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GOVERNMENT GAZETTE.

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[1957

*Labour and Industry Acts.*

DETERMINATION OF THE AMBULANCE SERVICES 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 for persons employed otherwise than by a hospital or hospitals in the conduct of an ambulance service" has made the following Determination, namely:—

That on the 15th November, 1956, the last previous Determination of this Board shall be revoked and replaced by this Determination.

PART 1.

This Part Applies to All Superintendent/Secretaries.

WAGES.

1. The following rates are based upon a basic wage of £13:3:0:—

Superintendent/Secretary in charge of—	Per week. £ s. d.
1 or 2 other employees .. .. .	24 6 0
3 or 4 " " .. .. .	25 6 0
5 to 9 " " .. .. .	26 6 0
10 to 14 " " .. .. .	28 16 0
15 to 19 " " .. .. .	30 6 0
20 to 24 " " .. .. .	31 6 0
25 to 29 " " .. .. .	32 16 0
30 and over " " .. .. .	32 16 0

STAFF EMPLOYED.

2. For the purposes of this Determination, the number of staff employed shall exclude the Superintendent/Secretary and shall be the staff shown in the last annual return furnished by the respective Ambulance Service to the Hospitals and Charities Commission of Victoria, inclusive of staff employed at Branch Stations.

DEFINITION.

3. "Superintendent/Secretary" shall mean any person employed full time as such.

WORKING WEEK.

4. A week's work shall be spread over five days provided that an officer shall work at other reasonable times as and when necessary.

PUBLIC HOLIDAYS.

5. Employees shall be entitled to the following holidays without deduction of pay:—New Year's Day, Australia Day, Good Friday, Easter Monday, Labour Day, Anzac Day, Queen's Birthday, the first Tuesday in November, Christmas Day, and Boxing Day, but, if any other day be by Act of Parliament or Proclamation substituted for any of these holidays, employees shall be entitled to the days so substituted.

Provided that employees rostered to work on public holidays and fail to do so shall not be entitled to holiday pay for the said holiday.

Provided further that, if an employee works on any of such holidays, or such holiday occurs on his or her rostered day off or during his or her period of annual leave, he or she shall be given—

(a) within four weeks following the date on which such holiday occurred—

- (1) one extra day's pay; or
- (2) equal time off in lieu thereof; or

(b) one day shall be added to his or her annual leave; or

(c) in the case of an employee not qualifying for annual leave and sub-clause (a) (1) and (2) hereof has not been applied, one day's pay shall be added to the payment in lieu of annual leave.

5.A.—In connexion with the holding of the Olympic Games in Victoria, during the months of November, and December, 1956 where a holiday or half-holiday is proclaimed by Order in Council throughout any Municipality or part thereof, or within any defined area, such holiday or half-holiday shall, so far as such Municipality or part thereof, or such defined area is concerned be deemed to be included in the list of holidays prescribed in clause 5 hereof.

Provided that no employee shall be entitled to the conditions prescribed by this clause for more than the equivalent of one working day.

Provided further that an employee who fails to attend for work on the working day before and/or after such holiday or half-holiday without reasonable excuse shall not be entitled to be paid for such holiday or half-holiday.

#### ANNUAL LEAVE.

6. (a) Officers shall be entitled to annual leave of four weeks on the completion of each year of service in any ambulance service. Should any day or days specified in Clause 5 as public holidays occur during an officer's period of annual leave, an additional day shall be added to the period of annual leave for each such specified day so occurring.

(b) Annual leave shall be granted within a period of six months after becoming due, at a time suitable to the Committee.

(c) An officer whose employment is terminated with less than twelve months' service in any qualifying twelve-monthly period shall be granted *pro rata* annual leave or payment in lieu.

#### SICK LEAVE.

7. (a) An officer shall be entitled to be absent without loss of pay on account of personal ill-health or accident, proof of which shall be submitted in a manner satisfactory to the Committee, for a period not exceeding in the aggregate 28 working days for each twelve months of service.

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

(c) For the purposes of this sub-clause service prior to the 1st May, 1951, shall be disregarded.

