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Labour and Industry Acts.

DETERMINATION OF THE HOSPITAL NURSES' BOARD.

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

IN accordance with the provisions of the Labour and Industry Acts, the Wages Board appointed "to determine the lowest prices or rates which may be paid to any person or persons or classes of persons employed as:—

- (a) certificated nurses in public, private, intermediate, or community hospitals or in benevolent or in convalescent homes;
- (b) nurses in training in hospitals recognized as training schools by the Nurses Registration Board of Victoria;
- (c) registered infant welfare nurses engaged in infant welfare work or in work requiring an infant welfare certificate, and who are employed—
 - (i) by any municipality or industrial or commercial corporation; or
 - (ii) in any—
 - infant welfare training school,
 - mothercraft training school,
 - babies' home,
 - pre-school centre (including any crèche, nursery school, kindergarten, or play group).
- (d) certificated nurses engaged in connexion with any industrial or commercial undertaking;
- (e) certificated nurses employed in his practice by a qualified medical practitioner or dentist, or employed by any medical, dental, or nursing society, association, clinic or service."

has made the following Determination, namely:—

That as from the beginning of the first pay period to commence in May, 1956, the last previous Determination of this Board shall be revoked and replaced by this Determination.

PART I.

NOTE.—This part applies to—

- (a) Certificated nurses in public, private, intermediate, or community hospitals, or in benevolent or convalescent homes;
- (b) Nurses in training in hospitals recognized as training schools by the Nurses Registration Board of Victoria.

WAGES.

1. An employee for whom the employer makes available board and lodging shall be provided with laundry, free of charge, but from the wages hereinafter prescribed, a sum of 61s. 4d. per week for male nurses and 54s. 9d. per week for female nurses and trainees may be deducted in respect of such board and lodging, notwithstanding that such employee may decide not to avail himself or herself of such accommodation.

An employee for whom the employer does not make available board and lodging shall receive in addition to the wages hereinafter prescribed, an allowance at the rate of 20s. per week, and shall be entitled also to one meal per day to be provided by the employer.

TRAINEES.

Females.

MIDWIFERY TRAINEES.				OTHER TRAINEES.			
		Per Week.				Per Week.	
		£	s. d.			£	s. d.
1st year ..	..	6	3 6	1st year ..	..	6	3 6
2nd year ..	..			2nd year ..	..	6	11 0
and thereafter ..	..	6	17 0	and thereafter ..	..	7	4 0

Provided that if a female person who has obtained a nurse's certificate elects to enter into further training for the purpose of obtaining a midwifery certificate, the wage to be paid for such further training shall be at the rate of £12 19s. 3d. per week.

Males.

	Per Week.
	£ s. d.
1st year	7 10 6
2nd year	8 14 0
and thereafter	9 16 0

Provided that a trainee on reaching the age of 21 years shall be paid at the rate of £13 15s. per week.

Provided further that if a male person who has obtained a nurse's certificate elects to enter into further training for the purpose of obtaining another certificate the wages to be paid for such further training shall be at the rate of £9 16s. per week if under the age of 21 years and £15 8s. per week if 21 years of age or over.

Proportion.

The proportion of trainees in a training hospital approved by the Nurses' Registration Board of Victoria to certificated nurses shall be not more than six trainees to each certificated nurse exclusive of the matron.

*OTHER EMPLOYEES.**Matrons.*

(i) Subject to sub-clause (ii) hereof the wages payable to Matrons (other than those employed in benevolent homes) shall be based on the daily average occupied beds in a public hospital or the registered number of beds in any other institution as follows:—

	Per Week.
	£ s. d.
Under 10 beds	17 6 9
From 10 to 19 beds	17 11 9
From 20 to 39 beds	17 16 9
From 40 to 65 beds	18 4 3
From 66 to 100 beds	18 14 3
From 101 to 150 beds	19 4 3
From 151 to 200 beds	19 14 3
From 201 to 250 beds	20 4 3
From 251 to 300 beds	20 14 3
Over 300 beds	21 4 3

Provided that the wages of any Matron in a Hospital Registered as a Training School or a part-time Training School shall not be less than £17 16s. 9d. per week.

(ii) Any Matron in a Hospital in which there is no Resident Medical Officer and which hospital is registered as a training school or a part time training school shall, in addition to the wages prescribed in sub-clause (i) hereof, receive an allowance at the rate of £52 per annum.

(iii) Wages payable to Matrons employed in benevolent homes shall be based on the daily average occupied number of beds as follows:—

	Per Week.
	£ s. d.
100 beds or under	17 14 3
From 101 to 200 beds	18 4 3
From 201 to 300 beds	18 14 3
From 301 to 450 beds	19 4 3
Over 450 beds	19 14 3

Deputy or Assistant Matrons.

(i) Wages payable to deputy or assistant Matrons (other than those employed in benevolent homes) shall be based on the daily average occupied beds in a public hospital or the registered number of beds in any other institution as follows:—

	Per Week.
	£ s. d.
From 101 to 150 beds	16 14 3
From 151 to 200 beds	17 4 3
From 201 to 250 beds	17 14 3
Over 250 beds	18 4 3

(ii) Wages payable to deputy or assistant Matrons employed in benevolent homes shall be based on the daily occupied average number of beds as follows:—

	Per Week.
	£ s. d.
From 201 to 300 beds	16 9 3
From 301 to 450 beds	16 14 3
Over 450 beds	16 19 3

Certificated Midwifery Nurses.

	Per Week.
	£ s. d.
Certificated Midwifery Nurses	12 16 3

Employees not Elsewhere Provided for in Part I.

The wages of the following employees shall vary according to their length of service in the institution at which they are employed at the class of work mentioned, provided that a nurse with not less than an aggregate of three years' experience at such class, who then commences work in another institution, shall for the first twelve months' service in such institution, be paid not less than the rate herein provided in Column C. and thereafter not less than the rate herein in Column D.

