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VICTORIA GOVERNMENT GAZETTE.

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[1951

Factories and Shops Acts.

DETERMINATION OF THE HAM AND BACON CURERS 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 appointed to "determine the lowest prices or rates which may be paid to any person or persons or classes of persons employed either inside or outside a factory or work-room in the process, trade, or business of a ham and bacon curer," has made the following Determination, namely:—

1. 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.

IMPROVERS.

2.

Wages.

	Percentage of Basic Wage.	War Loading.	Total Weekly Wage.	
			Until the Beginning of the First Pay Period to Commence in February, 1951.	Thereafter.
		s. d.	s. d.	s. d.
First year	43	1 0	70 0	73 6
Second year	53	1 0	86 6	90 6
Third year	67	2 0	110 0	115 0
Fourth year	91	2 3	149 0	156 0
Fifth year and until reaching the age of 21 years	100 plus 9s.	3 0	173 0	181 0

*Proportion (in any place).—*The number of improvers employed in any factory shall not exceed one to every three or fraction of three adult employees. An employer actually working in a factory for the whole or a substantial part of his time shall be treated as an adult for the purpose of this clause.

OTHER EMPLOYEES.

Wages.

3. (i) Until the beginning of the first pay period to commence in February, 1951.

	Adjustable Weekly Rate.	War Loading. Non-Adjustable.	Total Weekly Wage.
	£ s. d.	s. d.	£ s. d.
<i>(a) Other than Small Goods Section—</i>			
Leading hands in the slaughtering and curing departments	10 11 0	3 0	10 14 0
General assistants in the slaughtering department, cutters-up, rollers, bacon trimmers, and leading hands in the lard and tallow department	9 18 6	3 0	10 1 6
First assistant in the curing department	9 18 6	3 0	10 1 6
Other assistants in the curing department	9 13 6	3 0	9 16 6
Other employees in the lard and tallow department, gut runners, smoke fillers, smoke room and drying room employees, packers, washers of hams and bacon and ham baggers	9 9 0	3 0	9 12 0
Yardmen { For 48 hours per week	9 12 6	3 0	9 15 6
{ For 40 hours per week	9 6 6	3 0	9 9 6
All others	9 3 6	3 0	9 6 6
<i>(b) Small Goods Section—</i>			
Small goods men (i.e., men employed principally on mixing machines and/or responsible for the making of small goods)	10 4 0	3 0	10 7 0
Filler-men	9 14 6	3 0	9 17 6
Small goods makers, (other than small goods men as above mentioned) butchers, small goods sellers from vehicles who collect cash, boners, salters, scalders and cookers	9 18 6	3 0	10 1 6
Packing room hands	9 8 6	3 0	9 11 6
Linkers and table hands	9 7 6	3 0	9 10 6
All others	9 1 0	3 0	9 4 0

(ii) Thereafter the weekly rates shall be increased by 8s.

HOURS OF LABOUR.

4. The ordinary hours of work shall not exceed 40 per week to be worked in 5 days, Monday to Friday inclusive, between the hours of 7.30 a.m. to 5.30 p.m. on Monday to Friday inclusive, or if the employer and Union so agree in 5½ days, Monday to Saturday inclusive, where the hours shall be mutually arranged between the parties.

MEAL INTERVALS.

5. (a) Employees shall be granted one hour for lunch on a full working day between noon and 2 p.m. or, if employees are working on shift work, between the fourth and fifth hour of work.

(b) Meal intervals, where allowed, shall not be counted as part of the daily or weekly hours worked.

OVERTIME.

6. All time worked—

(a) in excess of 40 hours per week; or

(b) before the fixed starting time or after the fixed finishing time shall be paid at overtime rate, viz., time and a half for the first four hours and double time thereafter.

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

ANNUAL LEAVE.

Period of Leave.

7. (a) Except as hereinafter provided a period of fourteen consecutive days leave with payment of ordinary wages as prescribed shall be allowed annually to an employee by his employer after a period of twelve months' continuous service (less the period of annual leave) with such employer.

Seven Day Shift Workers.

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

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

Public Holidays Excluded.

(c) (i) Such period of annual leave shall not include public holidays observed on working days but shall include all other non-working days.

(ii) If any public holiday falls within an employee's period of annual leave and is observed on the day which in the case of that employee would have been an ordinary working day, there shall be added to that period one day, being an ordinary working day for each such holiday observed as aforesaid.

