

**THE AUSTRALIAN TRAMWAY EMPLOYEES'
ASSOCIATION**



Memorandum of Agreement

between

**The Australian Tramway
Employees' Association**

and

**The Electric Supply Coy.
of Victoria Limited**



BENDIGO :

J. B. Young & Co., Printers, Lyttleton Terrace,

1917

The Australian Tramway
Employees' Association

with

The Electric Supply Coy.
of Victoria Limited

AGREEMENT

The Australian Tramway
Employees' Association.
BALLARAT DIVISION.

Memorandum of Agreement.

MEMORANDUM OF AGREEMENT made and entered into this thirteenth day of June One thousand nine hundred and seventeen between THE ELECTRIC SUPPLY COMPANY OF VICTORIA LIMITED of Wendouree Parade Ballarat in the State of Victoria (hereinafter called "the Company") of the one part and THE AUSTRALIAN TRAMWAY EMPLOYEES' ASSOCIATION an Organization of Employees duly registered under the provisions of the Commonwealth Conciliation and Arbitration Act 1904-15 whose registered office is at Bourke Street Melbourne in the State of Victoria (hereinafter referred to as "the Association" of the other part WHEREAS the Association submitted certain claims which it is alleged were in dispute between inter alia the Company and the Association AND WHEREAS at the request of the Association the President of the Court summoned a compulsory conference under Section 16a of the Commonwealth Conciliation and Arbitration Act AND WHEREAS the representatives of the Company and of the Association have met in conference prior to and subsequent to such compulsory conference and have agreed to a settlement of all matters in dispute the Company consenting to waive all objections of jurisdiction and as to the limits of the dispute and the powers of the President of the Court so far only and to the extent only of the specific matters agreed upon between the Association and the Company as hereinafter set forth. NOW THIS AGREEMENT WITNESSETH AND IT IS MUTUALLY AGREED by and between the parties hereto that the several stipulations conditions and provisions set out herein shall in all cases be binding upon and shall be faithfully and promptly carried out observed performed and complied with according to the true intent and meaning thereof and that

The Australian Tramway
Employees' Association
BALLARAT DIVISION

no variation of the Award shall be sought by either party hereto during the continuance of this Agreement AND IT IS FURTHER AGREED that this Agreement shall remain in force until the thirty-first day of December One thousand nine hundred and eighteen and thereafter until three months notice to terminate this Agreement shall be given by either party to the other.

The following conditions shall apply to the whole of the trades and occupations hereinafter enumerated under the heading "Rates of Pay".

Hours of work.
Casual runs.
Overtime rates.

1.—The hours of work for motormen and conductors on any run on week days and Sundays respectively shall not exceed those set out in the roster for Ballarat and Bendigo respectively annexed hereto unless overtime be paid as hereinafter set forth. Runs which are not in service for six consecutive days shall be deemed casual runs and all time worked on such runs after eight and a half hours work in any one day shall be paid for at the rate of time and a quarter.

Permanent runs.

2.—No permanent run which may hereafter be included in the rosters shall exceed the maximum number of hours set out in the existing rosters annexed hereto.

Alternate Sundays off.
Casuals.
Penalties.

3.—Except where the exigencies of traffic prevent it permanent motormen and conductors shall be entitled to every alternate Sunday off duty without pay and if called for duty on such day shall be paid for not less than two hours at time and a half and casual motormen and conductors shall be entitled to every third Sunday off duty and if called for duty on such day shall be paid for not less than two hours at time and a half. Any employee failing to take his rostered shift shall pay for any overtime incurred through another employee being called upon to work the shift but this shall not relieve the employe from punishment for failing to appear for duty.

Sunday runs.

4.—Motormen and conductors shall as required take the permanent Sunday runs in rotation.

Signing on and off.

5.—Motormen and conductors on the a.m. shift shall sign on at the Depot and sign off at Grenville

Street Ballarat or Charing Cross Bendigo Offices respectfully. On the p.m. shift they shall relieve at the Grenville Street or Charing Cross Offices and sign off at Depot. On one man cars the total time for the operations of signing on and off shall be fifteen minutes each day. On Sundays the time for signing on and off shall be twenty minutes on all cars. Save as above the existing times for signing on and off shall remain in operation during the continuance of this agreement.