	COLUMN A. During the First Year.	COLUMN B. During the Second Year.	COLUMN C. During the Third Year.	COLUMN D. Thereafter.
	Per Week. £ s. d.	Per Week. £ s. d.	Per Week. £ s. d.	Per Week. £ s. d.
<i>Females.</i>				
Nurse Dietitian in Charge holding a certificate recognized by the Royal Victorian College of Nursing	15 19 3	16 4 3	16 9 3	16 14 3
Assistant Dietitians holding certificates recognized by the Royal Victorian College of Nursing	14 19 3	15 4 3	15 9 3	15 14 3
Senior Tutor Sister (which includes a Tutor Sister where only one is employed)	15 19 3	16 4 3	16 9 3	16 14 3
Tutor Sisters other than senior tutor sister	14 14 3	14 19 3	15 4 3	15 9 3
Night Sister in charge of 20 beds or more	14 19 3	15 4 3	15 9 3	15 14 3
Other Night Sister in charge	14 14 3	14 19 3	15 4 3	15 9 3
X-ray Sister who is a registered technician	14 19 3	15 4 3	15 9 3	15 14 3
Sisters	14 14 3	14 19 3	15 4 3	15 9 3
Staff Nurses	12 19 3	13 9 3	13 14 3	13 19 3
<i>Males.</i>				
Male Nurses	17 1 0	17 11 0	18 2 0	18 7 0

ALLOWANCES.

2. (a) Any employee, except a Matron, deputy or assistant Matron, who is required to hold more than one certificate in connexion with his or her duties shall receive a sum of 15s. per week for each certificate required to be used in addition to the appropriate wage rate provided in clause 1.

(b) Any employee at call shall receive an allowance at the rate of 5s. per week for the time at call in addition to any other rate in this Determination to which he or she may be entitled.

(c) Any employee whose duties require him or her to travel shall be paid first-class fares and all reasonable out-of-pocket expenses.

(d) Any registered nurse engaged for a distant position where a definite period of engagement is not stated shall, after six months' continuous service in same, receive a refund of first-class railway, coach, or steamer fares and reasonable out-of-pocket expenses incurred within the State of Victoria in reaching such position.

(e) Any registered nurse engaged for a distant position for a definite period shall, when he or she completes the term of his or her engagement, receive first-class railway, coach, or steamer return fares and reasonable out-of-pocket expenses incurred in travelling within the State of Victoria.

HOURS FOR AN ORDINARY WEEK'S WORK.

3. The hours for an ordinary week's work shall be:—

- (i) For an X-ray Sister who is a registered technician not more than eight hours on any one day and not more than five and a half days in any week;
- (ii) For all employees (other than a Sister who is an X-ray technician) 40 hours per week provided that 80 hours may be worked in any two consecutive weeks, and provided further that not more than 48 hours may be worked in any of such weeks without payment of overtime;
- (iii) With the exception of time occupied in having meals (which shall be a period of not less than 30 minutes for each meal), and one additional break if same is required by the Institution, the work of each shift shall be continuous.

OVERTIME.

4. Except in the case of—(i) a Matron in an institution where a Deputy or Assistant Matron is also employed, and (ii) an X-ray Sister who is a registered technician, time and a half shall be paid for all work done in excess of the ordinary hours prescribed in clause 3.

DAY OFF IN EACH WEEK.

5. All employees shall receive at least one clear day off in each week in the case of day-shift employees and one clear night off in each week in the case of night-shift employees.

Provided that during any working period not exceeding three consecutive weeks, the day or night off may, with the approval of the Matron, be allowed to stand over, and be taken at a time mutually agreed upon in any one consecutive period equivalent to one day or night, as the case may be, for each week in the period concerned.

ANNUAL LEAVE.

6. (a) Annual leave with full pay shall be granted to employees on completion of each twelve months' service with an institution as follows:—

Staff nurses and trainees	Three weeks
All other employees	Four weeks

Provided that any employee who leaves or is dismissed for any reason before completing a full qualifying twelve monthly period, shall in lieu of annual leave, receive a pro-rata payment, based on the amount payable for the leave prescribed herein for a full twelve months' continuous service, and the period actually served.

(b) Two week's notice of the date from which an employee shall commence his or her annual leave shall be given unless otherwise mutually agreed upon between the parties concerned.

LONG SERVICE LEAVE.

7. (a) Subject to the provisions set out in sub-clause (b) hereof all male employees after the completion of twenty years' continuous service and all female employees after the completion of fifteen years continuous service, shall be entitled to leave of absence as in the said sub-clause (b).

(b) (i) An employee who has been in the service of the same employer for the period specified in sub-clause (a) hereof shall be entitled to six months' leave of absence on full salary or wage.

(ii) The long service leave to which an employee is entitled shall be given as soon as practicable having regard to the needs of the employer's establishment but the taking of such leave may be postponed to such date as is mutually agreed or, in default of agreement, as is directed by the Industrial Appeals Court.

(iii) When an employee who has been in the service for at least the period prescribed in sub-clause (a) hereof resigns or is retired and has not received long service leave due to him under this clause, such employee shall be entitled to a retiring gratuity from the employer equivalent to the salary or wage for the period of leave to which the employee would have been entitled under sub-clause (b) (i) hereof plus a *pro rata* amount for all service in excess of twenty years for males and fifteen years for females provided that such resignation or retirement is not due to serious and wilful misconduct.

(iv) Upon the death from any cause of an employee, who, at the date of death was eligible for the grant of long service leave, the Board shall pay to the legal representative of the deceased employee the amount that the employee would have been entitled to receive had he retired immediately prior to the date of his death.

(c) In the case of an employee who has completed at least ten years' service but less than twenty years in the case of a male employee and at least ten years' service but less than fifteen years in the case of a female employee with his or her employer and whose employment is terminated—

(i) by the employer for any cause other than serious and wilful misconduct;

(ii) by the employee on account of illness incapacity or domestic or any other pressing necessity where such illness incapacity or necessity is of such nature as to justify such termination;

such amount of long service leave as equals one-eightieth of the period of continuous employment.

(d) For the purposes of this clause the following definitions shall apply:—

"Service" shall mean service calculated as from the date of entering employment with the hospital, benevolent or convalescent home (hereinafter called the employer) whether or not such hospital, benevolent or convalescent home has been transmitted from one employer to another during the period of such employment as an employee and shall include all periods during which an employee was serving in Her Majesty's Forces or was made available by the employer for national duty or for other periods of absence approved by the employer.

"Salary or Wage" shall mean the employee's salary or wage (exclusive of overtime or other allowance) at the time leave is taken, or immediately prior to the employee leaving the service or death of the employee (as the case may be).