(iii) Where an employee without reasonable excuse proof whereof shall lie upon him is absent from his employment on the working day prior to the commencement of his annual leave or fails to resume work at his ordinary starting time on the working day immediately following the last day of the period of his annual leave the employee shall not be entitled to payment for the public holidays which fall within his period of annual leave.

Broken Leave.

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

Notice of Leave to be given.

(e) At least seven days' notice shall be given to an employee as to when he is to commence his leave and if such notice be withdrawn by an employer, the employee if he postpones his leave, shall be compensated by the employer for any reasonable out of pocket loss occasioned thereby but in case of dispute the amount shall be settled by the Wages Board.

Time when Leave to be granted.

(f) Any leave to which an employee may become entitled hereunder shall be granted by the employer within three calendar months of the same becoming due.

Provided that if because of the conditions operating in any particular industry or of circumstances over which he has no control an employer considers it impossible for him to grant leave to an employee within the said period he may by agreement with the Secretary for Labour postpone such leave until a later date and in default of agreement he may submit the matter to the Wages Board which shall have power to postpone such leave until such later date as it sees fit.

Provided that in very exceptional circumstances payment may be made for the whole or any part of the leave as has been prescribed provided that consent of the Secretary for Labour has been obtained. In the event of such consent not being granted the employer may submit the matter to the Wages Board.

Where an employee has become entitled to annual leave hereunder, but leaves or is dismissed for any cause before such leave is granted to him, he shall be paid two weeks' wages in lieu of such leave.

Leave to be given and taken.

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

Payment of Wages.

(h) Each employee before going on leave shall be paid two weeks' wages except a shift worker or an employee taking his leave pursuant to sub-clause (d) of this clause either of whom shall be paid the amount of wage he would have received in respect of the ordinary time which he would have worked had he not been on leave during the relevant periods due to him for the period for which he is entitled to leave. For the purposes of this sub-clause and sub-clause (j) hereof the wages shall be at the amount prescribed in this Determination for the occupation at which the employee was ordinarily employed immediately prior to the commencement of his leave or the termination of his employment as the case may be, but in the event of an employee being engaged during a period of four weeks prior to such commencement or termination on two or more occupations entitling him to different rates of pay, the wages to be paid to such employee hereunder shall be the amount of his average weekly wages for ordinary working time over such period of four weeks.

Leave in Advance.

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

(ii) Where leave has been taken by an employee pursuant to sub-clause (i) (i) hereof before the right thereto has accrued due and the employee subsequently leaves or is discharged from the services of the employer before completing the twelve months' continuous service in respect of which the leave was granted, the employer may for each one complete month of the qualifying period of twelve months not served by the employee, deduct from whatever remuneration is payable upon the termination of the employment one-twelfth of the amount of wage paid on account of the annual leave, which amount shall not include any sums paid for any of the holidays prescribed in clause 9 of this Determination. Provided that in cases where such leave is granted at the request of the employee the employer may when making payment under sub-clause (h) hereof, withhold from the employee a sum equal to one-twelfth for each completed month of the qualifying period not served by the employee at the time of going on such leave and retain such sum until the expiration of such qualifying period.

Proportionate Payment.

(j) Proportionate payment shall be made in respect of each completed month of continuous service in any qualifying twelve monthly period when an employee lawfully leaves his employment or his employment is terminated by his employer through no fault of the employee.

Calculation of Continuous Service.

(k) (i) Continuity of service shall be deemed to be continuous notwithstanding—

- (a) any interruption or termination of the employment by the employer if such interruption or termination has been made with the intention of avoiding obligations hereunder in respect of annual leave;
- (b) any absence from work of not more than fourteen days in the twelve months on account of sickness or accident (proof whereof shall be on the employee);
- (c) any absence on account of leave granted imposed or agreed to by the employer;
- (d) any absence due to reasonable cause (including absences on account of sickness or accident of more than fourteen days) proof whereof shall be on the employee;
- (e) any absence in respect of which an employee suffers loss of pay for any public holiday falling within the employee's period of annual leave in pursuance of the terms of sub-clause (d) hereof.

Provided that in cases of personal sickness or accident or absence with reasonable cause the employee to become entitled to the benefit of this sub-clause shall if practicable inform the employer in writing within 24 hours after the commencement of such absence of his inability to attend for duty and as far as practicable the nature of the illness injury or cause and the estimated duration of his absence.

