



# VICTORIA GOVERNMENT GAZETTE.

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[1951

Factories and Shops Acts.

## DETERMINATION OF THE CARTERS AND DRIVERS 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 since the 15th February, 1938, has had the power to determine the lowest prices or rates which may be paid to any person, employed—

- (1) in carting or driving, or in accompanying a carter or driver, and assisting him in carting, driving, loading, unloading, or delivering in connexion with or incidental to some trade or business, but not including persons employed at such work in connexion with a trade which may be or is the subject of a Determination of any of the following Boards, viz. :—

Bread Carters Board,	Shops Board, No. 7 (Country Shop Assistants),
Chaffcutters Board,	Shops Board, No. 12 (Fuel and Fodder),
Coal and Coke Board,	Shops Board, No. 13 (Fuel and Fodder—Country),
Quarry Board,	Shops Board, No. 15 (Grocers);
Shops Board, No. 3 (Butchers),	

- (2) in or in connexion with any stable in which are stabled the horses used in his trade or business by any person subject to the Determination of the said Carters and Drivers Board;
- (3) in driving horse-drawn passenger vehicles hired or plying for hire;
- (4) in the business of a livery stable keeper or in a stable where cabs or cab horses are kept;
- (5) in connexion with motor assembly works, warehouses, or showrooms—

- (a) in driving mechanically propelled vehicles in the course of their sale, their delivery to purchasers, or their registration;
- (b) as instructor driver;

has made the following Determination, namely :—

- (a) That, as from the beginning of the first pay period to commence in May, 1951, the last previous Determination of this Board shall be revoked and replaced by this Determination.
- (b) That Part I. hereof shall apply to all persons other than those mentioned in sub-clauses (c), (d) or (e) hereunder.
- (c) That, Part II. hereof shall apply only to persons employed as bulk milk carters.
- (d) That Part III. hereof shall apply only to persons employed in the calling or occupation of a driver or dragger in the hauling or dragging of cargo on the wharf to and from the vessel's side and the wharf sheds or stacking grounds during the process of loading or unloading a vessel.
- (e) That Part IV. hereof shall apply only to persons employed by retail dairymen.
- (f) That Part V. hereof shall apply only to persons employed in connexion with the distribution of petrol and petroleum products.

## PART I.

(This Part applies to all persons other than those employed (i) as Wharf Druggers, (ii) by Retail Dairymen, (iii) in connection with the distribution of petrol and petroleum products or (iv) as Bulk Milk Carters.)

## ADULT EMPLOYEES.

1.

	Weekly Wage. (Including a Loading of 3s.)		
	Within 20 Miles of G.P.O., Melbourne; within 10 Miles of G.P.O., Geelong; within 5 Miles of the Chief Post Office, Warrnambool; and within the Mildura and Gippsland Districts.	At Yallourn.	All Other Parts of Victoria.
	£ s. d.	£ s. d.	£ s. d.
(1) Employee driving jinker, boiler truck, or float—			
One horse .. .. .	10 10 0	10 16 6	10 7 0
Two or three horses .. .. .	10 17 6	11 4 0	10 14 6
Additional horses—2s. extra per day for each extra horse			
(2) Employee driving—			
One horse .. .. .	10 0 6	10 7 0	9 17 6
Two horses .. .. .	10 8 6	10 15 0	10 5 6
Three horses .. .. .	10 13 0	10 19 6	10 10 0
Four horses .. .. .	10 16 0	11 2 6	10 13 0
Five horses .. .. .	10 17 6	11 4 0	10 14 6
Additional horses—2s. extra per day for each extra horse except when horses are drawing timber on a train line			
Horse-drawn vehicle drawing trailer—1s. extra per day for each loaded trailer or 6d. per day extra for each empty trailer, provided that not more than one trailer shall be drawn at any one time.			
(3) Employee driving motor cycle with side car ..	10 1 6	10 8 0	9 18 6
(4) Employee driving other motor vehicle having maker's capacity of—			
25 cwt. or less .. .. .	10 8 6	10 15 0	10 5 6
Over 25 cwt. but not over 3 tons .. .. .	10 14 6	11 1 0	10 11 6
Over 3 tons but under 6 tons .. .. .	10 19 0	11 5 6	10 16 0
Further tonnage—for each complete ton over 5—an extra 1s.			
Motor (not being a tractor) drawing trailer—2s. 6d. extra per day for each loaded trailer or 1s. 3d. extra per day for each empty trailer, provided that not more than one trailer shall be drawn at any one time.			
(5) Employee driving mechanical horse with or without one trailer ..	11 8 6	11 15 0	11 5 6
For each trailer above one drawn at the same time—2s. 6d. per day extra per loaded trailer and 1s. 3d. per day extra per empty trailer.			
The rates set out in classifications (2), (4) and (5) in regard to trailers shall not apply to empty trailers in transit to and/or from timber vessels at Melbourne or the Graham-street railway siding of the type usually used to unload timber			
(6) Employee driving articulated vehicle having maker's capacity of 8 tons or less ..	11 8 6	11 15 0	11 5 6
For each complete ton over 8—an extra 1s.			
(7) Employee driving machinery float having maker's capacity of 8 tons or less ..	11 13 6	12 0 0	11 10 6
For each complete ton over 8—an extra 1s.			
(8) Employee driving a straddle truck .. ..	11 8 6	11 15 0	11 5 6
(9) Loader .. .. .	10 4 0	10 10 6	10 1 0
(10) Leading Loader .. .. .	10 13 6	11 0 0	10 10 6
(11) Stableman .. .. .	9 15 0	10 1 6	9 12 0
(12) Head stableman .. .. .	10 3 0	10 9 6	10 0 0
(13) Horse driver's assistant .. .. .	9 11 0	9 17 6	9 8 0
(14) Motor driver's assistant .. .. .	9 11 0	9 17 6	9 8 0
(15) Yardman .. .. .	9 11 0	9 17 6	9 8 0
(16) Sanitary carter's mate .. .. .	11 0 6	11 7 0	10 17 6
(17) Garbage carter's mate .. .. .	10 7 0	10 13 6	10 4 0

## PART I.—(continued).

(This Part applies to all persons other than those employed (i) as Wharf Druggers, (ii) by Retail Dairymen, (iii) in connexion with the distribution of petrol and petroleum products, or (iv) as Bulk Milk Carters.)

## ADULT EMPLOYEES.—continued.

	Per Week. s. d.
Further additional amounts for	
(18) Employee carting, loading and/or unloading carbon black except when packed in sealed metal containers—5s. per day or part thereof.	
(19) Employee carting, loading and/or unloading offensive material .. .. .	6 0
(20) Employee carting, loading and/or unloading dirty material—1s. per day	
(21) Employee who is required to cart—	
Tar (other than in sealed containers) for immediate spreading upon streets,	
Tar in unsealed containers,	
Tarred material for spreading upon streets and/or spread either of them upon streets .. .. .	6 0
(22) Employee who is a recognized furniture carter engaged in removing and/or delivering furniture as defined ..	5 0
(23) Employee who is a recognized live stock carter, carting live stock as defined .. .. .	5 0
(24) Employee driving sanitary vehicle .. .. .	20 0
(25) Employee driving vehicle collecting garbage .. .. .	16 0
(26) Driver required to act as salesman of goods in his vehicle .. .. .	2 0
(27) Driver-salesman as defined in clause 28 (e) of this Determination .. .. .	10 0
Provided that no employee shall be entitled to receive, in any one week, both the additional amounts set out in items (26) and (27).	
(28) Employee handling money as defined—	
For any amount handled up to £10 .. .. .	2 0
For any amount handled over £10 but not exceeding £100 .. .. .	6 0
For any amount handled over £100 but not exceeding £300 .. .. .	10 0
For any amount handled over £300 but not exceeding £500 .. .. .	15 0
For any amount handled over £500 .. .. .	20 0
(29) Leading hands in charge of not less than three and not more than ten employees .. .. .	9 0
More than ten and not more than twenty employees .. .. .	18 0
More than twenty employees .. .. .	27 0
Provided that this item shall not apply to a leading loader.	
Where a higher further additional amount becomes payable under items (18), (19), (20), (21), (23), (24), or (25) its shall supersede any lesser additional amount contained in these items which otherwise would have been liable for payment.	

## JUNIORS.

2. (a) The minimum rate to be paid to junior employees is as follows:—
  - Under 19 years of age—65 per cent. of the total wage payable to an adult for the class of work performed.
  - 19 years and under 20 years of age—75 per cent. of the total wage payable to an adult for the class of work performed.
  - 20 years of age—the full rate payable to an adult employee for the class of work performed.
- (b) No junior under nineteen years of age shall be allowed to drive or be in charge of more than one horse within the Metropolitan District, and no junior under eighteen shall be permitted to have sole charge of a motor vehicle.
- (c) Juniors shall not be employed in a greater proportion than one junior to every five drivers receiving adult wages.

## NO REDUCTION IN WAGES.

3. Nothing in this Determination shall in itself operate to reduce the rate of pay for any classification in existence at the commencing date of this Determination.

## HORSE STABLING.

4. Where a driver provides stabling for his horse or horses, he shall be paid 10s. per week for each horse stabled in addition to the minimum rate of wages prescribed.

## CASUAL EMPLOYEES.

5. (a) A casual employee for working ordinary time shall be paid per hour one-fortieth of the weekly rate prescribed by this Determination for the work which he performs, plus 4s. per day or portion thereof.  
A minimum payment as for four hours shall be paid.
- (b) A casual employee shall be notified at the end of the day if his services are not required next working day; failing such notice, a full day's wages shall be paid for the next working day.

## HIGHEST FUNCTION.

6. Where an employee is called upon to perform two or more classes of work on any one day he shall, for the purpose of assessing the rate of wage to be paid, be deemed to have worked throughout the whole of his working time on that day at the class for which the highest rate of wage is prescribed.  
Provided that an employee shall not be transferred to perform a class of work providing a lesser minimum rate of wage than that at which he is usually employed, unless he is given a week's notice.

## PAYMENT OF WAGES.

7. (a) All wages and overtime shall be paid in the employer's time on a day to be determined by the employer but not later than Thursday of each week. The day on being fixed shall not be altered more than once in three months. All wages shall be paid enclosed in an envelope, which shall be clearly endorsed on the outside with the particulars enumerated herein.  
Provided that at the option of the employer, the particulars mentioned may be stated on a slip of paper and included in the envelope.
  - (i) The gross amount of wages payable;
  - (ii) the amount of each deduction made and the nature thereof; and
  - (iii) the net amount of wages paid.
- (b) All earnings including overtime shall be paid within two days of the expiration of the week in which they accrue.
- (c) If an employer fails to make payment to any employee as prescribed on pay day, he shall pay to each such employee 5s. for each and every day or part thereof during which such default continues unless such failure is due to some act on the part of the employee, or to circumstances not under his control and which he could not reasonably have foreseen and which he took reasonable steps to avoid or overcome.
- (d) Notwithstanding anything herein contained an employer shall pay to an employee who leaves or is dismissed all moneys due to him forthwith failing which he shall pay to the employee the sum of 5s. for each and every day or part thereof during which such defaults continue.
- (e) Sub-clauses (a) and (b) hereof shall not apply to an industry in which the work of employees covered by this Determination is only subservient to the main operations of such industry but the practice followed for the majority of the employee in any establishment in such industry shall be applied to employees therein covered by this Determination.

## PART I.—(continued).

(This Part applies to all persons other than those employed (i) as Wharf Druggers, (ii) by Retail Dairymen, (iii) in connexion with the distribution of petrol and petroleum products, or (iv) as Bulk Milk Carters.)

## HOURS OF WORK.

8. (a) The ordinary hours of work shall be 40 per week.
- (b) (i) Subject to the exceptions hereinafter provided the ordinary hours of work are to be worked in five days of not more than 8½ hours (Monday to Friday inclusive) and one day (Saturday) of not more than 4 hours, or five days of not more than 8½ hours (Monday to Friday inclusive) continuously, except for meal breaks, between 7 a.m. and 5.30 p.m. Monday to Friday inclusive and 7 a.m. to 12.30 p.m. on Saturday.
- (ii) In localities where the recognized half-holiday is on a day other than a Saturday the day so recognized may be substituted for Saturday for all the purposes of this Determination.
- (c) Sub-clause (b) (i) in respect of the times within which ordinary hours of work may be performed shall not apply to—
- (i) A stableman or yardman;
  - (ii) Sanitary or garbage carter or carter's mate;
- Provided that the wages of the employees mentioned in (i) and (ii) of this sub-clause shall be increased by 15 per cent. for all time of duty before 7 a.m.
- (iii) A driver employed at—
- (a) A fish, fruit or vegetable store;
  - (b) Carting aerated water, ice or ice-cream in summer.
- Provided that the wages of the employees mentioned in (iii) of this sub-clause shall be increased by 20 per cent. for all time of duty before 7 a.m.
- Provided further that a stableman and yardman shall be entitled to either Sunday or some other day in each week as a clear day off from work and in default thereof one day's extra pay.

## Five Days' Week.

- (d) In any case in which the ordinary week's work of 40 hours can be performed in five days as aforesaid without—
- (i) detriment to the public interest;
  - (ii) loss in the value of goods handled or to be handled;
  - (iii) reducing the efficiency of production; or
  - (iv) reducing the efficacy of the necessary service.
- the employer shall allow those employees who so desire to do so to work their ordinary hours in five days as aforesaid.
- It is a condition of the allowing of a five days' week hereunder that if required, employees shall comply with the reasonable and lawful orders of the employer as to working overtime including the working of overtime on Saturday.

## STARTING TIMES.

9. (a) Where proper facilities are provided for an employee to sign on when beginning work, and to sign off when leaving work, the work of such employee shall be deemed to commence when he signs on at the yard or depot in the morning and finish when he signs off in the evening.
- (b) Where proper facilities for signing on or off are not provided, work shall be deemed to commence when the employee enters the yard or depot in the morning and to finish when he leaves the yard or depot in the evening.
- Provided that in any case where the horses are stabled at the driver's own home then the driver shall be allowed twenty minutes in the morning and fifteen minutes in the evening to perform the necessary stable work.
- Provided further that in cases where an employee, driver of a motor vehicle, takes the vehicle to his home at the end of the day's work, his finishing time shall be deemed to be the time of arrival at his home and his starting time on the following morning shall be the time at which he signs on at his employer's yard or depot unless he has to proceed direct from his home with or to a job without first going to his employer's yard or depot in which case his starting time shall be the time of leaving his home.
- (c) Each employer shall fix a regular starting time for each of his employees which shall, with respect to each such employee, be the same time in each day of the week. In any case where it is not so fixed such starting time shall be 7.15 a.m. until it is otherwise fixed by the employer. Where an employer desires to vary or change the regular starting time of an employee or employees he shall give one week's notice of such variation or change to the particular employee or employees concerned and also post a notice of the intended change at the depot or yard.

