



VICTORIA GOVERNMENT GAZETTE

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[1954

Factories and Shops Acts.

DETERMINATION OF THE FIRE-FIGHTERS 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 (other than Fire Brigade Officers, Special Service Firemen, and other than persons subject to the Determination of any Wages Board heretofore appointed) employed as Permanent Firemen, or (within the Metropolitan Fire District constituted by the *Fire Brigades Act 1928*) as partially-paid firemen engaged in—

- (a) the prevention or suppression of fires;
- (b) the protection or salvage of persons, property, or goods,"

has made the following Determination, viz. :—

A. That as from the 11th June, 1954, the last previous Determination of this Board shall be revoked and replaced by this Determination which embodies the Determination of the Industrial Appeals Court made on the 13th day of June, 1951.

WAGES PER WEEK.

B. 1. (a) Permanent Firemen within the Metropolitan Fire District constituted by the *Fire Brigades Act 1928*.

Classification.	Margin.	Loading.	Total Wage.
	<i>s. d.</i>	<i>s. d.</i>	
1st year's experience—4th class Fireman (on probation) ..	20 0	31 6	<p>The total weekly wage for each classification shall consist of a basic wage of £8 10s. plus the appropriate margin and loading prescribed for such classification, adjustments to such basic wage shall be made quarterly from the beginning of the first pay period to commence in a November, a February, a May, or an August, in each year according to the variations from time to time in the retail price index figures issued by the Commonwealth Statistician.</p> <p>The basic wage referred to consists of an original basic wage of 87s. plus variations of 26s. made by the Full Arbitration Court, plus cost of living increases which have occurred.</p>
2nd year's experience—3rd class Fireman ..	25 0	32 3	
3rd year's experience—2nd class Fireman ..	30 0	33 1	
4th year's experience—1st class Fireman ..	35 0	33 10	
"B" ..	40 0	34 6	
5th year's experience—1st class Fireman ..	40 0	34 6	
"A" ..	50 0	36 1	
Senior Fireman, qualifying by examination or in the 10th year of service and thereafter ..	50 0	36 1	

(b) Partially-paid Firemen within the Metropolitan Fire District constituted by the *Fire Brigades Act 1928*.

	£	s.	d.
Partially-paid Fireman	1	10	0
Senior Partially-paid Fireman	1	15	0

(The amounts herein prescribed include allowances for station duties and false alarms.)

(c) Permanent Firemen outside the said Metropolitan Fire District.

Classification.	Margin.	Loading.	Total Wage.
	s. d.	s. d.	
1st year's experience—(on probation) ..	20 0	31 0	The total weekly wage for each classification shall consist of a basic wage of £8 7s. plus the appropriate margin and loading prescribed for such classification, adjustments to such basic wage shall be made quarterly from the beginning of the first pay period to commence in a November, a February, a May, or an August, in each year according to the variations from time to time in the retail price index figures issued by the Commonwealth Statistician.
2nd year's experience ..	25 0	31 9	
3rd year's experience ..	30 0	32 7	
4th year's experience—"B" ..	35 0	33 4	
5th year's experience—"A" ..	40 0	34 0	
Senior Fireman, qualifying by examination or in the 10th year of service and thereafter ..	50 0	35 7	

(d) The loading prescribed above consists of the following :—

- (i) Premium for being required to work a continuous duty system ;
- (ii) Premium for week-end work (Saturday and Sunday) ; and
- (iii) A war loading of 3s.

EXTRA RATES.

2. (a) Within the Metropolitan Fire District constituted by the *Fire Brigades Act 1928*.

(i) Permanent Firemen :—

A licensed Brigade Driver shall receive an allowance of 6d. a shift, and if detailed, rostered, or required to drive on such shift shall receive an additional 6d.

A fireman or senior fireman being senior man in the absence of an Officer on a rostered shift, excepting when such Officer is answering a call from his duty station, shall be paid 9d. per hour whilst so employed. Provided that any absence or absences totalling two hours or less in any rostered shift shall be disregarded, and that the allowance shall be paid for a maximum of six hours in any such shift. In computing the amount payable under this clause calculations shall be made to the nearest hour.

(ii) Partially-paid Firemen—

Fire duty shall be paid for as follows :—

Partially-paid Firemen 5s. for the first hour or part thereof, and thereafter 2s. 6d. per hour or part thereof ;
Senior Partially-paid Fireman 6s. for the first hour or part thereof, and thereafter 3s. per hour or part thereof.

