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Factories and Shops Acts.

DETERMINATION OF THE COMMERCIAL ARTISTS BOARD.

NOTE.—This Determination applies throughout the State of Victoria.

IN accordance with the provisions of the Factories and Shops Acts the Board appointed to “determine the lowest prices or rates which may be paid to any person or persons or classes of persons (other than persons subject to the Determination of any Wages Board heretofore appointed) engaged in the process, trade, business or occupation of making (for reproduction by means of printing processes) original designs, drawings, illustrations or lettering, in colour or otherwise, for advertising purposes, for use in connexion with commerce or industry, or in connexion with the marketing of commodities” has made the following Determination, namely:—

1. That as from the beginning of the first pay period to commence in December, 1950, the last previous Determination of this Board shall be revoked and replaced by this Determination.

WAGES (Adult Artists, other than Apprentices or Improvers).

2. All employees .. .. . £11 9 0 per week of 40 hours.

JUNIORS.

3. (a) No person other than a senior artist shall be employed at any work covered by this Determination otherwise than—  
(i) under a contract of apprenticeship as hereinafter provided;  
(ii) those who prior to the 11th April, 1945, had been employed for at least six months in the trade; or  
(iii) as a female improver.

(b) Proportion.—The proportion of apprentices or improvers in any place shall not exceed:—

Where the Number of Senior Artists Employed is—	Number of Apprentices.	Number of Improvers.
One or Two .. .. .	One	or One
Three or four .. .. .	One Two	and One or and Nil
Five, six, or seven.. .. .	Two Three Four	and Two or and One or and Nil
In excess of seven .. .. .	One additional apprentice or improver for each two additional senior artists in excess of seven	

A senior artist is any adult employee other than an apprentice or an improver.

Notwithstanding anything contained in this Determination, any person who on the 11th April, 1945, was employed for not less than two months in the industry, and whose engagement or continued employment as an apprentice or as an improver, is by this Determination forbidden, shall be entitled to be employed, and shall be paid the scale of wages prescribed for an apprentice or improver of like experience.

(c) Contract of Apprenticeship.—Every contract of apprenticeship hereinafter made shall be on the form of indenture prescribed by the Commercial Artists Board.

(d) Period of Apprenticeship.—The periods of apprenticeship shall be as follows:—

If the apprentice when indentured is under the age of 18 years—5 years; if over the age of 18 years—4 or 5 years, at the option of the contracting parties.

Provided that a person who has completed a full-time Commercial Art course of not less than three years at a school approved by the Wages Board shall be credited with one year of apprenticeship, and a person who has completed a full-time Commercial Art course of not less than four years at such a school shall be credited with two years' apprenticeship. For any such person the period of apprenticeship, including credit granted as above, shall not exceed five years, but may be of four years' duration at the option of the contracting parties.

(e) *Wages of Apprentices.*—The minimum weekly wages of apprentices shall be:—

		Percentage of Basic Wage.	£ s. d.
(i) Five-year term—			
First year	.. .. .	35	2 16 6.
Second year	.. .. .	47	3 16 0.
Third year	.. .. .	64	5 3 6.
Fourth year	.. .. .	85	6 17 6.
Fifth year	.. .. .	100 + 16s.	8 18 0.
(ii) Four-year term—			
First year	.. .. .	42	3 8 0.
Second year	.. .. .	64	5 3 6.
Third year	.. .. .	85	6 17 6.
Fourth year	.. .. .	100 + 16s.	8 18 0.
(f) <i>Wages of Improvers.</i> —The minimum weekly wages of improvers shall be:—			
First year	.. .. .	35	2 16 6.
Second year	.. .. .	47	3 16 0.
Third year	.. .. .	64	5 3 6.
Fourth year	.. .. .	85	6 17 6.
Fifth year	.. .. .	100 + 16s.	8 18 0.

Provided that a person who has completed a full-time Commercial Art course of not less than three years at a school approved by the Wages Board shall be credited with one year of service, and a person who has completed a full-time Commercial Art course of not less than four years at such a school, shall be credited with two years of service. This provision shall apply only to improvers engaged for the first time on or after the 1st September, 1946.