6.—No permanent employe shall be called upon to begin a new shift unless he shall have had at least ten hours off duty. Time between shifts.

7.—No motorman or conductor shall be called upon to work more than seven consecutive p.m. shifts in any fortnight. P. M. shifts

8.—Casual motormen and casual adult conductors shall be guaranteed not less than £2 7s. 6d. a week averaged over four consecutive weeks. Minimum for casuals weekly. Adults.

9.—Casual conductors under twenty-one years of age shall be guaranteed not less than £1 7s. 6d. per week averaged over four consecutive weeks. Minimum for junior casuals-weekly.

10.—Permanent motormen and conductors shall work a.m. and p.m. shifts in each alternate week. Day and night shifts.

11.—Employees shall have the right to exchange shifts or days off between themselves by mutual arrangement subject to the consent of the management. Exchanging shifts.

12.—Unless otherwise herein provided all work done on Boxing Day New Year's Day Easter Monday Railway Picnic Day and Eight Hours' Day by employees who are not covered by the Award of a Wages Board or other authority on the subject shall be paid for at the rate of time and a quarter and if motormen or conductors shall after eight and a half hours be paid for all time over eight and a half hours up to nine hours at the rate of time and a quarter and thereafter at time and a half. Holiday rates.

13.—All work performed by employees other than motormen and conductors and those whose work generally requires their employment between the hours of twelve midnight and 7.30 Special rate after midnight,

a.m. shall be paid for at the rate of time and a quarter for such work.

General
overtime
rates.

14.—Overtime shall be paid as follows :—

To all motormen and conductors Sundays and holidays except as specified in Clause 12 at the rate of time and a quarter.

To permanent motormen and conductors for all time worked beyond their rostered hours at the rate of time and a quarter.

Casual motormen and conductors on casual runs shall be paid at the rate of time and a quarter after eight and a half hours and after the rostered hours for permanent men on Sundays.

Car cleaners track cleaners and shed labourers shall be paid at the rate of time and a quarter for all work done on Sundays and for all work done in excess of eight hours a day for week days.

Men working forty-eight hours per week in six shifts of eight hours per day shall receive overtime after eight hours in any one day.

Rate for
training.

15.—Motormen and conductors shall be paid an extra rate of two pence for every hour of training students.

Annual holi-
days.

16.—Motormen and conductors who have been in the service at least twelve months shall be entitled to eight consecutive days leave of absence per annum and be paid as for six working days. Leave of absence will be allowed in rotation by seniority. The positions now held by Reed and Flanagan at Bendigo and Morgan Harrington and Mitchell at Ballarat while the duties and hours remain as at present shall entitle the holders to the same annual holidays as is provided for motormen and conductors and Maher Haynes and Allen to three days annual holiday.

Promotion.

17.—Promotion shall be governed by capability suitability seniority and record. Vacancies on the permanent staff to be filled during the month following.

18.—All employees shall perform such work as the Company may from time to time require but shall be paid at the rate ruling for such work except where the rate is lower in which case he shall be paid at his usual rate. Payment for mixed functions.

19.—All employees shall in cases of rush traffic be available for such duties as may be required of them. Rush traffic duty

20.—Except in case of grave misconduct the service of the employee shall not be terminated without one week's notice on either side or if the employer terminate the service he may elect to pay one week's pay in lieu of notice. Notice to terminate employment.

21.—An employee attending by instruction at the Company's Office or elsewhere on the Company's business or to answer complaints or reports shall be paid for his time at ordinary rate except in cases where his attendance is owing to his own misconduct. Rate for attendance at head and local office.

Conductors at Bendigo shall be allowed half an hour per fortnight to attend the office for the purpose of receiving and checking their outfit tickets and at Ballarat one hour for the same purpose when necessary.

22.—The Company will procure passes which will be issued once only to each employe upon payment of the cost thereof and which will entitle the bearer to free transit during the Company's pleasure it being clearly agreed that any abuse of the system will entail a withdrawal of the passes. Employees while travelling free shall give up their seat to paying passengers if required and shall at all times travel on such passes at their own risk. Free passes.

23.—Motormen and conductors shall be provided and kept provided with uniform as follows :— Uniforms.

