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[1948

Factories and Shops Acts.

DETERMINATION OF THE OVENMAKERS BOARD.

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

IN accordance with the provisions of the Factories and Shops Acts the Wages Board which since the 19th October, 1936, has had the power to determine the lowest prices or rates which may be paid to any person or persons or classes of persons (other than moulders) wheresoever employed:—

- (a) in the process, trade, or business of a maker of ovens, stoves, or ranges, or parts thereof;
(b) in the process, trade, or business of vitreous enamelling ovens, stoves, or ranges, or parts thereof—

has made the following Determination, namely:—

1. That as from the beginning of the first pay period to commence after the 1st November, 1947, the last previous Determination of this Board shall be revoked and replaced by this Determination.

2.

WAGES PER WEEK OF—

(a) UNTIL THE 31ST DECEMBER, 1947—44 HOURS.

(b) THEREAFTER—40 HOURS.

	Within the Metropolitan District; the Cities of Geelong, Geelong West, and the Town of Newtown and Chilwell, and the City of Warrnambool.	Other Parts of Victoria.
	<i>s. d.</i>	<i>s. d.</i>
STOVEMAKING SECTION.		
Fitter making, repairing, assembling, re-assembling, setting, installing (other than electrical installation) or testing fuel cooking stoves, ovens, gas or electric stoves—		
Up to 3 ft. 6 in. in width	134 0	131 0
Between 3 ft. 6 in. and 5 feet in width	138 6	135 6
Fitter making, repairing, setting or installing (other than electrical installation) gas or electric stoves or other cooking or heating appliances over 5 feet in width by jobbing methods	154 6	151 6
Fitter mainly engaged on sheet metal work and sheet metal workers preparing material for assembling	138 6	135 6
Tester not engaged as fitter	122 0	119 0
Pattern and moulding box fitter and filer	138 6	135 6
Painter, brush	123 6	120 6
Painter, spray	128 0	125 0
Press operator	125 0	122 0
Other power machinist	120 0	117 0
Polisher and grinder	134 0	131 0
Stove blacksmith	129 6	126 6
Electroplater in charge	144 0	141 0
Electroplater's assistant	126 6	123 6
Labourer delivering material to and taking finished articles from fitters	117 0	114 0
Stove blacksmith's striker	122 0	119 0
Labourer directly assisting workmen whose margins exceed 15s. per week	126 6	123 6
All others	112 0	109 0

WAGES PER WEEK OF—
(a) UNTIL THE 31ST DECEMBER, 1947—44 HOURS.
(b) THEREAFTER—40 HOURS.

	Within the Metropolitan District: the Cities of Geelong, Geelong West, and the Town of Newtown and Chilwell, and the City of Warrnambool.	Other Parts of Victoria.
PORCELAIN ENAMELLING SECTION.		
Fuser	<i>s. d.</i> 140 0	<i>s. d.</i> 137 0
Fuser's assistant	126 6	123 6
Mill hand and mixer	126 6	123 6
Sprayer	128 0	125 0
Shot and sand-blast dresser	135 6	132 6
Other dresser	128 0	125 0
Swiller, gripper, and brusher	122 0.	119 0
Pickler	122 0	119 0
Racksman	118 6	115 6
All others	112 0	109 0

3. JUNIOR MALE AND FEMALE LABOUR.

	Adjustable Wage.	Leading (Constant).	Total Wage Weekly Hiring.
<i>Junior Males.</i>			
Under 16 years of age	<i>s. d.</i> 18 0	<i>s. d.</i> 0 6	<i>s. d.</i> 18 6
16 and under 17 years of age	37 9	0 9	38 6
17 and under 18 years of age	66 9	1 0	67 9
18 and under 19 years of age	83 6	2 0	85 6
19 and under 21 years of age	100 6	2 6	103 0
<i>Adult Females.</i>			
If of less than twelve months' experience	65 0	3 0	68 0
Of twelve months' experience or more	74 3	3 0	77 3
<i>Junior Females.</i>			
1st year's experience	13 6	0 6	14 0
2nd year's experience	18 0	0 9	18 9
3rd year's experience	39 3	1 0	40 3
4th year's experience	49 0	1 3	50 3
5th year's experience	56 0	1 6	57 6
Thereafter until reaching 21 years	62 3	2 0	64 3

Females and unapprenticed male juniors may be employed on piece-work subject to clause 17 hereof. The wages of females and juniors in receipt of 20s. per week or more shall be adjusted proportionately to adjustments of the needs basic wage in terms of clause 23 hereof, such adjustments to be made to the nearest 3d., half or less than half of 3d. to be disregarded.