#### LONG SERVICE LEAVE.

8. (a) Subject to the provisions set out in this clause, all employees after the completion of twenty years' continuous service in the ambulance service shall be entitled to six months' leave of absence on full salary or wage, and such leave shall be granted by the employer as soon as practicable having regard to the needs of his establishment, but the taking of such leave may be postponed to such date as is mutually agreed, or in default of agreement, as the Industrial Appeals Court, having regard to the problems involved, directs; but no such direction shall require such long service leave to commence before the expiry of six months from the date of such direction.

(b) When an employee who has been in the service for at least the period prescribed in sub-clause (a) hereof resigns or is retired 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 (a) hereof, plus a *pro rata* amount for all service in excess of twenty years.

(c) In the case of an employee who has completed at least ten years' service but less than twenty years' service with the ambulance service 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—

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

(d) Upon the death from any cause of an employee who, at the date of his death, was eligible for the grant of long service leave, the Board shall pay to the nominee or personal 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.

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

"Service" shall mean service calculated as from the date of entering employment with an ambulance service (hereinafter called the employer), whether or not the ambulance service 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—

(i) the employee's salary or wage (exclusive of overtime or other allowance) at the time leave is taken and shall be subject to any variations occurring in the basic wage during the period from the commencement of the leave until the resumption of work; or

(ii) the employee's salary or wage 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 ambulance service in which the employee is employed.

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

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

#### TRAVELLING ALLOWANCE.

9. (a) An officer required to travel on business in connexion with the ambulance service shall be re-imbursed all reasonable travelling expenses necessarily incurred.

(b) Where an officer is required to use his own motor car in connexion with the business of the ambulance service, he shall be re-imbursed such sum as may be agreed upon between the Committee and himself. In the absence of any such agreement, he shall be paid an allowance at the rate of 9d. per mile.

#### TERMINATION OF SERVICE.

10. To terminate employment, one month's written notice shall be given by the Committee or the employee, or one month's wages paid or forfeited, as the case may be. This shall not affect the right of a Committee to dismiss an employee for misconduct, in which case wages shall be paid up to the time of dismissal only.

#### ACCOMMODATION.

11. (a) An officer shall reside in quarters provided for him by the Committee. No deduction for use of such quarters shall be made from his wages and the officer shall be on call for matters associated with the ambulance service at all reasonable hours.

(b) The provisions of this clause shall not apply to the metropolitan area as defined in the Labour and Industry Act.

#### UNIFORMS.

12. One cap, 1 tunic, 2 pairs of trousers, 3 shirts, 1 tie, 1 pair of overalls, 2 pairs of boots, 1 raincoat and, where reasonably necessary, 1 dust coat shall be supplied free of cost to all employees, shall remain the property of the employer and shall be returned to the employer if called upon. Replacement of items of uniform supplied shall be made (as and when reasonably necessary as determined by the Committee).

#### EXISTING CUSTOMS AND PRACTICES.

13. This Determination is made on the understanding that all existing privileges and conditions, operating prior to August, 1956, shall continue.

## PART 2.

This Part Applies to All Employees of Ambulance Services other than Superintendent/Secretaries and Employees of Victorian Civil Ambulance services.

1. The following rates are based upon a basis wage of £13 : 3 : 0.

		WAGES.		Per Week.
				£ s. d.
Deputy Superintendent	.. .. .	.. .. .	.. .. .	18 18 0
Station Officer—				
First year's experience as such	.. .. .	.. .. .	.. .. .	17 18 0
Second year's experience as such	.. .. .	.. .. .	.. .. .	18 3 0
Thereafter	.. .. .	.. .. .	.. .. .	18 8 0
Ambulance Officer qualified in first-aid—				
First year's experience as such	.. .. .	.. .. .	.. .. .	16 18 0
Second year's experience as such	.. .. .	.. .. .	.. .. .	17 8 0
Thereafter	.. .. .	.. .. .	.. .. .	17 13 0
Ambulance Officer in training (six months' probation)	.. .. .	.. .. .	.. .. .	15 15 0
Collector when engaged as such	.. .. .	.. .. .	.. .. .	15 18 0