Motormen—Cap Tunic and Trousers.

Conductors—Cap Tunic Vest and Trousers.

24.—The Company shall provide such change money as it requires conductors to carry. Change moneys.

25.—The Company shall provide conductors with whistles where necessary. Whistles.

- Association notices. 26.—Association notices may be posted on suitable boards at places arranged with the Management.
- Association badges. 27.—Members of the Association shall be liberty to wear the badge of the Association on their watch chains.
- Company not to discriminate against members of the Association. 28.—There shall be no discrimination made by the Company as against members of the Association as regards appointment removal dismissal promotion privileges favours or any other matter.
- Glass shields. 29.—All additional cars which may hereafter be taken into service shall be provided with glass shields to protect motormen from the weather At Bendigo four cars shall during the first year of this Agreement be fitted with glass shields and a further four cars prior to the termination thereof at an estimated total expenditure of One hundred and sixty pounds for the eight cars. Rests for the use of motormen and conductors will be provided where in the opinion of the Company the same are necessary and the cars are of design suitable for the fixing of same.
- Eyesight test. 30.—Employees shall be subjected to such medical or other examination which the Company may require to comply with and obtain the benefit of of the provisions of the Workers' Compensation Act but save as aforesaid employees shall be subjected only to a practical eyesight test under working conditions in the event of the Company requiring them to subject themselves to re-examination for vision.
- Dismissals. 31.—In all cases involving dismissal or suspension an employe may be attended and assisted by an accredited officer or member of the Association if he so desires except in cases where the employee is dismissed or suspended for misconduct committed in the presence of the General Manager or his immediate deputy or where he admits the misconduct.
- Spread of hours. 32.—The spread of hours shall not exceed twelve per day unless overtime at the rate of time and a half be paid for all work performed outside

of such spread but this clause shall not apply to men who are engaged on meal relief duty.

33.—Motormen and conductors reporting for duty and no duty for the day being available shall be paid for two hours at ordinary rates. Spread of hours of extras reporting shall commence from the time of their actually taking up duty and overtime shall commence eight and a half hours thereafter.

Rates for stand by, spread of hours. Extras.

34.—The existing practice in regard to meals on fare box cars at Ballarat shall be continued.

Meals.

35.—Track cleaners and other employees not ordinarily employed as motor drivers or conductors who take out cars on Sundays or special occasions are to be paid for the actual time worked at the rate applicable for the day.

Track cleaners. Other employees when employed as Drivers or Conductors.

36.—For the purposes of this Agreement there shall be at Bendigo and Ballarat respectively Boards of Reference consisting of two persons representing the Company and two persons representing the Association (with liberty to either party to vary such appointment from time to time) and (in case the Board be equally divided on any question or either party invoke his assistance) the Registrar of the Court or such other person as the President of the Court may from time to time nominate.

Board of Reference.

37.—If any dispute or question arise in connection with the wages or working conditions of members of the Association in the employ of the Company between the Association or any of its members in the employ of the Company and the Company it may be referred to the Board of Reference and the decision of that Board shall be final and conclusive between the parties to the reference as well as the parties to this Agreement but no variation in the rates of wages or hours of work nor any substantial deviation from the terms of this Agreement shall be sought to be procured by either party or made by the Board of Reference. Provided also that the Board of Reference shall not in any case unless with the consent in writing of both parties determine any question affecting the interpretation of this agreement or

Subjects for Board of Reference to deal with.

any clause thereof.

Sittings of Board of Reference. 38.—The Board shall sit at such time and place as the members agree or failing agreement as the Registrar may determine.

Notice of sittings. 39.—The party desiring the reference shall give to the other party a brief statement in writing of the dispute or question to be referred and shall endeavour to have the time and place of sitting agreed on by the members of the Board and give the members notice thereof.

Quorum Board of Reference. 40.—Except with the consent in writing of both parties all the members of the Board must be present to form a quorum.

Agreement to apply to contractors. 41.—The Company shall not permit any of the operations or functions referred to in this Agreement to be carried on or exercised by a contractor or other person except in accordance with the terms and conditions prescribed in this Agreement as if the contractor or other person were himself a party to and bound by this Agreement.

