



# VICTORIA GOVERNMENT GAZETTE.

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[1952

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.

IN 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 "employed as seamen in vessels working exclusively in and around Port Phillip Bay" has made the following Determination, namely:—

That as from the 26th November, 1951, 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 including employees on craft controlled by The Melbourne Harbour Trust which are generally engaged for 50 per cent. or more of their working time at commercial towing.

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

#### 1. (a) WAGES PER WEEK.

	£ s. d.
Fireman .. .. .	12 5 6
A.B. .. .. .	11 15 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.

	Ordinary Wage.	Sea-Going Allowance.	Total Wage.
	£ s. d.	£ s. d.	£ s. d.
Fireman .. .. .	10 7 6	1 17 0	12 4 6
A.B. .. .. .	9 18 3	1 17 0	11 15 3
Ordinary Seaman .. .. .	8 15 10	1 8 0	10 3 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).

(iii) Notwithstanding the provisions of Placitum (i) hereof, if an employee is required to perform outside duty for two successive weeks he shall, within the next two successive weeks, receive the hours off duty that he is entitled to under the said Placitum (i), plus an additional sixteen hours (i.e. an additional eight hours for each week of outside duty.)

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

## DAILY SPREAD OF HOURS.

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

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

## OVERTIME.

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

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

## RAISING STEAM AND BANKING FIRES.

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

## MEAL HOURS.

(Exclusive of working time.)

*Pilot Ship employees "in port".*

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

Breakfast between 8 a.m. and 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, or on any other craft engaged in dredging operations, except on craft controlled by The Geelong Harbour Trust.

Provided that any employee on any craft which is generally engaged for 50 per cent. or more of its working time at commercial towing shall be covered by the provisions of Part I. of this determination.

## WAGES PER WEEK.

1 (a) Day Workers :—										£ s. d.			
A.B.	..	..	..	..	..	..	..	..	..	..	11	5	0
Deck Hand	..	..	..	..	..	..	..	..	..	..	10	16	0
Fireman	..	..	..	..	..	..	..	..	..	..	11	14	0
Greaser	..	..	..	..	..	..	..	..	..	..	11	15	0
Winchman	..	..	..	..	..	..	..	..	..	..	11	11	6
Coal Gang Hand	..	..	..	..	..	..	..	..	..	..	11	5	0
Diver	..	..	..	..	..	..	..	..	..	..	14	5	0

Provided that any employee on a craft which is regularly engaged for less than 50 per cent. of its working time at commercial towing shall be paid at the appropriate rate prescribed in Part I of this Determination, with a minimum payment for two hours on any day whilst so employed.

(b) A Diver's Assistant shall be paid, whilst engaged as such, at the rate prescribed for an A.B. plus an allowance at the rate of £1 per week.

(c) Any person working inside a boiler or furnace, cleaning inside the casing of internal combustion engines, clearing 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
- 6½ hours for each completed month as a day worker.

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

**COMPENSATION FOR LOSS OF PERSONAL EFFECTS.**

17. If an employee should sustain damage or loss of his personal effects or equipment by fire, explosion, foundering, shipwreck, collision, stranding, or by any other cause whatsoever not attributable to the employee's neglect, the employer shall compensate him for such damage or loss by a cash equivalent to the value thereof, to a maximum of £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, pillowslips, sheets, a well-filled pillow, two blankets (a third blanket to be supplied in cold weather), towels, toilet soap, crockery, and cutlery. The mattress and pillow shall be of flax or other fibre, but not of straw or tow.

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

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

**EXISTING CUSTOMS AND PRACTICES.**

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

**MEDICINE CHESTS.**

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

**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 Harbor Trust.

**WAGES PER WEEK.**

1. (a) *Day Workers* :—

	£	s.	d.
A.B. .. .. .	11	5	0
Deck Hand .. .. .	10	16	0
Fireman .. .. .	11	14	0
Greaser .. .. .	11	15	0
Winchman .. .. .	11	11	6
Coal Gang Hand .. .. .	11	5	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 Harbor Trust Commissioners that he has been so classified, shall, irrespective of the nature of the craft upon which he may be employed from time to time, be classified and paid as such.

