

MINIMUM OF OVERTIME.

8. Employees called upon to work after meal time as provided in clause 9 after ordinary ceasing time shall be provided with a minimum of two hours' work, or shall be entitled to two hours' payment; but such payment shall not exceed three times the ordinary week-day rate payable to permanent employees.

MEAL HOURS.*General Conditions.*

9. (i) Employees working at night shall not work continuously for more than four hours without an interval of one hour for a meal, except where a person other than a shift worker has had the ordinary tea hour and is finishing before midnight.
 (ii) Meal hour if worked shall be paid for at double time on prevailing rates; same to continue until such time as the employee has a full hour of leisure for a meal.

Shift Workers Only.

- (iii) Subject to sub-clauses (iv) and (v) hereof shift workers shall only be entitled to one meal hour per shift to be taken not earlier than four hours or later than five hours after commencing work. Provided that once the meal hour has been fixed it can only be altered by mutual agreement between the employer and employee concerned.
 (iv) Shift workers may, provided there is a mutual agreement between the employer and the employee, work the shift continuously with a crib time break of twenty minutes which shall count as time worked.
 (v) If a shift worker is required to work overtime he shall be entitled to a further meal at the end of the shift and before commencing such overtime.

Employees other than Shift Workers.

Breakfast.—A period of one hour at a time of the day to be arranged between employer and employees shall be allowed for breakfast to any person who commences work before 7.15 a.m.

Dinner.—A period of one hour between 12 noon and 1.30 p.m. shall be allowed for dinner.

Tea.—A period of one hour between 5 p.m. and 6 p.m. (when work is to continue after 6 p.m.) shall be allowed for tea.

SUNDAYS AND HOLIDAYS.

10. (a) Double time shall be paid for work done between 8 a.m. and 5 p.m. on Sundays and on the following holidays, viz:—Christmas Day, Boxing Day, New Year's Day, Australia Day, Labour Day, Good Friday, Easter Monday, Anzac Day, King's Birthday, Union Picnic Day, and Melbourne Cup Day; but if any other day be by Act of Parliament or Proclamation substituted for the above-mentioned holidays, the special rate shall be payable for work done only on the day so substituted. Time and a half, calculated on the special rate mentioned in this clause, shall be paid for work done before 8 a.m. or after 5 p.m. on Sundays and holidays.

(b) Employees called upon to work on Sundays or holidays shall be provided with four hours' work, or shall be paid for four hours' work; but such payment shall not exceed three times the ordinary week-day rate payable to permanent employees.

(c) Employees (other than temporary workers) not called upon to work on a holiday shall be paid for such holiday at ordinary rates provided that any portion of the working week is or has been worked by them.

Notwithstanding the provisions of sub-clause (c) an employee who does not work on Anzac Day shall not be entitled to payment for such holiday.

(d) Holidays for shift work employees shall be deemed to operate on the shift commencing during the holiday.

SICK LEAVE.

11. (a) Any employee who has been in the employment of the same employer for a period of not less than three months and who does not attend for duty shall lose his pay for the actual time lost unless such employee produces or forwards within 24 hours of the commencement of such absence evidence satisfactory to the employer that his non-attendance was due to personal ill-health or accident necessitating such absence, but such employee shall not be entitled to payment for non-attendance on the ground of personal ill-health or accident for more than six days in each year or a proportionately less time during any shorter period of employment.

(b) Notwithstanding the provisions of sub-clause (a) hereof, if the full period of sick leave as prescribed is not taken in any year, such portion as is not taken shall be cumulative from year to year up to a period not exceeding twelve days which shall be the maximum amount of leave to which any employee shall be entitled in any year without deduction of pay.

For the purposes of this sub-clause, service prior to the 1st May, 1943 shall be disregarded.

ANNUAL LEAVE.*Period of Leave.*

12. (a) A period of fourteen consecutive days' leave shall be allowed annually to an employee after twelve months' continuous service (less the period of annual leave) as an employee in any one or more of the occupations to which this Determination applies.

Seven-day Shift Workers.

(b) In addition to the leave hereinbefore prescribed seven-day shift workers, that is shift workers who are rostered to work regularly on Sundays and holidays shall be allowed seven consecutive days' leave including non-working days.

Where an employee with twelve months' continuous service is engaged for part of the twelve-monthly period as a seven-day shift worker, he shall be entitled to have the period of fourteen consecutive days' annual leave prescribed in sub-clause (a) hereof increased by half a day for each month he is continuously engaged as aforesaid.

Annual Leave Exclusive of Public Holidays.

(c) Subject to this sub-clause the annual leave prescribed by this clause shall be exclusive of any of the holidays prescribed by clause 10 of this Determination, and if any such holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day, there shall be added to that period one day for each such holiday falling as aforesaid.

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

Broken Leave.

(d) The annual leave shall be given and taken in a continuous period or, if the employee and the employer so agree, in two separate periods and not otherwise.

Calculation of Continuous Service.

(e) For the purposes of this clause service shall be deemed to be continuous notwithstanding—

- (i) any interruption or determination of the employment by the employer if such interruption or determination has been made more by the intention of avoiding obligations hereunder in respect of leave of absence;
 (ii) any absence from work on account of personal sickness or accident or on account of leave lawfully granted by the employer; or
 (iii) any absence with reasonable cause proof whereof shall be upon the employee.

In cases of personal sickness or accident or absence with reasonable cause the employee to become entitled to the benefit of this sub-clause shall inform the employer in writing if practicable within 24 hours of the commencement of such absence of his inability to attend for duty and as far as practicable the nature of the illness injury or cause and the estimated duration of his absence. A notification given by an employee pursuant to clause 11 shall be accepted as a notification under this sub-clause.

Any absence from work by reason of any cause not being a cause specified in this sub-clause shall not be deemed to break the continuity of service for the purposes of this clause unless the employer during the absence or within fourteen days of the termination of the absence notifies the employee in writing that such absence will be regarded as having broken the continuity of service.

In cases of individual absenteeism such notice shall be given in writing to the employee concerned, but in cases of concerted or collective absenteeism notices may be given to employees by the posting up of a notification in the plant, in the manner in which general notifications to employees are usually made in that plant and by posting to the union whose members have participated in such concerted or collective absenteeism a copy of same not later than the day it is posted up in the plant.

A notice to an individual employee may be given by delivering same to him personally or by posting it to his last recorded address, in which case it shall be deemed to have reached him in due course of post.

In calculating the period of twelve months' continuous service any such absence as aforesaid shall not, except to the extent of not more than fourteen days in a twelve-monthly period in the case of sickness or accident, be taken into account in calculating the period of twelve months' continuous service.