Penalty for breach. 42.—For any breach of this Agreement the maximum penalty shall be in the case of the Association or the Company One thousand pounds or in the case of individual members of the Organization Ten pounds each.

Extra payment Fare-box cars. 43.—In addition to the pay set out in the First Schedule hereto motormen employed on fare box cars shall receive ten pence per day extra and as far as practicable rotate on the fare box cars.

Back Wages 44.—Employees now in the Company's service (with the exception of those under Wages Board Determinations) whose rates of pay are set out in the Schedule hereto shall be entitled to be paid for the total number of hours worked between the first day of January One thousand nine hundred and seventeen and the date of this Agreement the difference between the ordinary rates of pay under the old Agreement and the ordinary rates of pay provided herein such difference to be paid to each employee within twenty-eight days from the date hereof.

For the purpose of this Agreement junior car

cleaners shall be deemed to have joined the service on the first day of January One thousand nine hundred and seventeen and shall be paid accordingly.

IN WITNESS whereof the said parties hereto have executed these presents the day and year first hereinbefore written.

FIRST SCHEDULE.

RATES OF PAY.

	Per week of 52 hours
Motormen—First year	£2 18 6
Second year and thereafter	3 1 9
Conductors—First year	1 12 0
Second year	1 18 4

Provided that in the case of second year conductors this rate shall operate from the date of this Agreement only and no back pay shall be paid to them.

	Per week of 52 hours
Conductors—Third year	2 0 0
Existing Adult Conductors	2 15 0

	Per week of 48 hours
Amature Winder—First six months	3 0 0
Thereafter	3 6 0
Carpenters	Wages Board Rate
Blacksmiths	Wages Board Rate
The Pitman	Wages Board Rate

	Per week of 48 hours
Pitman's Assistant	2 17 0
Pitman's Labourers	2 14 0
Trackman	2 17 0
Track Assistants	2 14 0
Track Cleaners	2 14 0
Car Cleaners, Adults	2 14 0
Car Cleaners, Juniors—First year	1 2 6
Thereafter	1 5 0

Youth Rundle, 36s. per week from the date hereof until the completion of his first year's service with the Company and thereafter 37s. 6d. per week.

EXECUTED by THE ELECTRIC SUPPLY COMPANY OF VICTORIA LIMITED by being signed sealed and delivered by its Attorney under Power Percival John Pringle in the presence of

WILLIAM J. HOME,

Solicitor, Melbourne.

P. J. Pringle.

THE COMMON SEAL of THE AUSTRALIAN TRAMWAY EMPLOYEES' ASSOCIATION was here-to affixed by direction of the Federal Executive and a Resolution of the Special General Meeting of the Victorian Branch of the said Association in the presence of

LIONEL L. HILL, President.

T. JEWELL, General Secretary.

ROSTERS

REFERRED TO IN ANNEXED AGREEMENT

BENDIGO ROSTERS

EAGLEHAWK AND CEMETERY LINE

Monday, Tuesday, Wednesday, Thursday

A. M. Shift.

P. M. Shift.

Run	Time Sign on	Time Sign off	Time worked		Run	Time Sign on	Time Sign off	Time worked	
			Hrs.	Min.				Hrs.	Min.
1	5.40	1.15	7	35	1	1.15	8.35	7	20
2	6.59	3.36	8	37	2	3.36	11.35	8	
3	6.50	3	8	19	3	3	11.35	8	35
4	7.5	3.15	8	10	4	3.15	11.55	8	40
5	7.20	3.30	8	10	5	3.30	12.5	8	35

Fridays and Saturdays

Run	Time Sign on	Time Sign off	Time worked		Run	Time Sign on	Time Sign off	Time worked	
			Hrs.	Min.				Hrs.	Min.
1	5.40	2.20	8	40	1	2.20	11.35	9	15
2	6.59	2.30	7	31	2	2.30	11.45	9	15
3	6.50	2.50	8		3	2.50	12.5	9	15
4	7.5	3.50	8	45	4	3.50	11.25	7	35
5	7.20	3.20	8		5	3.20	11.25	8	5
					6	12.5	11.55	11	50
					7	12.15	11.35	11	20

Sundays—15 minutes service.

Sundays—10 minutes service.