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

Should he so satisfy the 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 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 $\frac{1}{2}$  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 .. .. .	9 19 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, 1952, 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, 26th November, 1951.





VICTORIA  
GOVERNMENT GAZETTE.

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No. 30]

FRIDAY, JANUARY 25.

[1952

Factories and Shops Acts.

DETERMINATION OF THE SUGAR REFINERS BOARD.

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

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

(a) in connexion with the trade of sugar refining;

(b) in the manufacture or treatment of the by-products of sugar;

has made the following Determination, namely:—

1. That on the 13th December, 1951, the last previous Determination of this Board shall be revoked and replaced by this Determination.

APPRENTICES, IMPROVERS, OR JUVENILE WORKERS.

2.

Wages per Week of 40 Hours.

Males.			Percentage of Basic Wage.	Weekly Wage.	Females.			Percentage of Female Basic Wage.	Weekly Wage.
				<i>s. d.</i>					<i>s. d.</i>
Under 16 years	..	..	34	67 6	Under 16 years	..	..	50	74 6
16 years	..	..	40	79 6	16 years	..	..	60	89 6
17 "	..	..	51	101 6	17 "	..	..	70	104 6
18 "	..	..	68	135 6	18 "	..	..	80	119 0
19 "	..	..	79	157 0	19 "	..	..	90	134 0
20 "	..	..	90	179 0	20 "	..	..	95	141 6

Provided that any female 19 years of age or over, with six months' experience at the trade, shall be deemed to be an adult.

PROPORTION (IN ANY PLACE).

Apprentices or Improvers.

*Males.*

One apprentice and one improver to every three or fraction of three workers receiving not less than the rate payable from time to time to "All others."

PROPORTION (IN ANY PLACE).

Apprentices or Improvers.

*Females.*

One apprentice and one improver to every three or fraction of three workers receiving not less than the rate payable from time to time to "Adult Females."

3.

OTHER EMPLOYEES.  
Wages per Week of 40 Hours.