## SUNDAY WORK.

10. All time of duty on Sundays shall stand alone and shall be paid for at the rate of double time with a minimum of four hours' pay at double time. Except a stableman or yardman who is regularly required to work on Sunday, who shall be paid at the rate of time and a half with a minimum of three hours' pay at time and a half.

## OVERTIME.

11. (a) (i) An employer may require an employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.
- (ii) The union shall not in any way whether directly or indirectly be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this clause.
- (b) For all work done outside ordinary hours the rates of pay shall be time and a half for the first four hours and double time thereafter, such double time to continue until the completion of the overtime work.
- Provided, however, that the "further additional amounts" set out in items (18), (19), (20), (21), and (28) of clause 1 shall not be subject to the increased rates of pay hereinbefore referred to.
- Except as provided in this sub-clause or sub-clause (c) hereof, in computing overtime each day's work shall stand alone.

## Rest Period After Overtime.

- (c) (i) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least eight consecutive hours off duty between the work of successive days.
- (ii) An employee (other than a casual employee) who works so much overtime between the termination of his ordinary work on one day and the commencement of his ordinary work on the next day, that he has not at least eight consecutive hours off duty between those times, shall, subject to this sub-clause be released after completion of such overtime until he has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (iii) If on the instructions of his employer, such an employee resumes or continues work without having had such eight consecutive hours off duty he shall be paid at double rates until he is released from duty for such period and he shall then be entitled to be absent until he has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

**PART I.—(continued).**

(This Part applies to all persons other than those employed: (i) as Wharf, Druggers, (ii) by Retail Dairymen, (iii) in connexion with the distribution of petrol and petroleum products, or: (iv) as Bulk Milk Carters.)

*Call Back.*

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

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

*Saturday Work—Five Day's Week.*

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

*Standing-By.*

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

*Transport of Employees.*

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

**HOLIDAYS.**

12. (a) Weekly employees shall be entitled, without deduction of pay, to the holidays observed in respect of New Year's Day, Australia Day, Labour Day, Good Friday, Easter Monday, Anzac Day, King's Birthday, Christmas Day and Boxing Day, and to one other holiday on the day fixed as follows:—

Within 25 miles of the G.P.O., Melbourne—a day to be agreed to by the employer and his employees, and notified beforehand to the Union, and in default thereof the day upon which the Melbourne Cup is run. In any other district—

One day for which a whole or part holiday for the Public Service is gazetted for the district, or in default thereof a day agreed to by the employer and employees concerned and notified beforehand to the Union.

The 9th day of May, 1951, shall be observed as a holiday. The 13th day of November, 1951, if then a proclaimed holiday shall be observed as a holiday. Such holidays shall be in addition to the other holidays named in this sub-clause.

(b) Notwithstanding the provisions of sub-clause (a) hereof where an employee is employed in an employer's industry with respect to which an Award or Determination binding upon that employer makes provision for public holidays for the majority of his employees without loss of pay the employer shall grant the public holidays provided for in such Award or Determination instead of those abovementioned and sub-clause (a) hereof shall be read as if the holidays mentioned in any such Award or Determination had been expressly mentioned herein as alternative to those set out in sub-clause (a) hereof.

(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.

(d) (i) For all time worked by a weekly employee on such holidays, payment shall be made at the following rate—

On Good Friday and the Christmas Day Holiday—Time and a half.

On any other holiday—Ordinary time.

The minimum payment shall be as for four hours' work.

(ii) Payment for work on a holiday shall be in addition to any amount payable in respect of the weekly wage.

Provided further that if an employee is required to work on a holiday, other than Good Friday and Christmas Day, during hours which if the day were not a holiday would be outside the range of ordinary working time as mentioned in clause 8 hereof, he shall be paid for such hours at double time instead of the ordinary time as hereinbefore provided in this sub-clause.

Provided that he shall be paid double and a half time for all overtime worked on Good Friday and Christmas Day.

(iii) The preceding part of this sub-clause shall not apply to a stableman, who shall, in lieu thereof, be paid at the rate of double time for ordinary hours of duty on Good Friday and Christmas Day and at the rate of time and a half for ordinary hours of duty on any other holiday with a minimum payment as for three hours' work.

(e) (i) For all time worked by a casual employee on such holidays, payment shall be made at the following rate—

On Good Friday and the Christmas Day Holiday—Double and a half time.

On any other holiday—Double time.

(ii) The minimum payment shall be as for four hours' work. As well as the payment prescribed by this sub-clause, the additional rate, prescribed by clause 5 hereof shall be paid.

(f) Where a weekly employee is entitled to any holiday prescribed by this Part, his employer shall notify such employee on the working day immediately preceding such holiday if his services are required thereon and if such notice be not given the employee shall be entitled to take such holiday without deduction of pay.

(g) If an employer intends to carry on business on a day generally observed as a holiday, although not prescribed as such in this Determination, he shall not be entitled to make a deduction from the wages of any weekly employee who fails to present himself for duty on that day unless he shall have given the employee notice of his intention to carry on business on that day.

**ANNUAL LEAVE.***Period of Leave.*

13. (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 with such employer.

*Public Holidays Excluded:*

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

(ii) If any 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, or part of 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.

## PART I.—(continued).

(This Part applies to all persons other than those employed (i) as Wharf Druggers, (ii) by Retail Dairymen, (iii) in connexion with the distribution of petrol and petroleum products or (iv) as Bulk Milk Carters).

*Notice of Leave to be Given.*

(c) 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.

*Time when Leave to be Granted.*

(d) (i) 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 any employee within the said period he may by agreement with the Union postpone such leave until a later date.

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 Local Branch of the Union has been obtained.

(ii) 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.*

(e) The annual leave provided for by this clause shall be allowed and shall be taken and except as provided in sub-clause (d) hereof, payment shall not be made or accepted in lieu of annual leave. If an employer fails to grant leave within the period of any postponement thereof mentioned in sub-clause (d) hereof and is convicted on that ground for a breach of this Determination and the employee is not a consenting party to such failure; the employer shall in addition to the wages payable under sub-clause (f) hereof also pay to such employee a further sum equal to the wages payable under sub-clause (f) hereof.

*Payment of Wages.*

(f) Each employee before going on leave shall be paid the wages due to him for the period for which he is entitled to leave. For the purposes of this sub-clause and sub-clause (h) 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.*

(g) (i) An employer may grant annual leave to an employee before the right thereto has accrued due but where leave is taken in such a case 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 granted to an employee pursuant to sub-clause (g) (i) hereof before the right thereto has accrued due and the employee subsequently leaves or is discharged from the service of the employer before completing the twelve months' continuous service in respect of which the leave was granted, the employer may for each one complete month of the qualifying period of twelve months not served by the employee, deduct from whatever remuneration is payable upon the termination of the employment one-twelfth of the amount of wage paid on account of the annual leave, which amount shall not include any sums paid for any of the holidays prescribed in clause 12 of this Part. Provided that in cases where such leave is granted at the request of the employee, the employer may when making payment under sub-clause (f) hereof withhold from the employee a sum equal to one-twelfth for each complete 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.*

(h) 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.*

(j) (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.

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) hereof shall be counted as part of such period;
- (b) in respect of absences of the kind mentioned in (c) and (d) of paragraph (i) hereof the employee shall serve such additional period as part of his qualification for annual leave as will equal the period of such absences.
- (c) where an employee is absent from work for any cause whatsoever the employer shall if so requested 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 factory where he is employed or there be no such office, to the manager of such factory or in his absence to the employee's foreman. The employer shall give the notification to the employee by having the same delivered to such employee personally in writing.

## PART I—(continued).

(This Part applies to all persons other than those employed (i) as Wharf Driggers, (ii) by Retail Dairymen, (iii) in connexion with the distribution of petrol and petroleum products or (iv) as Bulk Milk Carters.)

*Calculation of Month.*

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

*Successor or Assignee or Transmitlee.*

(l) Where the employer is a successor or assignee or transmitttee 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 transmitttee 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.*

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

*Industry Awards.*

(n) Provided that where an employee is employed in an employer's industry with respect to which an Award or Determination of a Court or Wages Board provides for annual leave with pay such leave being uniform for all employees the employer may grant such employee annual leave in accordance with the provisions of such Award or Determination instead of under this Determination and this Determination shall be read as if the provisions of such Award or Determination had been expressly included herein: Provided further that an employer shall not be entitled to exercise the right conferred on him by this sub-clause unless and until he or some person on his behalf has given written notice to the Union of the Award or Determination under which he proposes to grant the annual leave together with the names of the parties to and the date of such other Award or Determination or such other particulars as will enable such Award or Determination to be identified and of the annual leave therein provided. Any notice so given shall not be changed without the consent of the Union and shall not affect any rights of the employee already accrued under this Determination at the time of giving such notice.

## SICK LEAVE.

14. (a) An employee on weekly hiring who is absent from his work on account of personal illness or 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, unless proved to the satisfaction of his employer that such was not reasonably practicable 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 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 employee 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 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 in the day of the accident, and shall be reimbursed by the employer all expenses reasonably incurred in connexion with such attendance.

**PART I—(continued).**

(This Part applies to all persons other than those employed (i) as Wharf Druggers, (ii) by Retail Dairymen, (iii) in connexion with the distribution of petrol and petroleum products or (iv) as Bulk Milk Carters.)

**MEAL TIMES.**

15. (a) (i) Each employee shall be allowed a break of one hour without pay as a meal time to begin not earlier than 11.30 a.m. nor later than 1.30 p.m.

Provided that where an employee is engaged in an industry where the majority of employees therein have less than one hour for a meal break the duration, and as far as practicable, the time of taking meal breaks shall be uniform with the majority of such other employees.

Provided further that the duration for a meal break shall be regular and not less than 45 minutes or more than one hour and of any other meal break thirty minutes.

(ii) If the break be not so allowed, all time worked after 1.30 p.m. until a break without pay for a meal time is allowed shall be paid for at the rate of ordinary time, the payment to be in addition to any payment due in respect of a weekly or casual wage.

(b) (i) Except as otherwise provided in this clause, no employee shall be required to work for longer than  $5\frac{1}{2}$  hours without a break for a meal.

(ii) All time worked over  $5\frac{1}{2}$  hours until such a break is allowed shall be paid for at the rate of ordinary time; the payment to be in addition to any payment due in respect of a weekly or casual wage.

(iii) This sub-clause shall not apply to the evening meal time in the case of any employee returning to the yard or depot after the conclusion of any journey or delivery where such employee ceases work not later than 7 p.m. on Monday to Friday inclusive.

(c) (i) Where an employee is required otherwise than because of his own default or delay to continue working after 6 p.m. on Monday to Friday inclusive or 1 p.m. on Saturday without having been informed in some way on the preceding working day that he will be so required he shall be allowed 3s. as meal money.

(ii) An employee who is notified under this sub-clause that he will be required to continue working, but who is not so required to continue working, shall be paid the prescribed meal money.

(iii) This sub-clause shall not apply in the case of any employee returning to the yard or depot after the conclusion of any journey or delivery where such employee ceases work not later than 7 p.m.

(iv) The obligation to pay ordinary time under this clause in addition to weekly or other wages and overtime under any other clause shall not be cumulative, but the employee in cases coming within this clause shall be entitled only to the higher payment.

**CONTRACT OF EMPLOYMENT.****Weekly Employment.**

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

(b) Employment shall be terminated by a week's notice on either side given at any time during the week or by the payment or forfeiture of a week's wages as the case may be. This shall not affect the right of the employer to dismiss any employees without notice for malingering, inefficiency, neglect of duty, or misconduct, and in such cases all moneys due, shall be paid to the employee forthwith.

(c) An employee not attending for duty shall, except as provided by clauses 12, 13, and 14 hereof lose his pay for the actual time of such non-attendance.

(d) Where a notice is given by an employer purporting to expire within the week next preceding Christmas Day or Good Friday but the employer expressly or impliedly allows the employee to believe that he is to resume work not later than one week after New Year's Day, or Easter Monday, as the case may be, such notice shall have no effect and the engagement shall be deemed to have continued unaffected by such notice.

(e) A weekly employee shall not be changed to a casual employee within the week next preceding Christmas Day or Good Friday.

(f) Notice to determine the engagement which is given every week or otherwise in such manner that the employee is not able to know with certainty a week before a particular date whether his engagement will or will not be determined by the employer upon that date shall not be deemed a valid notice unless given during a general or shipping or coal strike.

**TIME BOOKS.**

17. (a) Each employer shall, at the depot or yard at or from or in connexion with which the employee works, or at an office convenient thereto, keep a record or time book showing the name of each employee in which shall be entered the time of starting and finishing work each day, the work performed and class of vehicle driven and number of horses or maker's capacity and the weekly rate of pay for such work, and the amount of overtime worked and the wages and overtime paid to each employee.

Provided proper facilities are provided by the employer for the purpose, such record or time book shall (so far as his starting and finishing time each day is concerned and also the work performed and class of vehicle driven and number of horses or maker's capacity) be made or entered each day by the employee at the time of starting and finishing work.

(b) The age of each employee receiving less than the adult wage shall be entered in the record or time book.

(c) Such record or time book shall, on demand, be produced by the employer or, in his absence, the person in charge or who may be reasonably presumed to be in charge of such depot, yard or office mentioned in sub-clause (a) hereof or the time books kept thereat, to any officials (not more than 2 in number at any one time) of the Union duly authorized in writing by the President and Secretary of the local Branch or sub-branch of the Union at the place where the record or time book is kept. Any demand for production of the record or time book made during ordinary working hours on any ordinary working day, excepting pay day, shall be complied with forthwith. If the time of any such demand shall not be reasonably suitable to the employer (the burden of proof whereof shall be on the employer) for a full and particular inspection and examination of such time book or record by the officials, the employer shall nevertheless produce at such time such time book or record to the officials who shall be then entitled to examine such book or record for the purpose of seeing the nature and general state and condition thereof. A time shall then be agreed upon for the further examination of particulars thereof by such officials and, if not agreed upon, such time between the above hours shall be fixed by the officials and shall not be less than 24 hours or 48 hours in the case of a demand on the day before pay day, after the time of the first demand. The officials shall in fixing such time have due regard to the exigencies of the employer's business and must complete each inspection as quickly as reasonably practicable.