(g) *Probationary Period.*—Minors shall be apprenticed as from the date of commencing work with an employer, but notwithstanding anything contained elsewhere in this Determination the first nine months of service shall be deemed to be a probationary period, and the indenture may be terminated by any party thereto during such period of probation without any obligation to any other party or parties.

(h) *Attendance at Approved Art Schools.*—

- (i) During the currency of the indenture an apprentice shall be permitted by the employer to absent himself during working hours for the purpose of attending art classes or examinations at a school approved by the Commercial Artists Board for a period or periods not exceeding in the aggregate four hours in any week.
- (ii) The apprentice shall also attend evening classes at an Art school approved by the said Board on two evenings each week.
- (iii) An apprentice attending a school or schools as prescribed in sub-clauses (i) and (ii) hereof and presenting reports of satisfactory progress and attendance, to his employer shall be reimbursed all fees paid for such tuition.
- (iv) Until further order schools approved by the said Board shall be:—  
Melbourne Technical College;  
Swinburne Technical College, Glenferrie,  
Gordon Institute of Technology, Geelong;  
Prahran Technical School;  
Technical Art School, Ballarat;  
Caulfield Technical School.

(t) *Cancellation or Suspension of Indenture.*—Subject to the approval of the Secretary for Labour, but not otherwise, an indenture of apprenticeship may be suspended or cancelled—

- (i) by mutual consent;
- (ii) if through lack of orders or financial difficulties an employer is unable to find suitable employment for an apprentice and a transfer to another employer cannot be arranged;
- (iii) if, in the opinion of the Secretary for Labour, circumstances exist which render such suspension or cancellation necessary or desirable.

Any covenant in an indenture inconsistent with the provisions of this clause shall be null and void and of no force or effect.

(j) *Lost Time.*—The apprentice at the end of the calendar period of any year in which he has actually given service to the master upon less than the ordinary working days prescribed in this Determination, or on which he has unlawfully absented himself without the master's consent shall, for every day short of the said number of working days, and for every day of such absence, serve one day, and the calendar period of the succeeding year of his service shall not be deemed to begin until the said additional day or days shall have been served.

Provided that in calculating the extra time to be so served, the apprentice shall be credited with time which he has worked during the relevant year in excess of his ordinary hours.

(k) *Prohibition of Premiums.*—An employer shall not, either directly or indirectly, or by any pretence or device receive from any person or require or permit any person to pay or give any consideration in the nature of a premium or bonus for the taking or binding of any probationer or apprentice.

(l) *Overtime.*—An apprentice under the age of eighteen years shall not be required to work overtime unless he so desires.

(m) *Payment by Results.*—An apprentice or improver shall not work under any system of payment by results.

#### HOURS.

4. (a) The hours of duty of employees shall not exceed eight hours on Monday to Friday inclusive and four hours on Saturday, and shall not exceed 40 hours in any week, to be worked between 8 a.m. and 6 p.m. on Monday to Friday inclusive, and between 8 a.m. and noon on Saturday.

(b) The daily working hours of each office shall be conspicuously displayed in each workroom, and shall continue unchanged until altered by agreement between the employer and his employees.

(c) When the employer desires to work the ordinary working hours in a five-day week, he may do so. The employer and the employees may thereupon agree upon the hours of commencing and finishing work with a starting time not earlier than 7.30 a.m., and a finishing time not later than 6 p.m., and in the event of such agreement being made, the hours so agreed shall be substituted for the hours fixed by this Determination, notwithstanding anything to the contrary contained in clauses 4 (b), 5 (b), and (f) hereof.

#### OVERTIME.

5. (a) All overtime rates earned by an employee shall be paid in full, and no deduction shall be made from such overtime rates by reason of any time not worked by such employee.

(b) All duty performed by employees in excess of or outside the hours mentioned in clause 4 hereof shall be overtime, and shall be paid for at the rate of time and a half for the first three hours and double time thereafter. The maximum overtime worked shall not exceed 24 hours in four consecutive weeks.

(c) (i) Where a weekly employee works on any day of his annual leave or on any public holiday mentioned in clause 7 hereof when he is entitled to be away from his employment, he shall be paid therefor at not less per hour than the hourly rate of his weekly wage, in addition to the weekly wage, and shall be given not less than four hours' work, or pay equivalent thereto.