Calculation of Service.

(f) Service before the date of operation of this Determination shall be taken into consideration for the purpose of calculating annual leave, but an employee shall not be entitled to leave or payment in lieu thereof for any period in respect of which leave or a payment in lieu thereof has been allowed or made under the clause hereby revoked. Provided however, that in respect of service before the 1st January, 1946, the annual leave shall be allowed at the rate of 3½ hours for each completed one month of continuous service and in respect of service after that date at the rate of 7½ hours for each completed one month of continuous service. Any broken part of a month served before the 1st January, 1946, shall for the purposes of this clause be deemed to be service after the 1st January, 1946. The period of annual leave to be allowed under this sub-clause shall be calculated to the nearest day any broken part of a day in the result not exceeding half a day to be disregarded.

Where the employer is a successor or assignee or transferee of a business if an employee was in the employment of the employer's predecessor at the time when he became such successor or assignee or transferee the employee in respect of the period during which he was in the service of the predecessor shall for the purpose of this clause be deemed to be in the service of the employer.

Calculation of Month.

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

Leave to be Taken.

(h) The annual leave provided for by this clause shall be allowed and shall be taken and except as provided by sub-clause (l) hereof payment shall not be made or accepted in lieu of annual leave.

Time of Taking Leave.

(i) Annual leave shall be given at a time fixed by the employer within a period not exceeding three months from the date when the right to annual leave accrued and after not less than two weeks' notice to the employee.

Leave Allowed Before Due Date.

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

Where leave has been granted to an employee pursuant to this sub-clause before the right thereto has accrued due and the employee subsequently leaves or is discharged from the service of the employer before completing the twelve months' continuous service in respect of which the leave was granted the employer may for each one complete month of the qualifying period of twelve months not served by the employee deduct from whatever remuneration is payable upon the termination of the employment one-twelfth of the amount of wage paid on account of the annual leave, which amount shall not include any sums paid for any of the holidays prescribed by clause 10 of this Determination.

Payment for Period of Leave.

(k) Each employee before going on leave shall be paid two weeks' wages, except a seven-days shift worker who shall be paid the amount of wage he would have received in respect of the ordinary time which he would have worked had he not been on leave during the relevant periods. For the purposes of this sub-clause and sub-clause (l) hereof, wages shall be at the rate prescribed by clause 2 of this Determination for the occupation in which the employee was ordinarily employed immediately prior to the commencement of his leave or the termination of his employment, as the case may be. Payment in the case of employees employed on piece or bonus work or any other system of payment by results shall be at time rates.

Proportionate Leave on Dismissal.

(l) If after one month's continuous service in any qualifying twelve-monthly period an employee lawfully leaves his employment or his employment is terminated by the employer through no fault of the employee, the employee shall be paid at his ordinary rate of wage for 3½ hours in respect of each completed one month of continuous service before the 1st January, 1946, and for 7½ hours at the same rate in respect of each completed month of continuous service after that date, the service in each case being service in respect of which leave has not been granted hereunder.

Annual Close Down.

(m) Where an employer closes down his plant, or a section or sections thereof, for the purposes of allowing annual leave to all or the bulk of the employees in the plant, or section or sections concerned, the following provisions shall apply—

- (i) He may by giving not less than one month's notice of his intention so to do stand off for the duration of the close down all employees in the plant or section or sections concerned, and allow to those who are not then qualified for two full weeks' leave, paid leave on a proportionate basis of one-sixth of a week's leave for each completed month of continuous service.
- (ii) An employee who has then qualified for two full weeks' leave, and has also completed a further month or more of continuous service shall be allowed his leave, and shall also be paid one-sixth of a week's wages in respect of each completed month of continuous service performed since the close of his last twelve-monthly qualifying period.
- (iii) The next twelve-monthly qualifying period for each employee affected by such close down shall commence from the day on which the plant, or section or sections concerned is re-opened for work.
- (iv) If in the first year of his service with an employer an employee is allowed proportionate annual leave under paragraph (i) hereof, and subsequently within such year lawfully leaves his employment or his employment is terminated by the employer through no fault of the employee, he shall be entitled to the benefit of sub-clause (l) of this clause subject to adjustment for any proportionate leave which he may have been allowed as aforesaid.

SMOKE-OH.

13. A "smoke-oh" period of 15 minutes without deduction of pay shall be allowed as follows:—

(a) To shift workers—

At intervals of not less than 2 hours nor more than 2½ hours after the commencement of work or of recommencing work after a meal break. Provided that where a meal break occurs within any such interval of 2½ hours the employee shall not be entitled to a "smoke-oh" during that interval.

(b) To other workers—

Each morning between the hours of 9.30 and 10.30 and each afternoon between the hours of 2.30 and 3.30.

CHANGING TIME.

14. Employers shall allow all employees 5 minutes changing time at the end of the ordinary day's work and such time shall be counted as time worked.

TEMPORARY WORKERS.

15. Temporary workers shall be paid at the rate of time and a third but the rates payable to such employees for overtime shall be based on the rates payable to an ordinary worker.

LIMITATION OF PENALTY RATES.

16. Where under any provision in this Determination (other than the provision contained in clause 9 (ii)), cumulative penalty rates would entitle an employee to a sum in excess of three times the ordinary week-day rate per hour of a permanent worker performing like work, the rate payable to such employee, whilst he is employed at work for which penalty rates are provided, shall not exceed three times the ordinary week-day rate referred to; excepting where an employee is called upon to work through a meal time on a Sunday or a holiday.

DEFINITIONS.

17. (a) A temporary worker shall mean any person who is employed for less than three full consecutive working days. Saturdays, Sundays, and holidays are not to be counted as working days, i.e., Friday, Monday, and Tuesday would be three consecutive working days whether Saturday or Sunday is worked or not.

(b) Juvenile worker shall mean a person under 21 years of age, other than an apprentice or an improver, who may be employed at—

- Patting, wrapping, stamping, or branding;
- Labelling, keying, wiping tins, and carrying off from filling table;
- Filling or cleaning tins, jars, or moulds;
- Weighing, filling, emptying, stacking, capping, sealing, opening, packing, cleaning, or sterilizing tins, cartons, or bottles;
- Taking away from machines;
- Wrapping premier jus for oleo presses, washing margarine boxes, and assisting potman cleaning up; weighing and closing tins.

MEAL ALLOWANCE.

18. An employee required to work overtime for more than one and a quarter hours after the time of ending work in clause 6, shall be paid 2s. tea money unless notified on the previous day that his services will be needed. If having been notified accordingly he has provided himself with a meal he shall receive, in the event of the work not being done or ceasing before respective meal times, 2s. for each meal so provided.