(ii) In calculating a period of twelve months continuous service—

- (a) (1) any annual leave taken therein;
- (2) any absences of the kind mentioned in (a) and (b) of paragraph (i) above.

shall be counted as part of such period.

(b) in respect of absences of the kind mentioned in (c) and (d) of paragraph (i) above the employee shall serve such additional period as part of his qualifications for annual leave as will equal the period of such absences.

(c) (1) where an employee is absent from work for any cause whatsoever the employer shall if so required by the employee notify the employee within fourteen days of the receipt of such request whether the employer regards such absence as breaking either conditionally or unconditionally the continuity of service of such employee. If the employee does not make such request within seven days of his return to work after any such absence such absence shall be deemed to have broken such continuity. If the employer does not give such notice within the said fourteen days such absence shall not be deemed to be such a break.

The employee shall make such request in writing and shall deliver same to the employer's office at the shop or factory where he is employed or if there be no such office to the manager of such factory or shop or in his absence to the employee's foreman.

The employer shall give the notification to the employee by having same delivered to such employee personally in writing.

(2) where an employee has been absent from his employment, and the employer has notified him that such absence is regarded as a break in the continuity of service, the employee may within fourteen days of such notification from the employer, appeal to the Wages Board against such notification of the employer.

Calculation of Month.

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

Successor or Assignee or Transmittee.

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

Annual Close Down.

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

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

Disputes.

(o) Any dispute as to the rights of an employee to or with respect to annual leave shall be dealt with by the Wages Board.

MEAL ALLOWANCE.

8. Employees required to work overtime for more than two hours on any one day without having been notified on the preceding day that they would be required so to work shall be paid the amount of 2s. 6d. money in addition to any overtime payment to which they may be entitled.

HOLIDAYS.

9. (a) The following days, or the days observed in lieu thereof, shall be holidays and shall be paid for as though worked:—

New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, King's Birthday, Christmas Day, Boxing Day, and Union Picnic Day.

(b) For work done in the delivery of small goods on these days time and a half shall be paid up to 9.30 a.m. and on Good Friday up till 11.30 a.m.

(c) In Melbourne, Melbourne Cup Day shall be observed as a holiday instead of King's Birthday.

(d) On any such holidays except Christmas Day, Anzac Day and Union Picnic Day, employees if required shall work for not more than two hours, but on Good Friday for not more than four hours at time and a half rates. On Christmas Day essential work only shall be worked.

(e) If an employee is dismissed within fourteen days before any of the holidays abovementioned and is re-engaged within fourteen days after any of the holidays abovementioned he shall be deemed to have been dismissed for the purpose of evading payment for such holidays and any payment so evaded shall be due and payable to the employee.

(f) For any work done on holidays except as provided in sub-clause (e) hereof double time shall be paid.

SUNDAY WORK.

10. All work performed on Sundays except attention to horses or other live stock shall be paid for at double rates with a minimum payment for four hours. For attention to horses or other live stock on Sundays ordinary rates shall be paid.

MORNING BREAK.

11. All employees shall be granted an interval off duty for fifteen minutes in the morning between 9.30 a.m. and 10.30 a.m., such interval to be without loss of pay to the employee.

PAYMENT OF WAGES.

12. (a) Wages due under this Determination to a weekly employee shall be paid in cash on Thursday in each week.

(b) Employers may, if they so desire, keep two days' pay in hand.

(c) Where the services of an employee are dispensed with all wages owing to him shall be paid to him on the day of his dismissal.

(d) Wages due under this Determination to a casual employee shall be paid immediately upon the termination of work on each day on which he is engaged.

(e) By agreement with their employees, country bacon factories may pay wages fortnightly on Friday nights.

TIME BOOKS.

13. (a) Each employer at each place at which he carries on business under this Determination shall provide a time book or time sheet, in which each day's starting and finishing times, and the times allowed for meals and each day's hours of work of each employee shall be entered (including overtime if any), and the wages received each week: such entries shall at least once a week, be vouched for by the signature of the employer or his representative or manager. The time book or time sheet shall not be destroyed by the employer or his representatives or manager for a period of at least twelve months from the date of the last entry therein.

(b) The time book or time sheet shall conform to the following specimen:—

Attendance, Time and Wages Book.

Date.	Employee's Name.	Starting Time.	Finishing Time.	Time Allowed for Meals.	Ordinary Hours Worked.	Overtime Hours Worked.	Time Worked During Meal Hours.	Payment Ordinary Time.	Payment Overtime.	Tea Money &c.	Payments.
											£ s. d.