## HOURS.

2. (i) Ordinary hours.—The hours of work for all employees who are employed—
- (a) at the Ambulance Headquarters Stations at Ballarat, Bendigo, Geelong, Mildura, Shepparton, Morwell, Horsham, Hamilton, Wangaratta, Warrnambool, Sale, Leongatha, Frankston, Echuca, and Swan Hill shall be 40 hours per week which shall be worked—
- (1) in five days; or
  - (2) in a fortnight of 80 hours in ten shifts of not more than eight hours each;
  - (3) provided that no employee shall be required to work more than ten consecutive shifts without a day off duty. For the purpose of this clause, the working week shall commence at midnight on a Sunday;
- (b) at any one man branch ambulance station shall be 40 hours per week which may be worked in six days.
- (ii) Rosters.—Such hours shall be worked according to rosters which shall be exhibited in each station at least one week before the commencing date of the roster and shall show the periods of duty for a period of fourteen days.
- In emergency, or in the case of the sickness of any employee, the duty periods prescribed by the roster may be altered. Saturday and Sunday duty shall be equitably distributed amongst the transport staff.
- (iii) Employees "on call"—
- (a) Time on call means time during which, in accordance with the "on call" roster, an employee who is rostered off duty is required to hold himself in readiness to answer a call;
  - (b) Time "on call" shall not be counted as time worked unless an employee is called out for duty, in which case an employee shall be paid at overtime rates for the actual period or periods of duty, with a minimum payment of one hour per call for the time so worked in any day during which the employee is "on call". Provided further that nothing in this paragraph shall prohibit an employee from temporarily leaving the station or his home when rostered for "on call" after having made arrangements satisfactory to the Superintendent or, in his absence, his deputy, for the proper carrying on by him of the service during his temporary absence;
  - (c) An employee shall be free from "on call" duty every second weekend and for at least six days in every period of fourteen consecutive days.
  - (iv) As compensation for time "on call" an employee who, during a period of his employment is required to be "on call" pursuant to paragraph (iii) of this sub-clause shall be paid for each and every week of such period of employment an additional twenty shillings. This paragraph shall not apply to employees in one-man Branch Stations.
  - (v) One-man Branch Stations.—As compensation for time "on call", employees shall be given accommodation rent free. They shall be given relief from duty for at least one day in each seven days, or at least two days in each fourteen days and shall be paid the rate prescribed by this Determination for "Station Officers". Days of relief from duty may be accumulated by mutual agreement between the employee and the Superintendent/Secretary, up to a maximum of eight days. Nothing in this paragraph shall be deemed to prohibit an employee in a one-man Branch Station from temporarily leaving the station at times when he is rostered on duty after having made arrangements satisfactory to the Superintendent/Secretary or, in his absence, his deputy, for a proper carrying on by him of the service during his temporary absence.
  - (vi) A daily record shall be kept at one-man Branch Stations of all time actually worked and when the total number of hours actually worked exceed 80 per fortnight, the excess shall be paid for at overtime rates: Time actually worked shall include maintenance of vehicles, collecting, compilation of reports or any other work associated with the conduct of the service.
  - (vii) Branch Stations.—Two or more employees.—At a branch station with two or more employees an employee if requested to reside in quarters provided by the Ambulance Service may be charged an amount not exceeding 20/- per week as rental for such quarters. The provisions of clause 2 (i) to (iv) inclusive shall apply to Branch Stations with two or more employees.

## CASUAL LABOUR.

3. A casual employee, i.e., a person who is employed for not more than sixteen hours in not more than two days, shall be paid per hour an amount equal to one and one-tenth of the weekly rate prescribed by this Determination for the work performed divided by 40.

## OVERTIME.

4. Subject to sub-clause (iii) of Clause 2 hereof all time worked in excess of the number of hours fixed for a week's work or a fortnight's work, as the case may be, shall be paid for at the rate of time and a half. An employer may require any employee to work reasonable overtime at overtime rates.