"Board" shall mean the Board or Controlling Authority of the Hospital, Benevolent or Convalescent Home in which the employee is employed.

Words importing the masculine gender only shall include the feminine gender.

Word importing the singular number only shall include the plural number and vice versa.

SICK LEAVE.

8. (a) In the event of an employee becoming sick and certified as such by the Medical Superintendent, or in an institution where there is no Medical Superintendent by a qualified Medical Practitioner approved by the institution, he or she shall be entitled to sick leave on full pay as follows:—

- (i) During the first year of service in an institution—one day for each month of service.
- (ii) During the second, third, and fourth years of service in an institution—two weeks in each year.
- (iii) Thereafter—three weeks in each year.

(b) If the full period of sick leave as prescribed in sub-clause (a) hereof is not taken in any year, such portion as is not taken shall be cumulative from year to year.

For the purposes of this sub-clause service prior to the 1st May, 1949, shall be disregarded, provided that any accumulated sick leave, not exceeding nine weeks, standing to the credit of the employee on the 1st May, 1952, shall not be reduced by virtue of the provisions of this clause.

No employer shall terminate the services of an employee during the currency of any period of sick leave with the object of avoiding his obligations under this sub-clause.

(c) (i) An employee who contracts an infectious disease in the course of his or her duties and is entitled to receive workers' compensation therefor, he or she shall have any difference between workers' compensation and his or her ordinary wages made up by the institution up to but not exceeding a period of three months.

(ii) An employee who contracts an infectious disease in the course of his or her duties, and same having been certified to by the Medical Superintendent or by a Medical Practitioner approved by the institution, and who is not entitled to workers' compensation shall receive full pay during the necessary period off duty up to but not exceeding a period of three months.

(iii) Sick pay granted under sub-clause (i) and (ii) hereof shall not be debited against any sick leave credit which the employee may have under sub-clauses (a) and (b) hereof.

MINIMUM PAYMENT FOR WORK DONE IN ANY WEEK.

9. (a) An employee who is willing and available to work a full week shall if employed for less than twenty hours in any week receive a minimum of half a full week's ordinary wage for the class of work done, but if employed for twenty hours or over such person shall receive a minimum of a full ordinary week's wage for the class of work done.

(b) An employee who is not willing and available to work a full week shall be paid *pro rata* according to the hours actually worked for the class of work done.

MIXED DUTIES.

10. Any employee called upon to temporarily perform duties for which a higher wage is prescribed by this Determination shall receive such higher wage whilst so employed.

TIME AND WAGE RECORDS.

11. (a) A time book or other record shall be kept at each Institution by the employer.

(b) The time book or record shall be correctly entered up in ink daily by each employee setting out the hours worked and submitted each fortnight to the Matron, who in turn shall submit such time book or record, together with that of her own, to the Secretary or other responsible officer of the Institution.

PROPORTION OF NURSES TO PATIENTS.

12. (The provisions of this Clause shall not operate so far as employees at benevolent homes or at the Melbourne Convalescent Home for Men, Cheltenham, and the Melbourne Convalescent Home for Women, Clayton are concerned.)—The proportion of nurses to patients in private intermediate or community hospitals shall be as provided in the Regulations relating to Private Hospitals under the *Health Act 1928* (No. 3697) but in all other places the proportion on duty shall be as follows:—

- (a) *Day Shift*.—One nurse to each ten or fraction of ten patients.
- (b) *Night Shift*.—One nurse to each fifteen or fraction of fifteen patients.

PROVISION OF ACCOMMODATION AND OTHER NECESSARY REQUIREMENTS.

13. (a) Suitable healthy accommodation shall be provided for employees. Wherever possible, single bedrooms shall be provided. Separate beds shall be provided for each employee and in no case shall more than two employees be required to occupy the same bedroom. Separate accommodation distinct from that provided for day staff shall be provided for employees on night duty.

(b) Adequate supplies of rubber gloves and all necessary safety appliances shall be kept and maintained at each institution and provided free of cost to employees for use as required.

(c) Linen, outlery, crockery, and blankets shall be provided by the employer free of cost to the employee.

BREAKAGES.

14. Except in a case of proved carelessness employees shall not be required to pay for any breakages occurring in the ordinary course of their specified duties.

UNIFORMS.

15. (a) On commencing the first year of training a female trainee nurse shall be provided with dresses, aprons, caps, collars, cuffs and cape according to the specific requirements of the individual hospital, and a male trainee nurse shall be provided with the equivalent uniform according to the specific requirements of the individual hospital. Articles so provided remain the property of the hospital and if a trainee nurse leaves the hospital during the first year of training she shall hand in her uniform.

After the first year of training the hospital shall provide such trainee with sufficient material for such uniforms during each subsequent year or part thereof.

(b) Any employee (other than a trainee or a certificated nurse in training) shall be provided from the commencement of his or her service with an institution with necessary caps and also with suitable and sufficient material for the other articles of a uniform. In lieu of the provision of such caps and material the institution may, however, pay such employee an allowance of 3s. 6d. per week.

POSTING DETERMINATION.

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

DEFINITIONS.

17. (a) *Matron*.—A Matron is a trained registered nurse who has charge of the nursing and domestic staff in any of the institution mentioned in the preamble of this Determination.

(b) *Daily Average*.—Daily average means the daily average occupied beds in a Public Hospital or in a Benevolent Home as shown in the latest available return to the Charities Board of Victoria.

(c) *Deputy or Assistant Matron*.—A Deputy or Assistant Matron is a trained registered nurse who relieves the Matron and assists in the administration.

(d) *Sister*.—A Sister is a trained registered nurse with special responsibility (i.e., in charge of a ward, floor, department, nurses' home, or the training of nurses).

(e) *Staff Nurse*.—A Staff Nurse is a trained registered nurse employed in or in connexion with any of the institutions mentioned in the preamble of this Determination.

(f) *Trainee*.—A Trainee is a pupil nurse in a registered training school.

(g) *Night Sister in Charge*.—A Night Sister in Charge means the senior registered nurse on duty at night in a hospital.

(h) *Uniform*.—A Uniform shall consist of such dresses, aprons, and caps as may be required by the institution.

TERMINATION OF EMPLOYMENT.

18. Except where the conduct of an employee justifies instant dismissal, fourteen days' notice of termination of employment shall be given by either employer or employee, or in lieu thereof fourteen days' wages shall be paid or forfeited, as the case may be.

