall be paid for at the rate of time and a half for the first eight hours and double time thereafter.

(*c*) An employee, other than a casual employee, not engaged in continuous work who works on a Sunday or a public holiday and (except for meal breaks) immediately thereafter continues such work shall, on being relieved from duty, be entitled to be absent until he has had eight consecutive hours off duty, without deduction of pay for ordinary time of duty occurring during such absence.

(*d*) Employees, other than on shift, required to work on Sundays or public holidays shall be paid for a minimum of three hours' work.

PIECE-WORK RATES.

12. Subject to the minimum wages herein prescribed, an employer may remunerate any of his employees under any system of payment by results.

EXTRA RATES NOT CUMULATIVE.

13. Extra rates in this Determination, except rates prescribed in clause 5, are not cumulative so as to exceed the maximum of double the ordinary rates.

PAYMENT OF WAGES.

14. (*a*) Wages shall be paid weekly or fortnightly.

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

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

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

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

CONTRACT OF EMPLOYMENT.

Weekly Employment.

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

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

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

Casual Employment.

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

Sick Leave.

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

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

(ii) He shall prove to the satisfaction of his employer (or in the event of dispute the Secretary for Labour) 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.

(iii) He shall not be entitled in any year (whether in the employ of one employer or of several) to leave in excess of 44 hours of working time.

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

(*b*) 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.

17. (*a*) A period of seven consecutive days' leave shall be allowed annually to all employees after twelve months' continuous service (less the period of annual leave) in any one or more of the occupations to which this Determination applies.

(*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 that in the case of shift workers whose hours have been reduced or whose wages have been increased in accordance with clause 8 of the Determination, service before the 1st January, 1942, shall not be taken into consideration for the purpose of calculating annual leave.

(*c*) 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 seven consecutive days' annual leave prescribed in sub-clause (*a*) of this clause increased by half a day for each month he is continuously engaged as aforesaid.

(*d*) Annual leave shall be given at a time fixed by the employer within a period not exceeding six months from the date when the right to annual leave accrued and after not less than one week's notice to the employee provided that the giving of annual leave may with the consent of the Secretary for Labour be postponed for a period to be specified in cases where the exigencies of the war render it impracticable to give it within the said period of six months.

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

(*f*) If after six months' continuous service in any qualifying twelve-monthly period an employee leaves his employment or his employment is terminated by the employer through no fault of the employee the employee shall be paid one-sixth of a week's wage in respect of each completed two months of continuous service in respect of which leave has not been granted hereunder.

(*g*) Each employee before going on leave shall be paid a week's wage except a seven-day shift worker who shall also be paid for the period of additional leave allowed in his case the amount of wages he would have received for that period if he had not been on such leave. For the purpose of this sub-clause and sub-clause (*f*) hereof the week's wage shall be at the rate prescribed by clauses 2, 3, and 4 of this Determination for the occupation in which the employee was ordinarily employed immediately prior to the commencement of his leave or the termination of his employment, as the case may be. Payment in the case of employees employed on piece or bonus work or any other system of payment by results shall be at time rates.

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

(*i*) Where leave has been granted to an employee pursuant to sub-clause (*e*) hereof before the right thereto has accrued due and the employee subsequently leaves or is discharged from the service of the employer before completing the twelve months' continuous service in respect of which the

leave was granted the employer may for each two complete months of the qualifying period of twelve months not served by the employee deduct from whatever remuneration is payable upon the termination of the employment one-sixth of the amount of wage paid on account of the annual leave, which amount shall not include any sums paid for any of the holidays prescribed by clause 11 of this Determination.

(*j*) Service before the date of this Determination shall be taken into consideration for the purpose of calculating annual leave provided that the employee shall not be entitled to leave or to payment in lieu thereof for any period in respect of which leave or a payment in lieu thereof has been allowed or made under the previous Determination.

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

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

(ii) any absence from work on account of sickness or accident and in calculating the period of twelve months' continuous service absence on account of sickness or accident to the extent of fourteen days in any twelve months shall be deemed to be part of the period of continuous service.

(*l*) The annual leave prescribed by this clause shall be exclusive of any of the holidays prescribed by clause 11 of this Determination and if any such holiday falls within an employee's period of annual leave there shall be added to that period one day for each such holiday falling as aforesaid.

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

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

Miscellaneous Provisions.

General.

Tools.

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

Washing and Sanitary Conveniences.

(*b*) Employers shall provide proper and sufficient washing and sanitary conveniences.

Lockers.