(ii) Should a weekly employee who has worked on a holiday within the hours of his ordinary working day, work on such holiday before the ordinary hour of commencing work or after the ordinary hour of finishing work, he shall be paid double the ordinary timework rate for the hours worked before the ordinary hour of commencing work or after the ordinary hour of finishing work.

(d) (i) Double time shall be paid for all work done on Saturday afternoon, and (with a minimum of four hours' work or pay equivalent thereto) on Sunday.

(ii) Where the hours of the ordinary working week are worked within five days any work done on the sixth day shall be paid for at time and a half for the first four hours worked before noon and at double time thereafter.

(e) Any employee required to work more than six successive days without a clear interval of 36 hours after the sixth day shall be paid double rates for all work performed by him after the sixth day until he shall have had a clear interval of 36 hours before being required to resume duty.

(f) No employee under 16 years of age shall be employed on overtime. No employee under 17 years of age, nor any female, shall be on duty in any event before 8 a.m. or later than 9 p.m. on any working day, subject to clause 4 hereof.

(g) An employer shall not require or permit any female employee to work overtime after 6 p.m. unless at least one other female person is working with her.

(h) An employee, if called upon to work overtime in excess of one hour after the usual finishing time on any day, shall be paid for two hours' work at overtime rates at the least. Where notice of overtime in excess of one hour has not been given to an employee during the previous day, or where notice of overtime has been given to him, but overtime has not been worked, 2s. shall be paid as an allowance for tea money. The same allowance shall be made for each meal reasonably occurring during such overtime work.

#### TERMS OF EMPLOYMENT AND SICK PAY.

6. (a) No person shall be employed except as—

- (i) a weekly employee; or
- (ii) a casual employee.

(b) A weekly employee, to become entitled to payment of a weekly wage, shall perform such work as the employer shall from time to time require on the days and during the hours usually worked by such employee.

(c) (i) A weekly employee not attending for duty shall lose his pay for the actual time lost unless he produces or forwards within twenty-eight hours of the commencement of such absence evidence or a message satisfactory to the employer that his non-attendance was due to personal ill-health necessitating such absence, but notwithstanding that he may be employed by different employers he shall not be entitled to payment for non-attendance on the ground of personal ill-health for more than 40 hours in each year. Such year shall begin on the 11th April, 1945.

(ii) If an employer within 48 hours after the receipt by him of a written message sent by (or on behalf of) an absent employee, alleging that his absence is due to personal ill-health, fails to despatch or give to the employee a written notice that he does not accept the message as satisfactory evidence of the facts alleged by it, it shall be deemed to be prima facie evidence that the absence of the employee was due to personal ill-health.

(iii) If an employer within 48 hours after the receipt by him of such message despatches, or gives to the employee a written notice that he does not accept such message as satisfactory evidence of personal ill-health, but requires further evidence, the employee must within a reasonable time furnish such further evidence. If the employer requires the employee to obtain a medical certificate or other proof of personal ill-health, he shall pay or refund any fee and incidental expenses necessarily paid or incurred by the employee. The employee shall submit to medical examination at the employer's expense if so required, and shall not obstruct or interfere with inquiries deemed to be necessary by the employer.

(iv) In any case where the period of 48 hours referred to in paragraphs (ii) and (iii) hereof expires after the finish of the last working day in the calendar week, or on a public holiday, the period shall be deemed to extend to noon of the next ordinary working day, and in any case where illness commences after the finish of such last working day the said period of 48 hours shall be deemed to commence at the starting hour of the next ordinary working day.

(v) A weekly employee shall not be entitled to the sick pay benefits of this clause until he has worked in the employment of his employer for a period of three working weeks.

(d) Notwithstanding anything contained in sub-clause (c) (i) 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 120 hours of working time which shall be the maximum amount of leave to which an employee may be entitled in any year without deduction of pay.

(e) (i) The employment of a weekly employee may be terminated by a week's notice on either side or by the employer at his option by payment of a week's wages in lieu of notice, and such notice may be given on any day of the week to take effect one week after the day on which it is given. This shall not affect the right of the employer to dismiss any employee without notice for malingering, inefficiency, neglect of duty or misconduct, and in such case wages shall be paid up to the time of dismissal only, or to deduct payment for any day the employee cannot usefully be employed through any stoppage of work for any cause for which the employer cannot be held responsible.