WEIGHT CARRYING.

19. No female over the age of eighteen years shall be required to carry a greater weight than thirty pounds. Section 207 of the *Factories and Shops Act 1928* (No. 3677) provides that—"No person employing any girl under the age of eighteen years in a factory or shop shall permit such girl while so employed to lift or carry a greater weight than twenty-five pounds".

WET WORK.

20. When female employees are engaged in wet work, employers shall take reasonable precautions to protect such employee from getting wet.

FIRST-AID CHEST.

21. A first-aid chest, with all necessaries for same, shall be provided.

MIXED FUNCTIONS.

22. Any person engaged on two or more classes of work in any day shall be paid at the highest rates prevailing for that day.

DINING AND DRESSING ROOMS.

23. Proper dining and dressing rooms shall be provided, and shall be kept in a sanitary condition by the employer.

WASHING DOWN.

24. For the purposes of washing down, hoses and water taps must be provided at convenient places.

PAYMENT OF WAGES.

25. All employees to be paid weekly, and in the time of the employer.

MINIMUM OF WORK.

26. All persons who are engaged for work shall be paid for eight hours' work at least on week days and three and a half hours' work at least on Saturday, even if they are not required to work.

WAITING TIME.

27. When an employee has been notified to start work at a certain hour, but is not put on at such hour, the time that the employee is kept waiting shall be treated as time of duty.

WASHING FACILITIES.

28. A proper place shall be provided for the purpose of washing clothes.

RIGHT OF ENTRY OF UNION OFFICIALS.

29. The Secretary or Assistant Secretary of the Federated Cold Storage and Meat Preserving Employees' Union of Australasia shall be allowed to inspect all time and wages books at the place at which the time book or other record is kept between the hours of 10 a.m. and 2 p.m. on any working day excepting pay day or on the day immediately preceding pay day.

APRONS TO BE PROVIDED.

30. Aprons shall be provided by the employer for employees doing the following classes of work—

- (a) Males—Retort hands; potmen and assistants; washing cans; handling gravy pots; attending potato or vegetable machines; dicing machines, or mixers in canning process.
- (b) Females—Putting meat into cans, or hand peeling potatoes or vegetables.

CLOGS OR PROTECTIVE FOOTWEAR TO BE PROVIDED.

31. Clogs or protective footwear shall be provided for wet work.

Persons employed in connexion with dehydration of meat.

32. † WAGES PER WEEK.

* IMPROVERS AND JUVENILE WORKERS.

Under 17 years of age	17 years of age	18 years of age	19 years of age	20 years of age	s. d.	PROPORTION OF IMPROVERS.
..	43 0	One improver to every 25 or fraction of 25 workers receiving not less than the minimum wage.
..	54 9	
..	70 0	
..	96 0	
..	100 0	

* The Board has determined that no apprentices shall be employed in this section.

OTHER EMPLOYEES.

	£	s.	d.
Leading hand, i.e., a person in charge of a department or shift (Provided that where four or less retorts are in operation, the leading hand shall perform mixed functions and take charge of shift).	6	10	0
Retort hand	6	0	6
Band saw operator	6	0	6
All others	5	16	6

† The above rates include a war loading of 3s. per week for adults and proportionate amounts for juniors.

SHIFT WORK.

33. (a) The ordinary hours of shift-workers shall be 44 per week, to be worked in 5 shifts of 8 hours 48 minutes on Monday to Friday inclusive or 5 shifts of 8 hours and one shift (Saturday) of 4 hours.

(b) Such shifts shall be rostered.

(c) Shift-workers whilst on afternoon or night shift shall be paid 12½ per cent. in addition to the rates shown in Clause 32.

Definition.—Afternoon shift means any shift finishing after 6 p.m. and at or before midnight.

Night shift means any shift finishing subsequent to midnight and at or before 8 a.m.

WEEKLY WAGES.

34. All employees (other than temporary workers) ready, willing, and available for work shall be paid the full weekly wage fixed herein irrespective of the number of hours worked.

ORDINARY WEEK'S WORK (other than Shift Workers).

35. The number of hours which shall constitute a week's work shall be 44 which may be worked in periods not exceeding 8 hours 10 minutes on each day from Monday to Friday and 3 hours 10 minutes on Saturday, or in periods not exceeding 8 hours 48 minutes on each day from Monday to Friday.

TIMES OF BEGINNING AND ENDING WORK (other than Shift Workers).

36. The times of beginning and ending work each day shall be as follows:—

(a) In places where work is done on Saturday—

	Time of Beginning	Time of Ending.
Mondays to Fridays	7.15 a.m.	5 p.m.
Saturdays	7.15 a.m.	11 a.m.

(b) In places where work is not done on Saturday—

Mondays to Fridays	7.15 a.m.	5.30 p.m.
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OVERTIME.

37. The following rates shall be paid for overtime:—

(a) Shift-workers—for all work done in excess of 8 hours per day, or in excess of 44 hours per week overtime shall be paid—

(i) When the week's work is done in six days—Time and a half on prevailing rates shall be paid provided that if any such overtime is done after 1.40 p.m. on a Saturday, double time on prevailing rates shall be paid for work so done after such hour on such day.

(ii) When the week's work is done in five days—All work done before noon on a Saturday shall be paid for at the rate of time and a half on prevailing rates and for all work done after such hour double time on prevailing rates shall be paid.

(iii) When shifts are worked on six days in a week and the total hours worked exceed 44 hours in that week, overtime shall be paid for the excess time over 44 hours.

(b) Others (not being shift-workers)—

(i) Outside the hours fixed in clause 36 (except after 12 noon on Saturday, when the rate shall be double time); time and a half.

(ii) Within the hours fixed in clause 36, in excess of the hours fixed in clause 35; time and a half.

MINIMUM OF OVERTIME.

38. Employees called upon to work after meal time as provided in clause 39 after ordinary ceasing time shall be provided with a minimum of two hours' work, or shall be entitled to two hours' payment; but such payment shall not exceed three times the ordinary week-day rate payable to permanent employees.

MEAL HOURS.

General Conditions.

39. (i) Employees working at night shall not work continuously for more than four hours without an interval of one hour for a meal, except where a person other than a shift worker has had the ordinary tea hour and is finishing before midnight.

(ii) Meal hour if worked shall be paid for at double time on prevailing rates; same to continue until such time as the employee has a full hour of leisure for a meal.

Shift Workers Only.

(iii) One half hour shall be allowed for crib in each shift which shall be counted as working time, and shall be taken at appropriate times to ensure that the quality of the product is maintained at the highest standard and with due regard to the convenience of the employees.