(d) Provided that an employer may, at his option, in lieu of a time book, provide a mechanical clock for the purpose of recording the time of each employee, in which case each employee shall, at the end of the week, enter or record the wages and overtime received on some card or check used in connexion with such clock.

(e) Where an employee performs work for which a special rate is provided a record of such work and the nature of same shall be recorded in the time book or equivalent record.

**UNION DELEGATE.**

18. An employee appointed as Union delegate in a depot or garage shall upon notification thereof to the employer by the Branch or sub-branch Secretary of the Union, be recognized as the accredited representative of the Union and shall be allowed the necessary time during working hours to interview the employer or his representative on matters affecting employees in the depot or yard.

**NOTICE BOARD.**

19. Each employer shall permit a notice board to be erected at his depot or garage for the purpose of posting any notices thereon in connexion with union business; such notice board to be in a prominent position. All notices shall be signed by an official of the Union.

**DETERMINATION TO BE EXHIBITED.**

20. A copy of the Determination and any variation thereto shall as soon as the official print is available be posted and kept posted in a prominent place where it is easily accessible to the employees.



**PART I—(continued).**

(This Part applies to all persons other than those employed: (i) as Wharf Druggers, (ii) by Retail Dairymen, (iii) in connexion with the distribution of petrol and petroleum products or (iv) as Bulk Milk Carters.)

**TRAVELLING ALLOWANCES.**

21. (a) An employee engaged in ordinary travelling on duty or on work on which he is unable to return to his home at night shall be paid such personal expenses as he reasonably incurs in travelling but he shall be paid the sum of 15s. per day at least. Provided that where an employee travels by boat or other conveyance in which his ticket includes meals and bed, he shall not be entitled to the said allowance, and provided that where an employer carrying on a coach and mail service provides or is willing to provide meals and bed the employee is to have the option of receiving 15s. per day or accepting the meals and bed provided by the employer.

(b) An employee prevented from returning with his turnout to the depot or yard from which he started shall be paid any travelling expenses he has to incur, and as if for time worked for the time he reasonably takes to get to his home beyond the time he ordinarily would have taken to get to his home from the depot or yard.

**CHANGE OF PLACE OF EMPLOYMENT.**

22. When an employer transfers an employee, after he comes to work, from the place from which he usually works, to another place, fares to and from such altered place shall be paid by the employer to the employee whether the employee travels by cycle or otherwise except when transported by the employer.

**GEAR TO BE PROVIDED.**

23. The employer shall provide all gear necessary for the loading and unloading of vehicles and the securing of loads thereon.

**HEAVY ARTICLES.**

24. An employee unaided by proper auxiliary appliances or by another man shall not be permitted to lift or carry, goods over 200 lbs. in weight.

**ARTICLES OF CLOTHING.**

25. When an employee is required by law or by his employer to wear any special uniform, cap, overall, or other article, it shall be supplied and paid for by the employer.

**CHANGE (MONEY).**

26. Where an employer requires an employee to give change to clients, such change shall be supplied by the employer.

**HOUSING.**

27. (a) Any employee required by his employer to live at a stable, yard or garage, shall be provided with suitable accommodation for such employee free of cost.

(b) If an employer provides proper housing accommodation for an employee and his wife and family, and requires the employee to live there, the employer shall be entitled to charge a rent not exceeding 15s. per week and not exceeding half the rent at which a similar house in the same locality would ordinarily be let.

**DEFINITIONS.**

28. (a) "Articulated vehicle" shall mean a vehicle with three or more axles, comprising a power unit (called "tractor, truck", "prime mover", &c.) and semi-trailer which is superimposed on the power unit, and coupled together by means of a king pin revolving on a turn-table and is articulated whether automatically detachable or permanently coupled.

(b) "Boiler truck" and "V" shall mean a horse drawn vehicle without springs generally used for the carrying of boilers, buildings or other heavy material.

(c) "Casual employee" shall mean an employee engaged and paid as such.

(d) "Dirty material" shall mean coal, coke, briquettes, bitumen (provided that this be limited to bitumen and/or bituminous material for spreading on roads and excluding bitumen in metal containers), plumbago, graphite, black lead, manganese (excluding the article known as ferro- or iron manganese), lime, "Comaidai" lime, tallite, limil, plaster, plaster of Paris, red oxide, zinc oxide, "Quickardo" cement, superphosphate (in second-hand and/or farmers' own bags), rock phosphate, dicalcic phosphate, yellow ochre, red ochre, charcoal, empty flour bags, super cel in jute bags, stone dust, refuse and/or garbage from ships in port, street sweepings, tar in sealed containers, and shives of flax when carted as a full load.

(e) "Driver-salesman" shall mean an employee who is entrusted by his employer with goods or articles for sale and is required to exercise salesmanship in competition with other salesmen in respect of such goods or articles in the normal course of his duty, and who is not in receipt of a commission upon goods or articles sold by him. The term "driver-salesman" shall not include a driver who is entrusted with goods or articles for delivery to customers in such quantities as such customers shall require from him.

(f) "Employee handling money" shall mean an employee subject to this Determination who collects or pays out money and who is responsible for the safe custody of the amounts so collected or carried to be paid out.

(g) "Float" shall mean a horse-drawn vehicle on two or more wheels generally used for carrying plate glass or other heavy material.

(h) "Furniture" shall mean any article of household and/or office furniture which is completely manufactured and ready for use, but shall not include furniture being transported from a factory to a retail store.

(i) "Garbage carter" and "garbage carter's mate" shall mean an employee who is recognized as such.

(j) "Head stableman" shall mean a stableman in charge of and directing the work of other stablemen.

(k) "Horse driver's assistant" and "motor driver's assistant" shall mean and include any employee who accompanies the driver to assist in loading and unloading or delivering.

(l) "Jinker" shall mean a horse-drawn vehicle with or without a fore-carriage, or a vehicle (where the vehicle takes the place of a fore-carriage), with a bow axle under which the load is slung.

(m) "Leading loader" shall mean a loader or ganger in charge of loaders.

(n) "Livestock" shall mean horses, cattle, sheep and pigs.

(o) "Loader" shall mean any employee engaged in loading or unloading any goods, wares, merchandise, or materials on to or from any vehicle and in work incidental to such loading or unloading and a person engaged as a horse driver's assistant or motor driver's assistant but who performs work on the water-front of the nature usually performed by a loader shall be deemed to be loader within this definition whilst performing such work.

(p) "Maker's capacity" shall mean the capacity shown on the certificate of registration issued under the Motor Car Acts.

(q) "Offensive material" shall mean bone dust, bones, blood manure, dead animals, offal, fat, including that which is carted from hotels and restaurants or other places in kerosene tins, tallow in second-hand casks or in second-hand iron or steel drums, green skins, raw hides and sheep skins when fly-blown or maggoty, sausage skin casings (except when packed in non-leaky containers for consumption), saltcake, spent oxide, hair and fleshings, soda ash, muriate of potash, sulphur ex-wharf, sheeps' trotters (known as "pie"), sulphuric acid of the strength of 96 per cent. or 98 per cent., in cases in which the carter is required to handle individual jars, stable, cow or pig manure, meat meal, liver meal, blood meal and T.N.T.

(r) "Sanitary carter's mate" shall mean an employee who accompanies the driver, to assist in loading or unloading.

(s) "Saturday" for the purpose of this Determination shall mean either Saturday or such other day as is at present observed as the weekly half-holiday in a particular industry or district.

(t) "Summer" shall mean from the 16th day of October to the 14th day of April inclusive.

(u) "Union" shall mean and refer to the Transport Workers' Union of Australia.

(v) "Yardman" shall mean an employee not otherwise specified, employed in or in connexion with a stable, yard, depot or garage, but shall not include any person exclusively employed as a watchman.

(w) "Year" shall mean the period between the first day of June in each year and the next ensuing thirty-first day of May.

**PART I—(continued).**

(This Part applies to all persons other than those employed (i) as Wharf Dragers, (ii) by Retail Dairymen, (iii) in connexion with the distribution of petrol and petroleum products or (iv) as Bulk Milk Carters.)

**PERIODICAL ADJUSTMENT OF WAGES.**

29. The wages rates set out in clause 1 of this part are based upon the following basic wage, and, pursuant to the provisions of Section 21 of the *Factories and Shops Act 1934*, shall be automatically adjusted by the same amount and at the same time as such basic wage as prescribed in clause 30 of this Part.

**Basic Wage.**

Place.	Basic Wage (Adjustable).	Index Number Set Assigned.
	£ s. d.	
Within 20 miles of G.P.O., Melbourne .. .. .	8 17 0	Melbourne
Within 10 miles of G.P.O., Geelong—same as the contemporaneous basic wage for Melbourne		
Within 5 miles of the Chief Post Office, Warrnambool—same as the contemporaneous basic wage for Melbourne		
Mildura and Gippsland Districts—same as the contemporaneous basic wage for Melbourne		
Yallourn—until further order the same amount in excess of Melbourne as at present, viz., 6s. 6d. per week		
Elsewhere—3s. less than the contemporaneous basic wage for Melbourne		

**ADJUSTMENT OF BASIC WAGE.**

35. (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 August, 1951, the amount of the basic wage shall be as prescribed in clause 20 of this Part.

(c) During each future successive period beginning with the first pay period to commence in an August, a November, a February, or a May, 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.

**PART II.**

(This Part applies only to persons employed as Bulk Milk Carters.)

1.

Wage Per Week, 20 Years of Age and Over.

Classification.	Within 20 Miles of G.P.O., Melbourne; within 10 Miles of G.P.O., Geelong; within 5 Miles of the Chief Post Office, Warrnambool; and within the Mildura and Gippsland Districts.	At Yallourn.	All Other Parts of Victoria.
	£ s. d.	£ s. d.	£ s. d.
(1) Employee driving motor vehicle having maker's capacity of—25 cwt. or less .. .. .	10 8 6	10 15 0	10 5 6
Over 25 cwt. but not over 3 tons .. .. .	10 14 6	11 1 0	10 11 6
Over 3 tons but under 6 tons .. .. .	10 19 0	11 5 6	10 16 0
Further tonnage—for each complete ton over 5— an extra 1s.			
Motor drawing trailer—2s. 6d., extra per day for each loaded trailer or 1s. 3d. extra per day for each empty trailer, provided that not more than one trailer shall be drawn at any one time.			
(2) Employee driving articulated vehicle having maker's capacity of 8 tons or less .. .. .	11 8 6	11 15 0	11 5 6
For each complete ton over 8 an extra 1s.			
(3) Motor driver's assistant .. .. .	9 11 0	9 17 6	9 8 0

	Additional Amounts.
	Per Week. s. d.
(4) Employee handling money as defined—	
For any amount handled up to £10 .. .. .	2 0
For any amount handled over £10 but not exceeding £100 .. .. .	6 0
For any amount handled over £100 but not exceeding £300 .. .. .	10 0
For any amount handled over £300 but not exceeding £500 .. .. .	15 0
For any amount handled over £500 .. .. .	20 0
(5) Leading hands in charge of not less than 3 and not more than 10 employees .. .. .	9 0
More than 10 and not more than 20 employees .. .. .	18 0
More than 20 employees .. .. .	27 0

## PART II.—(continued).

(This Part applies only to persons employed as Bulk Milk Carters.)

## JUNIORS.

2. (a) The minimum rate to be paid to junior employees is as follows:—

Under 19 years of age—65 per cent. of the total wage payable to an adult for the class of work performed.  
19 years and under 20 years of age—75 per cent. of the total wages payable to an adult for the class of work performed.

(b) No junior under 19 years of age shall be allowed to drive or be in charge of more than one horse in the Metropolitan District and no junior under 18 shall be permitted to have sole charge of a motor vehicle.

(c) Juniors shall not be employed by any employer in a greater proportion than one junior to every five drivers receiving adult wages.

## HIGHEST FUNCTION.

3. Where an employee is called upon to perform two or more classes of work on any one day he shall, for the purpose of assessing the rate of wage to be paid, be deemed to have worked throughout the whole of his working time on that day at the class for which the highest rate of wage is prescribed.

Provided that an employee shall not be transferred to perform a class of work providing a lesser minimum rate of wage than that at which he is usually employed, unless he is given a week's notice.

## TRAVELLING ALLOWANCES.

4. (a) An employee engaged in ordinary travelling on duty or on work on which he is unable to return to his home at night shall be paid such personal expenses as he reasonably incurs in travelling but he shall be paid the sum of 15s. per day at least. Provided that where an employee travels by boat or other conveyance in which his ticket includes meals and bed, he shall not be entitled to the said allowance.

(b) An employee prevented from returning with his turnout to the depot or yard from which he started shall be paid any travelling expenses he has to incur, and as if for time worked for the time he reasonably takes to get to his home beyond the time he ordinarily would have taken to get to his home from the depot or yard.

## CHANGE OF PLACE OF EMPLOYMENT.

5. Where an employer transfers an employee, after he comes to work, from the place from which he usually works to another place, fares to and from such altered place shall be paid by the employer to the employee whether the employee travels by cycle or otherwise except when transported by the employer.

## CONTRACT OF EMPLOYMENT.

*Weekly Employment.*

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

(b) Employment shall be terminated by a week's notice on either side given at any time during the week or by the payment or forfeiture of a week's wages as the case may be. This shall not affect the right of the employer to dismiss any employee without notice for malingering, inefficiency, neglect of duty, or misconduct, and in such cases all moneys due, shall be paid to the employee forthwith.

(c) An employee not attending for duty shall, except as provided by clauses 12, 13 and 14 hereof, lose his pay for the actual time of such non-attendance.

(d) Where a notice is given by an employer purporting to expire within the week next preceding Christmas Day or Good Friday but the employer expressly or impliedly allows the employee to believe that he is to resume work not later than one week after New Year's Day or Easter Monday, as the case may be, such notice shall have no effect and the engagement shall be deemed to have continued unaffected by such notice.