Provided always that the notice referred to in this paragraph shall not be given so as to take effect concurrently with any annual leave to which the employee may be entitled, and such notice or payment in lieu of notice shall be additional to any bonus payable to the employee under clause 8 of this Determination.

(ii) In the event of work being temporarily stopped by any cause for which the employer cannot be held responsible, and the employee has lost at least two days' pay the employer may inform the employer of his intention to terminate his employment, whereupon the employment shall be terminated without the employee being required to give the week's notice mentioned in paragraph (i) hereof, and he shall be paid such moneys as are due to him under this Determination.

(f) If an employee's services be terminated during the course of the week, he shall be paid all money due to him at the termination of his service, or all money due to such employee shall be forwarded to him by post within 24 hours thereafter. Without prejudice to his liability to legal proceedings in respect of such non-observance, an employer not observing this provision shall pay such employee an extra full day's pay for each day after the employer's usual pay day upon which he applies at the employer's place of business for payment of the amount due to him, and does not receive it.

#### HOLIDAYS.

7. (a) An employee shall be entitled to be absent from his employment without deduction of pay on any holiday. In this Determination "holiday" means the day observed as any of the following days:—New Year's Day, Good Friday, Easter Saturday, Easter Monday, Labour Day, Christmas Day, Boxing Day, Australia Day, King's Birthday, and, within the Metropolitan District, Melbourne Cup Day.

(b) An employer shall not terminate the employment of a weekly employee for the purpose of evading payment for any holiday prescribed by this Determination.

(c) Where an employee is dismissed within one week before any holiday (or within one week before the first day of several holidays), his re-engagement by the same employer within one week after such holiday (or, as the case may be, within one week after the last day of such several holidays), shall be prima facie evidence that his employment was terminated in breach of sub-clause (b) hereof.

(d) Where the employer terminates the employment within one week of a day on which a holiday occurs, the employee shall be paid for such holiday or holidays prescribed by this Determination, provided that such employee had been employed by the employer for a period of at least one week prior to the termination of the employment.

(e) Where an employee is absent from his or her employment on the day before or the day after a public holiday without reasonable excuse or without the consent of the employer, the employee shall not be entitled to payment for such holiday.

(f) When an employee is absent from his or her employment for a period exceeding fourteen days through illness, or with the consent of the employer, the employee shall not be entitled to payment for any public holidays occurring during such period of absence in excess of the period of fourteen days.

(g) The provisions of this clause shall apply only to weekly employees.

#### ANNUAL HOLIDAY.

8. The annual holiday shall be as prescribed by the provisions of the *Factories and Shops (Annual Holidays) Act 1946*, and any amendments which may be made thereto from time to time.

#### CASUAL EMPLOYEES.

9. (a) An employer when engaging a person for casual employment shall inform him then and there that he is to be employed as a casual. Except where this is done the employee shall be a weekly employee. A casual employee, after two weeks of continuous employment as a casual employee, shall become a weekly employee.

(b) If a casual employee commences duty on any day, or is directed to attend for duty and actually attends on any day, such employee shall in respect of such day be paid at the rate herein provided and for six hours at the least, except on Saturday, when he shall be paid for three hours at the least.

- (c) A casual employee shall be paid the hourly rate prescribed for such work, with the addition of 12½ per cent.
- (d) A casual employee, when working overtime shall have his rate of pay as a casual employee increased by the same proportion (i.e., one-half, or double as the case may be) as the weekly worker's rate applicable to the class of work done by the casual employee directed to be increased under this Determination for work done on overtime, with the addition of 12½ per cent.

**WAGES AND PAY DAY.**

- 10. (a) Subject to clause 6 (e) hereof, an employee shall be paid his wages on Thursday or Friday in each week, and not more than two days' pay shall be kept in hand by the employer.
- (b) Notwithstanding anything to the contrary contained herein, an employer shall not be required to pay to an employee any amount which is in dispute as sick pay (should the employee become entitled to the sick pay claimed) until the pay day of the pay week following the pay week in which the claim for sick pay was made to the employer.

**EMPLOYEE MISSING USUAL CONVEYANCE.**

- 11. Whenever the finishing time of any employee working overtime is such as to cause him to miss the usual means of conveyance home, he shall be conveyed home in a suitable manner, without delay, at the expense of the employer.