(iv) If a shift worker is required to work overtime he shall be entitled to a further meal at the end of the shift and before commencing such overtime.

Employees other than Shift Workers.

Breakfast.—A period of one hour at a time of the day to be arranged between employer and employees shall be allowed for breakfast to any person who commences work before 7.15 a.m.

Dinner.—A period of one hour between 12 noon and 1.30 p.m. shall be allowed for dinner.

Tea.—A period of one hour between 5 p.m. and 6 p.m. (when work is to continue after 6 p.m.) shall be allowed for tea.

SUNDAYS AND HOLIDAYS.

40. (a) Double time shall be paid for work done between 8 a.m. and 5 p.m. on Sundays and on the following holidays, viz:—Christmas Day, Boxing Day, New Year's Day, Australia Day, Labour Day, Good Friday, Easter Monday, Anzac Day, King's Birthday, Union Picnic Day, and Melbourne Cup Day; but if any other day be by Act of Parliament or Proclamation substituted for the above-mentioned holidays, the special rate shall be payable for work done only on the day so substituted. Overtime at the rate of time and a half, calculated on the special rate mentioned in this clause, shall be paid for work done before 8 a.m. or after 5 p.m. on Sundays and holidays.

(b) Employees called upon to work on Sundays or holidays shall be provided with four hours' work, or shall be paid for four hours' work; but such payment shall not exceed three times the ordinary week-day rate payable to permanent employees.

(c) Employees (other than temporary workers) not called upon to work on a holiday shall be paid for such holiday at ordinary rates provided that any portion of the working week is or has been worked by them.

Notwithstanding the provisions of sub-clause (c) an employee who does not work on Anzac Day shall not be entitled to payment for such holiday.

SICK LEAVE.

41. (a) Any employee who has been in the employment of the same employer for a period of not less than three months and who does not attend for duty shall lose his pay for the actual time lost unless such employee produces or forwards within 24 hours of the commencement of such absence evidence satisfactory to the employer that his non-attendance was due to personal ill-health or accident necessitating such absence, but such employee shall not be entitled to payment for non-attendance on the ground of personal ill-health or accident for more than six days in each year or a proportionately less time during any shorter period of employment.

(b) Notwithstanding the provisions of sub-clause (a) hereof, if the full period of sick leave as prescribed is not taken in any year, such portion as is not taken shall be cumulative from year to year up to a period not exceeding twelve days which shall be the maximum amount of leave to which any employee shall be entitled in any year without deduction of pay.

For the purposes of this sub-clause, service prior to 1st May, 1943, shall be disregarded.

ANNUAL LEAVE.

Period of Leave.

42. (a) A period of fourteen consecutive days' leave shall be allowed annually to an employee after twelve months' continuous service (less the period of annual leave) as an employee in any one or more of the occupations to which this Determination applies.

Seven-day Shift Workers.

(b) In addition to the leave hereinbefore prescribed seven-day shift workers, that is shift workers who are rostered to work regularly on Sundays and holidays shall be allowed seven consecutive days' leave including non-working days.

Where an employee with twelve months' continuous service is engaged for part of the twelve-monthly period as a seven-day shift worker, he shall be entitled to have the period of fourteen consecutive days' annual leave prescribed in sub-clause (a) hereof increased by half a day for each month he is continuously engaged as aforesaid.

Annual Leave Exclusive of Public Holidays.

(c) Subject to this sub-clause the annual leave prescribed by this clause shall be exclusive of any of the holidays prescribed by clause 40 of this Determination, and if any such holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day, there shall be added to that period one day for each such holiday falling as aforesaid.

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

Broken Leaves.

(d) The annual leave shall be given and taken in a continuous period or, if the employee and the employer so agree, in two separate periods and not otherwise.

Calculation of Continuous Service.

(e) For the purposes of this clause service shall be deemed to be continuous notwithstanding—

- (i) any interruption or determination of the employment by the employer if such interruption or determination has been made merely with the intention of avoiding obligations hereunder in respect of leave of absence;
- (ii) any absence from work on account of personal sickness or accident or on account of leave lawfully granted by the employer; or
- (iii) any absence with reasonable cause proof whereof shall be upon the employee.

In cases of personal sickness or accident or absence with reasonable cause the employee to become entitled to the benefit of this sub-clause shall inform the employer in writing if practicable within 24 hours of the commencement of such absence of his inability to attend for duty and as far as practicable the nature of the illness injury or cause and the estimated duration of his absence. A notification given by an employee pursuant to clause 41 shall be accepted as a notification under this sub-clause.

Any absence from work by reason of any cause not being a cause specified in this sub-clause shall not be deemed to break the continuity of service for the purposes of this clause unless the employer during the absence or within fourteen days of the termination of the absence notifies the employee in writing that such absence will be regarded as having broken the continuity of service.

In cases of individual absenteeism such notice shall be given in writing to the employee concerned, but in cases of concerted or collective absenteeism notice may be given to employees by the posting up of a notification in the plant, in the manner in which general notifications to employees are usually made in that plant and by posting to the union whose members have participated in such concerted or collective absenteeism a copy of same not later than the day it is posted up in the plant.

A notice to an individual employee may be given by delivering same to him personally or by posting it to his last recorded address, in which case it shall be deemed to have reached him in due course of post.

In calculating the period of twelve months' continuous service any such absence as aforesaid shall not, except to the extent of not more than fourteen days in a twelve-monthly period in the case of sickness or accident, be taken into account in calculating the period of twelve months' continuous service.

Calculation of Service.

(f) Service before the date of operation of this Determination shall be taken into consideration for the purpose of calculating annual leave, but an employee shall not be entitled to leave or payment in lieu thereof for any period in respect of which leave or a payment in lieu thereof has been allowed or made under the clause hereby revoked. Provided however, that in respect of service before the 1st January, 1946, the annual leave shall be allowed at the rate of 3½ hours for each completed one month of continuous service and in respect of service after that date at the rate of 7½ hours for each completed one month of continuous service. Any broken part of a month served before the 1st January, 1946, shall for the purposes of this clause be deemed to be service after the 1st January, 1946. The period of annual leave to be allowed under this sub-clause shall be calculated to the nearest day any broken part of a day in the result not exceeding half a day to be disregarded.

Where the employer is a successor or assignee or transferee of a business if an employee was in the employment of the employer's predecessor at the time when he became such successor or assignee or transferee the employee in respect of the period during which he was in the service of the predecessor shall for the purpose of this clause be deemed to be in the service of the employer.

Calculation of Month.

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

Leave to be Taken.