	Adjustable Rate.	Additional Constant Loading.	Emergency Loading (non-adjustable).	Total Weekly Wage.
<i>Adult Males.</i>				
<b>Raw Sugar Store—</b>				
Unstoring raw sugar .. .. .	213 0	11 0	5 0	229 0
Men cutting in .. .. .	214 0	11 0	5 0	230 0
Whip hand unstoring raw sugar .. .. .	209 0	11 0	5 0	225 0
Whip hand at elevator .. .. .	209 0	11 0	5 0	225 0
Elevator attendant .. .. .	214 0	11 0	5 0	230 0
Wash tank hands .. .. .	207 0	11 0	5 0	223 0
Wash tank hands—assistants .. .. .	206 0	11 0	5 0	222 0
Riggers .. .. .	214 0	11 0	5 0	230 0
<b>Melting House—</b>				
Washing fugalmen .. .. .	212 6	11 0	5 0	228 6
Melter attendant .. .. .	207 0	11 0	5 0	223 0
Mixer .. .. .	207 0	11 0	5 0	223 0
<b>Carbonatation House—</b>				
Men on liquor filter presses .. .. .	208 0	11 0	5 0	224 0
Men on mud .. .. .	208 0	11 0	5 0	224 0
Leading hand .. .. .	220 0	11 0	5 0	236 0
Men on gas tank .. .. .	213 0	11 0	5 0	229 0
Men on crushing and stacking lime .. .. .	207 0	11 0	5 0	223 0
Men on washing and checking filterpress sheets .. .. .	208 0	11 0	5 0	224 0
<b>Char End—</b>				
Kiln repairers .. .. .	207 0	11 0	5 0	223 0
Kiln firemen .. .. .	215 0	11 0	5 0	231 0
Wet charmen .. .. .	215 0	11 0	5 0	231 0
Char runners .. .. .	215 0	11 0	5 0	231 0
<b>Pan Floor—</b>				
First sugar boilers .. .. .	223 0	11 0	5 0	249 0
Second sugar boilers .. .. .	224 0	11 0	5 0	240 0
Employee attending triple effeet and assistant sugar boiler .. .. .	210 0	11 0	5 0	226 0
Pan attendant .. .. .	207 0	11 0	5 0	223 0
Refined sugar fugalmen .. .. .	212 6	11 0	5 0	228 6
Refined sugar fugalmen—Leading hands .. .. .	222 6	11 0	5 0	238 6
<b>Jelly House—</b>				
Leading hand .. .. .	217 6	11 0	5 0	233 6
Jelly fugalmen .. .. .	207 0	11 0	5 0	223 0
<b>Refined Sugar Store—</b>				
Receiving at truck yard (leading hands) .. .. .	217 0	11 0	5 0	233 0
Icing mill attendant .. .. .	207 0	11 0	5 0	223 0
Driers (leading hand) .. .. .	217 0	11 0	5 0	233 0
Driers (others) .. .. .	207 0	11 0	5 0	223 0
Automatic scale attendant .. .. .	216 0	11 0	5 0	232 0
Automatic scale hands .. .. .	207 0	11 0	5 0	223 0
Employee engaged loading trucks .. .. .	207 0	11 0	5 0	223 0
Bag room checkers .. .. .	207 0	11 0	5 0	223 0
Truckers and stackers .. .. .	207 0	11 0	5 0	223 0
Leading hand packing floor .. .. .	217 0	11 0	5 0	233 0
Hand packing sugar .. .. .	207 0	11 0	5 0	223 0
<b>Golden Syrup and Treacle—</b>				
Men packing and weighing (bulk) .. .. .	208 0	11 0	5 0	224 0
Golden syrup and treacle mixer .. .. .	210 0	11 0	5 0	226 0
<b>Liquor runners .. .. .</b>	223 0	11 0	5 0	239 0
Liquor runners—assistants .. .. .	207 0	11 0	5 0	223 0
<b>Distillery—</b>				
Stillman .. .. .	226 0	11 0	5 0	242 0
Mashman .. .. .	213 0	11 0	5 0	229 0
C.O2 Bottle Attendant .. .. .	216 0	11 0	5 0	232 0
<b>Spirit and Methyiating Rooms—</b>				
Leading hand .. .. .	228 6	11 0	5 0	244 6
Assistants .. .. .	212 6	11 0	5 0	228 6
<b>Cane-ite Store—</b>				
Men storing and unstoring cane-ite and hardboard .. .. .	208 0	11 0	5 0	224 0
Leading hand cleaning gang .. .. .	217 0	11 0	5 0	233 0
Unstoring and/or loading bales for shipment .. .. .	218 0	11 0	5 0	234 0
All others .. .. .	204 0	11 0	5 0	220 0
Adult females (a) with less than 6 months' experience at the trade .. .. .				149 3
(b) with 6 months or more experience at the trade .. .. .				151 3

ADULT RATE TO BE PAID.

4. Male juniors employed as automatic scale hands reaching the age of 20 years, having at least 2 years' experience, shall receive adult rates applicable to that class of work.

SHIFT WORKERS (OTHER THAN CONTINUOUS SHIFT WORKERS).

5. (a) The ordinary working hours of shift workers shall be as follows:—

Night Shift—

Time of Beginning—11 p.m. on Sunday, Monday, Tuesday, Wednesday, and Thursday.

Time of Ending—7 a.m. on Monday, Tuesday, Wednesday, Thursday, and Friday.

Day Shift—

7 a.m. to 3 p.m. on Monday, Tuesday, Wednesday, Thursday, and Friday.

Afternoon Shift—

3 p.m. to 11 p.m. on Monday, Tuesday, Wednesday, Thursday, and Friday.

(b) Except at his own request any employee required to change from any of the above shifts to a shift other than his normal shift shall be paid at overtime rates for the first shift, unless he receives 48 hours notice of such change.

## DAY WORKERS.

6. Day worker is an employee who ordinarily works between 7.30 a.m. and 4.30 p.m., except at the distillery where the employee ordinarily works between 8 a.m. and 5 p.m. with a break of one hour for a meal between 12 noon and 1 p.m. on Monday, Tuesday, Wednesday, Thursday, and Friday. When an employee is required to work between 12 noon and 1 p.m. he shall be paid time and a half for such work, and in addition shall be allowed time off for a meal. The provisions of this clause shall not apply to shift workers as defined in clauses 5 and 7.

