



VICTORIA GOVERNMENT GAZETTE.

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[1951

Factories and Shops Acts.

DETERMINATION OF THE PORT PHILLIP SEAMEN'S BOARD.

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

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

That as from the beginning of the first pay period to commence in December, 1950, the last previous Determination of this Board shall be revoked and replaced by this Determination.

PART I.

This Part applies to employees on Tug Boats.

(Other than those employed by the Geelong Harbour Trust.)

1. (a) WAGES PER WEEK.

	£	s.	d.
Fireman	10	8	6
A.B.	9	18	6

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

ORDINARY HOURS OF WORK.

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

DAILY HOURS.

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

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

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

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

OVERTIME.

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

For the purpose of assessing overtime outside the spread of hours any work done prior to the time of beginning, and after the time of ending work, as prescribed in clause 3 of this Part, on any day shall be cumulative.

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

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

SPECIAL CONDITIONS AS REGARDS EXCESSIVE OVERTIME.

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

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

RAISING STEAM AND BANKING FIRES.

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

(b) When a tug is returning from a job and fires are banked presumably for the night and the tug is immediately ordered out on another job, 3s. extra shall be paid to the fireman for breaking the bank.

MEAL HOURS.

(Exclusive of working time.)

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

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

Dinner between noon and 2 p.m.

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

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

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

HOLIDAY AND SUNDAY WORK.

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

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

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

ANNUAL LEAVE.

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

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

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

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

SICK LEAVE.

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

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

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

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

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

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

Attendance at Hospital, &c.

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

WAITING FOR ORDERS.

10. If a tug boat employee is required or caused by his employer to wait at a time mutually agreed upon between the employer and employee, or attend in his own time at any other place than his home to receive any direction or instruction as to the time, locality, or nature of the work to be done for the employer by the tug in which he is employed, he shall be paid 2s. 6d. for each instruction.

TRAVELLING TIME AND EXPENSES.

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

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

TRIMMING COAL IN BUNKERS.

12. (a) When coal trimming is necessary when a tug is steaming an extra trimmer shall be engaged to perform this work.

(b) Members of crews are not to participate in bunkering operations when coal trimmers are available. If crews are called upon to perform bunkering operations they shall be paid coal trimmers' rates in addition to their ordinary rates.

COMPENSATION FOR LOSS OF PERSONAL EFFECTS.

13. If an employee should sustain damage or loss of his personal effects or equipment by fire, explosion, foundering, shipwreck, collision, stranding, or by any other cause whatsoever not attributable to the employee's neglect, the employer shall compensate him for such damage or loss by a cash equivalent to the value thereof, to a maximum of £20.

CLEANING AND FUMIGATION.

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

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

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

ACCOMMODATION.

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

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

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

EXISTING CUSTOMS AND PRACTICES.

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

WORKING CARGO.

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

MEDICINE CHESTS.

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

ENGAGEMENT AND DISMISSAL.

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

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

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

If an employee is engaged for less than fourteen consecutive working days he shall be paid at the appropriate rate prescribed in clause 1 of this Part with an addition of 25 per cent.

DEFINITION.

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

PART II.

This Part applies to employees on Pilot Ships.

WAGES PER WEEK.

1.

	Ordinary Wage.	Sea-Going Allowance.	Total Wage.
	£ s. d.	£ s. d.	£ s. d.
Fireman	8 10 6	1 17 0	10 7 6
A.B.	8 1 3	1 17 0	9 18 3
Ordinary Seaman	6 18 10	1 8 0	8 6 10

HOURS OF WORK.

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

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

(i) Sixteen consecutive hours off duty on the Thursday and Friday, or the Monday and Tuesday next following such period of duty. Time occupied in travelling to or from a ship is not to count as time off duty ;

(ii) Payment at overtime rates for any excess worked over and above 56 hours of duty (i.e., payment shall be made for all work done in excess of 40 hours plus the 16 compensated for in accordance with the provisions of (i) hereof.).