SPECIAL RATES.

4. In addition to the wages prescribed in clauses 2 and 3 hereof, the following special rates and allowances shall be paid:—
- (a) Leading hands in charge of not less than three and not more than ten employees, including apprentices, 9s. per week extra; more than ten and not more than twenty employees, including apprentices, 18s. per week extra; more than twenty employees, including apprentices, 27s. per week extra.
 - (b) Working in wet places, 1½d. per hour extra. Working in confined spaces, 3d. per hour extra.
 - (c) Working for more than one hour in the shade in places where the temperature is raised by artificial means to between 115 and 130 degrees Fahrenheit, 1½d. per hour extra; in places where the temperature exceeds 130 degrees Fahrenheit, 3d. per hour extra. Where work continues for more than two hours in temperatures exceeding 130 degrees Fahrenheit, employees shall also be entitled to twenty minutes' rest after every two hours work without deduction of pay. The temperature shall be decided by the foreman of the work after consultation with the employees who claim the extra rate.
 - (d) Dirty work, i.e., work which a foreman and workman shall agree is of an unusually dirty or offensive nature, 1½d. per hour extra.
 - (e) Compensation to the extent of damage sustained shall be made for work in which clothing or tools are damaged or destroyed by the use of acids.
 - (f) Where more than one of the disabilities entitling a workman to extra rates exist on the same job, the employer shall be bound to pay only one rate, viz., the highest for the disabilities so prevailing.

HOURS OF EMPLOYMENT.

Day Workers.

5. (a) Subject to the exceptions hereinafter provided the ordinary hours of work shall be 44 per week, until the 31st December, 1947, and thereafter 40 per week to be worked in five days of not more than 8 hours (Monday to Friday inclusive) and one day (Saturday) of not more than 4 hours; or five days (Monday to Friday inclusive) of not more than 8 hours continuously except for meal breaks at the discretion of the employer, between 7 a.m. and 5.30 p.m. on Monday to Friday inclusive, and 7 a.m. and noon on Saturday.

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

Provided that the spread of hours or the daily hours 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.

Five-Days Week.

(b) In any case in which the ordinary week's work of 44 hours or after the 31st December, 1947—40 hours can be performed in five days as aforesaid without—

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

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

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

OVERTIME.

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

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

Rest Period After Overtime.

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

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

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

Call Back.

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

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

Saturday Work—Five-days Week.

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

Standing By.

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

Meal Hours—General.

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

Meal Hours—Maintenance Employees.

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

Crib Time.

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

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

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

Tea Money.

(i) An employee required to work overtime for more than two hours without being notified on the previous day or earlier that he will be so required to work shall be 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 workshops who can reasonably return home for meals.

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

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

Transport of Employees.

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

*COMPULSORY OVERTIME.**All Employees.*

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

SHIFT WORK.

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

- “Afternoon shift” means any shift finishing after 6 p.m. and at or before midnight.
- “Continuous work” means work carried on with consecutive shifts of men throughout the twenty-four hours of each of at least six consecutive days without interruption except during breakdowns or meal breaks, or due to unavoidable causes beyond the control of the employer.
- “Night shift” means any shift finishing subsequent to midnight and at or before 8 a.m.
- “Rostered shift” means a shift of which the employee concerned has had at least 48 hours’ notice.

Hours—Continuous Work Shifts.

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

The ordinary hours of such shift workers shall not exceed—

- (i) 8 in any one day ; or
- (ii) 48 in any one week ; or
- (iii) 88 in 14 consecutive days ; or
- (iv) 176 in 28 consecutive days.