Theatre duty shall be paid for at 15s. per performance, plus fares if the theatre is situated more than one mile from the Fireman's home station.

For attendance at a weekly drill of one hour an allowance of 5s. per drill shall be paid to Partially-paid Firemen and 6s. to Senior Partially-paid Firemen.

A Partially-paid Fireman relieving a Permanent Fireman who is required to go on out duty shall receive an additional 2s. per hour whilst so required to relieve.

Watching Duty after fires shall be paid for at the rate of 2s. per hour or part thereof, including travelling time.

(b) Outside the said Metropolitan Fire District.

A Permanent Fireman for whom the Employing Authority pays a motor-driving licence fee shall receive an additional 6d. for each shift for which he is rostered for duty.

A fireman or senior fireman being senior man in the absence of an Officer on a rostered shift, excepting when such officer is answering a call from his duty station, shall be paid 9d. per hour whilst so employed. Provided that any absence or absences totalling two hours or less in any rostered shift shall be disregarded, and that the allowance shall be paid for a maximum of six hours in any such shift. In computing the amount payable under this clause calculations shall be made to the nearest hour.

At a station where a Permanent Officer is not normally on duty the Senior Permanent Fireman on duty shall receive an additional allowance of 3s. for the shift if :—

- (i) a Part-time Officer does not turn out in response to a call ;
- (ii) a Part-time Officer is not available within the Fire District for consultation during a shift.

HOURS OF WORK.

3. (a) The ordinary hours for a week's work for a Permanent Fireman shall be 40, to be worked with consecutive shifts of men throughout each of seven consecutive days without interruption in shifts of 8 hours each, and an employee concerned shall be entitled to at least 48 hours' notice of a rostered shift.

(b) The ordinary hours of such shift workers shall not exceed—

- (i) 8 on any one day ;
- (ii) 48 in any one week ;
- (iii) 88 in 14 consecutive days ;
- (iv) 160 in 28 consecutive days.

(c) A Partially-paid Fireman shall hold himself in readiness for such hours as may be required from time to time by the Employing Authority.

ROSTER OF HOURS.

4. (a) The roster of hours for a Permanent Fireman shall as from 7 a.m. on the 27th April, 1951, be as follows:—

(i) Within the Metropolitan Fire District

Forty-hour Week—First Cycle.

Shift.	No.	1.							2.							3.							4.						
		Fri.	Sat.	Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	Sun.	Mon.	Tue.	Wed.	Thur.
A	1	Z	D	A	A	N	N	..	..	D	D	A	Z	N	N	..	..	D	D	A	A	N	N	..	..	D	D	A	A
	2	D	Z	A	A	N	N	..	..	D	D	A	A	Z	N	..	..	D	D	A	A	N	N	..	..	D	D	A	A
	3	D	D	A	Z	N	N	..	..	Z	D	A	A	N	N	..	..	D	D	A	A	N	N	..	..	D	D	A	A
	4	D	D	A	A	Z	N	..	..	D	Z	A	A	N	N	..	..	D	D	A	A	N	N	..	..	D	D	A	A
	5	D	D	A	A	N	Z	..	..	D	D	Z	A	N	N	..	..	D	D	A	A	N	N	..	..	D	D	A	A
B	1	A	A	N	N	..	..	D	D	A	A	N	N	..	..	Z	D	A	A	N	N	..	..	D	D	A	Z	N	N
	2	A	A	N	N	..	..	D	D	A	A	N	N	..	..	D	Z	A	A	N	N	..	..	D	D	A	A	Z	N
	3	A	A	N	N	..	..	D	D	A	A	N	N	..	..	D	D	A	Z	N	N	..	..	Z	D	A	A	N	N
	4	A	A	N	N	..	..	D	D	A	A	N	N	..	..	D	D	A	A	Z	N	..	..	D	Z	A	A	N	N
	5	A	A	N	N	..	..	D	D	A	A	N	N	..	..	D	D	A	A	N	Z	..	..	D	D	Z	A	N	N
C	1	N	N	..	..	D	D	A	A	N	N	..	..	D	D	A	A	N	N	..	..	D	D	A	A	N	N	..	..
	2	N	N	..	..	D	D	A	A	N	N	..	..	D	D	A	A	N	N	..	..	D	D	A	A	N	N	..	..
	3	N	N	..	..	D	D	A	A	N	N	..	..	D	D	A	A	N	N	..	..	D	D	A	A	N	N	..	..
	4	N	N	..	..	D	D	A	A	N	N	..	..	D	D	A	A	N	N	..	..	D	D	A	A	N	N	..	..
	5	N	N	..	..	D	D	A	A	N	N	..	..	D	D	A	A	N	N	..	..	D	D	A	A	N	N	..	..
D	1	..	..	D	D	A	A	N	N	..	..	D	D	A	A	N	N	..	..	D	D	A	A	N	N	..	..	D	D
	2	..	..	D	D	A	A	N	N	..	..	D	D	A	A	N	N	..	..	D	D	A	A	N	N	..	..	D	D
	3	..	..	D	D	A	A	N	N	..	..	D	D	A	A	N	N	..	..	D	D	A	A	N	N	..	..	D	D
	4	..	..	D	D	A	A	N	N	..	..	D	D	A	A	N	N	..	..	D	D	A	A	N	N	..	..	D	D
	5	..	..	D	D	A	A	N	N	..	..	D	D	A	A	N	N	..	..	D	D	A	A	N	N	..	..	D	D