PART II.

NOTE.—Section 1. of this part applies to—

Registered infant welfare nurses engaged in infant welfare work or in work requiring an infant welfare certificate, and who are employed—

(i) by any municipality or industrial or commercial corporation ; or

(ii) in any pre-school centre (including any creche, nursery school, kindergarten, or play group).

Section 2. of this part applies to—

Registered infant welfare nurses engaged in infant welfare work or in work requiring an infant welfare certificate, and who are employed in any—

infant welfare training school,
mothercraft training school, or
babies' home.

SECTION 1.

WAGES.

1. Any employee required to live in shall be provided with laundry, free of charge, but a sum of 54s. 9d. per wee may be deducted from the wages hereinafter provided, for board and lodging.

	Per Week.
	£ s. d.
Sister	16 8 9

ADDITIONAL PAYMENT.

2. Any employee who is required to use in connexion with her duties any certificate or certificates other than—

(a) a general nursing certificate, or

(b) an infant welfare certificate.

shall receive an allowance of 15s. per week for each such other certificate she is required to use.

HOURS OF WORK.

3. The number of hours which shall constitute an ordinary week's work shall be 40.

OVERTIME.

4. Time and a half shall be paid or all work done in excess of 40 hours per week.

CASUAL EMPLOYMENT.

5. A casual employee (i.e., one who is specifically engaged as such) shall be paid time and a half for the first 20 hours in any one week and time and a third thereafter. Provided that nothing in this clause shall operate as regards an employee employed regularly by two or more municipalities. Such an employee may only be employed under the conditions stated in sub-clause (b) of clause 6.

CONTRACT OF EMPLOYMENT.

6. (a) All employees (other than casual employees and employees working under the conditions stated in sub-clause (b) hereof) shall be entitled to receive not less than the ordinary rate provided in this Determination as a wage for an ordinary week's work.

(b) An employee regularly employed by two or more municipalities shall be entitled to receive not less than the ordinary rate provided in clause 1 of this section as a wage for an ordinary week's work, plus an allowance of 15s. for each night she is necessarily absent from her usual place of residence on account of her duties. Such amount of 15s. shall be deemed to include allowances for board and lodging but not to include other travelling expenses.

Unless otherwise specifically agreed upon in writing by all parties concerned the cost of the amount of the wages and allowance stated in this sub-clause shall be equally borne by the municipalities concerned.

ALLOWANCES.

7. (a) All out of pocket expenses reasonably incurred by an employee whose duties necessitate journeys and visits to various parts of the Municipal District shall be paid by the Municipal Authority concerned.

(b) All travelling expenses incurred by an employee regularly employed by two or more Municipal Authorities shall, unless otherwise agreed upon in writing by the parties concerned, be equally divided between, and paid by the municipalities concerned. Cost of meals and lodging shall not in this case be deemed to be expenses.

(c) Where an employee is required to provide, and use her own mode of conveyance in connexion with her duties she shall be paid an allowance as follows :—

	For the First 5,000 Miles in a Financial Year.	Mileage over 5,000 Miles in a Financial Year.
	Per Mile. d.	Per Mile. d.
Motor Cars—		
Over 24 h.p.	11.6	8.1
Over 12 h.p. and up to and including 24 h.p.	10.1	7.4
12 h.p. and under	9.7	7.1
Motor cycles with side cars	4.9	3.6
Motor cycles	4.2	3.1
Bicycles (irrespective of mileage)	1.5	..

The above scale of mileage rates shall be varied as and with the corresponding scale of mileage rates as determined from time to time by the Victorian Public Service Board and published in the *Victorian Government Gazette*.

Should such an employee be employed by more than one municipality and be required by each to use her own mode of conveyance the amount payable as beforementioned shall, unless otherwise agreed upon in writing, be equally divided between, and paid by the municipalities concerned.

(d) A relieving employee engaged for a distant position, whilst travelling to and from the centre where she is to relieve, shall be entitled to first-class return fares, plus the cost of a sleeping berth if necessary. In addition allowances at the rate of 4s. per meal for a maximum of three meals per day shall be payable. Provided that an employee leaving for a position later than 7 a.m. on any day, or returning from a position before 8.30 a.m. on any day, shall not be entitled to a breakfast allowance; and an employee leaving for a position after 6 p.m. on any day, or returning from a position before 7 p.m. on any day, shall not be entitled to a dinner allowance, and unless an employee is travelling between the hours of 12 noon and 2 p.m. inclusive, she shall not be entitled to a lunch allowance.

(e) A relieving employee who is required to work more than 10 miles from the usual place of residence, shall, in addition to any allowance prescribed elsewhere in this Part, receive an allowance at the rate of 40 s. per week.

(f) Any employee engaged for a distant position where a definite term of engagement is not stated, shall, after six months' continuous service in same, receive a refund of first-class railway, coach, or steamer fares, and reasonable out of pocket expenses incurred in travelling within the State of Victoria.

HOLIDAYS.

8. All employees shall, as far as practicable, be entitled to the following holidays without deduction of pay, New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Christmas Day, Boxing Day, and such other day or days as from time to time may be proclaimed throughout the State as public holidays. In addition to the afore-mentioned holidays employees employed within the Metropolitan District shall be entitled to the following additional holidays without deduction of pay, Labour Day, and Melbourne Cup Day.

Provided that any employee who is required to be on duty on any day hereinbefore provided for as a holiday shall be allowed another day off in lieu thereof or shall receive an additional day's pay.

ANNUAL LEAVE.

9. (a) All employees shall be entitled to three weeks' annual leave, without deduction of pay, on completion of each year of service with an employer.

Provided that any employee who leaves or is dismissed for any reason before completing a full qualifying twelve monthly period, shall in lieu of annual leave, receive a *pro rata* payment, based on the amount payable for the leave prescribed herein for a full twelve months' continuous service, and the period actually served.

(b) In addition to the holidays as prescribed by sub-clause (a) hereof in any case where a health centre is not open on the days during the period between Christmas Day and New Year's Day an employee shall be entitled to be absent from such centre on such days without deduction of pay.

SICK LEAVE.