Provided that as from the 1st January, 1948, sub-clause (iv) hereof shall be amended to read as follows :—

- (iv) 160 in 28 consecutive days.

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

- (i) a shift shall consist of not more than 8 hours, inclusive of crib time ;
- (ii) except at the regular change-over of shifts an employee shall not be required to work more than one shift in each 24 hours ;
- (iii) twenty minutes shall be allowed to shift workers each shift for crib, which shall be counted as time worked.

Hours—Other than Continuous Work.

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

- (i) 44 or after the 31st December, 1947, 40 in any week to be worked in five shifts of not more than 8 hours on Monday to Friday inclusive, or five shifts of not more than 8 hours and one shift (Saturday) of not more than four hours ; or
- (ii) 88 or after the 31st December, 1947, 80 in 14 consecutive days, in which case an employee shall not, without payment for overtime, be required to work more than 8 consecutive hours on any shift or more than six shifts in any week ; or
- (iii) 132 or after the 31st December, 1947, 120 in 21 consecutive days, in which case an employee shall not, without payment of overtime, be required to work more than 8 consecutive hours on any shift or more than six shifts in any week.

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

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

Rosters.

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

Variation by Agreement.

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

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

Afternoon or Night Shifts.

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

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

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

An employee who—

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

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

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

Overtime.

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

- (i) if employed on continuous work be paid at the rate of double time ; or
- (ii) if employed on other shift work at the rate of time and a half for the first four hours and double time thereafter,

except in such case when the time is worked—

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

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

Sundays and Holidays.

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

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

Junior and Female Employees.

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

HOLIDAYS AND SUNDAY WORK.

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

(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 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.

ANNUAL LEAVE.*Period of Leave.*

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

Seven-day Shift Workers.

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

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

Annual Leave Exclusive of Public Holidays

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

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

Broken Leave.

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

Calculation of Continuous Service.

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

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

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

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

In cases of individual absenteeism such notice 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 3½ hours for each completed one month of continuous service and in respect of service after that date at the rate of 6½ hours for each completed one month of continuous service. Any broken part of a month served before the 1st January, 1946, shall for the purposes of this clause be deemed to be service after the 1st January, 1946. The period of annual leave to be allowed under this sub-clause shall be calculated to the nearest day any broken part of a day in the result not exceeding half a day to be disregarded.

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

Calculation of Month.

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

Leave to be Taken.

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

Time of Taking Leave.

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

Leave Allowed Before Due Date.

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

Where leave has been granted to an employee pursuant to this sub-clause before the right thereto has accrued due and the employee subsequently leaves or is discharged from the service of the employer before completing the twelve months' continuous service in respect of which the leave was granted the employer may for each one complete month of the qualifying period of twelve months not served by the employee deduct from whatever remuneration is payable upon the termination of the employment one-twelfth of the amount of wage paid on account of the annual leave, which amount shall not include any sums paid for any of the holidays prescribed by clause 8 of this Determination.

Payment for Period of Leave.

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

Proportionate Leave on Dismissal.

(l) If after one month's continuous service in any qualifying twelve-monthly period an employee lawfully leaves his employment or his employment is terminated by the employer through no fault of the employee, the employee shall be paid at his ordinary rate of wage for 3½ hours in respect of each completed one month of continuous service before the 1st January, 1946, and for 6½ hours at the same rate in respect of each completed month of continuous service after that date, the service in each case being service in respect of which leave has not been granted hereunder.

Annual Close Down.

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

- (i) He may by giving not less than one month's notice of his intention so to do stand off for the duration of the close down all employees in the plant or section or sections concerned, and allow to those who are not then qualified for two full weeks' leave paid leave on a proportionate basis of one-sixth of a week's leave for each completed month of continuous service.
- (ii) An employee who has then qualified for two full weeks' leave, and has also completed a further month or more of continuous service shall be allowed his leave, and shall subject to sub-clause (f) hereof also be paid one-sixth of a week's wages in respect of each completed month of continuous service performed since the close of his last twelve-monthly qualifying period.
- (iii) The next twelve-monthly qualifying period for each employee affected by such close down shall commence from the day on which the plant, or section or sections concerned is re-opened for work.