(h) The annual leave provided for by this clause shall be allowed and shall be taken and except as provided by sub-clause (i) hereof payment shall not be made or accepted in lieu of annual leave.

Time of Taking Leave.

(i) Annual leave shall be given at a time fixed by the employer within a period not exceeding three months from the date when the right to annual leave accrued and after not less than two weeks' notice to the employee.

Leave Allowed Before Due Date.

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

Where leave has been granted to an employee pursuant to this sub-clause before the right thereto has accrued due and the employee subsequently leaves or is discharged from the service of the employer before completing the twelve months' continuous service in respect of which the leave was granted the employer may for each one complete month of the qualifying period of twelve months not served by the employee deduct from whatever remuneration is payable upon the termination of the employment one-twelfth of the amount of wage paid on account of the annual leave, which amount shall not include any sums paid for any of the holidays prescribed by clause 40 of this Determination.

Payment for Period of Leave.

(k) Each employee before going on leave shall be paid two weeks' wages, except a seven-days shift worker who shall be paid the amount of wage he would have received in respect of the ordinary time which he would have worked had he not been on leave during the relevant periods. For the purposes of this sub-clause and sub-clause (l) hereof, wages shall be at the rate prescribed by clause 32 of this Determination for the occupation in which the employee was ordinarily employed immediately prior to the commencement of his leave or the termination of his employment, as the case may be. Payment in the case of employees employed on piece or bonus work or any other system of payment by results shall be at time rates.

Proportionate Leave on Dismissal.

(l) If after one month's continuous service in any qualifying twelve-monthly period an employee lawfully leaves his employment or his employment is terminated by the employer through no fault of the employee, the employee shall be paid at his ordinary rate of wage for 3½ hours in respect of each completed one month of continuous service before the 1st January, 1946, and for 7½ hours at the same rate in respect of each completed month of continuous service after that date, the service in each case being service in respect of which leave has not been granted hereunder.

Annual Close Down.

(m) Where an employer closes down his plant, or a section or sections thereof, for the purposes of allowing annual leave to all or the bulk of the employees in the plant, or section or sections concerned, the following provisions shall apply—

- (i) He may by giving not less than one month's notice of his intention so to do stand off for the duration of the close down all employees in the plant or section or sections concerned, and allow to those who are not then qualified for two full weeks' leave, paid leave on a proportionate basis of one-sixth of a week's leave for each completed month of continuous service.
- (ii) An employee who has then qualified for two full weeks' leave, and has also completed a further month or more of continuous service shall be allowed his leave, and shall also be paid one-sixth of a week's wages in respect of each completed month of continuous service performed since the close of his last twelve-monthly qualifying period.
- (iii) The next twelve-monthly qualifying period for each employee affected by such close down shall commence from the day on which the plant, or section or sections concerned is re-opened for work.
- (iv) If in the first year of his service with an employer an employee is allowed proportionate annual leave under paragraph (i) hereof, and subsequently within such year lawfully leaves his employment or his employment is terminated by the employer through no fault of the employee, he shall be entitled to the benefit of sub-clause (i) of this clause subject to adjustment for any proportionate leave which he may have been allowed as aforesaid.

SMOKE-OH.

43. A "smoke-oh" period of 15 minutes without deduction of pay shall be allowed as follows:—

(a) To shift workers—

At intervals of not less than 2 hours nor more than 2½ hours after the commencement of work or of recommencing work after a meal break. Provided that where a meal break occurs within any such interval of 2½ hours the employee shall not be entitled to a "smoke-oh" during that interval.

(b) To other workers—

Each morning between the hours of 9.30 and 10.30 and each afternoon between the hours of 2.30 and 3.30.

CHANGING TIME.

44. Employers shall allow all employees 5 minutes changing time at the end of the ordinary day's work and such time shall be counted as time worked.

TEMPORARY WORKERS.

45. Temporary workers shall be paid at the rate of time and a third but the rates payable to such employees for overtime shall be based on the rates payable to an ordinary worker.

LIMITATION OF PENALTY RATES.

46. Where under any provision in this Determination (other than the provision contained in clause 39 (ii)), cumulative penalty rates would entitle an employee to a sum in excess of three times the ordinary week-day rate per hour of a permanent worker performing like work, the rate payable to such employee, whilst he is employed at work for which penalty rates are provided, shall not exceed three times the ordinary week-day rate referred to; excepting where an employee is called upon to work through a meal time on a Sunday or a holiday.

DEFINITIONS.

47. (a) A temporary worker shall mean any person who is employed for less than three full consecutive working days. Saturdays, Sundays, and holidays are not to be counted as working days, i.e., Friday, Monday, and Tuesday would be three consecutive working days whether Saturday or Sunday is worked or not.

(b) Juvenile worker shall mean a person under 21 years of age, other than an improver, who may be employed at—

- Patting, wrapping, stamping, or branding;
- Labelling, keying, wiping tins, and carrying off from filling table;
- Filling or cleaning tins, jars, or moulds;
- Weighing, filling, emptying, stacking, capping, sealing, opening, packing, cleaning, or sterilizing tins, cartons, or bottles;
- Taking away from machines;
- Picking meat from bones.

MEAL ALLOWANCE.

48. An employee required to work overtime for more than one and a quarter hours after the time of ending work in clause 36 shall be paid 2s. tea money unless notified on the previous day that his services will be needed. If having been notified accordingly he has provided himself with a meal he shall receive, in the event of the work not being done or ceasing before respective meal times, 2s. for each meal so provided.

WEIGHT CARRYING.

49. No female over the age of eighteen years shall be required to carry a greater weight than thirty pounds. Section 207 of the *Factories and Shops Act 1928* (No. 3677) provides that—"No person employing any girl under the age of eighteen years in a factory or shop shall permit such girl while so employed to lift or carry a greater weight than twenty-five pounds".

WET WORK.

50. When female employees are engaged in wet work, employers shall take reasonable precautions to protect such employees from getting wet.

FIRST-AID CHEST.

51. A first-aid chest, with all necessaries for same, shall be provided.

MIXED FUNCTIONS.

52. Any person engaged on two or more classes of work in any day shall be paid at the highest rates prevailing for that day.

DINING AND DRESSING ROOMS.

: Proper dining and dressing rooms shall be provided, and shall be kept in a sanitary condition by the employer.

WASHING DOWN.

For the purposes of washing down, hoses and water taps must be provided at convenient places.

PAYMENT OF WAGES.

55. All employees to be paid weekly, and in the time of the employer.

MINIMUM OF WORK.

56. All persons who are engaged for work shall be paid for eight hours' work at least on week days and three and a half hours' work at least on Saturday, even if they are not required to work.