## SPECIAL RATES FOR SATURDAY AND SUNDAY.

5. All rostered time of ordinary duty worked between midnight on Friday to midnight on Saturday shall be paid for at the rate of time and a quarter.

All rostered time of ordinary duty worked between midnight on Saturday and midnight on Sunday shall be paid for at the rate of time and one-half.

If all time worked on a Saturday or Sunday is in excess of the prescribed rostered hours of duty, the excess period shall be paid at the rate of time and three-quarters for Saturday and double time for Sunday.

## ANNUAL HOLIDAY.

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

## SICK LEAVE.

7. (a) In the event of an employee becoming sick and unfit for duty he shall be entitled to sick leave on full pay as follows:—

- (i) During the first year of service—one working day for each month of service;
- (ii) During the second, third, and fourth years of service—fourteen working days in each year;
- (iii) Thereafter—21 working days in each year.

Provided that, in either case, such employee produces or forwards, within 48 hours of the commencement of such absence, evidence satisfactory to the employer that his or her non-attendance was due to personal ill-health or accident necessitating such absence.

(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, 1951, shall be disregarded.

(c) For the purposes of this clause a working day shall be one of eight hours.

#### SPECIAL LEAVE.

8. Leave with pay may be granted in special circumstances at the discretion of the Committee.

#### LONG SERVICE LEAVE.

9. (a) Subject to the provisions set out in this clause, all employees after the completion of twenty years' continuous service in the ambulance service shall be entitled to six months' leave of absence on full salary or wage, and such leave shall be granted by the employer as soon as practicable having regard to the needs of his establishment, but the taking of such leave may be postponed to such date as is mutually agreed or, in default of agreement, as the Industrial Appeals Court, having regard to the problems involved directs; but no such direction shall require such long service leave to commence before the expiry of six months from the date of such direction.

(b) When an employee who has been in the service for at least the period prescribed in sub-clause (a) hereof resigns or is retired, 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 (a) hereof, plus a *pro rata* amount for all service in excess of twenty years.

(c) In the case of an employee who has completed at least ten years' service, but less than twenty years' service, with the ambulance service 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—

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

(d) Upon the death from any cause of an employee who, at the date of his death, was eligible for the grant of long service leave, the Board shall pay to the nominee or personal 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.

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

“Service” shall mean service calculated as from the date of entering employment with an ambulance service (hereinafter called the employer), whether or not the ambulance service 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—

(i) the employee's salary or wage (exclusive of overtime or other allowance) at the time leave is taken and shall be subject to any variations occurring in the basic wage during the period from the commencement of the leave until the resumption of work; or

(ii) the employee's salary or wage 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 ambulance service in which the employee is employed.

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

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

#### PUBLIC HOLIDAYS.

10. Employees shall be entitled to the following holidays without deduction of pay:—New Year's Day, Australia Day, Good Friday, Easter Monday, Labour Day, Anzac Day, Queen's Birthday, the first Tuesday in November, Christmas Day, and Boxing Day; but, if any other day be by Act of Parliament or Proclamation substituted for any of these holidays, employees shall be entitled to the days so substituted.

Provided that employees rostered to work on public holidays and failing to do so shall not be entitled to holiday pay for the said holiday.

Provided further that, if an employee works on any of such holidays, or such holiday occurs on his or her rostered day off, or during his or her period of annual leave, he or she shall be given—

(a) within four weeks following the date on which such holiday occurred—

(1) one extra day's pay; or

(2) equal time off in lieu thereof; or

(b) one day shall be added to his or her annual leave; or

(c) in the case of an employee not qualifying for annual leave and sub-clause (a) (1) and (2) hereof has not been applied, one day's pay shall be added to the payment in lieu of annual leave.

10A. In connexion with the holding of the Olympic Games in Victoria, during the months of November and December, 1956, where a holiday or half-holiday is proclaimed by Order in Council throughout any Municipality or part thereof, or within any defined area, such holiday or half-holiday shall, so far as such Municipality or part thereof, or such defined area is concerned be deemed to be included in the list of holidays prescribed in clause 10 hereof.