## CONTINUOUS SHIFT WORKERS.

7. For the purposes of this clause the expression "continuous work" means work carried on with consecutive shifts of men throughout the 24 hours of each of at least six consecutive days without interruption.

(a) The ordinary working hours of employees on continuous work shifts shall not exceed an average of 40 per week spread over a period of 1, 2, 3 or 4 weeks to be worked in shifts of eight hours, including such time as by mutual arrangement may be taken for meals.

(b) There shall be a roster of shifts which shall:—

- (i) provide for rotation unless all the employees concerned desire otherwise;
- (ii) provide for not more than eight shifts to be worked in any nine consecutive days; and
- (iii) not be changed until after four weeks' notice.

(c) For all time of duty outside the limits of the ordinary hours prescribed in clause (a) hereof, an employee on continuous work shifts shall be paid at double rates. But this shall not apply to arrangements between employees themselves or in cases due to rotation of shift or when the relief does not come on duty at the proper time.

(d) Employees on continuous work shifts working any Sunday or holiday shift shall be paid at the rate of time and a half for such shift.

(The provisions of clause 7 shall apply only to persons employed at the distillery of the Colonial Sugar Refining Co. Ltd. at Yarraville.)

## TERMS OF ENGAGEMENT.

8. (a) Employees are to be engaged as weekly or casual employees. A weekly employee is one engaged by the week and paid by the week, and whose engagement shall be terminable by one week's notice on either side, such notice not to be continued from week to week.

(b) After one full week's work, such notice shall be given by either employer or weekly employee, or in lieu of such notice, one week's wages shall be paid or forfeited, as the case may be.

(c) A weekly employee to be entitled to the weekly wage shall be available and willing to perform such work as may be lawfully and reasonably required by the employer during the days and hours usually worked by such class of employee, provided that an employer may deduct payment for any day during which the employee cannot be usefully employed by reason of any strike, breakdown of machinery or any other cause for which the employer cannot reasonably be held responsible.

(d) "Casual Worker" means a worker employed for less than six (6) consecutive days, with a minimum of two (2) hours in any day. He shall be paid at the rate of ten per cent. (10%) in addition to the rate prescribed in this Determination on an hourly basis. The provisions of this sub-clause shall not apply to a casual worker storing raw sugar.

## EXTRA RATES AND ALLOWANCES.

9. In addition to the wages prescribed herein, the following extra rates and allowances shall be paid to adult males:—

- (i) Any employee who works on shift shall be paid an additional allowance of 2s. 3d. per shift.
- (ii) Day workers, as defined in clause 6 hereof, required to work a night shift or night shifts shall be paid ordinary rates plus 5s. per shift whilst so required.
- (iii) Employees classified as "All others," who are directed to enter and clean tanks, viz.:—Carbonation tanks, house syrup tanks on roof, black boil-out tanks, extension tanks, scrubbers, crystallizers, char dust towers and gibb driers shall receive an additional 1s. 3d. for each hour or part of an hour spent in such work.
- (iv) Employees classified as "All others" who are directed to handle dry lime, sulphuric acid, muriatic acid, super cel or bones shall receive an additional 1s. for each day or part of a day on such work.
- (v) Employees in the raw sugar store whilst engaged unstoring, cutting in, facing and/or turning bags shall be paid as special allowances the rate per week set out hereunder:—

Men unstoring, cutting in or facing bags .. .. .	6s. per week
Men turning bags .. .. .	5s. per week

The allowances prescribed in this sub-clause are granted in consideration of and cover all disabilities associated with the handling of damaged, sweated and/or hard sugar from time to time.

## DEFINITION OF JUVENILE WORKERS.

10. Persons under 21 years of age (other than apprentices or improvers) employed turning bags, sweeping trucks, receiving and placing sacks, driving friction winches, packing sugar and sewing mouths of bags, trucking sugar, collecting samples, labelling, filling golden syrup and treacle tins.