Z = Relief.

Shifts.—D = 7 a.m. to 3 p.m.

A = 3 p.m. to 11 p.m.

N = 11 p.m. to 7 a.m.

Forty-hour Week—Second Cycle.

Shift.	No.	5.								6.								7.								8.							
		Fri.	Sat.	Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	Sun.	Mon.	Tue.	Wed.	Thur.				
A	1	N	N	..	..	D	D	A	A	N	N	..	..	D	D	A	A	N	N	..	..	D	D	A	A	N	N	..	..		
	2	N	N	..	..	D	D	A	A	N	N	..	..	D	D	A	A	N	N	..	..	D	D	A	A	N	N	..	..		
	3	N	N	..	..	D	D	A	A	N	N	..	..	D	D	A	A	N	N	..	..	D	D	A	A	N	N	..	..		
	4	N	N	..	..	D	D	A	A	N	N	..	..	D	D	A	A	N	N	..	..	D	D	A	A	N	N	..	..		
	5	N	N	..	..	D	D	A	A	N	N	..	..	D	D	A	A	N	N	..	..	D	D	A	A	N	N	..	..		
B	1	..	..	D	D	A	A	N	N	..	..	D	D	A	A	N	N	..	..	D	D	A	A	N	N	..	..	D	D
	2	..	..	D	D	A	A	N	N	..	..	D	D	A	A	N	N	..	..	D	D	A	A	N	N	..	..	D	D
	3	..	..	D	D	A	A	N	N	..	..	D	D	A	A	N	N	..	..	D	D	A	A	N	N	..	..	D	D
	4	..	..	D	D	A	A	N	N	..	..	D	D	A	A	N	N	..	..	D	D	A	A	N	N	..	..	D	D
	5	..	..	D	D	A	A	N	N	..	..	D	D	A	A	N	N	..	..	D	D	A	A	N	N	..	..	D	D
C	1	Z D	D	A	A	N	N	..	..	D	D	A	Z A	N	N	..	..	D	D	A	A	N	N	..	..	D	D	A	A
	2	D	Z D	A	A	N	N	..	..	D	D	A	A	Z N	N	..	..	D	D	A	A	N	N	..	..	D	D	A	A
	3	D	D	A	Z A	N	N	..	..	Z D	D	A	A	N	N	..	..	D	D	A	A	N	N	..	..	D	D	A	A
	4	D	D	A	A	Z N	N	..	..	D	Z D	A	A	N	N	..	..	D	D	A	A	N	N	..	..	D	D	A	A
	5	D	D	A	A	N	Z N	..	..	D	D	Z A	A	N	N	..	..	D	D	A	A	N	N	..	..	D	D	A	A
D	1	A	A	N	N	..	..	D	D	A	A	N	N	..	Z D	D	A	A	N	N	..	..	D	D	A	Z A	N	N	
	2	A	A	N	N	..	..	D	D	A	A	N	N	..	D	Z D	A	A	N	N	..	..	D	D	A	A	Z N	N	
	3	A	A	N	N	..	..	D	D	A	A	N	N	..	D	D	A	Z A	N	N	..	..	Z D	D	A	A	N	N	
	4	A	A	N	N	..	..	D	D	A	A	N	N	..	D	D	A	A	Z N	N	..	..	D	Z D	A	A	N	N	
	5	A	A	N	N	..	..	D	D	A	A	N	N	..	D	D	A	A	N	Z N	..	..	D	D	Z A	A	N	N	

Z = Relief.

