



VICTORIA GOVERNMENT GAZETTE.

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Factories and Shop Acts.

DETERMINATION OF THE NAIL MAKERS BOARD.

NOTE.—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 and such portion of the city of Sandringham as is not included within the said district; the cities of Ballarat, Bendigo, Geelong, Geelong West, and Warrnambool; the town of Newtown and Chilwell, and the boroughs of Eaglehawk and Sebastopol.

IN accordance with the provisions of the Factories and Shops Acts the Wages Board which, since the 26th April, 1938, has had the power to determine the lowest prices or rates which may be paid to any person (including storemen, packers, and sorters) employed in the process, trade, or business of—

(a) making nails;

(b) weaving wire netting or barbed wire;

(c) galvanizing;

(d) drawing wire;

has made the following Determination, namely:—

1. That as from the beginning of the first pay period to commence on or after the 13th February, 1946, the last previous Determination of this Board shall be revoked and replaced by this Determination.

2.

WAGES PER WEEK OF 44 HOURS.

| | s. | d. |
|---|-----|----|
| Nail or tack tool maker | 122 | 0 |
| Nail or tack machinist | 115 | 0 |
| Assistant to nail or tack machinist | 110 | 0 |
| Roofing nail heading machinist | 112 | 0 |
| Barbed wire tool maker or machinist | 115 | 0 |
| Assistant to barbed wire machinist | 110 | 0 |
| Clipper or tier-up on concertina barbed wire | 109 | 0 |
| Rumbler | 120 | 0 |
| Galvanizer | 114 | 0 |
| Pickler—Head, or where only one pickler is employed | 108 | 0 |
| Assistant pickler | 114 | 0 |
| Assistant working over metal pot | 106 | 0 |
| Swinger | 113 | 0 |
| Wire-drawing plate setter | 109 | 0 |
| Wire-drawing block operator | 112 | 0 |
| Storeman, packer, or sorter | 101 | 0 |
| All others | | |

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.

3.

APPRENTICESHIP.

Work to be Taught.

(a) An apprentice shall be taught the work of each of the following occupations:—

- (1) Tool making;
- (2) Setting-up; and
- (3) Machining.

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

Cancellation or Suspension of 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.

Proportion.

(d) (i) The proportion of apprentices who may be taken by an employer shall be one to every three or fraction of three tradesmen.

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

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

(ii) An employer specially qualified to teach apprentices may, with the consent of the Secretary for Labour, on the recommendation of the Wages Board, employ a greater proportion of apprentices to tradesmen than hereinbefore specified.

Until further order, apprentices so taken shall not be counted in future calculations of the proportion of apprentices to tradesmen authorized by this Determination.

Period of Apprenticeship.

If an apprentice is under the age of 16 years 6 months at the time of commencing—5 years; if 16 years and 6 months or over—4 years.

Probationary Period.

(e) Minors may be taken on probation for three months and if apprenticed such three months shall count as part of their period of apprenticeship.

Wages.

(f) The minimum weekly rates of wages for apprentices shall be the undermentioned percentages of the contemporaneous needs basic wage prescribed for the area in which they are employed, and in addition thereto the constant and war loadings specified, and in all contracts of apprenticeship hereafter made the employer shall covenant to pay wages of not less than such rates:—

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

(g) Wages per Week of 44 Hours.

| | Percentage of Needs Basic Wage. | Constant Loading. | War Loading. | Total Wage Payable. |
|--|---------------------------------|--------------------|--------------------|---------------------|
| <i>Four and Five-year Terms.</i> | | | | |
| | Per Week. | Per Week. s. d. | Per Week. s. d. | Per Week. s. d. |
| 1st year | 22½ | .. | 0 9 | 21 6 |
| 2nd year | 30 | 1 0 | 1 0 | 29 6 |
| 3rd year | 45 | 1 6 | 1 6 | 44 6 |
| 4th year | 75 | 2 0 | 2 3 | 73 0 |
| 5th year | 95 | 2 0 | 3 0 | 92 6 |
| <i>Four-year Terms.—Apprentices commencing after the Age of 16 Years 6 Months.</i> | | | | |
| 1st year | 26 | .. | 0 9 | 24 6 |
| 2nd year | 45 | 1 0 | 1 6 | 44 0 |
| 3rd year | 75 | 2 0 | 2 3 | 73 0 |
| 4th year | 95 | 2 0 | 3 0 | 92 6 |

Provided that subject to the sub-clause relating to lost time herein an apprentice on attaining the age of 21 years shall thereafter, until he has completed his apprenticeship, be paid the appropriate tradesman's rate as set out in clause 2.