Provided that no employee shall be entitled to the conditions prescribed by this clause for more than the equivalent of one working day.

Provided further that an employee who fails to attend for work on the working day before and/or after such holiday or half-holiday without reasonable excuse shall not be entitled to be paid for such holiday or half-holiday.

#### MEAL INTERVAL.

11. A meal interval of not less than 30 minutes shall be allowed each employee during each shift. Such meal interval shall not be counted as time worked.

#### UNIFORMS.

12. One cap, 1 tunic, 2 pairs of trousers, 3 shirts, 1 tie, 1 pair of overalls, 2 pairs of boots, 1 raincoat and, where reasonably necessary, 1 dust coat shall be supplied free of cost to all employees and shall remain the property of the employer and shall be returned to the employer if called upon. Replacement of items of uniform supplied shall be made (as and when reasonably necessary as determined by the Committee).

Employees who lose their uniforms or part thereof are liable to pay 60 per cent. of the replacement cost.

The provisions of this clause shall not apply to an employee on probation.

#### PROTECTIVE CLOTHING.

13. Rubber gloves and all necessary protective clothing and safety appliances shall be provided free of cost for the use of employees and an adequate supply of same shall be maintained.

## RELIEVING OTHER MEMBERS OF STAFF.

14. Where an employee is called upon to relieve a station officer in charge of a branch station on annual or sick leave and, by so doing, is required to live away from home, he shall be paid full board and lodging.

An employee appointed to relieve in a higher classification for a period of not less than five days shall receive not less than the minimum rate prescribed for the higher classification.

## TRAVELLING TIME AND EXPENSES.

15. (a) Where an employee is directed to report for duty to a Branch or Headquarters Station, other than that to which he is posted, he shall travel to and from such station in the employer's time, and his fares and incidental expenses shall be paid by the employer.

(b) When an employee is required to report to the office of the Superintendent/Secretary on his day off duty he shall be paid a sum of ten shillings.

## TRAVELLING ON DUTY.

16. Where an employee is travelling on duty which involves more than ten hours' travelling, he shall be paid all travelling expenses actually incurred, including meals and sleeping accommodation where necessary.

## PAYMENT OF WAGES.

17. Wages shall be paid weekly and not later than Wednesday following the end of the pay period.

Notwithstanding anything herein contained, if a Bank Holiday occurs on a Monday, Tuesday, or Wednesday payment of wages may be made on the Thursday.

## TERMINATION OF EMPLOYMENT.

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

## UNION INTERVIEWS.

19. During working hours employees of an establishment subject to this Determination may, with the consent of the person in charge of such establishment (which consent shall not be unreasonably withheld) be interviewed by the Secretary or other accredited representative of the Hospital Employees' Federation of Australia, or have their Union contributions collected by the steward of the said organization.

## EXISTING CUSTOMS AND PRACTICES.

20. This Determination is made on the understanding that all existing privileges and conditions, operating prior to August, 1956, shall continue.

## PART 3.

## This Part Applies to Employees of the Victorian Civil Ambulance Service other than Superintendent/Secretary.

1.

## WAGES.

The following rates are based upon a basic wage of £13:3:0—

	Per week.
	£ s. d.
Deputy Superintendent .. .. .	28 10 0
Transport Officer .. .. .	25 7 0
Foreman .. .. .	23 7 0
Foreman Trainee .. .. .	20 6 0
Senior Driver in Charge of Branch .. .. .	20 6 0
Senior Driver .. .. .	20 6 0
Ambulance Officer qualified in first-aid—	
First year's experience as such .. .. .	18 14 0
Second year's experience as such and holding the certificate as approved .. .. .	19 4 0
Third year's experience as such and holding the recognized medallion .. .. .	19 9 0
Fourth year's experience and thereafter holding the recognized medallion .. .. .	19 14 0
Ambulance Driver in Training (six months' probation) .. .. .	17 11 0

The above rates contain an amount to compensate employees required to work on Saturdays and Sundays.