Shifts.—D = 7 a.m. to 3 p.m.

A = 3 p.m. to 11 p.m.

N = 11 p.m. to 7 a.m.

(ii) Elsewhere :—

	A.					B.					C.					D.				
	1.	2.	3.	4.	5.	1.	2.	3.	4.	5.	1.	2.	3.	4.	5.	1.	2.	3.	4.	5.
Friday ..	D	D	D	D	Z	N	N	N	N	N	A	A	A	A	A	..	..	..	..	..
Saturday ..	D	D	D	D	D	N	N	N	N	N	A	A	A	A	A	..	..	..	..	..
Sunday ..	D	D	D	D	D	..	..	..	..	..	A	A	A	A	A	N	N	N	N	N
Monday ..	D	D	Z	D	D	..	..	..	..	..	A	A	A	A	A	N	N	N	N	N
Tuesday ..	D	Z	D	D	D	A	A	A	A	A	..	..	..	..	..	N	N	N	N	N
Wednesday ..	Z	D	D	D	D	A	A	A	A	A	..	..	..	..	..	N	N	N	N	N
Thursday ..	..	..	..	..	..	A	A	A	A	A	D	D	D	D	D	N	N	N	N	N
Friday ..	..	..	..	..	..	A	A	A	A	A	D	D	D	D	Z	N	N	N	N	N
Saturday ..	..	..	..	..	..	A	A	A	A	A	D	D	D	D	Z	N	N	N	N	N
Sunday ..	..	N	N	N	N	A	A	A	A	A	D	D	D	D	D	..	..	..	..	..
Monday ..	..	N	N	N	N	A	A	A	A	A	D	D	Z	D	D	..	..	..	..	..
Tuesday ..	..	N	N	N	N	..	..	..	..	..	D	Z	D	D	D	A	A	A	A	A
Wednesday ..	..	N	N	N	N	..	..	..	..	..	Z	D	D	D	D	A	A	A	A	A
Thursday ..	..	N	N	N	N	D	D	D	D	D	..	..	..	..	..	A	A	A	A	A
Friday ..	..	N	N	N	N	D	D	D	D	Z	..	..	..	..	..	A	A	A	A	A
Saturday ..	..	N	N	N	N	D	D	D	D	D	..	..	..	..	..	A	A	A	A	A
Sunday ..	..	..	..	..	..	D	D	D	D	D	N	N	N	N	N	A	A	A	A	A
Monday ..	..	..	..	..	..	D	D	Z	D	D	N	N	N	N	N	A	A	A	A	A
Tuesday ..	..	A	A	A	A	D	Z	D	D	D	N	N	N	N	N	..	..	..	..	..
Wednesday ..	..	A	A	A	A	Z	D	D	D	D	N	N	N	N	N	..	..	..	..	..
Thursday ..	..	A	A	A	A	..	..	..	..	..	N	N	N	N	N	D	D	D	D	D
Friday ..	..	A	A	A	A	..	..	..	..	..	N	N	N	N	N	D	D	D	D	Z
Saturday ..	..	A	A	A	A	..	..	..	..	..	N	N	N	N	N	D	D	D	D	Z
Sunday ..	..	A	A	A	A	N	N	N	N	N	..	..	..	..	..	D	D	D	D	D
Monday ..	..	A	A	A	A	N	N	N	N	N	..	..	..	..	..	D	D	Z	D	D
Tuesday ..	..	..	..	..	..	N	N	N	N	N	A	A	A	A	A	D	Z	D	D	D
Wednesday ..	..	..	..	..	..	N	N	N	N	N	A	A	A	A	A	Z	D	D	D	D
Thursday ..	..	D	D	D	D	N	N	N	N	N	A	A	A	A	A	..	..	..	..	..

The roster is for 21 firemen in 4 (four) Platoons shown A to D, inclusive, and each having firemen 1 to 5 with a Relief man designated "Z".

This roster provides five men available for each shift on every day.

Shifts for twenty men :—

D. 7 a.m. to 3 p.m.

A. 3 p.m. to 11 p.m.

N. 11 p.m. to 7 a.m.

The Relief man "Z", works Day Shift on Friday, Saturday, Monday, Tuesday, and Wednesday.

The roster is completed in 28 days.