WAITING TIME.

57. When an employee has been notified to start work at a certain hour, but is not put on at such hour, the time that the employee is kept waiting shall be treated as time of duty.

WASHING FACILITIES.

58. A proper place shall be provided for the purpose of washing clothes.

RIGHT OF ENTRY OF UNION OFFICIALS.

59. The Secretary or Assistant Secretary of the Federated Cold Storage and Meat Preserving Employees' Union of Australasia shall be allowed to inspect all time and wages books at the place at which the time book or other record is kept between the hours of 10 a.m. and 2 p.m. on any working day excepting pay day or on the day immediately preceding pay day.

APRONS TO BE PROVIDED.

60. Aprons shall be provided by the employer for employees doing the following classes of work—

- (a) Males—Retort hands; washing cans; handling gravy pots;
- (b) Females—Putting meat into cans.

CLOGS OR PROTECTIVE FOOTWEAR TO BE PROVIDED.

61. Clogs or protective footwear shall be provided for wet work.

ALL PERSONS TO WHOM THIS DETERMINATION APPLIES.

PERIODICAL ADJUSTMENT OF WAGES.

62. The wages rates for males set out in clauses 2 and 32 are based upon the following basic wage, and pursuant to and in accordance with the provisions of section 21 of the *Factories and Shops Act 1934*, the Board hereby determines that such rates shall be automatically increased or decreased by the same amount, and at the same time as such basic wage. Provided that the wages of apprentices, improvers, juvenile workers and of females shall be adjusted proportionately to adjustments of the basic wage, such adjustments to be to the nearest 3d., half or less than half of 3d. to be disregarded.

The basic wage shown hereunder shall be adjusted as prescribed in clause 63.

Basic Wage.

Place.	Basic Wage.	Index Number Set Assigned.
Throughout the State	£ s. d. 4 12 0	Melbourne

ADJUSTMENT OF BASIC WAGE.

63. (a) Until the beginning of the first pay period to commence in May, 1946, the amount of the basic wage shall be as prescribed in clause 62.

(b) During each future successive period beginning with the first pay period to commence in a May, an August, a November or a February, the amounts of the basic wage shall be adjusted by the following method according to the position and fluctuations (if any), of the Commonwealth Statistician's "All Items" retail price index numbers.

For the purposes of this Determination the expression "Commonwealth Statistician's 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:—

- (1) The index number set to be applied is that assigned to Melbourne.
- (2) The index number for the calendar quarter next preceding the period of or near a quarter for which the adjustment is made is to be ascertained.
- (3) The amount assigned in the following table (or in any extension thereof) to the index number division comprising that number is to be ascertained.
- (4) The basic wage shall be of that assigned amount during such successive period.

Table.

Index Number Divisions.	Basic Wage.	Index Number Divisions.	Basic Wage.
	£ s. d.		£ s. d.
994-1006	4 1 0	1118-1129	4 11 0
1007-1018	4 2 0	1130-1141	4 12 0
1019-1030	4 3 0	1142-1154	4 13 0
1031-1043	4 4 0	1155-1166	4 14 0
1044-1055	4 5 0	1167-1179	4 15 0
1056-1067	4 6 0	1180-1191	4 16 0
1068-1080	4 7 0	1192-1203	4 17 0
1081-1092	4 8 0	1204-1216	4 18 0
1093-1104	4 9 0	1217-1228	4 19 0
1105-1117	4 10 0	1229-1240	5 0 0

Any extension of this table must be of the same construction as the table.

P. A. RANDES, J.P., Chairman.
J. V. WILLOX, Secretary.

Melbourne, 1st March, 1946.



VICTORIA

GOVERNMENT GAZETTE.

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FRIDAY, MARCH 8.

[1946

Factories and Shops Acts.

DETERMINATION OF THE SAUSAGE CASINGS BOARD.

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

IN accordance with the provisions of the Factories and Shops Acts, the Wages Board appointed to "determine the lowest prices or rates which may be paid to any person or persons or classes of persons employed in the process, trade, or business of preparing or cleaning casings for sausages or similar products" has made the following Determination, namely:—

1. That on the 1st January, 1946, the last previous Determination of this Board shall be revoked and replaced by this Determination.

2.

WAGES.

											Wages per Week of 44 Hours.		
<i>Juvenile Workers.</i>													
											<i>s. d.</i>		
14 years of age and under 17 years of age	41	0
17 " " " 18 " "	52	9
18 " " " 19 " "	63	6
19 " " " 20 " "	74	6
20 " " " 21 " "	99	9

		Weekly Rate.	War Loading (Non-adjustable).	Total Weekly Wage.
<i>Other Employees.</i>		<i>s. d.</i>	<i>s. d.</i>	<i>s. d.</i>
Persons employed at Casing Factories	..	126 0	4 0	130 0
Pullers-off and strippers upon the produce of animals slaughtered for local trade	..	120 0	3 0	123 0

	Wages per Day.					
	Monday to Friday.			Saturday.		
	Daily Rate.	War Loading (Non-adjustable).	Total Daily Wage.	Daily Rate.	War Loading (Non-adjustable).	Total Daily Wage.
	<i>s. d.</i>	<i>d.</i>	<i>s. d.</i>	<i>s. d.</i>	<i>d.</i>	<i>s. d.</i>
Pullers-off and strippers upon the produce of animals slaughtered for export trade	22 8	9	23 5	12 8	3	12 11

PROHIBITION OF EMPLOYMENT.

3. The Board determines that no person under the age of 21 years shall be employed except as a "juvenile worker" as defined by Clause 4.

DEFINITION.

4. A juvenile worker shall mean a person under 21 years of age employed only in performing one or more of the following tasks, viz.:—Dry gut work, turning middles and bungs, blowing and tying weasands and bladders, measuring, selecting, salting, working behind scraping machines, splitting beef runners.

5. TIMES OF BEGINNING AND ENDING WORK :—

Men Receiving and Tanking—

	Time of Beginning.	Time of Ending.
From Monday to Friday inclusive	8.30 a.m.	5.21 p.m.
Saturday	8.30 a.m.	12 noon.

Persons employed as pullers-off and strippers at Abattoirs or Freezing Works (export trade or local trade):—

From Monday to Friday inclusive	7.45 a.m.	4.55 p.m.
Saturday	7.45 a.m.	10.55 a.m.

All other employees—

From Monday to Friday inclusive	7.30 a.m.	4.21 p.m.
Saturday	7.30 a.m.	11 a.m.

MEAL TIME.