On the expiration of his apprenticeship an employee who produces satisfactory evidence that he has satisfactorily completed the full term set out in his indentures shall, irrespective of the work on which he may be employed, receive the rate provided for a nail or tack tool maker.

Hours.

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

Overtime and Shift Work.

(i) 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.

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

(k) The apprentice at the end of the calendar period of any year in which he has actually given service to the master upon less than the ordinary working days prescribed in this Determination, or 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.

(l) 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.

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

Annual and Sick Leave.

(n) Apprentices shall be entitled to sick and annual leave in accordance with the provisions of clauses 14 and 15 hereof respectively.

4. FEMALE, MALE JUVENILE WORKERS, AND IMPROVERS.—Female labour may be employed at sorting or packing. The minimum rates of wage for adult and junior females and for juvenile workers and improvers shall be as follows:—

Wages per Week of 44 Hours.

| | Percentage of Needs Basic Wage. | Constant Loading. | Total Wage Payable. |
|---|---------------------------------|-------------------|---------------------|
| <i>I.—Adult Females.</i> | | | |
| Under three months' experience | 65 | s. d. 3 0 | s. d. 63 0 |
| All others | 75 | 3 0 | 72 0 |
| <i>II.—Junior Females.</i> | | | |
| 17 years of age and under | 40 | 1 0 | 38 0 |
| 18 years of age | 47½ | 1 3 | 45 0 |
| 19 years of age | 55 | 1 6 | 52 0 |
| 20 years of age | 62½ | 2 0 | 59 6 |
| <i>III.—Improvers and Junior Males.</i> | | | |
| Under 16 years of age | 25 | 0 6 | 23 6 |
| 16 years of age | 35 | 0 9 | 33 0 |
| 17 years of age | 47½ | 1 0 | 44 6 |
| 18 years of age | 60 | 1 0 | 56 0 |
| 19 years of age | 75 | 2 0 | 71 0 |
| 20 years of age | 90 | 2 0 | 85 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 proportion of improvers who may be taken by an employer shall be one to every four or fraction of four tradesmen.

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 prescribed for such an employee.

A female or a junior employee, who on the date of this Determination coming into force, in his or her case was entitled under the previous Determination to a rate higher than that hereby prescribed for an employee of his or her age and experience, shall be paid at not less than the rate prescribed by such previous Determination for an employee of his or her age or experience, as the case may be, until he or she completes the year or experience or of age in respect of which the last-mentioned rate is prescribed. Upon completion of such year the minimum rate of wage in his or her case shall be the rate hereby prescribed.

5. SPECIAL RATES.—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.

Dirty Work.

(b) 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.

(c) 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.

(d) 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.

6.

HOURS OF EMPLOYMENT.

Day Workers.

(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.

7. SHIFT WORK.—(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 $7\frac{1}{2}$ 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, or
 - (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.
- (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 10 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.
- (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) 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.

8. MIXED FUNCTIONS.—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.

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

(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.

(j) 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.

10. (a) Employees shall be entitled to the following public holidays without loss of pay as regards employees on weekly hiring:—New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, 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 paid 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 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.

EXTRA RATES NOT CUMULATIVE.

11. 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.

12. (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.

13.

CONTRACT OF EMPLOYMENT.

Weekly Employment.

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

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

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

Casual Employment.

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.

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 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.

(iv) 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 (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.

(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.

Period of Leave.

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

Seven-day Shift Workers.

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

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

Annual Leave Exclusive of Public Holidays.

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

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

Broken Leave.

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

Calculation of Continuous Service.

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

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

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

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

In cases of personal sickness or accident or absence with reasonable cause the employee to become entitled to the benefit of this sub-clause shall inform the employer in writing if practicable within 24 hours of the commencement of such absence of his inability to attend for duty and as far as practicable the nature of the illness injury or cause and the estimated duration of his absence. A notification given by an employee pursuant to clause 11 shall be accepted as a notification under this sub-clause.

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

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

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

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

Calculation of Service.