(b) Foreman Trainee.—A foreman trainee (on probation) after three months shall be paid the rate set out in (a) above.

## HOURS.

2. (a) Ordinary Hours.—The hours of work for all employees who are employed at the Ambulance Headquarters, Victorian Civil Ambulance Service, shall be 40 hours per week which shall be worked—

(i) in five days; or

(ii) in a fortnight of 80 hours in ten shifts of not more than eight hours each.

For the purposes of this clause the working week shall commence at midnight on a Sunday.

(b) Rosters.—Such hours shall be worked according to rosters which shall be exhibited in each station at least one week before the commencing date of the roster and shall show the periods of duty for a period of fourteen days. In emergency, or in the case of the sickness of any employee, the duty periods prescribed by the roster may be altered.

## CASUAL LABOUR.

3. A casual employee, i.e., a person who is employed for not more than sixteen hours in not more than two days, shall be paid, per hour, an amount equal to one and one-tenth of the weekly rate prescribed by this Determination for the work performed divided by 40.

## OVERTIME.

4. All time worked in excess of the number of hours fixed for a week's work or a fortnight's work, as the case may be, shall be paid for at the rate of time and a half. An employer may require any employee to work reasonable overtime at overtime rates.

## ANNUAL HOLIDAY.

5. The annual holiday shall be as prescribed by the provisions of the Labour and Industry Acts.

## SICK LEAVE

6. (a) In the event of an employee becoming sick and unfit for duty he shall be entitled to sick leave on full pay as follows:—

(i) During the first year of service—one working day for each month of service;

(ii) During the second, third, and fourth years of service—fourteen working days in each year;

(iii) Thereafter—21 working days in each year.

Provided that, in either case, such employee notifies Headquarters at least one hour prior to the rostered time of the commencement of the shift and produces or forwards within 48 hours of the commencement of such absence evidence satisfactory to the employer that his or her non-attendance was due to personal ill-health or accident necessitating such absence

(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, 1951, shall be disregarded.

(c) For the purposes of this clause a working day shall be one of eight hours.

#### SPECIAL LEAVE.

7. Leave with pay may be granted in special circumstances at the discretion of the Committee.

#### LONG SERVICE LEAVE.

8. (a) Subject to the provisions set out in this clause all employees after the completion of twenty years' continuous service in the ambulance service shall be entitled to six months' leave of absence on full salary or wage, and such leave shall be granted by the employer as soon as practicable having regard to the needs of his establishment, but the taking of such leave may be postponed to such date as is mutually agreed or, in default of agreement, as the Industrial Appeals Court, having regard to the problems involved, directs; but no such direction shall require such long service leave to commence before the expiry of six months from the date of such direction.

(b) When an employee who has been in the service for at least the period prescribed in sub-clause (a) hereof resigns or is retired, 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 (a) hereof, plus a *pro rata* amount for all service in excess of twenty years.

(c) In the case of an employee who has completed at least ten years' service but less than twenty years' service with the ambulance service 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—

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

(d) Upon the death from any cause of an employee who, at the date of his death, was eligible for the grant of long service leave, the Board shall pay to the nominee or personal 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.

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

"Service" shall mean service calculated as from the date of entering employment with an ambulance service (hereinafter called the employer), whether or not the ambulance service 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—

(i) the employee's salary or wage (exclusive of overtime or other allowance) at the time leave is taken and shall be subject to any variations occurring in the basic wage during the period from the commencement of the leave until the resumption of work; or

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"Board" shall mean the Board or Controlling Authority of the ambulance service in which the employee is employed.

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

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#### PUBLIC HOLIDAYS.

9. Employees shall be entitled to the following holidays without deduction of pay:—New Year's Day, Australia Day, Good Friday, Easter Monday, Labour Day, Anzac Day, Queen's Birthday, the first Tuesday in November, Christmas Day, and Boxing Day; but, if any other day be by Act of Parliament or Proclamation, substituted for any of these holidays, employees shall be entitled to the days so substituted.