(b) The following general conditions shall apply :—

- (i) The roster may be varied for firemen on special duties and to provide that during the first year of service a fireman may be rostered for up to five consecutive day duties.
- (ii) The roster when once compiled shall not be departed from except to meet emergency due to sickness or other unexpected or unavoidable cause. The roster may be departed from when a member of the band is requested by the Employing Authority provided that any time taken when off duty shall be made up as mutually arranged between the said Authority and the member concerned.
- (iii) In the event of an alarm requiring any station to stand by or turn out for a fire being received at the station during roll call the oncoming shift shall man the appliances, and if required, proceed to the fire, and the offgoing shift shall remain on duty if required until the other shift returns or until otherwise directed, when it shall be dismissed.
- (iv) If, when the oncoming shift reports at a station at the time prescribed for the change of shift, the other shift is proceeding to, or attending a fire or alarm, the oncoming shift, if so ordered, shall, after roll call, proceed to the fire; and the officer or senior member of the shift shall report the arrival of the shift to the Officer-in-charge of the fire without delay. The offgoing shift shall remain on duty at the fire until relieved. The Officer-in-charge at the fire may if in his judgment it is expedient, hold both the oncoming and offgoing shifts for duty at the fire. If the offgoing shift is not held at the fire or detailed at the fire for duty elsewhere, it shall report back to the station and remain available until the other shift returns or until otherwise directed, when it shall be dismissed.
- (v) In the event of one or more members of the oncoming shift being absent, an equal number of members in the shift on duty may be detained on duty until such time as he or they may be relieved. Nothing herein contained is to be deemed to sanction an unauthorized absence, or to relieve the absent member from a liability to be charged with being absent without leave and dealt with accordingly.
- (vi) Notwithstanding anything contained in this clause, in the case of fire, all firemen off duty shall be liable to be called upon to report for duty, and if called upon shall report for duty immediately.
- (vii) Subject to the provisions of this clause, every employee shall be dismissed punctually from his rostered shift.

OVERTIME.

5. All time worked by a Permanent Fireman in excess of the day's rostered shift shall be paid for at the rate of time and a half for the first four hours, and double time per hour thereafter, calculated to the nearest quarter of an hour.

Where overtime is worked for two hours or more before or after a rostered shift a meal allowance of 5s. shall be paid to each Permanent Fireman working the said overtime.

MEAL BREAKS.

6. (a) One hour shall be allowed to employees for a meal break during each shift, and for this time employees shall be paid and shall remain on duty.
- (b) An employee working overtime shall be allowed a crib time of twenty minutes without reduction of pay after each four hours of overtime worked if the employee continues to work after such crib time.
- (c) In all cases, where reasonably practicable, refreshments shall be provided for firemen performing fire duty for continuous period of three hours or more.
- (d) Facilities for preparing a hot drink shall be provided for all employees performing watching duty.

EXPENSES.

7. (a) When a permanent fireman is ordered from one station to another and as a result it is reasonable for him to change his place of residence, the Employing Authority shall pay the expenses of removal reasonably incurred, except if the removal is ordered by way of punishment.
- (b) When a permanent fireman is detailed for duty to a station other than his home station, he shall, except in the case of emergency, receive at least forty-eight hours' notice of such duty. During the period for which a fireman is so detailed he shall report to the duty station at the commencing time of each shift to which he is rostered and shall in addition to his wages be paid
- (i) the appropriate fares between his place of residence and the duty station, and
- (ii) a daily allowance equal to one hour's wages at overtime rate.
- (c) When a permanent fireman, while on duty at his home station is required to perform duty at another station, he shall:—
- (i) if returned to his home station during his duty shift be provided with reasonable transport, or the cost thereof, between his home station and the station at which he is required to perform duty, or
- (ii) if he remains on duty at such other station until the end of his duty shift, he shall, in addition to his wages, be paid:—
- (a) the appropriate single fare to his home station, and
- (b) an allowance equal to one half-hour's (30 minutes) wages at overtime rates.
- (d) When a permanent fireman is required to work in excess of one mile from his home station, he shall be entitled to reasonable transport, or the cost thereof, between his home station and the place where the work is to be performed, provided however that notwithstanding the foregoing a permanent fireman shall be entitled to transport to and from all fire duty, and reasonable transport from all watching duty.
- (e) For the purposes of this clause reasonable transport means appropriate means of transport having regard to the state of the weather, the distance to be travelled and the availability of public transport, and shall not include a pedal cycle unless there is no form of public or brigade transport available.
- (f) Where an employee is transferred from his home station to another station the Employing Authority shall indicate whether such transfer is permanent or temporary. If the transfer does not extend beyond a period equal to eight weeks such employee shall be paid all fares necessarily incurred by him in excess of those ordinarily incurred between his residence and his home station.