6. (a) Persons employed as pullers-off and strippers at Abattoirs or Freezing Works (export trade or local trade) shall be allowed a meal period of not less than one hour between 12 noon and 1.15 p.m.

(b) All other employees shall be allowed a meal period of not less than 45 minutes between 12 noon and 1 p.m.

(c) The meal periods provided for in sub-clauses (a) and (b) hereof shall not be calculated as time worked.

OVERTIME.

7. All time worked outside the times of beginning and ending work each day shall be paid for at the rate of time and a half for the first four hours and double time thereafter.

SPECIAL RATES.

8. Double time shall be paid for all work done on Sundays, Christmas Day, Boxing Day, New Year's Day, Australia Day, Labour Day, Good Friday, Easter Monday, Cup Day, and Butchers' Picnic Day; but if any other day be by Act of Parliament or Proclamation substituted for any of the above-named holidays, the special rate shall only be payable for work done on the day so substituted.

HOLIDAYS.

9. (c) All employees shall be entitled to the ten holidays hereinafter mentioned without any deduction from the weekly or daily rate of pay (as the case may be), provided that any such employee has been employed during any portion of the working week, viz.:—Christmas Day, Boxing Day, New Year's Day, Australia Day, Labour Day, Anzac Day, Good Friday, Easter Monday Cup Day, and Butchers' Picnic Day.

(b) In the event of an employee being required to work on a public holiday, he shall, except excused by the employer, do so at the rate prescribed or shall not be entitled to payment for such holiday.

TERMS OF ENGAGEMENT.

10. Employment shall be by the week and any employee (other than pullers off and strippers upon the produce of animals slaughtered for the export trade) willing and available to work shall in respect of each week of his employment be paid the full weekly wage fixed by this Determination; provided that such employee not attending for duty shall, except as provided by clause 12 of this Determination, lose his pay for the actual time of such non-attendance; provided further that this does not interfere with the right of the employer to dismiss an employee at any time without giving reasons and that such employee shall be paid up to the time of dismissal only.

ANNUAL LEAVE.

Period of Leave.

11. (a) A period of fourteen consecutive days' leave shall be allowed annually to an employee after twelve months' continuous service (less the period of annual leave) as an employee in any one or more of the occupations to which this Determination applies.

Seven-day Shift Workers.

(b) In addition to the leave hereinbefore prescribed seven-day shift workers, that is shift workers who are rostered to work regularly on Sundays and holidays shall be allowed seven consecutive days' leave including non-working days.

Where an employee with twelve months' continuous service is engaged for part of the twelve-monthly period as a seven-day shift worker, he shall be entitled to have the period of fourteen consecutive days' annual leave prescribed in sub-clause (a) hereof increased by half a day for each month he is continuously engaged as aforesaid.

Annual Leave Exclusive of Public Holidays.

(c) Subject to this sub-clause the annual leave prescribed by this clause shall be exclusive of any of the holidays prescribed by clause 9 of this Determination, and if any such holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day, there shall be added to that period one day for each such holiday falling as aforesaid.

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

Broken Leave.

(d) The annual leave shall be given and taken in a continuous period or, if the employee and the employer so agree, in two separate periods and not otherwise.

Calculation of Continuous Service.

(e) For the purposes of this clause service shall be deemed to be continuous notwithstanding—

- (i) any interruption or determination of the employment by the employer if such interruption or determination has been made merely with the intention of avoiding obligations hereunder in respect of leave of absence;
- (ii) any absence from work on account of personal sickness or accident or on account of leave lawfully granted by the employer; or
- (iii) any absence with reasonable cause proof whereof shall be upon the employee.

In cases of personal sickness or accident or absence with reasonable cause the employee to become entitled to the benefit of this sub-clause shall inform the employer in writing if practicable within 24 hours of the commencement of such absence of his inability to attend for duty and as far as practicable the nature of the illness injury or cause and the estimated duration of his absence. A notification given by an employee pursuant to clause 12 shall be accepted as a notification under this sub-clause.

Any absence from work by reason of any cause not being a cause specified in this sub-clause shall not be deemed to break the continuity of service for the purposes of this clause unless the employer during the absence or within fourteen days of the termination of the absence notifies the employee in writing that such absence will be regarded as having broken the continuity of service.

In cases of individual absenteeism such notice shall be given in writing to the employee concerned, but in cases of concerted or collective absenteeism notice may be given to employees by the posting up of a notification in the plant, in the manner in which general notifications to employees are usually made in that plant and by posting to the union whose members have participated in such concerted or collective absenteeism a copy of same not later than the day it is posted up in the plant.

A notice to an individual employee may be given by delivering same to him personally or by posting it to his last recorded address, in which case it shall be deemed to have reached him in due course of post.

In calculating the period of twelve months' continuous service any such absence as aforesaid shall not, except to the extent of not more than fourteen days in a twelve-monthly period in the case of sickness or accident, be taken into account in calculating the period of twelve months' continuous service.

Calculation of Service.

(f) Service before the date of operation of this Determination shall be taken into consideration for the purpose of calculating annual leave, but an employee shall not be entitled to leave or payment in lieu thereof for any period in respect of which leave or a payment in lieu thereof has been allowed or made under the clause hereby revoked. Provided however, that in respect of service before the 1st January, 1946, the annual leave shall be allowed at the rate of 3½ hours for each completed one month of continuous service and in respect of service after that date at the rate of 7½ hours for each completed one month of continuous service. Any broken part of a month served before the 1st January, 1946, shall for the purposes of this clause be deemed to be service after the 1st January, 1946. The period of annual leave to be allowed under this sub-clause shall be calculated to the nearest day any broken part of a day in the result not exceeding half a day to be disregarded.

Where the employer is a successor or assignee or transferee of a business if an employee was in the employment of the employer's predecessor at the time when he became such successor or assignee or transferee the employee in respect of the period during which he was in the service of the predecessor shall for the purpose of this clause be deemed to be in the service of the employer.

Calculation of Month.

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

Leave to be Taken.

(h) The annual leave provided for by this clause shall be allowed and shall be taken and except as provided by sub-clause (l) hereof payment shall not be made or accepted in lieu of annual leave.

Time of Taking Leave.

(i) Annual leave shall be given at a time fixed by the employer within a period not exceeding three months from the date when the right to annual leave accrued and after not less than two weeks' notice to the employee.

Leave Allowed Before Due Date.

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

Where leave has been granted to an employee pursuant to this sub-clause before the right thereto has accrued due and the employee subsequently leaves or is discharged from the service of the employer before completing the twelve months' continuous service in respect of which the leave was granted the employer may for each one complete month of the qualifying period of twelve months not served by the employee deduct from whatever remuneration is payable upon the termination of the employment one-twelfth of the amount of wage paid on account of the annual leave, which amount shall not include any sums paid for any of the holidays prescribed by clause 9 of this Determination.