10. (a) In the event of an employee becoming sick and certified as such by the Medical Superintendent, or in an institution where there is no Medical Superintendent by a qualified Medical Practitioner approved by the institution, she shall be entitled to sick leave on full pay as follows:—

(i) During the first year of service in an institution—one day for each month of service.

(ii) During the second, third, and fourth years of service in an institution—two weeks in each year.

(iii) Thereafter—three weeks in each year.

(b) If the full period of sick leave as prescribed in sub-clause (a) hereof is not taken in any year, such portion as is not taken shall be cumulative from year to year.

For the purposes of this sub-clause service prior to the 1st May, 1949, shall be disregarded, provided that any accumulated sick leave, not exceeding nine weeks, standing to the credit of the employee on the 1st May, 1952, shall not be reduced by virtue of the provisions of this clause.

No employer shall terminate the services of an employee during the currency of any period of sick leave with the object of avoiding his obligations under this sub-clause.

(c) (i) An employee who contracts an infectious disease in the course of his or her duties and is entitled to receive workers' compensation therefor, he or she shall have any difference between workers' compensation and his or her ordinary wages made up by the institution up to but not exceeding a period of three months.

(ii) An employee who contracts an infectious disease in the course of his or her duties, and same having been certified to be the Medical Superintendent or by a Medical Practitioner approved by the institution, and who is not entitled to workers' compensation shall receive full pay during the necessary period off duty up to but not exceeding a period of three months.

(iii) Sick pay granted under sub-clause (i) and (ii) hereof shall not be debited against any sick leave credit which the employee may have under sub-clauses (a) and (b) hereof.

UNIFORM ALLOWANCE.

11. An employee shall be paid a uniform allowance at the rate of 3s. 6d. per week and the uniform shall be laundered by the employer free of cost to the employee.

TERMINATION OF EMPLOYMENT.

12. Except where the conduct of an employee justifies instant dismissal, fourteen days' notice of termination of employment shall be given by either employer or employee or in lieu thereof, fourteen days' pay shall be paid or forfeited, as the case may be.

SECTION 2.

WAGES.

1. All employees required to live in shall be provided with laundry, free of charge, but a sum of 54s. 9d. per week may be deducted from the wages hereinafter provided, for board and lodging.

Employees required to live out shall receive an allowance at the rate of 20s. per week, in addition to the wages hereinafter set out, and shall also be entitled to one meal per day to be provided by the employer.

(a) *Employees in Infant Welfare Training Schools only or in Infant Welfare and Mothercraft Training Schools combined.*

	Per Week.
	£ s. d.
Matron	18 8 9
Sister—	
During the first year's service at the Institution	14 19 3
During the second year's service at the Institution	15 4 3
Thereafter at such Institution	15 9 3

Should part of the duties of a sister be to relieve the matron at any time, she shall be entitled in each and every week to receive an additional sum of 5s.

(b) *Employees in Mothercraft Training Schools only.*

	Per Week.
	£ s. d.
Matron	17 18 9
Sister—	
During the first year's service at the Institution	14 19 3
During the second year's service at the Institution	15 4 3
Thereafter at such Institution	15 9 3

Should part of the duties of a sister be to relieve the matron at any time, she shall be entitled in each and every week to receive an additional sum of 5s.

(c) *Employees in Babies' Homes.*

											Per Week.
											£ s. d.
Matron	..	..	..	..	..	..	..	..	..	..	17 4 9
Sister	..	..	..	..	..	..	..	..	..	..	14 19 3

ADDITIONAL PAYMENT.

2. Any employee who is required to use in connexion with her duties any certificate or certificates other than a general nursing certificate shall receive an allowance of 15s. per week for each such other certificate she is required to use.

HOURS OF WORK.

3. (a) The number of hours which shall constitute an ordinary week's work shall be 40, provided that 80 hours may be worked in any two consecutive weeks, and provided further that not more than 48 hours may be worked in any of such weeks without payment of overtime.

(b) With the exception of time occupied in having meals (which shall be a period of not less than 30 minutes for each meal), and one additional break if same is required by the institution, the work of each shift shall be continuous.

OVERTIME.

4. Time and a half shall be paid for all work done in excess of the ordinary hours prescribed in clause 3.

TRAVELLING ALLOWANCE.

5. (a) Any employee whose duties require her to travel shall be paid first-class fares and all reasonable out-of-pocket expenses.

(b) Any employee engaged for a distant position where a definite period of engagement is not stated shall, after six months' continuous service in same, receive a refund of first-class railway, coach, or steamer fares and reasonable out-of-pocket expenses incurred in reaching such position.

(c) Any employee engaged for a distant position for a definite period shall, when she completes the term of her engagement receive first-class railway coach, or steamer return fares and reasonable out-of-pocket expenses incurred in travelling.

DAY OFF IN EACH WEEK.

6. All employees shall receive at least one clear day off in each week in the case of day-shift employees, and one clear night off in each week in the case of night-shift employees.

ANNUAL LEAVE.

7. All employees shall be entitled to four weeks' leave, without deduction of pay, on completion of each year of service with an institution.

Provided that any employee who leaves or is dismissed for any reason before completing a full qualifying twelve monthly period, shall in lieu of annual leave, receive a *pro rata* payment, based on the amount payable for the leave prescribed herein for a full twelve months' continuous service, and the period actually served.

SICK LEAVE.

8. (a) In the event of an employee, becoming sick and certified as such by the Medical Superintendent, or in an institution where there is no Medical Superintendent by a Medical Practitioner approved by the institution, she shall be entitled to sick leave on full pay as follows:—

- (i) During the first year of service in an institution—one day for each month of service.
- (ii) During the second, third, and fourth years of service in an institution—two weeks in each year.
- (iii) Thereafter—three weeks in each year.

(b) If the full period of sick leave as prescribed in sub-clause (a) hereof is not taken in any year, such portion as is not taken shall be cumulative from year to year.

For the purposes of this sub-clause service prior to the 1st May, 1949, shall be disregarded, provided that any accumulated sick leave, not exceeding nine weeks, standing to the credit of the employee on the 1st May, 1952, shall not be reduced by virtue of the provisions of this clause.

No employer shall terminate the services of an employee during the currency of any period of sick leave with the object of avoiding his obligations under this sub-clause.

(c) (i) An employee who contracts an infectious disease in the course of his or her duties and is entitled to receive workers' compensation therefor, he or she shall have any difference between workers' compensation and his or her ordinary wages made up by the institution up to but not exceeding a period of three months.