(f) Service before the date of operation of this Determination shall be taken into consideration for the purpose of calculating annual leave, but an employee shall not be entitled to leave or payment in lieu thereof for any period in respect of which leave or a payment in lieu thereof has been allowed or made under the clause hereby revoked. Provided however, that in respect of service before the 1st January, 1946, the annual leave shall be allowed at the rate of $3\frac{1}{2}$ hours for each completed one month of continuous service and in respect of service after that date at the rate of $7\frac{1}{2}$ hours for each completed one month of continuous service. Any broken part of a month served before the 1st January, 1946, shall for the purposes of this clause be deemed to be service after the 1st January, 1946. The period of annual leave to be allowed under this sub-clause shall be calculated to the nearest day any broken part of a day in the result not exceeding half a day to be disregarded.

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

Calculation of Month.

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

Leave to be Taken.

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

Time of Taking Leave.

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

Leave Allowed Before Due Date.

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

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

Payment for Period of Leave.

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

Proportionate Leave on Dismissal.

(l) If after one month's continuous service in any qualifying twelve-monthly period an employee lawfully leaves his employment or his employment is terminated by the employer through no fault of the employee, the employee shall be paid at his ordinary rate of wage for $3\frac{1}{2}$ hours in respect of each completed one month of continuous service before the 1st January, 1946, and for $7\frac{1}{2}$ hours at the same rate in respect of each completed month of continuous service after that date, the service in each case being service in respect of which leave has not been granted hereunder.

Annual Close Down.

(m) Where an employer closes down his plant, or a section or sections thereof, for the purposes of allowing annual leave to all or the bulk of the employees in the plant, or section or sections concerned, the following provisions shall apply—

- (i) He may by giving not less than one month's notice of his intention so to do stand off for the duration of the close down all employees in the plant or section or sections concerned, and allow to those who are not then qualified for two full weeks' leave paid leave on a proportionate basis of one-sixth of a week's leave for each completed month of continuous service.
- (ii) An employee who has then qualified for two full weeks' leave, and has also completed a further month or more of continuous service shall be allowed his leave, and shall subject to sub-clause (f) hereof also be paid one-sixth of a week's wages in respect of each completed month of continuous service performed since the close of his last twelve-monthly qualifying period.
- (iii) The next twelve-monthly qualifying period for each employee affected by such close down shall commence from the day on which the plant, or section or sections concerned is re-opened for work.
Provided that all time during which an employee is stood off without pay for the purposes of this sub-clause shall be deemed to be time of service in the next twelve monthly qualifying period.
- (iv) If in the first year of his service with an employer an employee is allowed proportionate annual leave under paragraph (i) hereof, and subsequently within such year lawfully leaves his employment or his employment is terminated by the employer through no fault of the employee, he shall be entitled to the benefit of sub-clause (i) of this clause subject to adjustment for any proportionate leave which he may have been allowed as aforesaid.

16.

MISCELLANEOUS PROVISIONS—GENERAL.

Tools.

(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. 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.

Goggles.

(e) Employers shall provide suitable mica or other goggles for emery wheel operators.

Protective Clothing.

(f) 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.

(g) 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.

Clause 8 of Chapter 9 of the Regulations under the *Factories and Shops Act* 1923 requires that a first aid ambulance chest shall be kept in some accessible place upon the premises, and that such chest shall be equipped and supplied with the following articles:—

| Articles. | Quantities to be kept in Ambulance Chest. |
|--|---|
| Antiseptic solution | 1 bottle |
| Bandages, cotton and gauze | 1 dozen assorted sizes |
| Castor oil | 2 oz. |
| Iodine, tincture of | 2 oz. |
| Manual, first-aid | 1 |
| Petroleum, carbolyzed | 1 jar |
| Picric acid solution, made according to the following recipe or prescription:— 1½ teaspoonsful of powdered picric acid, 3 oz. of absolute alcohol, and 2 pints of distilled water | 1 pint |
| Pins, safety | 1 packet |
| Sal volatile | 6 oz. |
| Scissors | 1 pair |
| Tourniquet | 1 |
| Tweezers | 1 pair |
| Cotton, absorbent | } An adequate assortment |
| Gauze, sterilized, plain | |
| Lint, absorbent | |
| Plaster, adhesive | |

Damage to Clothing and Tools.

(h) 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.

(i) 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.

17. 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.

18 (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 concerned if he be the holder for the time being of a certificate, signed by the general secretary of that organization and bearing the seal of that organization, in the following form, or in a form not materially differing therefrom:—

(Name of organization.)

This is to certify that
organization.

is a duly accredited representative of the abovenamed

General Secretary.