## OVERTIME (other than continuous Shift Workers).

11. All work done in excess of eight hours in any one day or in excess of 40 hours in any one week shall be paid for at the rate of time and a half for the first two hours and double time thereafter.

In computing overtime under this clause, each day's work shall stand alone.

Any employee who is required to work overtime shall be paid the overtime rate for a minimum of half an hour.

## LATE ATTENDANCE.

12. Any employee arriving late to work shall have a deduction made of a quarter of an hour's pay for each quarter of an hour or portion thereof that he is late.

## ANNUAL HOLIDAY.

13. 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.

(In his or her own interests each employer of labour should obtain a copy of the above Act which may be purchased from the Government Printer, Melbourne, at a cost of 9d., plus postage.)

## SICK PAY.

14. Any employee with not less than six months' service who does not attend for duty by reason of personal ill-health shall be allowed ordinary rates for the actual time of such non-attendance, provided he produces or forwards within 24 hours of the commencement of such absence evidence satisfactory to the management that his non-attendance was due to personal ill-health.

An employee shall not be entitled to any allowance on this ground for more than five days (the equivalent of 40 hours' pay) in each calendar year, but sick leave allowable under this clause may accumulate subject to continuous employment for a total of three years (the equivalent of 120 hours' pay).

No payment shall be made to employees on discharge or resignation in respect of accumulated sick leave.

Personal ill-health does not include ill-health which is the result of an accident or ill-health the result of misconduct.

**MEAL ALLOWANCE.**

15. Employees required to work a minimum of one and a half hours' overtime shall be entitled to 3s. 6d. tea money unless notified the previous day that they will be required to work overtime. If after having been notified accordingly and their service for overtime are not required the allowance of 3s. 6d. for tea money shall be payable.

**SPECIAL RATES FOR SUNDAYS AND HOLIDAYS (OTHER THAN CONTINUOUS SHIFT WORKERS).**

16. (a) All time worked except between 11 p.m. and midnight on Sundays, New Year's Day, Australia Day, Good Friday, Easter Monday, Labour Day, King's Birthday, Melbourne Cup Day, Christmas Day, and Boxing Day shall be paid for at the rate of double time; but if any other day be by Act of Parliament or Proclamation substituted for any of the abovementioned holidays, the special rate shall only be payable for work done on the day so substituted.

(b) Employees (other than casual employees and continuous shift workers) shall be paid at ordinary rates for Anzac Day and the holidays set out in the preceding sub-clause although they do not work.

**PAYMENT OF WAGES.**

17. Wages shall be payable weekly and not later than Thursday of each week. On pay day the finishing whistle shall be sounded five minutes earlier than the usual finishing time.

**PIECEWORK.**

18. The Board determines, under the provisions of section 150 of the *Factories and Shops Act 1928* (No. 3677), that any employer may fix and pay piecework prices to any person or persons or classes of persons employed at any work for which the Board has fixed the minimum wage, provided that such employer shall base such piecework prices on the earnings of an average worker working under like conditions, and such piecework prices shall be fixed so that an average worker can earn not less than the wages that are fixed by the Board for such work.

**PERIODICAL ADJUSTMENT OF WAGES.**

19. The wages rates for adult males set out in clause 3 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 as prescribed by clause 20.

**BASIC WAGE.**

Place.	Basic Wage. (Adjustable)	Index Number Set Assigned.
	£ s. d.	
Throughout the State .. .. .	9 19 0	Melbourne

**ADJUSTMENT OF BASIC WAGE.**

20. (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, 1952, the amount of the Basic Wage shall be as prescribed in clause 19.

(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.

(d) The wages rates for adult females are based on a basic wage being 75 per cent. of the basic wage for adult males calculated to the nearest 6d., half or less than half of 6d. to be disregarded. The wages rates for adult females shall be adjusted by increasing or decreasing such rates by the amount of the difference from time to time in the said basic wage for females.

(e) The wages of apprentices, improvers or juvenile workers shall be the appropriate percentages as set out in clause 2, such wages shall be calculated to the nearest 6d., half or less than half of 6d. to be disregarded.

P. A. RANGLES, J.P., Chairman.

J. V. WILLOX, Secretary.

Melbourne, 28th November, 1951.