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

DAILY SPREAD OF HOURS.

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

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

OVERTIME.

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

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

RAISING STEAM AND BANKING FIRES.

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

MEAL HOURS.

(Exclusive of working time.)

Pilot Ship employees "in port".

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

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

Dinner between noon and 2 p.m.

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

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

(b) For work done during meal hours and thereafter until a meal hour break is allowed, time and a half rates shall be paid.

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

(c) When a pilot ship is "in port" and an employee is required to be on duty he shall be entitled to meals on board. The employer shall arrange for the cooking of such meals on the day or shall, instead of providing the meals, pay an allowance of 2s. 6d. per meal to the employee.

HOLIDAY AND SUNDAY WORK.

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

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

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

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

ANNUAL LEAVE.

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

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

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

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

SICK LEAVE.

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

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

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

Attendance at Hospital, &c.

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

TRAVELLING TIME AND EXPENSES.

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

TRIMMING COAL IN BUNKERS.

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

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

COMPENSATION FOR LOSS OF PERSONAL EFFECTS.

12. If an employee should sustain damage or loss of his personal effects or equipment by fire, explosion, foundering, shipwreck, collision, stranding, or by any other cause whatsoever not attributable to the employee's neglect, the employer shall compensate him for such damage or loss by a cash equivalent to the value thereof, to a maximum of £20.

CLEANING AND FUMIGATION.

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

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

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

ACCOMMODATION.

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

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

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

EXISTING CUSTOMS AND PRACTICES.

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

MEDICINE CHESTS.

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

ENGAGEMENT AND DISMISSAL.

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

DEFINITIONS.

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

PART III.

This Part applies to employees on craft controlled by the Melbourne Harbour Trust.

WAGES PER WEEK.

(a) Day Workers :—										WAGES PER WEEK.			
										£	s.	d.	
A.B.	9	8	0
Deck Hand	8	19	0
Fireman	9	17	0
Greaser	9	18	0
Winchman	9	14	6
Coal Gang Hand	9	8	0
Diver	12	8	0

- (b) A Diver's Assistant shall be paid, whilst engaged as such, at the rate prescribed for an A.B. plus an allowance at the rate of £1 per week.
- (c) Any person working inside a boiler or furnace, cleaning inside the casing of internal combustion engines, cleaning inside oil tanks in motor vessels, cleaning tubes, uptakes, or smokeboxes where doors have to be opened, or cleaning bilges—1s. 6d. per hour in addition to any other ordinary or overtime rate payable.
- (d) A coal gang hand shall receive the following additional allowances :—
- (i) 1½d. per hour during actual coaling operations ;
- (ii) 9d. per hour, to be computed to the nearest half hour, when handling coal in bunkers of vessels.
- (e) *Shift Workers.*—A shift worker, irrespective of the shift on which he may be employed, shall be paid the appropriate rate prescribed in sub-clause (a) hereof plus 6 per cent. calculated to the nearest shilling. For the purposes of this Part of the Determination a shift worker shall be deemed to be an employee who is ordinarily required to commence work before 7.25 a.m., or to finish after 4.25 p.m.

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

2. (a) An employee transferred from day work to shift work for less than five consecutive days shall be paid at the rate of time and a half for each shift.
- (b) An employee transferred temporarily from shift work to day work shall for the first two weeks at such temporary work be paid at the rate prescribed for his ordinary work as a shift worker.
- (c) After the first hour of a shift an employee is not to be moved or transferred from one craft to another except in the case of sickness or accident occurring during a shift.

CALL OUTS FOR DIVER.

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

LIMITATION ON DIPS, ETC.