Provided that all time during which an employee is stood off without pay for the purposes of this sub-clause shall be deemed to be time of service in the next twelve-monthly qualifying period.

- (iv) If in the first year of his service with an employer an employee is allowed proportionate annual leave under paragraph (i) hereof, and subsequently within such year lawfully leaves his employment or his employment is terminated through no fault of the employee, he shall be entitled to the benefit of sub-clause (l) of this clause subject to adjustment for any proportionate leave which he may have been allowed as aforesaid.

SHOP STEWARDS.

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

RIGHT OF ENTRY OF UNION OFFICIALS.

11. A duly accredited representative of the Association shall have the right to enter employers' workshops during the midday meal hour for the purpose of interviewing employees on legitimate union business on the following conditions:—

- (i) That he produces his authority to the gatekeeper or such other person as may be appointed by the employer.
- (ii) That he interviews employees only at the places where they are taking their meal.
- (iii) That not more than one representative in all be in any workshop at any one time.
- (iv) That no one representative visit a workshop more than once in each week.
- (v) That if any employee alleges that a representative is unduly interfering with his workshop or is creating disaffection amongst his employees, or is offensive in his methods, or is committing a breach of any of the previous conditions, such employer may refuse the right of entry, but the representative shall have the right to bring such refusal before the Wages Board.
- (vi) The official making such inspection shall be entitled to take a copy of entries in a time and wages book relating to the suspected breach of the Determination.

TRAVELLING TIME, ALLOWANCE AND BOARD.

Travelling and Board.

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

(b) An employee—

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

(ii) sent from his usual locality to another for employment which can reasonably be regarded as permanent, involving a change of residence, shall be paid travelling time whilst necessarily between such localities, and, for a period not exceeding three months, expenses.

(c) An employee sent from his usual locality to another (in circumstances other than those prescribed in sub-clause (b) hereof) and required to remain away from his usual place of abode shall be paid travelling time whilst necessarily travelling between such localities, and expenses whilst so absent from his usual locality.

(d) The rate of pay for travelling time shall be ordinary rates, except on Sundays and holidays, when it shall be time and a half.

(e) The maximum travelling time to be paid shall be twelve hours out of every twenty-four hours, or when sleeping berth is provided by the employer for all-night travel, eight hours out of every twenty-four.

(f) "Expenses" for the purpose of this clause means—

(i) All fares reasonably incurred.

For boat travel the fares allowed shall be first-class on coastal boats, and on interstate boats where there is no second-class as distinct from steerage; and for rail travel, second-class, except where all-night travelling is involved, when they shall be first-class, with sleeping berth where available.

(ii) Reasonable expenses incurred whilst travelling, including 2s. 6d. for each meal taken.

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

CONTRACT OF EMPLOYMENT.

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

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

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

Casual Employment.

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

Late Comers.

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

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

SICK LEAVE.

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

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

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

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

(iv) He shall not be entitled in any year (whether in the employ of one employer or of several) to leave in excess of (a) until the 31st December, 1947—44 hours, (b) thereafter—40 hours of working time.

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

Single Day Absences.

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

Cumulative Sick Leave.

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

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

(cc) Rights accrued under sub-clause (c) hereof prior to the 1st day of January, 1948, shall be preserved except that the total number of hours so accrued and not taken prior to the 1st day of January, 1948, shall be reduced by 1/11th of such total the result to be calculated to the nearest hour.

Attendance at Hospital, &c.

(d) Notwithstanding anything contained in sub-clause (a) hereof an employee suffering injury through an accident arising out of and in the course of his employment (not being an injury in respect of which he is entitled to workers' compensation) necessitating his attendance during working hours on a doctor, chemist, or trained nurse, or at a hospital, shall not suffer any deduction from his pay for the time (nor exceeding four hours) so occupied on the day of the accident, and shall be reimbursed by the employer all expenses reasonably incurred in connexion with such attendance.

(e) For the purpose of this clause "year" means the period between the 1st day of May in each year and the next 30th day of April.

PAYMENT OF WAGES.

