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**DETERMINATION OF THE RADIO ANNOUNCERS BOARD.**

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**NOTE.**

Notices of appeal to the Industrial Appeals Court have been lodged against certain parts of the Determination.

Section 22 (2), Act 4874, provides that, when an appeal is made in accordance with that Act, the parts of the Determination appealed against shall not come into operation until the appeal has been dealt with by the Court.

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## PAYMENT FOR WORK DONE ON SUNDAYS AND HOLIDAYS.

6. (a) All work performed on Sundays and holidays shall be paid for at the rate of time and one-half with a minimum payment as for four hours' work.

(b) All time worked in excess of the rostered hours in any one shift on a Sunday or on a holiday shall be paid for at double ordinary time except where such excess time is worked by arrangement between the employee concerned with the consent of the officer in charge of the station.

(c) For the purpose of this Determination the following days shall be deemed to be public holidays, namely, the days observed as New Year's Day, Australia Day, Labour Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Christmas Day and Boxing Day.

## EXTRA RATES NOT CUMULATIVE.

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

## TERMS OF ENGAGEMENT.

8. (a) All employees shall be engaged by the week unless a longer period of engagement be agreed to between the parties. Any employee not specifically engaged as a casual 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. A longer period of notice of termination of employment may be agreed to between the parties. 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 the wages shall be paid up to the time of dismissal only or to deduct payment for any day the employee cannot be usefully employed because of any strike or through any breakdown of machinery or any stoppage of work by any cause for which the employer cannot be reasonably held responsible.

## ANNUAL LEAVE.

9. (a) An employer shall allow to a weekly employee annual leave with pay, as hereinafter specified, after a period of twelve months' continuous service (less the period of annual leave) with such employer.

(b) (i) Except as otherwise provided the period of annual leave shall be twenty-one consecutive days, and payment in respect thereof shall be equivalent to the amount of the ordinary wages which, but for the annual leave, would have been payable to the employee for the working days included in such period.

(ii) If during an employee's period of annual leave any holiday to which he is entitled under the provisions of this Determination is observed on a working day, such period of annual leave shall be extended by one working day for each such holiday. In the case of an employee who resumes work at his ordinary starting time on the working day immediately following completion of his annual leave and remains at work thereafter for a number of working days equivalent to the days of such extension, payment in respect of the period of annual leave shall be equivalent to the amount of the ordinary wages which, but for the annual leave, would have been payable to the employee for all the working days (other than holidays) included in such period; but in the case of an employee who, without reasonable cause (proof whereof shall be upon him) fails to resume work or to remain at work as aforesaid, payment for the annual leave period shall be equivalent to the amount of the ordinary wages which, but for the annual leave, would have been payable to him for the working days (other than holidays) included in the first twenty-one days of the annual leave period.

(c) At least seven days' notice shall be given to an employee as to when he is to commence his annual leave.

(d) Annual leave shall be given, at a time fixed by the employer, within six months of the date when the right thereto accrued.

(e) Annual leave shall be allowed and taken, and except as provided in sub-clause (h) hereof, payment shall not be made or accepted in lieu of annual leave.

(f) An employee shall be paid before commencing annual leave the amount to which he is unconditionally entitled under sub-clause (b) hereof.

(g) An employer may allow annual leave to an employee before the right thereto has accrued due, but in such case a further period of annual leave shall not commence to accrue until after the expiration of the twelve months in respect of which annual leave has been taken before it accrued. Where leave has been so granted in advance 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 shall be entitled to recover from the employee for each month of the qualifying period not served one-twelfth of the amount paid in respect of such annual leave.

(h) If during any twelve months' continuous service an employee lawfully leaves his employment or his employment is terminated by the employer through no fault of the employee and without leave having been granted to him, a right to a proportionate amount of annual leave shall be deemed to have accrued from month to month, and a proportionate payment shall be made to the employee in respect of each month of continuous service.

(i) Pay in respect of annual leave shall be calculated according to the ordinary rate of wages for the occupation in which the employee was ordinarily employed immediately prior to the commencement of leave, or the termination of the employment (as the case may be).

(j) (i) Service shall be deemed to be continuous notwithstanding—

(a) any interruption or determination of the employment by the employer if such interruption or determination has been made with the intention of avoiding obligations hereunder in respect of annual leave.

(b) any absence from work on 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 (proof whereof shall be on the employee).