Provided that employees rostered to work on public holidays and fail to do so, shall not be entitled to holiday pay for the said holiday.

Provided further that, if an employee works on any of such holidays, or such holiday occurs on his or her rostered day off, or during his or her period of annual leave, he or she shall be given—

(a) within four weeks following the date on which such holiday occurred—

(1) one extra day's pay; or

(2) equal time off in lieu thereof; or

(b) one day shall be added to his or her annual leave; or

(c) in the case of an employee not qualifying for annual leave and sub-clause (a) (1) and (2) hereof has not been applied, one day's pay shall be added to the payment in lieu of annual leave.

9A. In connexion with the holding of the Olympic Games in Victoria, during the months of November, and December, 1956, where a holiday or half-holiday is proclaimed by Order in Council throughout any Municipality or part thereof, or within any defined area, such holiday or half-holiday shall, so far as such Municipality or part thereof, or such defined area is concerned be deemed to be included in the list of holidays prescribed in clause 9 hereof.

Provided that no employee shall be entitled to the conditions prescribed by this clause for more than the equivalent of one working day.

Provided further that an employee who fails to attend for work on the working day before and/or after such holiday or half-holiday without reasonable excuse shall not be entitled to be paid for such holiday or half-holiday.

#### MEAL INTERVAL.

10. A meal interval of not less than 30 minutes shall be allowed each employee during each shift. Such meal interval shall not be counted as time worked.

#### UNIFORMS.

11. One cap, 1 tunic, 2 pairs of trousers, 3 shirts, 1 tie, 1 pair of overalls, 2 pairs of boots, 1 raincoat and, where reasonably necessary, 1 dust coat shall be supplied free of cost to all employees and shall remain the property of the employer and shall be returned to the employer if called upon. Replacement of items of uniform supplied shall be made (as and when reasonably necessary as determined by the Committee). Employees who lose their uniforms or part thereof are liable to pay 60 per cent. of the replacement cost.

The provisions of this clause shall not apply to an employee on probation.

#### PROTECTIVE CLOTHING.

12. Rubber gloves and all necessary protective clothing and safety appliances shall be provided free of cost for the use of employees and an adequate supply of same shall be maintained.

## RELIEVING OTHER MEMBERS OF STAFF.

13. An employee appointed to relieve in a higher classification for a period of not less than five days shall receive not less than the minimum rate prescribed for the higher classification.

## TRAVELLING EXPENSES.

14. Where an employee is directed to report for relieving duty at a branch other than that to which he is attached excess fares incurred over and above from his place of residence to Headquarters shall be paid by the employer.

## TRAVELLING ON DUTY.

15. Where an employee is travelling on duty which involves more than ten hours' travelling, he shall be paid all travelling expenses actually incurred, including meals and sleeping accommodation where necessary.

## PAYMENT OF WAGES.

16. Wages shall be paid weekly and not later than Thursday following the end of the pay period. Notwithstanding anything herein contained, if a Bank Holiday occurs on a Monday, Tuesday, Wednesday, or Thursday, payment of wages may be made on the Friday.

## TERMINATION OF EMPLOYMENT.

17. Except where the conduct of an employee justifies instant dismissal, seven days' notice of termination of employment shall be given by either employer or employee, or one week's wages paid or forfeited as the case may be in lieu of such notice.

## UNION INTERVIEWS.

18. During working hours, employees of an establishment subject to this Determination may, with the consent of the person in charge of such establishment (which consent shall not be unreasonably withheld) be interviewed by the Secretary or other accredited representative of the Hospital Employees' Federation of Australasia, or have their Union contributions collected by the steward of the said organization.

## EXISTING CUSTOMS AND PRACTICES.

19. This Determination is made on the understanding that all existing privileges and conditions, operating prior to August, 1956, shall continue.

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

J. V. WILLOX, Secretary.

Melbourne, 15th November, 1956.

[The body of the document contains extremely faint and illegible text, likely bleed-through from the reverse side of the page. The text is too light to transcribe accurately.]