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GOVERNMENT GAZETTE.

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Labour and Industry Acts.

DETERMINATION OF THE MOTHERCRAFT NURSES BOARD.

NOTES.—(*a*) This Determination applies to the whole of the State of Victoria.

(*b*) On the 19th April, 1955, the Hospital Nurses Board and the Hospital and Benevolent Asylum Attendants Board were deprived of the power to determine any matter relating to mothercraft nurses, and such power was conferred exclusively on the Mothercraft Nurses Board.

IN accordance with the provisions of the Labour and Industry Acts, the Wages Board appointed for "mothercraft nurses (that is, persons registered as mothercraft nurses under the *Mothercraft Nurses Act* 1949)"—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 I.

Note.—This part applies to registered mothercraft nurses employed in or about a hospital, infant welfare and/or mothercraft training school, babies' home or any place giving residential care to babies and/or children of pre-school age.

WAGES.

1. All employees required to live in shall be provided with laundry, free of charge, but a sum of 47s. 9d. per week may be deducted for board and lodging from the wages hereinafter provided.

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.

—	Per Week.
	£ s. d.
First year's experience	10 10 3
Second year's experience	10 15 3
Third year's experience	11 10 3
Thereafter	11 15 3

The above rates are based upon a basic wage of £13 3s.

ADDITIONAL PAYMENT.

2. Any employee who is required to use in connexion with her duties any certificate, other than that for a certificated mothercraft nurse, shall receive an allowance of 5s. a week extra, e.g., extra pre-school certificate.

HOURS OF WORK.

3. (*a*) The number of hours for a week's work shall be 40, which may be worked in six days.

(*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.

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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 such engagement 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' annual 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 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.

(*c*) (i) An employee who contracts an infectious disease in the course of her duties and is entitled to receive workers' compensation therefor, shall have any difference between workers' compensation and 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 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.

(iv) An infectious disease contracted by an employee not in the course of her duties shall count as ordinary sick leave and debited against any such period due.

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 wage paid shall be kept by each employer.

PROVISION OF ACCOMMODATION AND OTHER NECESSARY REQUIREMENTS.

11. Suitable healthy accommodation shall be provided for employees. Whenever possible single bedrooms shall be provided. Separate beds shall be provided for each employee.

UNIFORM ALLOWANCE.

12. 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 the employee an allowance of 3s. 6d. per week.

LONG SERVICE LEAVE.

13. (*a*) Subject to the provisions set out in sub-clause (*b*) hereof all 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 her 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 fifteen years 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 she retired immediately prior to the date of her death.

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

shall be entitled to 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 institution 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 institution in which the employee is employed.

Termination of Employment.

14. Except when 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. Notice of termination of employment shall not be given by either employer or employee during a period of sick leave with the object of avoiding their obligations under clause 8.

PART II.

Note.—This part applies to registered mothercraft nurses employed in or about a day nursery, creche, play centre, or places for the day care of babies or children of pre-school age.

Wages.

1. Any employee provided with suitable accommodation shall be provided with laundry, free of charge, but a sum of 47s. 9d. per week, may be deducted for board and lodging from the wages hereinafter provided.

Employees not provided with suitable accommodation 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.

—	Per Week.
	£ s. d.
First year's experience	10 10 3
Second year's experience	10 15 3
Third year's experience	11 10 3
Thereafter	11 15 3

The above rates are based upon a basic wage of £13 3s.

Additional Payment.

2. Any employee who is required to use in connexion with her duties any certificate, other than that for a certificated mothercraft nurse, shall receive an allowance of 5s. a week extra, e.g., extra pre-school certificate.

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 for all work in excess of 40 hours a week.

Annual Holiday.

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

Public Holidays.

6. 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, Christmas Day, Boxing Day, and such other day or days as from time to time may be proclaimed throughout the State as public holidays.

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.

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 6 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.

Sick Leave.

7. (a) In the event of an employee becoming sick and certified as such by the Medical Superintendent, or in any 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-clauses (*a*) hereof is not taken in any year, such portion as is not taken shall be cumulative from year to year.

(*c*) (i) An employee who contracts an infectious disease in the course of her duties and is entitled to receive workers' compensation therefor, she shall have any difference between workers' compensation and 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 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.