(ii) An employee who contracts an infectious disease in the course of his or her duties, and same having been certified to by the Medical Superintendent or by a Medical Practitioner approved by the institution, and who is not entitled to workers' compensation shall receive full pay during the necessary period off duty up to but not exceeding a period of three months.

(iii) Sick pay granted under sub-clause (i) and (ii) hereof shall not be debited against any sick leave credit which the employee may have under sub-clauses (a) and (b) hereof.

MINIMUM PAYMENT FOR WORK DONE IN ANY WEEK.

9. An employee who is willing and available for work shall if employed for less than 20 hours in any week receive a minimum of half a full week's ordinary wage for the class of work done, but if she is employed for 20 hours or over she shall receive a minimum of a full ordinary week's wage for the class of work done.

TIME AND WAGE RECORDS.

10. An adequate record of the hours worked by each employee and the wages paid shall be kept by each employer subject to this Determination.

PROVISION OF ACCOMMODATION AND OTHER NECESSARY REQUIREMENTS.

11. (a) Suitable healthy accommodation shall be provided for employees. Wherever possible single bedrooms shall be provided. Separate beds shall be provided for each employee and in no case shall more than two employees be required to occupy the same bedroom. Separate accommodation distinct from that provided for day staff shall be provided for employees on night duty.

(b) Adequate supplies of rubber gloves and all necessary safety appliances shall be kept and maintained at each institution, and provided free of cost to employees for use as required.

(c) Linen, cutlery, crockery, and blankets shall be provided by the employer free of cost to the employee.

BREAKAGES.

12. Except in a case of proved carelessness an employee shall not be required to pay for any breakages occurring in the ordinary course of her specified duties.

UNIFORM ALLOWANCE.

13. An employee shall be provided from the commencement of her service with an institution with necessary caps and also with suitable and sufficient material for the other articles of a uniform. In lieu of the provision of such caps and material the institution may, however, pay such employee an allowance of 3s. 6d. per week.

DEFINITION.

14. A matron is a trained nurse, who in addition holds the certificates necessary for the carrying out of her duties, and has been entrusted with the control and/or superintendence of the nursing and domestic staff of the institution.

TERMINATION OF EMPLOYMENT.

15. Except where the conduct of an employee justifies instant dismissal, fourteen days' notice of termination of employment shall be given by either employer or employee or, in lieu thereof, fourteen days' pay shall be paid or forfeited, as the case may be.

PART III.

NOTE.—This part applies to—

Certificated nurses engaged in connexion with any industrial or commercial undertaking.

WAGES.

								Per Week.
								£ s. d.
During the first year's service ..	..	..	..	..	..	..	..	13 19 3
During the second year's service ..	..	..	..	..	..	..	..	14 4 3
Thereafter ..	..	..	..	..	..	..	..	14 9 3

UNIFORM ALLOWANCE.

2. A nurse shall be paid a uniform allowance at the rate of 3s. 6d. per week. The cost of the laundering of the uniforms shall be borne by the employer.

TRAVELLING ALLOWANCE.

3. Any nurse whose duties require her to travel shall be paid first-class fares and all reasonable out-of-pocket expenses.

TERMS OF EMPLOYMENT.

4. (a) Employment shall be by the week and any nurse willing, ready and available to work shall in respect of each week of her employment be paid the full weekly wage fixed.

(b) Except where the conduct of an employee justifies instant dismissal, one week's notice of termination of employment shall be given either employer or employee, or in lieu thereof, one week's wages shall be paid or forfeited, as the case may be.

OTHER CONDITIONS OF EMPLOYMENT.

5. Nurses shall be entitled to the same conditions as regards—

- (a) Hours of employment,
- (b) Overtime,
- (c) Annual leave,
- (d) Sick leave,
- (e) Shift work,
- (f) Public holidays,
- (g) Special rates for Sundays and holidays,
- (h) Time and Wages Book, and
- (i) Meal breaks,

as those provided by any Award, Determination, or Agreement for the general body or employees in the industry in connexion with which they are employed.

PART IV.

NOTE.—Section 1. of this part applies to—

Certificated nurses employed in his practice by a qualified medical practitioner or dentist or employed by any medical or dental society, clinic or service.

Section 2. of this part applies to—

Certificated nurses employed by any nursing society or association.

SECTION 1.

WAGES.

								Per Week.
								£ s. d.
X-ray nurse, who is a registered technician :—								
During the first year's service ..	..	..	..	..	..	..	..	14 19 3
During the second year's service ..	..	..	..	..	..	..	..	15 4 3
Thereafter ..	..	..	..	..	..	..	..	15 9 3
Other nurse :—								
During the first year's service ..	..	..	..	..	..	..	..	14 14 3
During the second year's service ..	..	..	..	..	..	..	..	14 19 3
Thereafter ..	..	..	..	..	..	..	..	15 4 3

ALLOWANCES.

2. (a) Any nurse, who is required to hold more than one certificate in connexion with her duties shall receive a sum of 15s. per week for each certificate required to be used in addition to the appropriate wage rate provided in clause 1.

(b) Any employee at call shall receive an allowance at the rate of 5s. per week for the time at call in addition to any other rate in this Determination to which she may be entitled.

(c) Any employee whose duties require her to travel shall be paid first-class fares and all reasonable out-of-pocket expenses.

HOURS FOR A WEEK'S WORK.

3. The number of hours to constitute an ordinary week's work shall be 40.

OVERTIME.

4. Time and a half shall be the rate payable for all work done in excess of 40 hours per week.

MEAL BREAK.

5. A meal break of not less than 30 minutes, at a time mutually agreed upon, shall be allowed employees each day.

ANNUAL HOLIDAYS.

6. The annual holiday shall be as prescribed by the provision of the Labour and Industry Acts.

SICK LEAVE.

7. (a) In the event of an employee becoming sick and certified as such by a qualified Medical Practitioner approved by the employer she shall be entitled to sick leave on full pay as follows:—

- (i) During the first year of service—one day for each month of service.
- (ii) During the second, third, and fourth years of service—two weeks in each year.
- (iii) Thereafter—three weeks in each year.

- (b) If the full period of sick leave as prescribed in sub-clause (a) hereof is not taken in any year, such portion as is not taken shall be cumulative from year to year.