Provided that in cases of personal sickness or accident or absence with reasonable cause, the employee to be entitled to the benefit of this sub-clause, shall if practicable inform the employer in writing within twenty-four 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; or

(2) any absence of the kind mentioned in paragraphs (j) (a) and (j) (b) hereof

shall be counted as part of such period;

(b) in respect of absences of the kind mentioned in paragraphs (j) (c) and (j) (d) 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 other than a cause stated in paragraphs (j) (a) or (j) (c) hereof, the employer shall within fourteen days of the employee's return to work from such absence give notice in writing (by delivering it to him or posting by pre-paid post to his last recorded place of residence) to the employer if such absence is regarded by the employer, and whether it is so regarded conditionally or unconditionally, as breaking the continuity of the employee's service. In default of such notice as aforesaid the absence shall be deemed not to have broken the continuity of the employee's service;

(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.

(l) where the employer is a successor or assignee or transferee of a business, an employee who was in the employment of the employer's predecessor at the time when he became such successor or assignee or transferee, shall in respect of the period during which he was in the service of the predecessor be deemed to have been in the service of the employer.

## SICK LEAVE.

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

- (i) He shall not be entitled to such leave of absence unless he shall have been in the service of the employer concerned for at least three months immediately prior to such absence.
- (ii) He shall not be entitled to such leave of absence for any period in respect of which he is entitled to workers' compensation.
- (iii) He shall within twenty-four hours of the commencement of such absence inform the employer of his inability to attend at his work, and as far as practicable, state the nature of the illness or injury and the estimated duration of the absence.
- (iv) He shall prove to the satisfaction of the employer that he was unable on account of such illness or injury to attend to his work on the day or days in respect whereof such leave is claimed.
- (v) Except as hereinafter provided, he shall not be entitled in any year (whether during such year in the employ of one or more than one employer) to such leave of absence in excess of 40 hours of working time, nor to payment in excess of 40 hours at ordinary rates.
- (vi) An employee who in any one year of his employment with an employer has not been absent from work for 40 hours of working time on account of his own illness or on account of injury by accident arising out of and in the course of his employment, shall be entitled to the benefits of the provisions of this clause in a subsequent year of his employment with that employer to the extent of the difference between the actual working time so absent due to the aforesaid causes in that year, and the maximum period of 40 hours provided for in this clause: Provided however that sick leave rights so accumulated shall not exceed 120 hours' working time.

(b) For the purpose of paragraph (v) of sub-clause (a) hereof an employer may within one month of the coming into operation of this Determination (in respect of employees in his employ at the date of such coming into operation) or within two weeks of an employee entering his employment (in respect of other employees) require an employee to make a statutory declaration or other written statement as to what leave of absence without deduction of pay he has had from any employer during the then current year, and the employer shall be entitled to rely and act upon such statement.

(c) For the purposes of this clause, an employer may arrange with the Secretary of the local branch of the Union for the recognition of a specified date as the commencing date of each year, and when so arranged such date shall be binding for such purposes on the Union, the employer and his employees. In the absence of any such arrangement, "year" shall mean—

- (i) in the case of an employee in the service of an employer on the date of the coming into operation of this Determination, a year of service commencing on that date; except in the case where the employer has before that date allowed paid sick leave when it shall mean the year of service then current; or
- (ii) in other cases a year of service in the employ of the employer concerned.

## PAYMENT OF WAGES.

11. Both weekly and casual employees shall be paid weekly and not later than 5 p.m. on Friday of each week, provided that wages due to casual employees not so collected shall be available on any day thereafter during ordinary office hours.

## SPECIAL MONETARY ALLOWANCES.

*Travelling.*

12. (a) If an employee is required to travel intra-state or inter-state on his employer's business and is unable to return to home each night, he shall, in addition to his weekly wage, be provided with first-class transport, including a sleeping berth in trains where such accommodation is usually available together with a living allowance of £5 5s. per week of seven days, or if the period be less than one week, at the rate of £1 1s. per day of 24 hours.

*Employees Working Away from Usual Place of Employment.*

(b) An employee who is required to work away from his usual place of employment shall be reimbursed for reasonable out-of-pocket expenses from meals and fares, if any, and if he is not returned either to his place of employment or his home by midnight on the same day of his departure, shall also be provided by his employer with first-class accommodation and meals or paid expenses in lieu thereof at the rate of £1 1s. per day of 24 hours.

*Detention at Place of Employment.*

(c) If an employee is detained at the place of employment by the employer or his representative, after midnight, and if so detained until too late to travel by the last tram, train or vehicle to his or her home, the employer shall provide proper conveyance for the employee so detained, if a female, to her home, or if a male, to his home if such home is more than one mile from the place of employment.