(e) A weekly employee shall not be changed to a casual employee within the week next preceding Christmas Day or Good Friday.

(f) Notice to determine the engagement which is given every week or otherwise in such manner that the employee is not able to know with certainty a week before a particular date whether his engagement will or will not be determined by the employer upon that date shall not be deemed a valid notice unless given during a general or shipping or coal strike.

*Casual Employee.*

(a) (ii) A casual employee for working ordinary time shall be paid per hour one-fortieth of the weekly rate prescribed by this award for the work which he performs plus four shillings per day or portion thereof. A minimum payment as for four hours shall be paid.

(b) A casual employee shall be notified at the end of the day if his services are not required next working day; failing such notice, a full day's wages shall be paid for the next working day.

## PAYMENT OF WAGES.

7. (a) All wages and overtime shall be paid in the employer's time on a day to be determined by the employer, but not later than Thursday in each week or such other day as may be agreed upon with the Branch Secretary of the union. The day on being fixed shall not be altered more than once in three months. All wages shall be paid enclosed in an envelope, which shall be clearly endorsed on the outside with the particulars enumerated herein.

Provided that at the option of the employer, the particulars mentioned may be stated on a slip of paper and included in the envelope—

(i) The gross amount of wages payable;

(ii) The amount of each deduction made and the nature thereof; and

(iii) The net amount of wages paid.

(b) All earnings including overtime shall be paid within two days of the expiration of the week in which they accrue.

## PART II:—(continued:)

(This Part applies only to persons employed as Bulk Milk Carters:)

(c) If an employer fails to make payment to any employee as prescribed on pay day, he shall pay to each such employee 5s. for each and every day or part thereof during which such default continues unless such failure is due to some act on the part of the employee or to circumstances not under his control and which he could not reasonably have foreseen and which he took reasonable steps to avoid or overcome.

(d) Notwithstanding anything herein contained an employer shall pay to an employee who leaves or is dismissed all moneys due to him forthwith, failing which he shall pay to the employee the sum of 5s. for each and every day or part thereof during which such default continues.

## HOURS OF WORK.

8. (a) The ordinary hours of work shall be forty per week.

(b) Such ordinary hours shall be worked in five or six days of not more than eight and a quarter hours per day.

(c) All employees shall be entitled to one clear day off from work in each seven days, such day to be fixed by the employer and not altered except by one week's notice. Provided that an employee who is required to work on his day off shall be paid double time for such day irrespective of the number of hours worked on the other six days with a minimum as for four hours.

*Afternoon and Broken Shift Workers.*

(d) "Afternoon shift" shall mean any shift which is not a broken shift and finishes after 6 p.m.

(e) Employees shall be paid ten per cent. more than ordinary rates whilst working afternoon or broken shifts.

## SATURDAY AND SUNDAY WORK.

9. The minimum rate to be paid for ordinary hours of work performed on Saturday, shall be time and a quarter, and, on Sunday time and a half. Such extra rate to be in substitution for and not cumulative upon the shift premium prescribed in sub-clause (e) of clause 8.

## OVERTIME.

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

(ii) The union shall not in any way whether directly or indirectly be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this clause.

(b) For all work done outside ordinary hours the rates of pay shall be time and a half for the first four hours, and double time thereafter, such double time to continue until the completion of the overtime work. Provided that double time shall be paid for all work done outside ordinary hours on Sunday. Provided further, however, that the additional amounts set out in item 4 of clause 1 shall not be subject to the increased rates of pay hereinbefore referred to. Except as provided in this sub-clause and sub-clause (c) hereof, in computing overtime each day's work shall stand alone.

*Rest Period after Overtime.*

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

An employee (other than a casual employee) who works so much overtime between the termination of his ordinary work on one day and the commencement of his ordinary work on the next day, that he has not at least eight consecutive hours off duty between those times, shall, subject to this sub-clause be released after completion of such overtime until he has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instructions of his employer, such an employee resumes or continues work without having had such eight consecutive hours off duty he shall be paid at double rates until he is released from duty for such period and he shall then be entitled to be absent until he has had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

*Call Back.*

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

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

## MEAL TIMES.

11. A meal break, of not less than forty-five minutes or more than one hour shall be allowed and taken not later than five and a half hours after commencing.

## HOLIDAYS.

12. (a) Weekly employees shall be entitled, without deduction of pay, to the holidays observed in respect of New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, King's Birthday, Labour Day, Christmas Day and Boxing Day, and to one other holiday on the day fixed as follows:—

Within twenty-five miles of the G.P.O., Melbourne—a day to be agreed to by the employer and his employees, and notified beforehand to the union, and in default thereof the day upon which the Melbourne Cup is run.

In any other district—one day for which a whole or part holiday for the Public Service is gazetted for the district, or in default thereof a day, agreed to by the employer and employees concerned and notified beforehand to the union.

The 9th day of May, 1951, shall be observed as a holiday in addition to the holidays named in this sub-clause. The 13th day of November, 1951, if then a proclaimed holiday shall be observed as a holiday. Such holidays shall be in addition to the other holidays named in this sub-clause.

(b) 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.

(c) (i) For all time worked by a weekly employee on such holidays, payment shall be made at the rate of ordinary time. The minimum payment shall be as for four hours.

## PART II.—(continued).

(This Part applies only to persons employed as Bulk Milk Carters.)

(ii) Payment for work on a holiday shall be in addition to any amount payable in respect of the weekly wage. Provided that if an employee is required to work on a holiday during hours which if the day were not a holiday would be outside the range of ordinary working time as mentioned in clause 8 hereof, he shall be paid for such hours at double time instead of the ordinary time as hereinbefore provided in this sub-clause.

(d) (i) For all time worked by a casual employee on such holidays, payment shall be made at the rate of double time.

(ii) The minimum payment shall be as for four hours' work. As well as the payment prescribed by this sub-clause, the additional rate prescribed by clause 6 (ii) hereof shall be paid.

(e) Where a weekly employee is entitled to any holiday prescribed by this Part, his employer shall notify such employee on the working day immediately preceding such holiday if his services are required thereon and if such notice be not given the employee shall be entitled to take such holiday without deduction of pay.

## ANNUAL LEAVE.

*Period of Leave.*

13. (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 with such employer.

*Seven-day Workers.*

(b) In addition to the leave hereinbefore prescribed seven-day workers, that is 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 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 any of the holidays prescribed by clause 12 of this Part observed on working days, but shall include all other non-working days.

(ii) If any such 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 or part of 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.

*Notice of Leave to be Given.*

(d) 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.

*Time when Leave to be Granted.*

(e) (i) 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 circumstances over which he has no control an employer considers it impossible for him to grant leave to any employee within the said period he may, subject to the provisions of the *Factories and Shops (Annual Holidays) Act 1946 No. 5111*, by agreement with the union postpone such leave until a later date.

(ii) 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.*

(f) The annual leave provided for by this clause shall be allowed and shall be taken and except as provided in sub-clause (e) hereof, payment shall not be made or accepted in lieu of annual leave. If an employer fails to grant leave within the period of any postponement thereof mentioned in sub-clause (e) hereof and is convicted on that ground for a breach of this Part and the employee is not a consenting party to such failure, the employer shall in addition to the wages payable under sub-clause (g) hereof also pay to such employee a further sum equal to the wages payable under sub-clause (g) hereof.

*Payment of Wages.*

(g) Each employee before going on leave shall be paid the wages due to him for the period for which he is entitled to leave. For the purposes of this sub-clause and sub-clause (i) hereof the wages shall be at the amount prescribed in this Part 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*

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

(ii) Where leave has been granted to an employee pursuant to sub-clause (i) hereof before the right thereto has accrued due and the employee subsequently leaves or is discharged from the service of the employer before completing the twelve months' continuous service in respect of which the leave was granted, the employer may for each one complete month of the qualifying period of twelve months not served by the employee, deduct from whatever remuneration is payable upon the termination of the employment of 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 12 of this Part. Provided that in cases where such leave is granted at the request of the employee, the employer may when making payment under sub-clause (g) hereof, withhold from the employee a sum equal to one-twelfth for each complete month of 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.

## PART II.—(continued).

(This Part applies only to persons employed as Bulk Milk Carters.)

*Proportionate Payment.*

(i) 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.*

(j) (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.

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 absence of the kind mentioned in (a) and (b) of paragraph (i) hereof shall be counted as part of such period ;
- (b) in respect of absences of the kind mentioned in (c) and (d) of paragraph (i) hereof the employee shall serve such additional period as part of his qualification for annual leave as will equal the period of such absences.
- (c) Where an employee is absent from work for any cause whatsoever the employer shall if so requested 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 a 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 factory or depot where he is employed or if there be no such office, to the manager of such factory or depot or in his absence to the employee's foreman.

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

*Calculation of Month.*

(k) 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 subsequent month shall be reckoned as ending at the end of such subsequent month.

*Successor of Assignee or Transmitlee.*

(l) Where the employer is a successor or assignee or transmittée 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 transmittée 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.*

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

*SICK LEAVE.*

14. (a) An employee on weekly hiring who is absent from his work on account of personal illness or 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, unless proved to the satisfaction of his employer that such was not reasonably practicable, 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.

## PART II.—(continued).

(This Part applies only to persons employed as Bulk Milk Carters.)

- (iii) He shall prove to the satisfaction of his employer 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.

## ARTICLES OF CLOTHING.

15. Where an employee is required by law or by his employer to wear any special uniform, cap, overall, or other article, it shall be supplied and paid for by the employer.

## CHANGE (MONEY).

16. Where an employer requires an employee to give change to clients, such change shall be supplied by the employer.

## GEAR TO BE PROVIDED.

17. The employer shall provide all gear necessary for the loading and unloading of vehicles and the securing of loads thereon.

## LIFTING OF CANS.

18. Where an employee is required to lift milk or cream cans having a capacity of ten gallons or more, from the ground or other surface, more than eighteen inches below the level of the tray of the vehicle, or on to racks of double decker vehicles, an assistant must be provided.

## HOUSING.

19. (a) Any employee required by his employer to live at a stable, yard or garage, shall be provided with suitable accommodation for such employee free of cost.

(b) If an employer provides proper housing accommodation for an employee and his wife and family, and requires the employee to live there, the employer shall be entitled to charge a rent not exceeding fifteen shillings per week and not exceeding half the rent at which a similar house in the same locality would ordinarily be let.

## DETERMINATION TO BE EXHIBITED.

20. A copy of the Determination shall, as soon as the official print is available, be posted and kept posted in a prominent place where it is easily accessible to the employees.

## NOTICE BOARD.

21. Each employer shall permit a notice board to be erected at his depot or garage for the purpose of posting any notices thereon in connexion with union business; such notice board to be in a prominent position. All notices shall be signed by an official of the union.

## TIME BOOKS.

22. (a) Each employer, shall, at the depot or yard at or from or in connexion with which the employee works, or at an office convenient thereto, keep a record or time book showing the name of each employee in which shall be entered the time of starting and finishing work each day, the work performed and class of vehicle driven and number of horses or maker's capacity and the weekly rate of pay for such work and the amount of overtime worked and the wages and overtime paid to each employee. Provided proper facilities are provided by the employer for the purpose, such record or time book shall (so far as his starting and finishing time each day is concerned and also the work performed and class of vehicle driven and number of horses or maker's capacity) be made or entered each day by the employee at the time of starting and finishing work.

(b) The age of each employee receiving less than the adult wage shall be entered in the record or time book.

## PART II.—(continued).

(This Part applies only to persons employed as Bulk Milk Carters.)

(c) Such record or time book shall, on demand, be produced by the employer or, in his absence, the person in charge or who may be reasonably presumed to be in charge of such depot, yard or office mentioned in sub-clause (a) hereof or the time books kept thereat to any officials (not more than two in number at any one time) of the claimant union duly authorized in writing by the President and Secretary of the local branch or sub-branch of the union at the place where the record or time book is kept. Any demand for production of the record or time book made during ordinary working hours or any ordinary working day, excepting pay day, shall be complied with forthwith. If the time of any such demand shall not be reasonably suitable to the employer (the burden of proof whereof shall be on the employer) for a full and particular inspection and examination of such time book or record by the officials, the employer shall nevertheless produce at such time such time book or record to the officials who shall be then entitled to examine such book or record for the purpose of seeing the nature and general state and condition thereof. A time shall then be agreed upon for the further examination of particulars thereof by such officials and, if not agreed upon, such time between the above hours shall be fixed by the officials and shall not be less than 24 hours or 48 hours in the case of a demand on the day before pay day after the time of the first demand. The officials shall in fixing such time have due regard to the exigencies of the employer's business and must complete each inspection as quickly as reasonably practicable.

(d) Provided that an employer may, at his option, in lieu of a time book, provide a mechanical clock for the purpose of recording the time of each employee, in which case each employee shall, at the end of the week, enter or record the wages and overtime received on some card or check used in connexion with such clock.

(e) Where an employee performs work for which a special rate is provided a record of such work and the nature of the same shall be recorded in the time book or equivalent record.

## UNION DELEGATE.

23. An employee appointed as union delegate in a depot or garage shall upon notification thereof to the employer by the branch or sub-branch secretary of the union, be recognized as the accredited representative of the union and shall be allowed the necessary time during working hours to interview the employer or his representative on matters affecting employees in the depot or yard.

## DEFINITIONS.

24. (a) "Articulated vehicle" shall mean a vehicle with three or more axles, comprising a power unit (called "tractor truck" "Prime mover", &c.) and semi-trailer which is superimposed on the power unit and coupled together by means of a king pin revolving on a turntable and is articulated whether automatically detachable or permanently coupled.

(b) "Bulk milk carter" shall mean an employee solely engaged in carting milk or cream in bulk whether carting in tanks and or containers.

(c) "Casual employee" shall mean an employee engaged and paid as such.

(d) "Employee handling money" shall mean an employee subject to this Determination who collects or pays out money and who is responsible for the safe custody of the amounts so collected or carried to be paid out.

(e) "Makers' capacity" shall mean the capacity shown on the certificate of registration issued under the Motor Car Acts.

(f) "Motor Driver's Assistant" shall mean and include any employee who accompanies the driver to assist in loading, unloading or delivering.

(g) "Union" shall mean and refer to the Transport Workers Union of Australia.