For the purposes of this sub-clause service prior to the 1st May, 1949, shall be disregarded, provided that any accumulated sick leave, not exceeding nine weeks, standing to the credit of the employee on the 1st May, 1952, shall not be reduced by virtue of the provisions of this clause.

No employer shall terminate the services of an employee during the currency of any period of sick leave with the object of avoiding his obligations under this sub-clause.

- (c) (i) An employee who contracts an infectious disease in the course of his or her duties and is entitled to receive workers' compensation therefor, he or she shall have any difference between workers' compensation and his or her ordinary wages made up by the employer up to but not exceeding a period of three months.

- (ii) An employee who contracts an infectious disease in the course of his or her duties, and same having been certified to by the Medical Superintendent or by a Medical Practitioner approved by the employer, and who is not entitled to workers' compensation shall receive full pay during the necessary period off duty up to but not exceeding a period of three months.

- (iii) Sick pay granted under sub-clause (i) and (ii) hereof shall not be debited against any sick leave credit which the employee may have under sub-clauses (a) and (b) hereof.

HOLIDAYS.

8. All employees shall be entitled to the following holidays without deduction of pay, New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Christmas Day, Boxing Day, and such other day or days as from time to time may be proclaimed throughout the State as public holidays. In addition to the aforementioned holidays employees employed within the Metropolitan District shall be entitled to the following additional holidays without deduction of pay, Labour Day, and Melbourne Cup day.

SPECIAL RATES FOR SUNDAYS AND HOLIDAYS.

9. Time and a half shall be the special rate payable for all work done on Sundays or any of the holidays prescribed in clause 8.

MINIMUM PAYMENT FOR WORK DONE IN ANY WEEK.

10. An employee who is willing and available for work shall if employed for less than 20 hours in any week receive a minimum of half a full week's ordinary wage for the class of work done, but if she is employed for 20 hours or over she shall receive a minimum of a full ordinary week's wage for the class of work done.

TIME AND WAGE RECORDS.

11. An adequate record of the hours worked by each employee and the wages paid shall be kept by each employer subject to this Determination.

BREAKAGES.

12. Except in a case of proved carelessness an employee shall not be required to pay for any breakages occurring in the ordinary course of her specified duties.

UNIFORM ALLOWANCE.

13. An employee shall be entitled to a uniform allowance at the rate of 3s. 6d. per week and the uniform shall be laundered by the employer free of cost to the employee.

TERMINATION OF EMPLOYMENT.

14. Except where the conduct of an employee justifies instant dismissal, fourteen days' notice of termination of employment shall be given by either employer or employee, or in lieu thereof fourteen days' wages shall be paid or forfeited, as the case may be.

SECTION 2.

WAGES.

1. An employee for whom the employer makes available board and lodging shall be provided with laundry, free of charge, but from the wages hereinafter prescribed, a sum of 5s. 9d. per week may be deducted in respect of such board and lodging notwithstanding that such employee may decide not to avail herself of such accommodation.

An employee for whom the employer does not make available board and lodging shall receive in addition to the wages hereinafter prescribed, an allowance at the rate of 20s. per week, and shall be entitled also to one meal per day to be provided by the employer.

									Per Week.
									£ s. d.
During the first year	..	..	..	..	..	..	..	..	14 14 3
During the second year	..	..	..	..	..	..	..	..	14 19 3
Thereafter	..	..	..	..	..	..	..	..	15 4 3

ALLOWANCES.

2. (a) Any nurse, who is required to hold more than one certificate in connexion with her duties shall receive a sum of 15s. per week for each certificate required to be used in addition to the appropriate wage rate provided in clause 1.

- (b) Any employee at call shall receive an allowance at the rate of 5s. per week for the time at call in addition to any other rate in this Determination to which she may be entitled.

- (c) Any employee whose duties require her to travel shall be paid first-class fares and all reasonable out-of-pocket expenses.

HOURS OF WORK.

3. (a) The number of hours which shall constitute an ordinary week's work shall be 40, provided that 80 hours may be worked in any two consecutive weeks, and provided further that not more than 48 hours may be worked in any of such weeks without payment for overtime.

(b) With the exception of time occupied in having meals (which shall be a period of not less than 30 minutes for each meal), and one additional break if same is required by the employer the work of each shift shall be continuous.

OVERTIME.

4. Time and a half shall be paid for all work done in excess of the ordinary hours prescribed in clause 3.

DAY OFF IN EACH WEEK.

5. All employees shall receive at least one clear day off in each week in the case of day-shift employees and one clear night off in each week in the case of night-shift employees.

Provided that during any working period not exceeding three consecutive weeks, the day or night off may, with the approval of the employer, be allowed to stand over, and be taken at a time mutually agreed upon in any one consecutive period equivalent to one day or night, as the case may be, for each week in the period concerned.

ANNUAL LEAVE.

6. (a) Four week's annual leave with full pay shall be granted to employees on completion of each twelve months' service with an employer.

Provided that any employee who leaves or is dismissed for any reason before completing a full qualifying twelve monthly period, shall in lieu of annual leave, receive a *pro rata* payment, based on the amount payable for the leave prescribed herein for a full twelve months' continuous service, and the period actually served.

(b) Two weeks' notice of the date from which an employee shall commence her annual leave shall be given unless otherwise mutually agreed upon between the parties concerned.

LONG SERVICE LEAVE.

7. (a) Subject to the provisions set out in sub-clause (b) hereof all male employees after the completion of twenty years' continuous service and all female employees after the completion of fifteen years' continuous service, shall be entitled to leave of absence as in the said sub-clause (b).

(b) (i) An employee who has been in the service of the same employer for the period specified in sub-clause (a) hereof shall be entitled to six months' leave of absence on full salary or wage.

(ii) The long service leave to which an employee is entitled shall be given as soon as practicable having regard to the needs of the employer's establishment but the taking of such leave may be postponed to such date as is mutually agreed or, in default of agreement, as is directed by the Industrial Appeals Court.

(iii) When an employee who has been in the service for at least the period prescribed in sub-clause (a) hereof resigns or is retired and has not received long service leave due to him under this clause, such employee shall be entitled to a retiring gratuity from the employer equivalent to the salary or wage for the period of leave to which the employee would have been entitled under sub-clause (b) (i) hereof plus a *pro rata* amount for all service in excess of twenty years for males and fifteen years for females provided that such resignation or retirement is not due to serious and wilful misconduct.