## NOTICE BOARD.

13. The employer shall allow the Actors and Announcers Equity Association of Australia to display at the employer's premises formal Association notices signed or counter-signed by accredited Association representatives. Any notice posted on such board not so signed or countersigned may be removed by an accredited Association representative or by the employer.

## TIME AND WAGES RECORDS INSPECTIONS.

14. (a) The employer shall keep records showing the name of each employee and his occupation, the hours worked each day and the wages and allowances provided for under this Determination paid each week. Such records shall be retained by the employer and kept in good condition and unaltered for at least twelve months from the time in which any entry therein was made.

(b) The time occupied by an employee in filling in or making of such records shall be treated as time of duty, but this does not apply to checking in or out at the beginning or ending of duty.

(c) The time and wages record with all entries therein shall be produced, on demand, by the employer for inspection at the place where they are kept, at any time between the hours of 10 a.m. and 1 p.m. during any day except pay day to an official of the Actors and Announcers Equity Association of Australia who has been authorized in writing to inspect such records by the General Secretary or State Secretary of the said Association.

(d) One clear day's notice shall be given to the employer of any intended inspection.

(e) No authority to inspect such records shall be given by the said Association unless the General Secretary or State Secretary has good reason to suspect that a breach of the Determination has been committed by the employer whose time and wages records are to be inspected. Provided that only one demand for such inspection shall be made in one fortnight at the same premises.

## RIGHT OF ENTRY OF ASSOCIATION OFFICIALS.

15. For the purpose of interviewing employees on legitimate Association business a duly accredited representative of the Actors and Announcers Equity Association of Australia shall have the right to enter employers' premises wherein members of such Association or persons in the same calling as such members are engaged on the following conditions:—

- (i) That he produce his authority to the manager or such other person as may be appointed by the employer for that purpose.

- (ii) That not more than one representative of the said Association be on the premises at any one time.
- (iii) That not more than one representative be permitted to visit the premises more than once a week.
- (iv) That if any employer alleges that a representative is unduly interfering with his work or is creating dissatisfaction amongst his employees or is offensive in his methods or is committing a breach of any of the previous conditions herein, such employer may refuse the right of entry.
- (v) A person shall be the duly accredited representative of the Association if he is the holder for the time being of a certificate which has not been cancelled or revoked, signed by the General Secretary or a State Secretary, and bearing the seal of the Association and bearing the signature of the holder. The certificate shall be in the following form or in a form not materially different therefrom :—

*Actors and Announcers Equity Association of Australia.*

This is to certify that..... whose signature appears hereunder is a duly accredited representative of the above-named Association for all purposes of the Radio Announcers Determination.

.....Secretary

Date.....

Seal of Association :

Signature of holder of certificate :

PERIODICAL ADJUSTMENT OF WAGES.

16. The wages rates for adult males set out in clause 2 are based upon the following basic wage, and, pursuant to and in accordance with the provisions of section 21 of the *Factories and Shops Act 1934*, the Board hereby determines that such rates shall be automatically adjusted by the same amount and at the same time as such basic wage as prescribed in clause 17.

*Basic Wage.*

Place.	Basic Wage (Adjustable).	Index Number Set Assigned.
	£ s. d.	
Within 25 miles of G.P.O., Melbourne, 10 miles of G.P.O., Geelong .. ..	11 8 0	Melbourne
Elsewhere—3s. less than the contemporaneous basic wage for Melbourne		

ADJUSTMENT OF BASIC WAGE.

17. (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 members in any document purporting, and not proved to be wrongly so purporting, to be printed by the Commonwealth Government Printer or to be signed by or on behalf of the Commonwealth Statistician.

(b) Until the beginning of the first pay period to commence in February, 1953, the amount of the basic wage shall be as prescribed in clause 16.

(c) During each future successive period beginning with the first pay period to commence in a February, a May, an August, or a November, the amount of the basic wage shall be adjusted by the following method, namely, by multiplying the last published Commonwealth Statistician's "all items" retail price index number by the factor .103 taken to one place of decimals, the resultant whole number being the amount of the basic wage expressed in shillings, but should the decimal number reach .5 or more the basic wage shall be taken to the next higher shilling.

(d) The wages rates for adult females are based on a basic wage being 75 per cent. of the basic wage for adult males calculated to the nearest 1s., half or less than half of 1s. to be disregarded. The wages rates for adult females shall be adjusted by increasing or decreasing such rates by the amount of the difference from time to time in the said basic wage for females.

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

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

J. W. RYAN, Secretary.

Melbourne, 25th November, 1952.