AMENITIES.

8. A dining room shall be provided at each station and shall contain washing facilities, and a stove or similar article for heating food.
- A food cupboard shall be provided in the dining room.
- At least one hot shower shall be installed in each station and shall be available at all times to firemen.

ANNUAL LEAVE.

9. (a) A Permanent Fireman shall be entitled to 28 days' annual leave, to be taken within the scope of a rostered month, every eleven months.
- (b) A Partially-paid Fireman shall be entitled to a fortnight's leave annually without deduction of the appropriate ordinary wage prescribed in clause 1 of this Part, plus the extra rate prescribed for attendance at a weekly drill prescribed in clause 2.
- (c) Where an employee leaves his employment before the completion of a full qualifying period for annual leave in any year of service, he shall be entitled to pro rata payment in lieu of annual leave for such broken period of service calculated on the basis of 1/11th of the ordinary wage payments received by him during such period.

SICK OR ACCIDENT PAY.

10. (a) A permanent fireman absent from his work on account of personal illness or on account of injury by accident shall be entitled to leave of absence without deduction of pay subject to the following conditions and limitations:—
- (i) He shall at the commencement of such absence inform the Employing Authority of his inability to attend for duty and, as far as practicable, state the nature of his injury or illness and the estimated duration of his absence.
- (ii) He shall prove to the reasonable satisfaction of the Employing Authority that he was unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed, but he shall not be entitled at any one time to receive more than sixteen hours' sick leave without a medical certificate if such be required by the Employing Authority.
- (iii) He shall not be entitled in any one year to paid sick leave in excess of 80 hours of duty time.
- (iv) Notwithstanding anything contained in this clause the Employing Authority may grant such additional sick leave on full or reduced pay as it may think fit.
- (b) (i) Sick leave which shall be available to permanent firemen on the first day of January of each year, shall accumulate from year to year so that, save as herein provided, any balance of the period specified in sub-clause (a) (iii) of this clause which has in any years not been allowed to a permanent fireman by the Employing Authority as paid sick leave and/or any period of sick leave due to him under a previous determination may be claimed by him and subject to conditions hereinbefore prescribed shall be allowed by that authority in a subsequent year without diminution of the sick leave prescribed in respect of that year. Provided that sick leave which accumulates pursuant to this clause shall at no time exceed in total equivalent of 26 duty weeks.
- (ii) A permanent fireman who has joined or joins the brigade after the 1st January, 1951, shall on his admission be credited with 80 hours' sick leave, but such fireman shall on the 1st January, next after his appointment be credited only with that proportion of the balance of the sick leave credited on appointment which has not been allowed as paid sick leave which the period of his service in the year of joining bears to the whole of that year.
- (iii) For the purposes of this clause "year" shall mean a calendar year and calculations shall be made to the nearest hour.
- (iv) A permanent fireman absent from his work on account of any injury by accident arising out of or in the course of his employment shall be entitled to leave of absence for any period not exceeding six months in respect to which he is entitled to Workers' Compensation without diminution of the sick leave to which he may be entitled pursuant to the foregoing sub-clause and he shall be paid the difference between his normal wage and such compensation.

CLEANING MATERIAL.

11. The Employing Authority shall provide at each station an adequate supply of cleaning materials necessary for use by employees in the keeping clean of their uniforms.

TIME FOR A SHOWER AND CHANGE.

12. When an employee is engaged on any duty which entails a shower and change of clothes, ten minutes shall be allowed for such purpose.

FACILITIES FOR DRYING CLOTHES.

13. Facilities for drying clothes which an employee has used in connexion with his duties shall be provided at each station.

DAMAGED CLOTHING.

14. Where any uniform or wearing apparel is supplied by the Employing Authority, and required to be worn by the employee, and such uniform or wearing apparel becomes so soiled or damaged in the execution of his duty as to require professional attention or replacement, such attention or replacement shall be supplied or made by the Employing Authority at its expense.

DEFINITIONS.

15. "Employing Authority" means the Metropolitan Fire Brigades Board, or the Country Fire Authority as the case may be.

"Union" means The United Firemen's Union of Victoria.

A. V. BARNES, J.P., Chairman.

J. W. RYAN, Secretary.

Melbourne, 11th June, 1954.