(h) "Year" shall mean the period between the first day of September in each year and the next ensuing 31st day of August.

## PERIODICAL ADJUSTMENT OF WAGES.

25. The wages rates set out in clause 1 of this Part are based upon the following basic wage, and, pursuant to the provisions of Section 21 of the *Factories and Shops Act 1934*, shall be automatically adjusted by the same amount and at the same time as such basic wage as prescribed in clause 26 of this Part.

## Basic Wage.

Place.	Basic Wage. (Adjustable).	Index Number Set Assgned.
	£ s. d.	
Within 20 miles of G.P.O., Melbourne .. .. .	8 17 0	Melbourne
Within 10 miles of G.P.O., Geelong—same as the contemporaneous basic wage for Melbourne		
Within 5 miles of the chief Post Office, Warrnambool—same as the contemporaneous basic wage for Melbourne		
Mildura and Gippsland Districts—same as the contemporaneous basic wage for Melbourne		
Yallourn—until further order the same amount in excess of Melbourne as at present, viz., 6s. 6d. per week		
Elsewhere—3s. less than the contemporaneous basic wage for Melbourne		

## ADJUSTMENT OF BASIC WAGE.

26. (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 August, 1951, the amount of the basic wage shall be as prescribed in clause 25 of this Part.

(c) During each future successive period beginning with the first pay period to commence in an August, a November, a February, or a May, 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.



## PART III.

(This part applies only to persons employed as Wharf Draggers.)

## RATES OF WAGE.

1. The minimum rates of wage payable to any person casually employed in the calling or occupation of a driver or dragger in the hauling or dragging of cargo on the wharf to and from the vessel's side and the wharf sheds or stacking grounds during the process of loading or unloading a vessel shall be 5s. 3<sup>3</sup>/<sub>10</sub>d., with a minimum payment as for four hours.

## ORDINARY HOURS OF EMPLOYMENT.

2. The ordinary hours of duty shall be—  
 From Monday to Friday inclusive—8 a.m. to 5 p.m.  
 Saturday—8 a.m. to noon.

Provided that the time occupied in travelling to or from the stable, yard or wharf, with a horse or horses, shall be paid for as if the dragger was actually engaged in dragging operations.

## OVERTIME.

3. Overtime as hereinafter defined shall be paid for at the following rates:—

- (a) Between 6 p.m. and midnight—  
 Monday to Friday inclusive—Ordinary rate and a half.  
 Between midnight and 7 a.m.—Monday to Saturday inclusive—Double ordinary rate.  
 (b) Where tea hour is observed from 6 p.m. to 7 p.m. by the waterside workers with whom the employee is working the employee shall be paid at the rate of ordinary rate and a half between 5 p.m. and 6 p.m.  
 (c) For work done on Saturday between noon and midnight and from midnight on Sunday to 7 a.m. on Monday double ordinary rates shall be paid.  
 (d) For work done on ordinary holidays the rates shall be—  
 Between midnight and 7 a.m.—Two and one-half times the ordinary rate.  
 Between 8 a.m. and 5 p.m.—Ordinary rate and a half.  
 Between 5 p.m. and midnight—Double ordinary rate.  
 (e) For work done between midnight on Saturday and midnight on Sunday and between midnight and midnight on extraordinary holidays two and a half times the ordinary rate shall be paid.  
 (f) For work done during ordinary hours for more than 88 hours per fortnight or 48 hours in any one week (exclusive of meal times and smoke-ohs)—for such excess ordinary rate and a half.  
 (g) Men engaged to work between midnight and 7 a.m. under the preceding sub-clauses (c), (d) and (e) hereof shall be paid for at least four hours at the appropriate rate.

## MEAL HOURS.

4. The hours for meals shall be—  
 Breakfast—7 a.m. to 8 a.m.  
 Dinner—Noon to 1 p.m.  
 Tea—5 p.m. to 6 p.m.  
 Supper—Midnight to 1 a.m. but when work begins at midnight supper periods are not to be observed.

When frozen cargo is being handled the meal hour may be postponed without payment of additional rate for any time not exceeding half an hour if such suspension is necessary to complete the unloading of a truck, motor waggon or vehicle the unloading of which was started before the time fixed for the meal hour.

## WORKING DURING MEAL HOURS.

5. (a) Working during meal hours, except to meet emergencies, shall be avoided as far as possible. If employers require work to continue during a meal hour to meet emergencies, the rates set out hereunder, subject to adjustment under clause 14 of this Part, shall be paid for such meal hour, or portion thereof worked, and thereafter, subject to the exception in respect of frozen cargo in clause 4 of this Part and those hereinafter mentioned shall continue until the employee is discharged or has been allowed a full hour of leisure for a meal.

(b) Employees shall at the employer's option work during such meal hours as are worked by the waterside workers with whom they are working but not otherwise.

(c) In ports where meals are supplied by the employers the payment for work during meal hours shall not apply where the employers in order to expedite the sailing of a vessel arrange for the meal to be supplied either one hour prior to or one hour later than the otherwise specified time of such meal hour. In such cases the employers shall be entitled to arrange meal times within the stipulated period.

	Ordinary Days.	Ordinary Holidays.	Saturday Afternoons.	Sundays and Extraordinary Holidays.
Supper (except where employment begins at midnight)	Treble time	Treble time and a half	..	Treble time and a half
Breakfast where work commences prior to 7 a.m.	Treble time	Treble time and a half	..	Treble time and a half
Breakfast where work commences at 7 a.m.	Double time	Double time and a half	..	Treble time and a half
Dinner	Double time	Double time and a half	Treble time	Treble time and a half
Tea except as provided in clause 3 (b) of this Part	Double time	Treble time	Treble time	Treble time and a half

## SMOKE-OHS.

6. Employees shall be entitled without loss of pay to the same breaks in their work as are actually observed by the waterside workers with whom they are working but shall feed and water their horses during such smoke-ohs if necessary.

## WORKING THROUGH SMOKE-OHS.

7. (a) The employees shall not be entitled to the said breaks of work if the employer be willing to pay double the appropriate rate for the work done during the smoke-oh or where the actual work commences less than two hours before the time of the break.

(b) For work done during smoke-ohs (other than the necessary feeding and watering of horses) double the appropriate rate shall be paid for the time actually worked.

## TIME OF DUTY.

8. The time of duty, except as hereinafter provided, shall begin at the time and place at which the employee is directed to present himself for work or for conveyance to work.

## PART III.—(continued).

(This Part applies to persons employed as Wharf Draggers.)

## PROVISION FOR MEALS.

9. Where employees are required to work on the same or a different job after 5 p.m. or after 6 p.m. in ports where the meal hour is observed by mutual arrangement from 6 p.m. to 7 p.m. at or before the time they are knocked off for the midday meal on the day on which they are so expected to work, or if engaged after the time of the midday meal on that day—at the time picked-up—they shall be notified by the foreman or other representative of the employer of the probable period of time for which their services will be required and will thereupon make provision for meals necessary during such period mentioned, subject to the following conditions:—

- (i) If any meals necessary after 5 p.m. or after 6 p.m. in ports where the meal hour is observed from 6 p.m. to 7 p.m. within that period are provided and not required by the employee owing to work not being available, each such employee shall be paid the sum of 2s. for each such meal provided and not required.
- (ii) If the work exceeds the time mentioned by the foreman or other representative of the employer, and continues beyond a meal hour, and an extra meal or meals have to be obtained away from home, each such employee shall be paid the sum of 2s. for each such meal.
- (iii) If the employees are not notified as before mentioned and work continues beyond a meal hour, they shall each be paid 2s. for each meal obtained away from home.
- (iv) Where employees have been notified and work continues into and through the last meal hour to a finish, no payment shall be due for such meal not partaken during the meal hour time at which the last meal hour would have been observed.
- (v) The employer shall not be liable for these payments if he provide employees with proper meals.
- (vi) Employees required to work beyond the mid-day meal on Saturday shall receive notice of that fact before leaving work on Friday if resuming at the same job, or at the time of engagement—if engaged for work commencing on Saturday morning—and for meals required after mid-day, shall be notified at or before the midday break on the job.
- (vii) Employees engaged to commence work or ordered to resume work prior to the breakfast meal hour on the following working day and who are required beyond that meal hour, unless notified as before mentioned, shall be entitled to payment of the meal allowance.
- (viii) For the purposes of this Part notice given by a foreman or other representative of the employer, to one man in each gang, shall be deemed to be notice to all employees engaged.

## HOLIDAYS.

10. (a) The holidays shall be as follows:—

Extraordinary holidays.—Christmas Day, Good Friday, Labour Day, and Sundays.

Ordinary Holidays.—New Year's Day, Easter Monday, King's Birthday, Boxing Day, Australia Day, Melbourne Cup Day, and Anzac Day.

(b) "Australia Day" shall mean the day in January observed as such.

(c) "Holidays" shall mean the days prescribed under the law of the State to be observed in lieu of the actual holidays mentioned unless there be no such day prescribed in which case the day to be observed shall be the day on which the holiday falls.

## EMPLOYEES TO WHOM THIS PART APPLIES.

11. This Part of this Determination shall apply to casual employees and except as to clause 1 of this Part shall apply to such permanent carters or drivers on weekly engagement as may be temporarily engaged in the occupation of dragging whilst they are so employed in lieu of the provisions dealing with the same subject matter in Part I. of this Determination.

An employer shall not employ a permanent carter or driver on weekly engagement as a casual dragger on a holiday unless there shall be no casual draggers available.

## THE OCCUPATION.

12. The duties of a dragger shall be to attend to and/or drive his horse and to attach the horse to the truck. He shall also be responsible for the safe conduct of the load (but not any loading or unloading) whilst on the truck. In the case of an emergency only a dragger may, if agreeable, do other work provided that for each hour or part of an hour so employed he shall be paid the ruling rate prescribed by any Determination for the particular class of work done.

## INCORPORATION OF PROVISIONS OF PART I.

13. The provisions of clauses 6, 11 (a), 2, 17, and 20 of Part I. of this Determination are hereby incorporated in this Part.

## PERIODICAL ADJUSTMENT OF WAGES.

14. The wages rates set out in clause 1 of this Part shall, pursuant to the provisions of Section 21 of the *Factories and Shops Act 1934*, be automatically adjusted from time to time as prescribed hereafter.

(1) The index number for Melbourne is to be applied.

(2) The index number for the calendar quarter next preceding the period of or near a quarter for which the adjustment is made is to be ascertained.

(3) The amount of addition or deduction assigned in the following table (or in any extension thereof) to the index number division comprising such number is to be ascertained.

(4) That assigned amount shall for work done during such period of or near a quarter be added to or deducted from the originally prescribed amount of the rate in accordance with that table.

(5) The division called "original" in the following table is that for the basic wage upon which the rate is to be deemed to have been originally prescribed.

Table.

Original Index Number Division, 1535-1546, Melbourne.

Index Number Divisions for Deductions.	Amounts of Addition or Deduction.	Index Number Divisions for Additions.
	d.	
1535-1545	nil	1535-1545
1523-1534	0 <sup>0</sup> / <sub>10</sub>	1546-1557
1512-1522	0 <sup>0</sup> / <sub>10</sub>	1558-1568
1500-1511	0 <sup>0</sup> / <sub>10</sub>	1569-1580

## PART IV.

(This Part applies only to persons employed by Retail Dairymen.)

1. (a)		ADULT EMPLOYEES.		
		Weekly Wage. (Including a Loading of 3s.)		
		Within 20 Miles of G.P.O., Melbourne; within 10 Miles of G.P.O., Geelong; within 5 Miles of the Chief Post Office, Warrnambool; and within the Mildura and Gippsland Districts.	At Yallourn.	All Other Parts of Victoria.
		£ s. d.	£ s. d.	£ s. d.
(1) Employee driving—				
One horse .. .. .		10 0 6	10 7 0	9 17 6
Two horses .. .. .		10 8 6	10 15 0	10 5 6
(2) Employee driving—				
Motor bicycle with side car .. .. .		10 1 6	10 8 0	9 18 6
(3) Employee driving other motor vehicle having maker's capacity of—				
25 cwt. or less .. .. .		10 8 6	10 15 0	10 5 6
Over 25 cwt. but not over 3 tons .. .. .		10 14 6	11 1 0	10 11 6
Over 3 tons but under 6 tons .. .. .		10 19 0	11 5 6	10 16 0
Further tonnage—for each complete ton over 5 an extra 1s. per week.				
Motor drawing trailer—2s. 6d. extra per day for each loaded trailer or 1s. 3d. extra per day for each empty trailer, provided that not more than one trailer shall be drawn at any one time.				
(4) Employee driving articulated vehicle having maker's capacity of 8 tons or less .. .. .		11 8 6	11 15 0	11 5 6
For each complete ton over 8—an extra 1s.				
(5) Stableman .. .. .		9 15 0	10 1 6	9 12 0
(6) Head stableman .. .. .		10 3 0	10 9 6	10 0 0
(7) Horse driver's assistant, motor driver's assistant, yardman. .. .. .		9 11 0	9 17 6	9 8 0

  

	Per Week.
	s. d.
Further additional amounts for—	
(8) Carter collector and/or relief driver .. .. .	10 0
(9) Drivers of milk vehicles .. .. .	20 0
The further additional amount specified in item No. (9) herein shall not be paid to any employee who absents himself from work on any one day in a week on which he is required to work, unless such employee has a reasonable excuse accepted as such by his employer for so absents himself from work.	
Provided that the foregoing shall not apply to absence from work upon the restored day off of such employee or to any day for which he is paid pursuant to the provisions of clause 15 hereof.	
(10) Bulk milk carters and their assistants shall be paid 10 per cent. additional for all time worked during the ordinary hours on afternoon shift. For the purpose of this item "Afternoon shift" shall mean any shift on which the ordinary hours conclude after 6 p.m.	

## JUNIORS.

2. (a) The minimum rate to be paid to junior employees is as follows:—  
Under 19 years of age—65 per cent. of the total wage payable to an adult for the class of work performed.  
19 years and under 20 years of age—75 per cent. of the total wage payable to an adult for the class of work performed.  
20 years of age and over—the same rate of wage payable to an adult for the class of work performed.
- (b) No junior under nineteen years of age shall be allowed to drive or be in charge of more than one horse within the Metropolitan District, and no junior under eighteen shall be permitted to have sole charge of a motor vehicle.
- (c) Juniors shall not be employed in a greater proportion than one junior to every five drivers receiving adult wages.