Date—

(SEAL)

Specimen signature of holder—

Strictly not transferable.

TIME AND WAGES BOOK.

19. (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.

20. 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.

GENERAL DEFINITIONS.

21. For the purposes of this Determination the following definitions shall apply:—

"Sunday" means all time between midnight Saturday and midnight Sunday.

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

"Nail or tack tool maker" means an employee who makes and fits all tools used in nail, staple, or tack making machines.

"Nail or tack machinist" means an adult employee who is in charge of and sets up machines to produce the various types of nails and/or tacks. He is also responsible for the quality of the product.

"Assistant to nail or tack machinist" is one who brings up wire to machines, and assists machinist in feeding machines and removing finished products.

"Barbed wire tool maker or machinist" means an employee who makes, grinds, and fits tools used in, and is in charge of barbed wire making machines. He is also responsible for the quality of the product.

"Assistant to barbed wire machinist" is one who feeds material and spools into barbed wire machines, stands by, adjusts tension, cuts off and removes finished products.

"Tradesman" is a person employed as a toolmaker and/or a setter-up and/or a machinist, receiving not less than the appropriate rate set out in clause 2.

"Improver" is any junior employee other than an apprentice or a juvenile worker as defined.

"Juvenile worker" means a male person under 21 years of age (other than an apprentice or an improver) employed in assisting rumbler, sawdusting, filling ladles, washing, scrubbing, drying, brushing off, sorting, packing, watching nail machines or barbed wire machines, wiring nail machines or barbed wire machines, watching and feeding tack machines, attending nail-rolling machines, attending horseshoe nail-heading machines, attending horseshoe nail-pointing machines, attending roofing nail-heading machines.

PERIODICAL ADJUSTMENT OF WAGES.

22. The wages rates set out in clause (2) are based upon the following basic wage, and pursuant to and in accordance with the provisions of section 21 of the *Factories and Shops Act 1934*, this 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: Provided that the wages of females and of apprentices, improvers and juvenile workers shall be adjusted proportionately to adjustments of the basic wage.

The basic wage shown hereunder shall be adjusted as prescribed in clause 23.

Basic Wage.

| Place. | Needs Basic Wage (Adjustable). | Loading Constant. | Total Basic Wage. | Index Number Set Assigned. |
|---|--------------------------------|-------------------|-------------------|----------------------------|
| Within the area to which this Determination applies.. | £ s. d. 4 12 0 | s. d. 6 0 | £ s. d. 4 18 0 | Melbourne |

ADJUSTMENT OF BASIC WAGE.

23. (a) Until the beginning of the first pay period to commence in May, 1943, the amount of the basic wage shall be as prescribed in clause 22.

(b) During each future successive period beginning with the first pay period to commence in a May, an August, a November, or a February, the amount 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:—

- (i) The index number set to be applied is that assigned to Melbourne.
- (ii) 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.
- (iii) The amount assigned in the following table (or in any extension thereof) to the index number division comprising that number is to be ascertained.
- (iv) 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.

Marginal Rates.

In addition to the basic wage provided in clause 22 the margins and wartime loadings set out in this clause shall be the minimum rate payable to employees therein named:—

| Classification. | Margins per Week. | Wartime Loadings Per Week. |
|---|-------------------|----------------------------|
| | s. d. | s. d. |
| Nail or tack tool maker | 20 0 | 4 0 |
| Nail or tack machinist | 14 0 | 3 0 |
| Assistant to nail or tack machinist | 9 0 | 3 0 |
| Roofing nail heading machinist | 11 0 | 3 0 |
| Barbed wire tool maker or machinist | 14 0 | 3 0 |
| Assistant to barbed wire machinist | 9 0 | 3 0 |
| Clipper or tier-up on concertina barbed wire | 8 0 | 3 0 |
| Rumbler | 8 0 | 3 0 |
| Galvanizer | 19 0 | 3 0 |
| Pickler—Head, or where only one pickler is employed | 13 0 | 3 0 |
| Assistant pickler | 7 0 | 3 0 |
| Assistant working over metal pot | 13 0 | 3 0 |
| Swinger | 5 0 | 3 0 |
| Wire drawing plate setter | 12 0 | 3 0 |
| Wire drawing block operator | 8 0 | 3 0 |
| Storeman, packer, or sorter | 11 0 | 3 0 |
| All others | Nil | 3 0 |

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

J. W. RYAN, Secretary.

Melbourne, 28th January, 1946.