4. (a) Where a Diver is required to do more than six dips in any week he shall be paid 8s. 6d. extra for each additional dip in such week. In computing the number of dips three hours shall be deemed to be the maximum duration of a dip, provided that where the duration of a dip exceeds three hours, such excess shall be deemed to be a second dip if work then ceases for the day, but if the diver is required to do any further diving work on that day the excess shall count towards the three-hour maximum for the next dip on that day.
- (b) A Diver shall not be required to dive for more than six hours on any one day.

MIXED FUNCTIONS.

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

ORDINARY HOURS OF WORK.

6. (a) The ordinary hours for a week's work shall be 40.
- (b) The ordinary hours for a day worker shall be worked between the hours of 7.25 a.m. and 4.25 p.m.
- Provided that the spread of hours may be varied on any job by mutual agreement between an employer and the majority of the employees on the job.
- (c) The ordinary hours for all employees shall not exceed eight hours on any day Monday to Friday inclusive.

OVERTIME.

7. (a) Overtime shall be paid as follows :—
- Within the spread of hours as prescribed in clause 6 of this Part in excess of 40 hours per week—time and a half.
- Outside such spread of hours—time and a half for the first four hours and double time thereafter.
- (b) An employee required to work overtime for two hours or more shall, as far as practicable, be notified as to the probable duration of such overtime and if he is unable to return to his home in reasonable time for a meal, must be supplied with a meal or paid 2s. 6d. in lieu.

AVOIDANCE OF PHYSICAL EXHAUSTION.

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

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

TRAVELLING EXPENSES.

9. Where an employee is required to join or leave a vessel at a place other than his port of engagement he shall be allowed a second-class fare and a sustenance allowance of 2s. 6d. per meal in addition to his ordinary wages.

RELIEF BOAT AND TRAVELLING TIME.

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

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

MEAL HOURS.

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

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

PICK-UP PLACE.

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

ENGAGEMENT.

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

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

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

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

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

HOLIDAY AND SUNDAY WORK.

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

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

(b) For work done on Sunday or any of the holidays prescribed in sub-clause (a) hereof an employee shall be paid the following rate in addition to the weekly wage, with a minimum of four hours for each period of duty, and he shall be so paid as for working time from the first commencement to the final termination of work on the day or to the end of the day as the case may be:—

On Sundays and Holidays—double time.

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

SICK LEAVE.

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

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

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

Attendance at Hospital, &c.

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

ANNUAL LEAVE.

16. (a) *Shift Workers* :—

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

(b) *Day Workers*.—The annual holiday shall be as prescribed by the provisions of the *Factories and Shops (Annual Holidays) Act 1946*, No. 5111, and any amendments which may be made thereto from time to time.

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

- 10 hours for each completed month as a shift worker, and
- 6 $\frac{2}{3}$ hours for each completed month as a day worker.

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

COMPENSATION FOR LOSS OF PERSONAL EFFECTS.

17. If an employee should sustain damage or loss of his personal effects or equipment by fire, explosion, foundering, shipwreck, collision, stranding, or by any other cause whatsoever not attributable to the employee's neglect, the employer shall compensate him for such damage or loss by a cash equivalent to the value thereof, to a maximum of £20.

CLEANING AND FUMIGATION.

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

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

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

ACCOMMODATION.

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

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

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

EXISTING CUSTOMS AND PRACTICES.

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

MEDICINE CHESTS.

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

DEFINITION.

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

PART IV.

This part applies to employees on craft controlled by the Geelong Harbour Trust.

WAGES PER WEEK.

1. (a) *Day Workers* :—

	£	s.	d.
A.B.	9	8	0
Deck Hand	8	19	0
Fireman	9	17	0
Greaser	9	18	0
Winchman	9	14	6
Coal Gang Hand	9	8	0

(b) An additional amount of 1s. per week shall be paid to all persons employed as A.B.'s or Firemen to cover the function of commercial towage. Such amount shall be payable for work done on all craft irrespective of whether it is engaged on such towage or not.

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

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

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

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

(i) 1½d. per hour during actual coaling operations;

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

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

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

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

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

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

OVERHAULS.