## HORSE STABLING.

3. Where a driver provides stabling for his horse or horses, he shall be paid 10s. per week for each horse stabled in addition to the minimum rate of wages prescribed.

## CASUAL EMPLOYER.

4. (a) A casual employee for working ordinary time shall be paid per hour one-fortieth of the weekly rate prescribed by this Determination for the work which he performs, plus 4s. per day or portion thereof.  
A minimum payment as for four hours shall be paid.
- (b) A casual employee shall be notified at the end of the day if his services are not required on the next working day: failing such notice, a full days' wages shall be paid for the next working day.

## NO DEDUCTION FROM WAGES.

5. (a) No deduction shall be made from wages when an employee is learning the round or receiving tuition.
- (b) No employee shall be permitted to board and lodge with the employer on his premises, except with the written consent of the branch secretary of the union.
- (c) No deduction shall be made by an employer for sick and accident funds or for any other reason not expressly provided for in this Part except with the written consent of the employee.

## PART IV.—(continued).

(This Part applies only to persons employed by Retail Dairymen.)

## HIGHEST FUNCTION.

6. (a) Where an employee is called upon to perform two or more classes of work on any one day he shall for the purpose of assessing the rate of wage to be paid, be deemed to have worked throughout the whole of his working time on that day at the class for which the highest rate of wages is prescribed.

(b) Notwithstanding anything contained in this clause an employee may be used in the capacities of a Retail Milk Carter and Collector, provided that each separate capacity shall be performed only on one day, and such employee shall be paid weekly at the highest ruling rate of such capacities.

Provided further that no Carter-Collector may be changed from one capacity to another without having at least twelve hours off for rest.

## PAYMENT OF WAGES.

7. (a) All wages and overtime shall be paid in the employer's time on a day to be determined by the employer but not later than Thursday of each week. The day on being fixed shall not be altered more than once in three months. All wages shall be paid enclosed in an envelope, which shall be clearly endorsed on the outside with the following particulars:—

- (i) The gross amount of wages payable;
- (ii) the amount of each deduction made and the nature thereof; and
- (iii) the net amount of wages paid.

Provided that at the option of the employer, the particulars mentioned may be stated on a slip of paper and included in the envelope.

(b) All earnings including overtime shall be paid within two days of the expiration of the week in which they accrue.

(c) If an employer fails to make payment to any employee as prescribed on a pay day upon which such employee is in attendance to be paid, or, if such employee is absent on pay day, then upon the next ensuing day upon which such employee is present, the employer shall pay to each such employee 5s. extra for each and every day or part thereof during which such default in payment continues.

(d) Notwithstanding anything herein contained an employer shall pay to an employee who leaves or is dismissed all moneys due to him forthwith, failing which he shall pay to the employee the sum of 5s. for each and every day or part thereof during which such default continues.

## HOURS OF WORK.

8. (a) The ordinary working hours per week for a weekly employee shall be 40. Such ordinary number of working hours shall include time worked on a Sunday.

(b) The ordinary hours of work for employees other than bulk milk carters shall be worked in six days of not more than six hours and forty minutes.

(c) All time from the earliest starting time to the latest finishing time shall be counted as time worked, excepting for bulk milk carters and their assistants.

(d) (i) The ordinary hours of work of retail milk carters and their assistants within twenty miles of the G.P.O., Melbourne shall be between 1 a.m. and 9 a.m. Provided that the ordinary working hours of such employees who deliver milk to shops, factories, warehouses and/or offices inside the boundaries of Flinders, Lonsdale, Spring and Spencer streets, shall be between the hours of 5 a.m. and 1 p.m.

(ii) The ordinary hours of work of semi-wholesale milk carters and their assistants within twenty miles of the G.P.O., Melbourne shall be between the hours of 5 a.m. and 1 p.m.

(iii) Outside a radius of twenty miles of the G.P.O. Melbourne the starting and finishing time of the ordinary hours of work of all employees, with the exception of bulk milk carters, shall be as agreed between the employer and the Secretary of the appropriate branch or sub-branch of the Transport Workers Union of Australia.

(iv) The ordinary hours of work of bulk milk carters and their assistants shall be worked in five or six days of not more than eight and a quarter hours per day. Provided that all time from the earliest starting time to the latest finishing time other than meal time shall be counted as time worked.

## WEEKLY TIMES OFF.

9. (a) Each employee shall, if working day work, be entitled to one clear day off in each seven days, or, if working night work, to one clear night off in each seven nights. Provided that any such employee who is required to work on his day or night off shall be paid at the rate of double time for all time worked on such day or night with a minimum as for four hours. Such rate of double time is in substitution for and not cumulative upon the additional rates prescribed in Clause 12.

(b) Each employer shall fix a regular day or night off, as the case may be, for each such employee and shall enter same in the time book. An employer may alter the regular day or night off of any employee by giving the employee concerned at least seven days' notice of intention to make such change. The day or night so fixed, or as so altered, shall be deemed to be the day or night off for purposes of sub-clause (a) hereof; provided that with a view of giving each employee as far as practicable a turn at having a Sunday or Sunday night off each employer and employee may agree that such employee shall accept a Sunday or Sunday night off in any particular week in lieu of the regular day or night off for such week, and in such case the Sunday or Sunday night shall be deemed to be the day or night off for such week.

(c) An employee on a weekly contract of hiring who does not work on a public holiday because it is his rostered day off shall receive an extra day's pay in respect of such day.

## WEEK-END WORK.

10. Every employee who is required by his employer to work upon not less than six days in any one week and thereby works upon a Saturday and/or a Sunday, shall be paid the sum of 11s. 6d. in addition to his other wages for that week, such sum to be in lieu of other week-end penalty rates; provided that no such employee shall be entitled to such sum of 11s. 6d. notwithstanding that he has worked upon Saturday and/or Sunday unless he actually has worked at least six days in the week.

## STARTING AND FINISHING TIMES.

11. (a) Where proper facilities are provided for an employee to sign on when beginning work and to sign off when leaving work, the work of such employee shall be deemed to commence when he signs on at the yard or depot and to finish when he leaves the yard or depot.

Where proper facilities for signing on or off are not provided, work shall be deemed to commence when the employee enters the yard or depot and to finish when he leaves the yard or depot.

Provided that in any case where the horses are stabled at the driver's own home then the driver shall be allowed twenty minutes in the morning and fifteen minutes in the evening to perform the necessary stable work.

(b) Each employer shall fix a regular starting time for each of his employees which shall, with respect to each employee, be the same time, in each day of the week. Where an employer desires to vary or change the regular starting time of any employee or employees he shall give two weeks' notice of such variation or change to the particular employee or employees concerned, and also post a notice of the intended change at the depot or yard.

**PART IV.—(continued).****(This Part applies only to persons employed by Retail Dairymen.)****OVERTIME.**

12. (a) (i) An employer may require an employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.

(ii) The union shall not in any way whether directly or indirectly be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this clause.

(b) For all work done outside ordinary hours the rates of pay shall be time and a half for the first four hours and double time thereafter, such double time to continue until the completion of the overtime worked. Provided that double time shall be paid for all work done outside ordinary hours on Sunday. Provided further, however, that the additional amounts set out in clause 1 of this Part shall not be subject to the increased rates of pay hereinbefore referred to.

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

**Rest Period After Overtime.**

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

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

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

**Call Back.**

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

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

**HOLIDAYS.**

13. (a) Weekly employees shall be entitled, without deduction of pay, to the holidays observed in respect of New Year's Day, Australia Day, Labour Day, Good Friday, Easter Monday, Anzac Day, King's Birthday, Christmas Day and Boxing Day, and to one other holiday on the day fixed as follows:—

Within 25 miles of the G.P.O., Melbourne—a day to be agreed to by the employer and his employees, and notified beforehand to the Union, and in default thereof the day upon which the Melbourne Cup is run. In any other district—

One day for which a whole or part holiday for the Public Service is gazetted for the district, or in default thereof a day agreed to by the employer and employees concerned and notified beforehand to the Union.

The 9th day of May, 1951, shall be observed as a holiday in addition to the holidays named in this sub-clause. The 13th day of November, 1951, if then a proclaimed holiday shall be observed as a holiday. Such holidays shall be in addition to the other holidays named in this sub-clause.

(b) 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.

(c) (i) For all time worked by a weekly employee on such holidays, payment shall be made at the rate of ordinary time.

The minimum payment shall be as for four hours' work.

Such payments shall be in addition to any amount payable in respect of the weekly wage.

(ii) If an employee is required to work on a holiday during hours which if the day were not a holiday would be outside the range of ordinary working time as mentioned in clauses 8 and 11 he shall be paid for such hours at the rate of double time and a half.

(d) (i) For all time worked by a casual employee on such holidays payment shall be made at the rate of double time. The minimum payment shall be as for four hours' work.

(ii) In addition to the payment prescribed in this sub-clause the additional rate prescribed by clause 4 hereof shall be paid.

(e) Where a weekly employee is entitled to any holiday prescribed by this Part, his employer shall notify such employee on the working day immediately preceding such holiday if his services are required thereon, and if such notice be not given the employees shall be entitled to take such holiday without deduction of pay.

(f) If an employer intends to carry on business on a day generally observed as a holiday, although not prescribed as such in this Part, he shall not be entitled to make a deduction from the wages of any weekly employee who fails to present himself for duty on that day unless he shall have given the employee notice of his intention to carry on business on that day.

**ANNUAL LEAVE.****Period of Leave.**

14. (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 with such employer.

**Public Holidays Excluded.**

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

(ii) If any 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 or part of 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.

**Notice of Leave to be Given.**

(c) 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.

**PART IV.—(continued).****(This Part applies only to persons employed by Retail Dairymen.)***Time when Leave to be Granted.*

(d) (i) 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 any employee within the said period he may by agreement with the Union postpone such leave until a later date.

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 Local Branch of the Union has been obtained.

(ii) 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.*

(e) The annual leave provided for by this clause shall be allowed and shall be taken and except as provided in sub-clause (d) hereof, payment shall not be made or accepted in lieu of annual leave. If an employer fails to grant leave within the period of any postponement thereof mentioned in sub-clause (d) hereof and is convicted on that ground for a breach of this Determination and the employee is not a consenting party to such failure; the employer shall in addition to the wages payable under sub-clause (f) hereof also pay to such employee a further sum equal to the wages payable under sub-clause (f) hereof.

*Payment of Wages.*

(f) Each employee before going on leave shall be paid the wages due to him for the period for which he is entitled to leave. For the purposes of this sub-clause and sub-clause (h) 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.*

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

(ii) Where leave has been granted to an employee pursuant to sub-clause (g) (i) hereof before the right thereto has accrued due and the employee subsequently leaves or is discharged from the service of the employer before completing the twelve months' continuous service in respect of which the leave was granted, the employer may for each one complete month of the qualifying period of twelve months not served by the employee, deduct from whatever remuneration is payable upon the termination of the employment one-twelfth of the amount of wage paid on account of the annual leave, which amount shall not include any sums paid for any of the holidays prescribed in clause 13 of this Part. Provided that in cases where such leave is granted at the request of the employee, the employer may when making payment under sub-clause (f) hereof withhold from the employee a sum equal to one-twelfth for each complete 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.*

(h) 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.*

(j) (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.

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) hereof shall be counted as part of such period;
- (b) in respect of absences of the kind mentioned in (c) and (d) of paragraph (i) hereof the employee shall serve such additional period as part of his qualification for annual leave as will equal the period of such absences.
- (c) where an employee is absent from work for any cause whatsoever the employer shall if so requested 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 written 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 factory or depot where he is employed or if there be no such office, to the manager of such factory or depot or in his absence to the employee's foreman. The employer shall give the notification to the employee by having the same delivered to such employee personally in writing.

*Calculation of Month.*

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

## PART IV.—(continued).

(This Part applies only to persons employed by Retail Dairymen.)

*Successor or Assignee or Transmitlee.*

(f) Where the employer is a successor or assignee or transmittée 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 transmittée 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.

## SICK LEAVE.

15. (a) An employee on weekly hiring who is absent from his work on account of personal illness or 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, unless proved to the satisfaction of his employer that such was not reasonably practicable 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 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 employee 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 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 in the day of the accident, and shall be reimbursed by the employer all expenses reasonably incurred in connexion with such attendance.

(e) Notwithstanding anything elsewhere contained in this Determination the provisions therein relating to sick leave shall come into operation on and from the first day of March, 1951.

## CONTRACT OF EMPLOYMENT.

*Weekly Employment.*

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

(b) Employment shall be terminated by a week's notice on either side given at any time during the week or by the payment or forfeiture of a week's wages as the case may be. This shall not affect the right of the employer to dismiss any employees without notice for malingering, inefficiency, neglect of duty, or misconduct, and in such cases all moneys due, shall be paid to the employee forthwith.

(c) An employee not attending for duty shall, except as provided by clauses, 13, 14, and 15 hereof lose his pay for the actual time of such non-attendance.

(d) Where a notice is given by an employer purporting to expire within the week next preceding Christmas Day or Good Friday but the employer expressly or impliedly allows the employee to believe that he is to resume work not later than one week after New Year's Day, or Easter Monday, as the case may be, such notice shall have no effect and the engagement shall be deemed to have continued unaffected by such notice.

(e) A weekly employee shall not be changed to a casual employee within the week next preceding Christmas Day or Good Friday.

(f) Notice to determine the engagement which is given every week or otherwise in such manner that the employee is not able to know with certainty a week before a particular date whether his engagement will or will not be determined by the employer upon that date shall not be deemed a valid notice unless given during a general or shipping or coal strike.

## MEAL TIME.

17. Bulk milk carters and their assistants shall be allowed a meal break of not less than forty-five minutes or more than one hour to be taken not later than five and a half hours after commencing work.

## CHANGE OF PLACE OF EMPLOYMENT.

18. When an employer transfers an employee, after he comes to work, from the place from which he usually works, to another place, fares to and from such altered place shall be paid by the employer to the employee whether the employee travels by cycle or otherwise except when transported by the employer.

## GEAR TO BE PROVIDED

19. An employer shall supply his employees with all gear to secure any loads to be carted by them, and effective lamps.

In the case of a retail milk round where the provision of an effective torch and a battery is necessary, the same shall be provided and paid for by the employer.