I, the abovenamed employee a member of the Australasian Meat Industry Employees Union, employed as a

heroby certify that this is a true record of the time worked and the amount paid to me for week ending

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The employee must strike out the words not required and initial same.

(Employee's Signature)

Vouched for as correct by the Employer.

Signature.

Less wages tax (if any)

Total payment

Tax Stamps, &c.

(c) The time book or time sheet shall, on demand, be produced by the employer for inspection at the place where it is kept at any time between 10 a.m. and 4 p.m. Monday to Thursday inclusive and between 10 a.m. and 1 p.m. on Friday to an official of the Australasian Meat Industry Employees Union who has been authorized in writing, to inspect the same by the General Secretary or the Secretary of a State Branch of the said Union; or to an official of the Meat and Allied Trades Federation of Australia who has been authorized, in writing, to inspect the same by the General Secretary or the Secretary of a State branch of the said Federation.

(d) An inspection shall not be demanded unless the Secretary of the Union or Federation or the district secretary or organizer of any division of the Union or Federation suspects that a breach of this Determination is being or has been committed.

(e) Only one demand for such inspection shall be made in any one fortnight at the same establishment and no inspection shall be demanded on a Saturday:

Provided that one further demand may be made within a fortnight of a previous demand if the secretary, district secretary or organizer certifies in writing that the reason for such further demand is that he suspects that a breach of this Determination is being or has been committed and that such certificate is produced to and a copy thereof handed to the employer or his responsible officer at the time of demanding such further inspection.

(f) The official making an inspection shall be entitled to take a copy of entries in the time book or time sheet relating to the suspected breach of the Determination.

RIGHT OF ENTRY.

14. A duly accredited representative of the Australasian Meat Industry Employees Union shall have the right to enter employers' premises during the meal hour for the purpose of interviewing employees on legitimate union business on the following conditions:—

- (a) that he produces his authority to the manager or such other person as may be appointed by the employer;
- (b) that he interviews employees only at the place where they are taking their meal;
- (c) that not more than one representative visits the premises at any one time;
- (d) that not more than one representative visits the same premises more than once in a week; and
- (e) that if any employer alleges that a representative is unduly interfering with his business or is creating disaffection amongst his employees or is offensive in his methods or is committing a breach of any of the previous conditions such employer may refuse the right of entry but the representatives shall have the right to bring such refusal to the Wages Board.

ENGAGEMENT.

15. (a) Except in casual employment, all employment shall be by the week. An employee, to become entitled to payment on a weekly basis, shall perform such work as the employer shall from time to time require on the days and during the hours usually worked by the class of employee affected.

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

(c) An employee not attending for duty shall lose his pay for the actual time of such non-attendance unless he produces or forwards to his employer, within 24 hours of the commencement of such absence, evidence satisfactory to the employer that his non-attendance is due to personal accident arising out of and in the course of his employment or to personal ill-health necessitating such absence:

Provided that an employee shall not be entitled to payment for non-attendance on the ground of personal accident or personal ill-health or both, for more than six days in each year. An employer may by agreement with any employee grant such employee a clear week's holiday on full pay in lieu of payment for absence through sickness.

For the purposes of this clause each year shall commence on the 1st day of July.

LEAVE TO ATTEND UNION BUSINESS.

16. Leave of absence from work to attend any Union business shall be allowed by the employer to any employee member of the Union concerned, provided fair and reasonable notice is given to the employer. Provided also that such leave shall be restricted to one employee at a time in the employment of any one employer and such employee shall not be entitled to payment for the time he is so absent from his employment.

MISCELLANEOUS PROVISIONS.

17. (a) The employer shall provide boiling water for the use of employees at meal times.
- (b) First aid appliances and requisites shall be provided free of cost by employers for the use of employees meeting with injuries while on duty.
- (c) The employer shall provide for his employees reasonable facilities for the taking of meals and changing of clothes.
- (d) Any dispute arising under this clause shall be determined finally by the Wages Board.

POSTING DETERMINATION.

18. A copy of this Determination shall be posted up by the employer in a conspicuous place accessible to all employees.

PERIODICAL ADJUSTMENT OF WAGES.

19. The wages rates for adults 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	8 9 0	Five towns, Victoria

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 May, 1951, 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 May, an August, a November, or a February, 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 rates for improvers shall be the appropriate percentages as set out in clause 2, and in addition thereto the war loadings specified. 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, 18th January, 1951.

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