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

WATCHMAN AND/OR FIREMAN.

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

MIXED FUNCTIONS.

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

ORDINARY HOURS OF WORK.

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

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

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

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

OVERTIME.

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

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

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

(b) An employee required to work overtime for two hours or more shall, as far as practicable, be notified as to the probable duration of such overtime and if he is unable to return to his home in reasonable time for a meal, must be supplied with a meal or paid 2s. 6d. in lieu.

AVOIDANCE OF PHYSICAL EXHAUSTION.

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

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

TRAVELLING EXPENSES.

9. Where an employee is required to join or leave a vessel at a place other than his port of engagement he shall be allowed a second-class fare and a sustenance allowance of 2s. 6d. per meal in addition to his ordinary wages.

RELIEF BOAT AND TRAVELLING TIME.

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

MEAL HOURS.

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

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

ENGAGEMENT.

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

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

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

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

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

HOLIDAY AND SUNDAY WORK.

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

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

(b) For work done on Sunday or any of the holidays prescribed in sub-clause (a) hereof an employee shall be paid the following rate in addition to the weekly wage, with a minimum of four hours for each period of duty, and he shall be so paid as for working time from the first commencement to the final termination of work on the day or to the end of the day as the case may be :—

On Sundays and Holidays—double time.

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

SICK LEAVE.

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

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

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

Attendance at Hospitals, &c.

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

ANNUAL LEAVE.

15. (a) *Shift Workers* :—

- (i) An employee who has served his employer continuously for a period of one year shall be allowed 21 consecutive days' holiday on full pay.
- (ii) For each holiday prescribed in clause 13 of this Part falling within the employee's annual leave another day shall be added to such leave.
- (iii) An employee shall be paid all ordinary wages due to him, plus payment at ordinary rates for the holiday period before going on leave.
- (iv) Any employee who leaves his employment, or whose employment is terminated before the completion of any twelve monthly qualifying period shall for each completed month of service receive payment in lieu of annual leave consisting of $\frac{1}{12}$ of three weeks' ordinary pay.

(b) *Day Workers*.—The annual holiday shall be as prescribed by the provisions of the *Factories and Shops (Annual Holidays) Act 1946*, No. 5111, and any amendments which may be made thereto from time to time.

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

- 10 hours for each completed month as a shift worker, and
- 6 $\frac{3}{4}$ hours for each completed month as a day worker.

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

COMPENSATION FOR LOSS OF PERSONAL EFFECTS.

16. If an employee should sustain damage or loss of his personal effects or equipment by fire, explosion, foundering, shipwreck, collision, stranding, or by any other cause whatsoever not attributable to the employee's neglect, the employer shall compensate him for such damage or loss by a cash equivalent to the value thereof, to a maximum of £20.

CLEANING AND FUMIGATION.

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

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

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

ACCOMMODATION.

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

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

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

EXISTING CUSTOMS AND PRACTICES.

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

MEDICINE CHESTS.

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

DEFINITION.

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

PART V.

This Part applies to all persons employed under this Determination.

PERIODICAL ADJUSTMENT OF WAGES.

1. The wages rates set out in clauses 1 of Parts I., II., III., and IV., hereof are based upon the following basic wage, and, pursuant to the provisions of section 21 of the *Factories and Shops Act 1934*, the Board hereby determines that such rates shall be automatically adjusted by the same amount and at the same time as such basic wage as prescribed in clause 2 of this Part.

Basic Wage.

Place.	Basic Wage (Adjustable).	Index Number Set Assigned.
	£ s. d.	
Within the area to which this Determination applies	8 2 0	Melbourne

ADJUSTMENT OF BASIC WAGE.

2. (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, 1951, the amount of the Basic Wage shall be as prescribed in clause 1 of this Part.

(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 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 .103 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.

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

J.W. RYAN, Secretary.

Melbourne, 15th December, 1950.