## PART IV.—(continued).

(This Part applies to all persons employed by Retail Dairymen.)

## ARTICLES OF CLOTHING.

20. Drivers of retail and semi-wholesale and/or bulk milk vehicles shall be supplied by the employer with at least two overalls per year provided that where an employer fails to provide overalls as prescribed herein an amount of 2s 6d. per week shall be paid by such employer to the employee.

The dates of the issue of such overalls shall be recorded in the time book.

## HOUSING.

21. (a) Any employee required by his employer to live at a stable, yard or garage, shall be provided with suitable accommodation for such employee free of cost.

(b) If an employer provides proper housing accommodation for an employee and his wife and family, and requires the employee to live there, the employer shall be entitled to charge a rent not exceeding 15s. per week and not exceeding half the rent at which a similar house in the same locality would ordinarily be let.

## TIME BOOKS.

22. (a) Each employer shall, at the depot or yard at or from or in connexion with which the employee works, or at an office convenient thereto, keep a record or time book showing the name of each employee in which shall be entered the time of starting and finishing work each day, the work performed and class of vehicle driven and number of horses or maker's capacity and the weekly rate of pay for such work, and the amount of overtime worked and the wages and overtime paid to each employee.

Provided proper facilities are provided by the employer for the purpose, such record or time book shall (so far as his starting and finishing time each day is concerned and also the work performed and class of vehicle driven and number of horses or maker's capacity) be made or entered each day by the employee at the time of starting and finishing work.

(b) The age of each employee receiving less than the adult wage shall be entered in the record or time book.

(c) Such record or time book shall, on demand, be produced by the employer or, in his absence, the person in charge or who may be reasonably presumed to be in charge of such depot, yard or office mentioned in sub-clause (a) hereof or the time books kept thereat, to any officials (not more than 2 in number at any one time) of the Union duly authorized in writing by the President and Secretary of the local Branch or sub-branch of the Union at the place where the record or time book is kept. Any demand for production of the record or time book made during ordinary working hours on any ordinary working day, excepting pay day, shall be complied with forthwith. If the time of any such demand shall not be reasonably suitable to the employer (the burden of proof whereof shall be on the employer) for a full and particular inspection and examination of such time book or record by the officials, the employer shall nevertheless produce at such time, such time book or record to the officials who shall be then entitled to examine such book or record for the purpose of seeing the nature and general state and condition thereof. A time shall then be agreed upon for the further examination of particulars thereof by such officials and, if not agreed upon, such time between the above hours shall be fixed by the officials and shall not be less than 24 hours or 48 hours in the case of a demand on the day before pay day after the time of the first demand. The officials shall in fixing such time have due regard to the exigencies of the employer's business and must complete each inspection as quickly as reasonably practicable.

(d) Provided that an employer may, at his option, in lieu of a time book, provide a mechanical clock for the purpose of recording the time of each employee, in which case each employee shall, at the end of the week, enter or record the wages and overtime received on some card or check used in connexion with such clock.

(e) Where an employee performs work for which a special rate is provided a record of such work and the nature if same shall be recorded in the time book or equivalent record.

## UNION DELEGATE.

23. An employee appointed as Union delegate in a depot or garage shall upon notification thereof to the employer by the Branch or sub-branch Secretary of the Union, be recognized as the accredited representative of the Union and shall be allowed the necessary time during working hours to interview the employer or his representative on matters affecting employees in the depot or yard.

## NOTICE BOARD.

24. Each employer shall permit a notice board to be erected at his depot or garage for the purpose of posting any notices thereon in connexion with union business; such notice board to be in a prominent position. All notices shall be signed by an official of the Union.

## DETERMINATION TO BE EXHIBITED.

25. A copy of the Determination and any variation thereto shall as soon as the official print is available be posted and kept posted in a prominent place where it is easily accessible to the employees.

## COLLECTING BY RETAIL MILK CARTERS.

26. No retail milk carter other than those provided for in sub-clause (b) of clause 6 of this Part shall collect or be permitted to collect any accounts other than cash sales or cash collections on the round and during the ordinary course of milk delivery.

## LIMITATION OF NUMBER OF CARTER-COLLECTORS.

27. An employer shall not employ more than one carter-collector for each four drivers.

## LIFTING MILK CANS.

28. An assistant shall be provided where the driver of a milk waggon is required to lift into the waggon milk in cans having a capacity of ten gallons or more from the ground or other surface more than eighteen inches below the level of the tray of the truck.

## DEFINITIONS.

29. (a) "Articulated vehicle" shall mean a road vehicle with three or more axles, comprising a power unit (called "tractor truck", "prime mover", &c.) and semi-trailer which is superimposed on the power unit, revolving on a turn-table and is articulated whether automatically detachable or permanently coupled.

(b) "Bulk milk carter" means a person carting milk or cream in bulk from producers to depots or pasteurising plants, railways, retailers or factories, or from depots or pasteurising plants or railways to factories or to retailers.

(c) "Casual employee" shall mean an employee engaged and paid as such.

(d) "Carter Collector" shall mean an employee whose duty it is to collect money and drive a vehicle delivering milk on different days, but shall not include a milk carter making cash sales or cash collections on the round during the ordinary course of milk delivery.

(e) "Horse driver's assistant" and "motor driver's assistant" means any employee who accompanies the driver to assist in loading, unloading, or delivering.

(f) "Head stableman" means a stableman in charge of or directing the work of other stablemen.

(g) "Maker's capacity" shall mean the capacity shown on the certificate of registration issued under the Motor Car Acts.

(h) "Official of the union" shall mean persons certified as such in writing by the President and Secretary of the local branch or sub-branch of the union.

(i) "Retail milk carter" or "driver of a retail milk vehicle" means any person carting milk or cream, other than a person defined in sub-clause (b) hereof as a bulk milk carter.

(j) "Relief driver" shall mean a driver who at the direction of the employer delivers milk on two or more rounds in any one week.

(k) "Saturday" for the purpose of this Part means either Saturday or such other day as is observed as the weekly half-holiday in a particular district.



- (l) "Semi-wholesale milk carter" shall mean any person solely carting milk or cream to milk bars, institutions, shops, hotels, hospitals on boarding houses or like places.  
 (m) "Union" shall mean and refer to the Transport Workers' Union of Australia.  
 (n) "Yardman" shall mean an employee not otherwise specified, employed in or in connexion with a stable, or yard.  
 (o) "Year" shall mean the period between the 1st day of March and the next ensuing 28th day of February.

## PERIODICAL ADJUSTMENT OF WAGES.

30. The wages rates set out in clause 1 of this Part are based upon the following basic wage, and, pursuant to the provisions of Section 21 of the *Factories and Shops Act 1934*, shall be automatically adjusted by the same amount and at the same time as such basic wage as prescribed in clause 31 of this Part.

## Basic Wage.

Place.	Basic Wage (Adjustable).	Index Number Set Assigned.
Within 20 miles of G.P.O., Melbourne . . . . .	£ s. d. 8 17 0	Melbourne
Within 10 miles of G.P.O., Geelong—same as the contemporaneous basic wage for Melbourne		
Within 5 miles of the chief Post Office, Warrnambool—same as the contemporaneous basic wage for Melbourne		
Mildura and Gippsland Districts—same as the contemporaneous basic wage for Melbourne		
Yallourn—until further order the same amount in excess of Melbourne as at present, viz., 6s. 6d. per week		
Elsewhere—3s. less than the contemporaneous basic wage for Melbourne		

## ADJUSTMENT OF BASIC WAGE.

31. (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 August, 1951, the amount of the basic wage shall be as prescribed in clause 30 of this Part.

(c) During each future successive period beginning with the first pay period to commence in an August, a November, a February, or a May, 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.

## PART V.

(This Part applies only to persons employed in connexion with the distribution of petrol and petroleum products.)

## 1.

## WAGES PER WEEK.

No.	Classification.	Basic Wage (Adjustable).	Margin.	Loading.	Total Wage Per Week.
		Per Week.	Per Week.	Per Week.	
		£ s. d.	s. d.	s. d.	£ s. d.
1	Aerodrome attendants . . . . .	8 16 0	47 0	3 0	11 6 0
2	Assistant aerodrome attendants . . . . .	8 16 0	37 0	3 0	10 16 0
3	An employee appointed as a leading hand aerodrome attendant in charge of a shift—2s. 6d. per shift extra for each shift or part thereof he works as a leading hand.				
4	Employee driving a motor waggon with a combined weight of vehicle and maximum load of under 10 tons (including margins for salesman-drivers collecting money and when required carting packages, fuel oil in drums or bulk or carting, spreading and/or spraying bituminous products upon the street) . . . . .	8 16 0	46 0	3 0	11 5 0
5	Employee driving a motor waggon with a combined weight of vehicle and maximum load of 10 tons and up to and including 13 tons (including margins for salesman-drivers, collecting money and when required carting packages, fuel oil in drums or bulk or carting, spreading and/or spraying bituminous products upon a street) . . . . .	8 16 0	49 0	3 0	11 8 0
6	Further additional amount for each additional ton or part thereof in excess of 13 tons—1s. per week				
7	Motor (not being a tractor) drawing a trailer—2s. 6d. extra per day.				
8	Further additional amount for an employee driver of an articulated vehicle, 7s. 6d.				
9	Employee driving oil tractor, tow motor, industrial truck, yard truck or utility vehicle . . . . .	8 16 0	35 0	3 0	10 14 0
10	Washers and greasers . . . . .	8 16 0	25 0	3 0	10 4 0
11	Assistant drivers . . . . .	8 16 0	26 0	3 0	10 5 0
12	Further additional amount for a driver of a yard truck or tractor who is instructed by a superior officer to supervise the work of two or more employees, whether they are engaged under this Part or not, 9s.				

## PART V.—(continued).

(This Part applies only to persons employed in connexion with the distribution of petrol and petroleum products.)

## CONTRACT OF EMPLOYMENT.

2. The following shall be the terms and conditions of weekly employment :—

- (a) Where an employee is usually employed without any express undertaking to employ him for at least one week his employment shall be deemed to be that of a casual employee, but in all other cases where an employee is not in express terms engaged as a casual employee, he shall be deemed to be, and be employed as a weekly employee.
- (b) The engagement shall not be terminated on either side except upon one week's notice which may be given at any time, but an employer may pay one week's wages in lieu of giving such notice. This shall not affect the right of the employer to dismiss any employee without notice or payment in lieu of notice for inefficiency, neglect of duty or misconduct.
- (c) Where a notice is given by an employer purporting to expire within a week next preceding Christmas Day or Good Friday, but this employer expressly or impliedly allows the employee to believe that he is to resume work not later than one week after New Year's Day or Easter Monday such notice shall have no effect and the engagement shall be deemed to have continued unaffected by such notice.
- (d) A weekly employee shall not be changed to a casual employee within the week next preceding Christmas Day or Good Friday.
- (e) Notice to terminate the engagement which is given every week or otherwise in such manner that the employee is not able to know with certainty a week before a particular date whether his engagement will or will not be terminated by the employer upon that date shall not be deemed a valid notice unless given during a general or shipping or coal strike.
- (f) An employee to become entitled to payment of the weekly wage prescribed by this Part shall be available ready and willing to 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 comprising him, but any employee so available ready and willing to work for the whole week and not justifiably dismissed for any reason set out herein shall be entitled to a full week's wage.
- (g) Subject to the provisions of this Part as to holidays, if an employee absents himself from work, his employer shall be entitled to deduct from his week's wages an amount corresponding with the period of absence.

## MIXED FUNCTIONS.

3. Any employee who in any day does work involving different rates of pay, under this or any other Determination shall be paid the highest of such rates for the whole day.

## EMPLOYEES DOING WORK OF A LOWER GRADE.

4. Should an employee be temporarily transferred for a period not exceeding one week to perform a class of work carrying a lesser minimum rate of wage than that at which he is usually employed, he shall not during such temporary transfer suffer any reduction in his usual wage.

## CASUAL EMPLOYEES.

- 5. (a) A casual employee shall be paid at the rate of one-fifth of the appropriate weekly rate per day plus 5s. additional, with a minimum payment as for eight hours.
- (b) The time to be worked by a casual employee without payment of overtime rate shall not exceed eight hours on any one day from Monday to Friday inclusive.
- (c) A casual employee shall be notified at the end of the day if his services are not required next work day; failing such notice, a full day's wages shall be paid for the next working day.

## HOURS OF WORK.

- 6. (a) Subject to clause 9 of this Part the ordinary hours of work shall be 40 hours per week to be worked in five days of 8 hours per day Monday to Friday inclusive, between the hours of 7 a.m. and 5.30 p.m.
- (b) In any working week in which a holiday occurs under this Part an employee's working week shall be reduced by eight hours for each holiday in that week, without reduction of ordinary weekly pay.

## STARTING AND FINISHING TIMES.

- 7. (a) Where proper facilities are provided for an employee to sign on when beginning work and to sign off when leaving work, the work of such employee shall be deemed to commence when he signs on at the yard or depot in the morning and to finish when he signs off in the evening.
- (b) Where proper facilities for signing on or off are not provided, work shall be deemed to commence when the employee enters the yard or depot in the morning and to finish when he leaves the yard or depot in the evening.
- (c) Each employer shall fix a starting and finishing time for his employees.

## ALTERATION OF STARTING TIMES.

- 8. (a) Except for shift workers, where an employer desires to vary or change the starting time of an employee or employees, he shall give one week's notice of such variation or change to the employee or employees concerned and in the case of a group of employees post a notice of the intended change at the depot or yard. Provided that where it is necessary to transfer a day worker to replace a shift worker who fails to report for duty or who for any reason is unable to continue his duties this sub-clause shall not apply, but the position shall be deemed to be covered by sub-clause b) hereof.
- (b) Change of shift: Forty-eight hours' notice of any change of shift shall be given to an employee in default of which overtime rates shall be paid for work done outside the ordinary shift hours within forty-eight hours of the time he is notified of the change.