(*c*) An employer shall provide a suitable locker or suitable hanging facilities for each employee in a workshop: Provided that this sub-clause shall not for such period or periods as the Wages Board may fix apply to any employer who proves to the satisfaction of the Secretary for Labour that he is unable by reason of lack of space, shortage of material or labour, or any other difficulties to provide lockers or hanging facilities as aforesaid.

Boiling Water.

(*d*) Employers shall provide boiling water for employees in workshops at meal times.

Asbestos Sheets, Glasses, and Screens.

(*e*) (i) Suitable asbestos sheet and coloured glasses shall be provided by employers for the protection of electric arc and oxy-acetylene operators and their assistants.

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

Goggles.

(*f*) Employers shall provide suitable mica or other goggles for emery-wheel operators.

Gloves.

(*g*) Suitable canvas or leather gloves shall be provided by employers for the operators of pneumatic tools and/or punch and shearing machines.

Gas Masks.

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

(ii) Employers shall provide respirators or gas masks for electric arc or oxy-acetylene operators working in places where fresh air cannot freely circulate.

Protective Clothing.

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

First Aid Outfit.

(*j*) In each workshop, and at other places where employees are regularly employed, the employer shall provide and continuously maintain at a place or places reasonably accessible to all employees an efficient First Aid Outfit.

Damage to Clothing and Tools.

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

Females—Rest Period.

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

Shop Stewards.

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

Right of Entry of Union Officials.

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

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

(ii) That he interviews employees only at places where they are taking their meal.

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

(iv) That no one representative visit the premises more than once in each week.

(v) That if any employer alleges that a representative is unduly interfering with his work or is creating dissatisfaction amongst his employees, or is offensive in his methods, or is committing a breach of any of the previous conditions, such employer may refuse the right of entry, but the representative shall have the right to bring such refusal before the Secretary for Labour:

Provided that where certain employees are working under a system of shift work which precludes a representative from interviewing them during the midday meal break the representative shall have the right to enter the employer's premises for the purpose of interviewing such employees at such time and under such conditions as to notice as may be mutually arranged by the representative and the employer or, failing agreement, at such times and under such conditions as the Secretary for Labour may decide.

(*b*) For the purpose of investigating complaints concerning the application of this Determination, or the employment of females upon work which is alleged to be unsuitable for females, a duly accredited union representative shall be afforded reasonable facilities for entering an employer's workshop or plant during working hours, subject to the following conditions:—

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

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

(iii) That he does not interfere with work proceeding in the workshop or plant.

(iv) That he conducts himself properly.

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

(Name of organization.)

This is to certify that
is a duly accredited representative of the above-named organization.

General Secretary.

(SEAL)

Date—

Specimen signature of holder—

Strictly not transferable.

TIME AND WAGES BOOK.

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

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

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

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

NOTICE BOARD.

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

DEFINITIONS.

23. (1) "Confined space" means a compartment or space access to which is through a man-hole or similar opening, or a place the dimensions of which necessitate an employee working in a stooped or otherwise cramped position, or without proper ventilation, and includes such a space—

(i) in the case of a ship, inside complete tanks, chain lockers, and peaks; in bilges, under engine beds, under engine room and stokehold floors, or under or inside boilers.

(ii) in other cases, inside boilers, steam drums, mud drums, fire boxes of vertical or road vehicle boilers, furnaces, flues, combustion chambers, receivers, buoys, tanks, superheaters, or economisers.

(2) "Ship repairs" means:—

(i) All repair work done on ships.

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

(iii) Work done in a workshop used for both ship repairing and other heavy metal fabrication on which employees are engaged both on the ship and in the workshop.

(3) "Sunday" means all time between midnight Saturday and midnight Sunday.

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

Welding.

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

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

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

Sheet Metal.

(8) "Bench hand—1st class" means a tradesman working to scaled prints or drawings or applying general trade experience or knowledge to the making of sheet metal products and/or the erection or installation thereof.

(9) "Bench hand—2nd class" means an adult employee working at the bench in the making and/or repairing of sheet metal products not calling for the use of prints or drawings or measurements.

(10) "Canister making" means the making of canisters and other tin containers in quantities by specialized processes.

(11) "Sheet metal" means sheets of metal ten gauge or lighter.

(12) "Spinner—1st class" means an adult employee required to make his own chucks, spin up the job to drawings, measurement, or blue prints, and/or who applies general trade knowledge and experience to the making of spun articles by jobbing methods.

(13) "Piece-worker" means an employee required to work any job at a price fixed.

(14) "Task-worker" means an employee called upon to perform a given amount of work within a given period.

PERIODICAL ADJUSTMENT OF WAGES.