15. (a) Wages shall be paid weekly.
- (b) On the first pay day occurring during his employment, an employee shall be paid whatever wages are due to him up to the completion of his work on the previous day: Provided that this sub-clause shall not apply to employers who make a practice of allowing advances to employees approximating wages due.
- (c) Upon termination of the employment, wages due to an employee shall be paid to him on the day of such termination or forwarded to him by post on the next working day.
- (d) An employee kept waiting for his wages on pay day for more than a quarter of an hour after the usual time for ceasing work shall be paid at overtime rates after that quarter hour, with a minimum of a quarter of an hour.
- (e) On or prior to pay day, the employer shall state to each employee, in writing, the amount of wages to which he is entitled, the amount of deductions made therefrom, and the net amount being paid to him.

TIME AND WAGES BOOK.

16. Each employer shall keep a time and wages book showing the name of each employee and his occupation, and the hours worked each day and the wages and allowances paid each week.
- The time occupied by an employee in filling in any time books or cards or in the making of records shall be treated as time of duty, but this does not apply to checking in or out at the beginning or end of duty.
- The time and wages book shall be open for inspection at the employer's office or other convenient place of a duly accredited official of the Association during the usual office hours. Provided that no inspection shall be demanded unless the Secretary of the Association or the district secretary or organizer of any division of the Association suspects that a breach of this Determination has been or is being committed. Provided also that only one demand for such inspection shall be made in any one fortnight at the same establishment. The officer making such inspection shall be entitled to take a copy of the entry in the time and wages book relating to such suspected breach of this Determination.

PAYMENT BY RESULTS.

17. (a) Subject to the minimum wages herein prescribed, an employer may remunerate any of his employees under any system of payment by results based on rates which will enable workers of average capacity to earn at least 10 per cent. in excess of their hourly or weekly rates.
- (b) Any increases in prevailing daily and hourly wages resulting from this Determination shall not of themselves compel any increase in piecework rates during the term of this Determination. If in a factory piecework is extended to processes now one on weekly or hourly rates sub-clause (a) hereof shall apply.

MISCELLANEOUS.

Accommodation and Conveniences.

Boiling Water.

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

Drinking Water.

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

First-Aid Outfit.

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

Clause 8 of Chapter 9 of the Regulations under the *Factories and Shops Act 1928* 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
Petrolatum, carbolized	1 jar
Picric acid solution, made according to the following recipe or prescription:— 1½ teaspoonfuls of powdered picric acid, 3 oz. of absolute alcohol and 2 pints of distilled water	1 pint
Pins, safety	1 packet
Sal volatile	6 oz.
Scissors	1 pair
Tourniquet	1
Tweezers	1 pair
Cotton, absorbent	} An adequate assortment
Gauze, sterilized, plain	
Lint, absorbent	
Plaster, adhesive	

Lockers.

- (iv) The employer shall at some reasonably convenient place on his premises provide a suitable locker for each employee in his workshop, or hanging facilities which afford reasonable protection for employees' clothes. In any case in which compliance with this paragraph necessitates the provision of lockers or new or improved hanging facilities, they shall be provided by the 1st July, 1946, unless the employer proves to the satisfaction of the Wages Board that he is unable by reason of shortage of material or labour or any other difficulties to provide such new or improved facilities, in which case their provision may be postponed for such period or periods as the Wages Board determines.

Showers.

- (v) Employers shall provide for all workmen employed in foundries hot and cold shower baths, which shall be situated away from lavatories.

Washing and Sanitary Conveniences.

- (vi) Employers shall provide proper and sufficient washing and sanitary conveniences.

Clothing, Equipment, and Tools.

Damage to Clothing and Tools.

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

Gloves.

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

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

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 Wages Board.

Goggles.

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

Protective Clothing—Galvanizing, &c.

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

Protective Equipment—Welding.

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

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

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

Tools.

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

Dressing Castings.

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

Hand-rivetting.

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

Ladles.

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

(ii) Where molten metal is carried in ladles by hand the weight of molten metal shall not exceed :—
Single-handed ladles—60 lb., including the weight of the ladle.
Other ladles— $\frac{1}{2}$ cwt. per man.

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

Females—Rest Period.

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

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

Ventilation.