## SHIFT WORK.

- 9. (a) The ordinary hours for shift workers shall not exceed 40 per week provided that where it is necessary a maximum of up to 48 hours may be worked in any one week provided further that over any two consecutive weeks the average hours of work shall not exceed 40. No shift shall exceed 8 hours in length.
- (b) Where employees are engaged regularly on shift work the rate of wage herein prescribed shall be increased as follows :—
  - (i) For ordinary shift hours on Mondays to Fridays inclusive—10 per cent.
  - (ii) For ordinary shift hours between midnight on Friday and midnight on Saturday—25 per cent.
  - (iii) For ordinary shift hours worked between midnight on Saturday and midnight on Sunday—50 per cent. Provided that all overtime after ordinary shift hours on such days shall be paid for at the rate of double time. Provided further that each shift shall be paid for at the rate applicable to the day on which the major portion of the shift is worked.
- (c) All shifts of more than four hours shall include a paid crib time of not less than 30 minutes to be taken at a time convenient to the work in hand. Provided that no employee shall be called upon to work a greater period than five hours without a crib time.
- (d) All work performed by an employee on his rostered days off shall be paid for at the rate of double time.

**PART V.—(continued).**

(This Part applies only to persons employed in connexion with the distribution of petrol and petroleum products.)

**MEAL MONEY.**

10. (a) Any employee called upon to work more than one and a half hour's overtime after his usual finishing time shall be paid 2s. 6d. meal money.

(b) Any employee who is called upon to work more than nine and a half hours on a Saturday, Sunday or public holiday, shall be paid the meal money above prescribed.

**MEAL BREAK.**

11. (a) Except in the case of shift workers, one hour on Monday to Friday inclusive shall be allowed for a meal between noon and 2 p.m. provided that by agreement in writing between an employer and the union the meal break may be shortened.

(b) If on instructions from his employer an employee is unable to have a full meal break between noon and 2 p.m. he shall be paid double time from 1 p.m. until the full meal break is allowed.

**OVERTIME.**

12. (a) All time of duty in excess of and/or outside of the hours prescribed in clauses 6, 7 and 9 of this Part shall be paid at the rate of time and a half for the first three hours on any one day and double time thereafter, such double time to continue until the employee is relieved of duty.

(b) All overtime shall be paid on the weekly rate of wage that the employee is being paid.

(c) Each day's overtime shall stand alone and be paid for in addition to the ordinary weekly or casual wage, as the case may be.

(d) As far as practicable, overtime shall be eliminated, but where necessary, an employer may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with these requirements, provided that such overtime shall not exceed 16 hours in any one week.

(e) An employee recalled to work overtime after leaving his employer's business premises (whether notified before or after leaving the premises) shall be paid a minimum of 4 hours' work at the appropriate rate for each time he is so recalled; provided that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the job he was recalled to perform is completed within a shorter period. This sub-clause shall not apply in cases where it is customary for an employee to return to his employer's premises to perform a specific job outside his ordinary working hours, or where the overtime is continuous (subject to a reasonable meal break) with the completion of commencement of ordinary working time.

(f) When overtime is worked, it shall be so arranged that employees have at least 8 consecutive hours off duty between the work of successive days.

An employee, other than a casual employee, who works so much overtime between the termination of his ordinary work on one day and the commencement of his ordinary work on the next day that he has not at least 8 consecutive hours off duty between those times shall, subject to this sub-clause, be released after completion of such overtime until he has had 8 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

If on the instructions of his employer such employee resumes or continues work without having had such 8 consecutive hours off duty he shall be paid at double rates until he is released from duty for such period and he shall then be entitled to be absent until he has had 8 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

**PUBLIC HOLIDAYS.**

13. (a) The following days shall be observed as holidays and all employees shall be granted such holidays without any loss of pay :—

New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Labour Day (or the day observed as such), Anzac Day, King's Birthday, Christmas Day, Boxing Day, and any other day specially proclaimed for a national occasion.

(b) Melbourne Cup Day shall be an additional holiday within a radius of 25 miles of the G.P.O. Melbourne, elsewhere in Victoria an additional day to be mutually agreed between each employer and his employees.

(c) Any employee called upon to work on any of the holidays abovementioned shall be notified the day before and in addition to his weekly wage shall be paid at ordinary rates for all time worked (except on Good Friday and Christmas Day, when the additional rate shall be time and a half) with a minimum payment as for four hours. Provided that if an employee is required to work on a holiday during hours which if this day were not a holiday would be outside the range of ordinary working time as mentioned in clauses 6, 7 and 9 of this Part his hourly rate for such work shall be double time and a half on Christmas Day and Good Friday and double time on all other holidays.

Provided further that the double time and a half and double time hereinbefore referred to in the case of shift workers shall be deemed to include all shift premiums prescribed by clause 9 of this Part.

(d) Casual employees called upon to work on any of the holidays abovementioned shall be paid at double rates for the full day plus 5s. additional, provided that for work done on Christmas Day and Good Friday the rates shall be double and a half times ordinary rates plus 5s. additional.

(e) Any employee notified to attend for work on a holiday and not so worked shall be paid at holiday rates for four hours.

**SUNDAY WORK.**

14. All time worked on Sunday, other than by shift workers, shall stand alone and shall be paid for at the rate of double time with a minimum of four hours.

**SATURDAY WORK.**

15. All time worked on Saturday, other than by shift workers, shall stand alone and shall be paid for at the rate of time and a half for the first three hours and double time thereafter with a minimum of four hours.

**ANNUAL LEAVE.**

16. (a) Except as hereinafter provided all weekly employees, after each twelve months' service with an employer, shall be granted two weeks' annual leave on full pay provided that an extra week's annual leave shall be given to all employees working rostered shifts necessitating regular rostered Sunday or holiday work, with a proportionate adjustment to any employee who does not complete twelve months of such service.

(b) An employee whose services are terminated for any cause whatsoever or who leaves his employment in any qualifying period for annual leave shall be granted one-twenty-fifth of his ordinary wages earned during that period or in the case of a shift worker three-forty-ninths of his ordinary wages earned during that period.

(c) Annual leave shall be granted within six months of becoming due.

(d) An employee before going on annual leave shall be paid therefor at the rate at which he was ordinarily employed prior to the commencement of his leave.

(e) Fourteen days' notice shall be given of the commencement of annual leave.

(f) Payment shall not in any circumstances be made in lieu of annual leave.

(g) It shall be an offence for any employee who is on leave to accept other employment during the period of leave, and it shall also be an offence for any employer to knowingly engage a worker who is on annual leave.

## PART V.—(continued.)

(This Part applies only to persons employed in connexion with the distribution of petrol and petroleum products.)

(h) Subject to this sub-clause the annual leave prescribed by this clause shall be exclusive of any of the holidays prescribed by clause 13 of this Part and if any such holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day there shall be added to the period of annual leave time equivalent to the ordinary time which the employee would have worked if such day had not been a holiday.

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

## TRAVELLING ALLOWANCE.

17. (a) Where an employer transfers an employee from his usual place of employment to another place of employment he shall pay all fares and expenses incurred in going to and from such place.

(b) Where an employee is required by his employer to travel as a passenger by any conveyance, he shall whilst so travelling be paid at ordinary rates up to a maximum of twelve hours out of every twenty-four of such travelling except on Sundays or holidays when payment shall be at the rate of time and a half, provided that when a sleeping berth is provided by the employer for all night travel, the maximum travelling time to be paid shall be eight hours out of every twenty-four.

(c) Employees whose work necessitates their absence from home overnight shall be paid all expenses reasonably incurred by such absence, with a minimum payment of 15s. per night provided that where an employee travels by boat or other conveyance in which his ticket includes meals and bed he shall not be entitled to the said allowance.

(d) Where an employee is transferred temporarily to work at a place which requires him to travel daily a greater distance from his home than the distance to his usual place of employment, he shall be paid any additional fares and additional travelling time so incurred for a period not exceeding one month.

## UNIFORMS.

18. Where an employer requires a special uniform to be worn by employees while on duty, such uniform shall be supplied by the employer free of charge to the employee.

## AMENITIES.

19. The following amenities shall be provided by the employer:—

(a) Wash hand basins.

(b) Where 10 or more employees covered by this Part are employed, hot and cold showers and an adequate dressing room with individual clothing lockers.

## GEAR AND EQUIPMENT TO BE PROVIDED.

20. All necessary gear and equipment shall be provided by the employer.

## HEAVY ARTICLES.

21. No employee shall be permitted to lift or carry without proper appliances, goods or material of any kind exceeding 150 lbs. in weight unless an assistant is provided.

## UNAUTHORIZED PERSONS ON VEHICLES.

22. An employee shall not permit any unauthorized person or persons to accompany him on his vehicle or permit any such person or persons to assist him in the delivery of goods, wares, merchandise or material unless such person or persons have been engaged as an employee or is the owner of such goods, wares or merchandise or material or is the agent of such owner.

## TIME AND WAGES RECORD.

23. (a) Each employer shall keep records at the depot or yard where the employee usually commences work or in a place easily accessible to both the employer and the employee.

(b) Such records shall show the name of each employee, the time he starts and finishes work each day, the number of hours worked by him and the wages and overtime paid.

(c) Such records shall on demand be produced by the employer for inspection by any officials (not more than three in number at the one time) of the Union duly authorized in writing by the president and secretary of the local branch or sub-branch of the Union, at the place where the records are kept between the hours of 10 a.m. and noon and 2 p.m. and 4 p.m. on any day between the 1st and 27th inclusive in each calendar month except on pay day or the day before.

(d) An employer may at his option provide a mechanical clock for the purpose of such record.

(e) The employer and employee shall be severally responsible for the proper compilation of such time record daily.

## PAYMENT OF WAGES.

24. (a) Wages shall be paid on the usual pay day of the employer provided that in the case of weekly employees two days' wages may be kept in hand.

(b) Payment of wages shall be made within ten minutes of the time on which the employee ceases duty and if it is delayed beyond that time through any fault or delay of the employer, or because of the place at which the employee has to cease work, the employee shall be paid for the time of delay in excess of 10 minutes at the rate of time and a half.

(c) Casual hands shall be paid at the time of their services being dispensed with and at the place where the work has been performed.

(d) Should any employee leave or be dismissed after due notice during the course of a week, all wages shall be paid to him forthwith upon the expiration of such notice and in default thereof, the employer shall pay such employee a full day's wages for each and every day or part thereof whilst such default continues.

## RIGHT OF ENTRY.

25. For the purpose of interviewing employees on legitimate union business, a duly accredited Union representative shall have the right to enter an employer's premises during the mid-day meal break before the commencement and after the cessation of work each day.

Provided that where certain employees are working under a system of shift work which precludes a representative from interviewing them during the mid-day meal break the representative shall have the right to enter the employer's premises for the purpose of interviewing such employees at such time and under such conditions as may be mutually arranged by the representative and the employer.

## UNION DELEGATE.

26. An employee appointed as union delegate in a depot or garage shall upon notification thereof to the employer by the branch or sub-branch secretary of the union, be recognized as the accredited representative of the union and shall be allowed the necessary time during working hours to interview the employer or his representative on matters affecting employees in the depot or yard.

**PART V.—(continued.)**

(This Part applies only to persons employed in connexion with the distribution of petrol and petroleum products.)

**NOTICE BOARDS.**

27. The employer shall permit a notice board to be erected in his depot or yard, for the purpose of posting any notices thereon in connexion with the meetings or other business of the union; such notice board shall be in a prominent position. All such notices shall be signed by a Union officer or the accredited Union delegate.

**DETERMINATION TO BE EXHIBITED.**

28. A copy of this Determination shall be posted and kept posted in a prominent position in an accessible place in each depot or yard.

**NO REDUCTIONS IN WAGES.**

29. Nothing in this Part shall in itself operate to reduce the rate for any classification in existence at the commencing date of this Determination.

**EXISTING CUSTOMS.**

30. Existing customs and conditions not inconsistent with this Part shall continue.

**DEFINITIONS.**

31. Unless a contrary intention appears, expressions used in this Part shall have meanings as follows:—

- (a) "Motor waggon driver" means any employee engaged to drive or control any type of delivery vehicle specified in this Part irrespective of his other duties. This definition shall not exclude other duties ordinarily performed by a driver.
- (b) "Assistant driver" means any employee who regularly accompanies a driver to assist him in driving, unloading and/or delivery, but shall not include an employee temporarily accompanying a driver to assist him only in unloading and/or delivery.
- (c) "Aerodrome attendant" means an employee employed in driving an aviation refuelling unit on an aerodrome and operating the unit to deliver aviation gasoline, lubricating oil and/or other aviation products to aircraft or aircraft depots.
- (d) "Assistant aerodrome attendant" means any person other than a driver who is employed in or in connexion with refuelling of aircraft.
- (e) "Launchmaster" means the employee in charge of the crew of an aircraft refuelling launch, responsible for the observance by the crew of the company's aircraft refuelling regulations and the maintenance of the launch.
- (f) "Industrial truck, yard truck or tow motor driver" means an employee driving a vehicle in or around an employer's premises.
- (g) "Official" means any person authorized in writing by the president and secretary of the local branch or sub-branch of the union.
- (h) "Articulated vehicle" means a vehicle with three or more axles comprising a power unit (called tractor truck, prime mover), and semi-trailer which is superimposed on the power unit revolving on a turn-table; and is an articulated vehicle whether automatically detachable or permanently coupled.
- (i) "Utility vehicle" means a truck or van with a carrying capacity of less than 1 ton used mainly for purposes other than delivery of products usually marketed by the employers.
- (j) "Shift work" means work extending for at least two weeks, and performed either in daily recurrent periods wholly or partly between the hours of 5.30 p.m. and 7 a.m. or in regular rotating periods.

**PERIODICAL ADJUSTMENT OF WAGES.**

32. The wages rates set out in clause 1 of this Part are based upon the following basic wage, and, pursuant to the provisions of Section 21 of the *Factories and Shops Act 1934*, shall be automatically adjusted by the same amount, and at the same time as such basic wage as prescribed in clause 33 of this Part.

**Basic Wage.**

Place.	Basic Wage (Adjustable).	Index Number Set Assigned.
Throughout the State .. .. .	£ s. d. 8 16 0	Six Capital Cities (Weighted Average)

**ADJUSTMENT OF BASIC WAGE.**

33. (a) For the purposes of this Determination, the expression "Commonwealth Statisticians '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 August, 1951, the amount of the basic wage shall be as prescribed in clause 31.

(c) During each future successive period beginning with the first pay period to commence in an August, a November, a February, or a May, 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, 1st May, 1951.