**MEAL PERIOD.**

- 12. (a) The minimum time allowance for meals shall be three-quarters of an hour, and the maximum allowance one hour. Provided that an employer and a majority of not less than three-fourths of his employees may agree to a reduced period, but not less than half an hour.
- (b) Where an employee is required to work during his usual meal period he shall be paid one-half extra on the hourly rate of his weekly wage for the time so worked, and be allowed his usual meal period as soon as it can be arranged.
- (c) The lunch period of any employee shall be between the hours of noon and 2 p.m.

**SIGNING WORK.**

- 13. Senior Commercial or Industrial Artists shall be entitled to initial or sign any original work they produce wherever permissible by the employer.

**ASSOCIATION OFFICIAL VISITING ESTABLISHMENT.**

- 14. Duly accredited representatives of the Australian Commercial and Industrial Artists Association shall have the right to enter employers' working establishments during the midday meal time for the purpose of interviewing employees on legitimate association business, on the following conditions:—
  - (a) That the representative produces his authority to the employer or his representative.
  - (b) That the representative interviews employees only at places where they are taking their meals.
  - (c) That not more than two such representatives shall at any one time visit or be in any one working establishment, and if there are two representatives they shall both be there at the same time.
  - (d) That if a working establishment shall have been visited by any such representative during a week it shall not be visited afterwards during the same week by any such representative.

**REST PERIOD.**

- 15. Each employee shall be granted a rest period of not less than ten minutes each morning and afternoon. Such rest periods shall be counted as time worked.
- Reasonable facilities shall be provided by the employer for the employee to have refreshments during such intervals, if the employee so desires.

**ACCOMMODATION.**

- 16. An employer in addition to ensuring that the provisions of sub-clauses (a), (b), and (c) hereof are complied with, shall provide as far as possible every convenience and comfort for employees:—
  - (a) A minimum working space of 40 square feet shall be allowed for each employee.
  - (b) For both day and night work, the illumination for any part of an employee's desk shall be at least of 50 foot candles.
  - (c) In places of work where the flooring is of stone, concrete, brick, or other like material, or in any place of work where the flooring is damp or wet because of the nature of the work (as in the case of industrial modellers or sculptors) adequate insulating material such as wood, linoleum, or coir matting, or similar dry material shall be provided to cover the immediate area in which the employee is working.
  - (d) Any employee whose work requires him to be seated shall be provided with a reasonably comfortable chair.
  - (e) The employer shall provide a suitable place for employees to wash their hands.
  - (f) Proper facilities shall be provided by the employer so that the clothing of employees taken off during working hours may be protected from the dust of the workroom.

**PERIODICAL ADJUSTMENT OF WAGES.**

- 17. The wage rate set out in clause 2 is 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*, this Board hereby determines that the said rate shall be automatically adjusted by the same amount and at the same time as such basic wage as prescribed in clause 18.

**BASIC WAGE.**

Place.	Basic Wage (Adjustable).	Index Number Set Assigned.
Throughout the State	£ s. d. 8 2 0	Melbourne

**ADJUSTMENT OF BASIC WAGE.**

- 18. (a) For the purposes of this Determination, the expression "Commonwealth Statistician's 'all items' retail price index numbers" or any like expression means the numbers stated to be such index numbers in any document purporting, and not proved to be wrongly so purporting, to be printed by the Commonwealth Government Printer or to be signed by or on behalf of the Commonwealth Statistician.
- (b) Until the beginning of the first pay period to commence in February, 1951, the amount of the Basic Wage shall be as prescribed in clause 17.
- (c) During each future successive quarterly period beginning with the first pay period to commence in a February, a May an August, or a November, the amount of the basic wage shall be adjusted by the following method, namely, by multiplying the last published Commonwealth Statistician's "all items" retail price index number for the quarter immediately preceding the adjustment by the factor .103 taken to one place of decimals, the resultant whole number being the amount of the basic wage expressed in shillings, but should the decimal number reach .5 or more the basic wage shall be taken to the next higher shilling.
- (d) The wages of apprentices or improvers shall be the appropriate percentages as set out in clause 2, such wages shall be calculated to the nearest 6d., half or less than half of 6d. to be disregarded.

A. V. BARNS, J.P., Chairman.  
J. W. RYAN, Secretary.

Melbourne, 29th November, 1950.