(iv) An infectious disease contracted by an employee not in the course of her duties shall count as ordinary sick leave and debited against any such period due.

Minimum Payment for Work Done in Any Week.

8. 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.

9. An adequate record of the hours worked by each employee and the wage paid shall be kept by each employer.

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 count as time worked.

Uniform Allowance.

11. 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 an employee an allowance of 3s. 6d. per week.

Long Service Leave.

12. (*a*) Subject to the provisions set out in sub-clause (*b*) hereof all 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 her 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 fifteen years 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 she retired immediately prior to the date of her death.

(*c*) In the case of an employee who has completed at least the years' service but less than fifteen years with 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;

shall be entitled to 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 institution 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 institution in which the employee is employed.

Accommodation Facilities.

13. Suitable toilet and washing facilities and lock-up cupboard for outdoor clothing &c. shall be provided.

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. Notice of termination of employment shall not be given by either employer or employee during a period of sick leave with the object of avoiding their obligations under clause 7.

PART III.

Note.—This part applies to registered mothercraft nurses employed in a private home, either in a residential or non-residential capacity.

Wages.

The following rates are based upon a basic wage of £13 3s.

	£	s.	d.	
1. (*a*) Care of one child	7	13	6	per week
Care of two or more children	8	3	6	per week
(*b*) Per day of not less than 8 hours	2	8	0	per day
Per hour if less than 8 hours	0	6	0	per hour or part thereof, plus 2s. 6d. fare allowance.

HOURS OF DUTY.

2. A nurse shall be entitled to have two hours free time off duty during each day off duty. If the nurse is responsible for the early morning feed, the mother shall be responsible for the baby for the late evening feed.

A nurse shall have a full day off duty each week commencing not later than 7 p.m. on the evening preceding the day off.

When the engagement is of longer duration than two weeks, in addition to her usual day off, the nurse shall be free alternately either on Saturday or Sunday in each week after the mid-day meal.

A nurse may take her day off at the conclusion of six working days, or, if mutually agreed, two days off at the conclusion of twelve working days.

The hours of a nurse living out may be adjusted to suit both parties.

A nurse attending a country engagement may be allowed to accumulate her weekly days off and take them as leave with pay at a time mutually agreed upon.

BOARD AND LODGING.

3. A nurse shall be provided with full board and lodging, but if she is required to sleep out to suit her employer's convenience she shall be paid 51s. 9d. per week in addition to her wages, and she shall be provided with two meals per day, free of charge, by the employer.

The wages of a nurse who sleeps out to suit her own convenience shall be unchanged.

TRAVELLING EXPENSES.

4. A nurse engaged for a distant position shall receive a refund of first class return fares between Spencer-street Station and the places of employment. When proceeding to another engagement in the same district fares for one way only shall be payable.

ANNUAL HOLIDAY.

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

PUBLIC HOLIDAYS.

6. 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, Christmas Day, Boxing Day, and such other day or days as from time to time may be proclaimed throughout the State as public holidays.

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.

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 6 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.

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.

(*c*) (i) An employee who contracts an infectious disease in the course of her duties and is entitled to receive workers' compensation therefor, shall have any difference between workers' compensation and 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 her duties, and same having been certified to 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.

(iv) An infectious disease contracted by an employee not in the course of her duties shall count as ordinary sick leave and debited against any such period due.

TERMINATION OF EMPLOYMENT.

8. 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. Notice of termination of employment shall not be given by either employer or employee during a period of sick leave with the object of avoiding their obligations under clause 7.

DUTIES OF MOTHERCRAFT NURSES.

9. A mothercraft nurse is qualified to undertake the care of normal babies and young children or premature babies, but not the nursing of cases of definite illness other than digestive disturbances.

The responsibilities of a mothercraft nurse shall include the care, cleanliness and neatness of the children's room or nursery, also of her own room; for the washing, ironing, airing and mending of the children's clothes; for the care of everything in connexion with the children's food; and for all duties directly pertaining to her charge, including the children's daily outing if required.

P. A. RANDLES, J.P., Chairman.

J. V. WILLOX, Secretary.

Melbourne, 15th November, 1956.

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