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

The basic wage rates shown hereunder shall be adjusted as prescribed in clause 25.

Basic Wage.

Place.	Needs Basic Wage (Adjustable).	Loading (Constant).	Total Basic Wage.	Index Number Set Assigned.
	£ s. d.	s. d.	£ s. d.	
Victoria—				
Within 20 miles of G.P.O., Melbourne, 10 miles of G.P.O., Geelong, or at Warrnambool	4 11 0	6 0	4 17 0	Melbourne
Elsewhere—3s. less than the contemporaneous basic wage for Melbourne.				

ADJUSTMENT OF BASIC WAGE.

25. (a) Until the beginning of the first pay period to commence in February, 1943, the amounts of the basic wage shall be as prescribed in clause 24.

(b) During each future successive period beginning with the first pay period to commence in a February, a May, an August, or a November, the amounts of the basic wage shall be adjusted by the following method according to the position and fluctuations (if any) of the Commonwealth Statistician's "All Items" retail price index numbers.

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

(1) The index number set to be applied to a place is that assigned thereto in clause 24.

(2) The index number for the calendar quarter next preceding the period of or near a quarter for which the adjustment is made is to be ascertained.

(3) The amount assigned in the following table (or in any extension thereof) to the index number division comprising that number is to be ascertained.

(4) The basic wage shall be of that assigned amount during such successive period.

Table.

Index Number Divisions.	Basic Wage.	Index Number Divisions.	Basic Wage.
	£ s. d.		£ s. d.
994–1006	4 1 0	1118–1129	4 11 0
1007–1018	4 2 0	1130–1141	4 12 0
1019–1030	4 3 0	1142–1154	4 13 0
1031–1043	4 4 0	1155–1166	4 14 0
1044–1055	4 5 0	1167–1179	4 15 0
1056–1067	4 6 0	1180–1191	4 16 0
1068–1080	4 7 0	1192–1203	4 17 0
1081–1092	4 8 0	1204–1216	4 18 0
1093–1104	4 9 0	1217–1228	4 19 0
1105–1117	4 10 0	1229–1240	5 0 0

Any extension of this table must be of the same construction as the table.

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

Classification.	Margin.	Loading.
	s. d.	s. d.
First-class bench hand	30 0	6 0
Second-class bench hand	20 0	4 0
Metal spinner—1st class	24 0	4 0
Other spinners	12 0	3 0
Die setters	12 0	3 0
Press operators (heavy)	10 0	3 0
Press operators (light)	8 0	3 0
Solderers and dippers	10 0	3 0
Drop hammer stampers	10 0	3 0
Guttering machinists	8 0	3 0
Power machinists (not otherwise specified)	8 0	3 0
(a) Welding Division.		
Welder—		
First class, other than when using Cutler machine	33 0	6 0
First class, using Cutler machine	22 0	4 0
Second class	14 0	3 0
Third class	10 0	3 0
Tack welder	12 0	3 0
(b) Canister-making.		
Die setter and/or leading press hand	12 0	3 0
Canister-makers by hand and riveters by hand	12 0	3 0
Solderers and dippers	8 0	3 0
Canister vent closers and solderers working on tins containing substances with an artificial temperature of 150° F. and over	12 0	3 0
Operators of power capping machines or metal pots on automatic machines	10 0	3 0
Operators of other power presses and other power machines	8 0	3 0
Cap solderers (not otherwise classified)	8 0	3 0
(c) Galvanizing.		
Galvanizer	19 0	3 0
Tinners and grease tinners	19 0	3 0
Assistant working over metal pot	10 0	3 0
Pickler	9 0	3 0
All others in this Division	5 0	3 0
(d) Painting and Japanning.		
Artistic japanners and goldworkers	20 0	4 0
Spray operators	12 0	3 0
Grainers, liners, and filliters	8 0	3 0
Painters and lacquerers	8 0	3 0
Dippers	8 0	3 0
(e) Porcelain Enamelling.		
Fuser	18 0	3 0
Fuser on medallions, badges, or buckles	8 0	3 0
Inspector—1st class (i.e., one who inspects finished enamel work as to quality)	9 0	3 0
Inspector (other)	6 0	3 0
Mill hand and mixer	9 0	3 0
Packer and despatcher	9 0	3 0
Pickler	9 0	3 0
Racksman	4 0	3 0
Sand and shot blaster	19 0	6 0
Sprayer	10 0	3 0
Swiller, gripper, and brusher	8 0	3 0
Employees not elsewhere classified in any Division	Nil	3 0

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

J. W. RYAN, Secretary.

Melbourne, 4th December, 1942.

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