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

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

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

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

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

(ii) Employers shall provide adequate ventilation in workshops where tinning or galvanizing and pickling is carried on, and in workshops where fusing of wet enamel is carried on, facilities for the free circulation of air. Any dispute under this sub-clause shall be referred to the Wages Board.

DEFINITIONS.

19. (a) "Wet place" means a place in which water is continually dripping from overhead to such an extent as to saturate clothing of a workman, or a place where water accumulates underfoot to a depth exceeding 2 inches.

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

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

NOTICE BOARD.

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

POSTING DETERMINATION.

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

MIXED FUNCTIONS.

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

EXTRA RATES NOT CUMULATIVE.

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

PERIODICAL ADJUSTMENT OF WAGES.

24. The wages rates set out in clause 2 are based upon the following basic wage rates for adult males and, pursuant to the provisions of section 21 of the *Factories and Shops Act 1934*, shall be automatically adjusted as prescribed in clause 25. Wages of females and juniors in receipt of 20s. or more per week shall be adjusted proportionately to adjustments of the needs basic wage, such adjustment to be made to the nearest 3d., half or less than half of 3d. to be disregarded.

Basic Wage.

Place.	Needs Basic Wage (Adjustable).	Loading (Constant).	Total Basic Wage.	Index Number Set Assigned.
	Per week. £ s. d.	Per week. s. d.	Per week. £ s. d.	
Within the Metropolitan District; the Cities of Geelong, Geelong West and the Town of Newtown and Chilwell and the City of Warrnambool	5 3 0	6 0	5 9 0	Melbourne
Elsewhere—3s. less than the contemporaneous basic wage for Melbourne.				

ADJUSTMENT OF BASIC WAGE.

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

(b) Until the beginning of the first pay period to commence in February, 1948, the amounts of the Basic Wage shall be as prescribed in clause 24.

(c) During each future successive period beginning with the first pay period to commence in a February, a May, an August, or a November, the amount of the needs basic wage shall be adjusted by the following method, namely, by multiplying the last published Commonwealth Statistician's "all items" retail price index number by the factor .087 taken to one place of decimals, the resultant whole number being the amount of the basic wage expressed in shillings, but should the decimal number reach .5 or more the basic wage shall be taken to the next higher shilling.

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

Classification.	Margin.	Loading.
	s. d.	s. d.
STOVEMAKING SECTION.		
Fitter making, repairing, assembling, re-assembling, setting, installing (other than electrical installation) or testing fuel cooking stoves, ovens, gas or electric stoves—		
Up to 3 ft. 6 in. in width	22 0	3 0
Between 3 ft. 6 in. and 5 feet in width	26 6	3 0
Fitter making, repairing, setting or installing (other than electrical installation) gas or electric stoves or other cooking or heating appliances over 5 feet in width by jobbing methods	41 6	4 0
Fitter mainly engaged on sheet metal work and sheet metal workers preparing material for assembling	26 6	3 0
Tester not engaged as fitter	10 0	3 0
Pattern and moulding box fitter and filer	26 6	3 0
Painter, brush	11 6	3 0
Painter, spray	16 0	3 0
Press operator	13 0	3 0
Other power machinist	8 0	3 0
Polisher and grinder	22 0	3 0
Stove blacksmith	17 6	3 0
Electroplater in charge	31 0	4 0
Electroplater's assistant	14 6	3 0
Labourer delivering material to and taking finished articles from fitters	5 0	3 0
Stove blacksmith's striker	10 0	3 0
Labourer directly assisting workmen whose margins exceed 15s. per week	14 6	3 0
All others	Nil	3 0
PORCELAIN ENAMELLING SECTION.		
Fuser	28 0	3 0
Fuser's assistant	14 6	3 0
Mill hand and mixer	14 6	3 0
Sprayer	16 0	3 0
Shot and sand-blast dresser	23 6	3 0
Other dresser	16 0	3 0
Swiller, gripper, and brusher	10 0	3 0
Pickler	10 0	3 0
Racksman	6 6	3 0
All others	Nil	3 0

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

J. W. RYAN, Secretary.

Melbourne, 12th November, 1947.