(iv) Upon the death from any cause of an employee, who, at the date of death was eligible for the grant of long service leave, the Board shall pay to the legal representative of the deceased employee the amount that the employee would have been entitled to receive had he retired immediately prior to the date of his death.

(c) In the case of an employee who has completed at least ten years' service but less than twenty years in the case of a male employee and at least ten years' service but less than fifteen years in the case of a female employee with his or her employer and whose employment is terminated—

(i) by the employer for any cause other than serious and wilful misconduct;

(ii) by the employee on account of illness incapacity or domestic or any other pressing necessity where such illness incapacity or necessity is of such nature as to justify such termination;

such amount of long service leave as equals one-eightieth of the period of continuous employment.

(d) For the purposes of this clause the following definitions shall apply:—

"Service" shall mean service calculated as from the date of entering employment with the hospital, benevolent or convalescent home (hereinafter called the employer) whether or not such hospital, benevolent or convalescent home has been transmitted from one employer to another during the period of such employment as an employee and shall include all periods during which an employee was serving in Her Majesty's Forces or was made available by the employer for national duty or for other periods of absence approved by the employer.

"Salary or Wage" shall mean the employee's salary or wage (exclusive of overtime or other allowance) at the time leave is taken, or immediately prior to the employee leaving the service or death of the employee (as the case may be).

"Board" shall mean the Board or Controlling Authority of the Hospital, Benevolent or Convalescent Home in which the employee is employed.

Words importing the masculine gender only shall include the feminine gender.

Word importing the singular number only shall include the plural number and vice versa.

SICK LEAVE.

8. (a) In the event of an employee, becoming sick and certified as such by a qualified Medical Practitioner approved by the employer she shall be entitled to sick leave on full pay as follows:—

(i) During the first year of service in an institution—one day for each month of service.

(ii) During the second, third, and fourth years of service in an institution—two weeks in each year.

(iii) Thereafter—three weeks in each year.

(b) If the full period of sick leave as prescribed in sub-clause (a) hereof is not taken in any year, such portion as is not taken shall be cumulative from year to year.

For the purposes of this sub-clause service prior to the 1st May, 1949, shall be disregarded, provided that any accumulated sick leave, not exceeding nine weeks, standing to the credit of the employee on the 1st May, 1952, shall not be reduced by virtue of the provisions of this clause.

No employer shall terminate the services of an employee during the currency of any period of sick leave with the object of avoiding his obligations under this sub-clause.

(c) (i) An employee who contracts an infectious disease in the course of his or her duties and is entitled to receive workers' compensation therefor, he or she shall have any difference between workers' compensation and his or her ordinary wages made up by the institution up to but not exceeding a period of three months.

(ii) An employee who contracts an infectious disease in the course of his or her duties, and same having been certified to by the Medical Superintendent or by a Medical Practitioner approved by the institution, and who is not entitled to workers' compensation shall receive full pay during the necessary period off duty up to but not exceeding a period of three months.

(iii) Sick pay granted under sub-clause (i) and (ii) hereof shall not be debited against any sick leave credit which the employee may have under sub-clauses (a) and (b) hereof.

MINIMUM PAYMENT FOR WORK DONE IN ANY WEEK.

9. An employee who is willing and available for work shall if employed for less than 20 hours in any week receive a minimum of half a full week's ordinary wage for the class of work done, but if she is employed for 20 hours or over she shall receive a minimum of a full ordinary week's wage for the class of work done.

TIME AND WAGE RECORDS.

10. An adequate record of the hours worked by each employee and the wages paid shall be kept by each employer subject to this Determination.

PROVISION OF ACCOMMODATION AND OTHER NECESSARY REQUIREMENTS.

11. (a) Suitable healthy accommodation shall be provided for employees. Wherever possible single bedrooms shall be provided. Separate beds shall be provided for each employee and in no case shall more than two employees be required to occupy the same bedroom. Separate accommodation distinct from that provided for day staff shall be provided for employees on night duty.

(b) Adequate supplies of rubber gloves and all necessary safety appliances shall be kept and maintained by the employer, and provided free of cost to employees for use as required.

(c) Linen, cutlery, crockery, and blankets shall be provided by the employer free of cost to the employee.

BREAKAGES.

12. Except in a case of proved carelessness an employee shall not be required to pay for any breakages occurring in the ordinary course of her specified duties.

UNIFORMS.

13. An employee shall be provided from the commencement of her employment with the prescribed uniform of the service free of cost, or in lieu thereof shall be paid an allowance of 3s. 6d. per week.

TERMINATION OF EMPLOYMENT.

14. Except where the conduct of an employee justifies instant dismissal fourteen days' notice of termination of employment shall be given by either employer or employee or, in lieu thereof, fourteen days' pay shall be paid or forfeited, as the case may be.

PART V.

This Part applies to the whole of the Determination.

PERIODICAL ADJUSTMENT OF WAGES.

1. The wages rates set out in clause 1 of Part I., Sections 1 and 11 of Part II., Part III, and Sections 1 and 11 of Part IV., are based upon the following basic wage, and, pursuant to the provisions of Section 33 of the *Labour and Industry Act 1953*, the Board has determined that such rates shall be automatically adjusted as prescribed by clause 2. Provided that for every increase or decrease of 1s. per week in the basic wage for adult males, the wages of female nurses shall be increased or decreased by 9d. per week and trainees shall be increased or decreased by 6d. per week. Provided also that for every increase or decrease of 1s. in the basic wage for males the weekly deductions for board and lodging shall be increased or decreased by 4d. for male nurses and 3d. for female nurses and all trainees.

Basic Wage.

Place.	Basic Wage (Adjustable).	Index Number Set Assigned.
	Per Week.	
	£ s. d.	
Throughout the State	12 16 0	Melbourne

ADJUSTMENT OF BASIC WAGE.

2. (a) For the purposes of this Determination the expression "Commonwealth Statistician's 'C' series 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, 1956, the amount of the basic wage shall be as prescribed in clause 1.

(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 "C" series retail price index numbers 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.

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

J. V. WILLOX, Secretary.

Melbourne, 23rd April, 1956.