Payment for Period of Leave.

(k) Each employee before going on leave shall be paid two weeks' wages, except a seven-days shift worker who shall be paid the amount of wage he would have received in respect of the ordinary time which he would have worked had he not been on leave during the relevant periods. For the purposes of this sub-clause and sub-clause (l) hereof, wages shall be at the rate prescribed by clause 2 of this Determination for the occupation in which the employee was ordinarily employed immediately prior to the commencement of his leave or the termination of his employment, as the case may be. Payment in the case of employees employed on piece or bonus work or any other system of payment by results shall be at time rates.

Proportionate Leave on Dismissal.

(l) If after one month's continuous service in any qualifying twelve-monthly period an employee lawfully leaves his employment or his employment is terminated by the employer through no fault of the employee, the employee shall be paid at his ordinary rate of wage for 3½ hours in respect of each completed one month of continuous service before the 1st January, 1946, and for 7½ hours at the same rate in respect of each completed month of continuous service after that date, the service in each case being service in respect of which leave has not been granted hereunder.

Annual Close Down.

(m) Where an employer closes down his plant, or a section or sections thereof, for the purposes of allowing annual leave to all or the bulk of the employees in the plant, or section or sections concerned, the following provisions shall apply—

- (i) He may by giving not less than one month's notice of his intention so to do stand off for the duration of the close down all employees in the plant or section or sections concerned, and allow to those who are not then qualified for two full weeks' leave paid leave, on a proportionate basis of one-sixth of a week's leave for each completed month of continuous service.
- (ii) An employee who has then qualified for two full weeks' leave, and has also completed a further month or more of continuous service shall be allowed his leave, and shall also be paid one-sixth of a week's wages in respect of each completed month of continuous service performed since the close of his last twelve-monthly qualifying period.
- (iii) The next twelve-monthly qualifying period for each employee affected by such close down shall commence from the day on which the plant, or section or sections concerned is re-opened for work.
- (iv) If in the first year of his service with an employer an employee is allowed proportionate annual leave under paragraph (i) hereof, and subsequently within such year lawfully leaves his employment or his employment is terminated by the employer through no fault of the employee, he shall be entitled to the benefit of sub-clause (l) of this clause subject to adjustment for any proportionate leave which he may have been allowed as aforesaid.

SICK LEAVE.

12. (a) Any employee, provided he has had at least three months' continuous employment with the employer, not attending for duty shall lose his pay for the actual time of such non-attendance, unless he produces or forwards within 24 hours of the commencement of such absence evidence satisfactory to his employer that his non-attendance was due to personal accident arising out of and in the course of his employment or to personal ill-health necessitating such absence.

Provided that an employee shall not be entitled to payment for non-attendance on the ground of personal accident or personal ill-health or both for more than six days in each year.

(b) Notwithstanding the provisions of sub-clause (a) hereof if the full period of sick leave as prescribed above is not taken in any year, such portion as is not taken shall be cumulative from year to year up to a period not exceeding twelve days, which shall be the maximum amount of leave to which any employee shall be entitled in any year without deduction of pay.

For the purposes of this sub-clause service prior to 8th June, 1943, shall be disregarded.

TEA MONEY.

13. Employees required to work overtime for more than one and a half hours on any one day without having been notified on the preceding day that they would be required so to work shall be paid the amount of two (2) shillings in addition to any overtime payment to which they may be entitled.

FIRST AID KIT.

14. A first aid kit shall be available at all times and be under the care of a responsible person who shall attend to all cases requiring attention.

APRONS AND LEGGINGS.

15. Aprons and materials for leggings for employees employed in cleaning sheds and abattoirs shall be provided free of charge by the employer.

PERIODICAL ADJUSTMENT OF WAGES.

16. The wages rates for adult weekly paid employees, set out in clause 2, are based upon the following basic wage and pursuant to and in accordance with the provisions of the *Factories and Shops Act 1934*, the Board hereby determines that such rates shall be automatically increased or decreased by the same amount, and at the same time as such basic wage. Provided that adjustments to the rates for adult daily paid employees and juvenile workers shall be made at the same time as follows:—

- (a) The wages per day payable to adult daily paid employees shall be increased or decreased by an amount of 2d. for every 1s. increase or decrease respectively in the basic wage.
- (b) The wages of juvenile workers shall be adjusted proportionately to adjustments of the basic wage, such adjustments to be to the nearest 3d., half or less than half of 3d. to be disregarded, and to be made upon the rates prescribed in the Determination which came into force on the 1st December, 1939.

The basic wage shown hereunder shall be adjusted as prescribed in clause 17.

Basic Wage.

Place.	Basic Wage.	Index Number Set Assigned
	£ s. d.	
Within the area to which this Determination applies	4 12 0	Melbourne

ADJUSTMENT OF BASIC WAGE.

17. (a) Until the beginning of the first pay period to commence in May, 1946, the amount of the basic wage shall be as prescribed in clause 16.

(b) During each future successive period beginning with the first pay period to commence in a May, an August, a November, or a February, the amount of the basic wage shall be adjusted by the following method according to the position and fluctuations (if any) of the Commonwealth Statistician's "All Items" retail price index numbers.

For the purposes of this Determination the expression "Commonwealth Statistician's 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:—

- (1) The index number set to be applied is that assigned to Melbourne.
- (2) The index number for the calendar quarter next preceding the period of or near a quarter for which the adjustment is made is to be ascertained.
- (3) The amount assigned in the following table (or in any extension thereof) to the index number division comprising that number is to be ascertained.
- (4) The basic wage shall be of that assigned amount during such successive period.

Table.

Index Number Divisions.	Basic Wage.	Index Number Divisions.	Basic Wage.
	£ s. d.		£ s. d.
994-1006	4 1 0	1118-1129	4 11 0
1007-1018	4 2 0	1130-1141	4 12 0
1019-1030	4 3 0	1142-1154	4 13 0
1031-1043	4 4 0	1155-1166	4 14 0
1044-1055	4 5 0	1167-1179	4 15 0
1056-1067	4 6 0	1180-1191	4 16 0
1068-1080	4 7 0	1192-1203	4 17 0
1081-1092	4 8 0	1204-1216	4 18 0
1093-1104	4 9 0	1217-1228	4 19 0
1105-1117	4 10 0	1229-1240	5 0 0

Any extension of this table must be of the same construction as the table.

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

J. V. WILLOX, Secretary.

Melbourne, 1st March, 1946.