Run	Time Sign on	Time Sign off	Time worked		Run	Time Sign on	Time Sign off	Time worked	
			Hrs.	Min.				Hrs.	Min.
1	1.45	11	9	15	1	1.45	11.15	9	15
2	2	11.15	9	15	2	1.35	11.25	9	45
3	1.50	11.5	9	15	3	2.5	11.35	9	30
4	2.5	11.20	9	15	4	1.55	10.55	9	
5	2.20	11.35	9	15	5	2.25	11.5	8	40
					6	2.15	10.55	8	40
					7	2.25	11.5	8	40

BENDIGO ROSTERS (Continued)—

GOLDEN SQUARE AND LAKE WEEROONA LINE

Monday, Tuesday, Wednesday, Thursday, Saturday

A.M. Shift

P.M. Shift

Run	Time Sign on	Time Sign off	Time worked		Run	Time Sign on	Time Sign off	Time worked	
			Hrs.	Min.				Hrs.	Min.
9	6.45	3.18	8	33	9	3.18	11.20	8	2
10	7.30	3.30	8		10	3.30	11.32	8	2
11	7.42	3.42	8		11	3.42	11.42	8	

Fridays

Run	Time Sign on	Time Sign off	Time worked		Run	Time Sign on	Time Sign off	Time worked	
			Hrs.	Min.				Hrs.	Min.
9	6.45	3.13	8	28	9	3.13	11.15	8	2
10	7.30	3.27	7	57	10	3.27	11.20	7	53
11	7.42	3.34	7	52	11	3.34	11.23	7	49
					12	11.30	11.30	12	
					13	11.40	11.40	12	

Sundays—12 minutes service.

Sundays—7 minutes service.

Run	Time Sign on	Time Sign off	Time worked		Run	Time Sign on	Time Sign off	Time worked	
			Hrs.	Min.				Hrs.	Min.
9	1.33	10.52	9	19	9	1.33	10.40	9	7
10	1.45	11.7	9	22	10	1.40	10.49	9	9
11	1.57	10.50	8	53	11	1.47	10.50	9	3
					12	1.54	10.57	9	3
					13	2.1	11.7	9	6

BALLARAT ROSTERS

SUMMER ROSTER

Monday to Thursday

Friday

A.M.

P.M.

A.M.

P.M.

Run No.	Sign on	Sign off	Hrs	Sign on	Sign off	Hrs	Sign on	Sign off	Hrs	Sign on	Sign off	Hrs
2	7.35	3.20	7¾	3.15	11.10	8				„	„	
3	7.35	3.18	7¾	3.15	11.35	8¼				„	„	
4	7.45	3.55	8¼	3.45	11.35	7¾				„	„	
5	—	—	—	11.50	8.20	8½	—	—	—	11.50	10.20	10½
6	8	3.35	7½	3.28	11	7½			No	alteration		
7	7.20	3.15	8	3.8	11.5	8	7.20	3.15	8	3.8	11.5	8
8	6.15	3.30	9¼	3.30	12.25	*8¾			No	alteration		
9	7.45	3.30	7¾	3.23	10.45	7½	7.45	3.30	7¾	3.23	10.45	7¼
11	6.35	2.55	8¼	2.55	11.30	8½	6.35	2.55	8¼	2.55	12.25*	9½
12	7.50	3.35	7¾	3.30	10.45	7¼	7.50	3.35	7¾	3.30	10.50	7¼
14	6.35	3.20	8¾	3.20	11.50	8¼	6.35	3.20	8¾	3.20	11.30	8¼
15				11.35	7.30	8				11.35	10.30	11

* Power House Trip

Saturdays

Sundays

A.M.

P.M.

Run No.	Sign on	Sign off	Hrs	Sign on	Sign off	Hrs	Sign on	Sign off	Hrs
2	7.35	3.5	7½	3	11.10	8¼	1.50	10.30	8¾
3			No	alteration		1.35	10.45	9¼	
4				„		1.40	10.35	9	
5			Casual	Run on	Saturday		Not	in service	
6			No	alteration		2.5	10.5	8	
7	7.20	3.30	8¼	3.23	11.5	7¾	1.55	10.25	8½
8	6.15	2.50	8½	2.50	11.50	9	1.35	11.25*	10
9	7.45	3.15	7½	3.8	10.45	7¾	2.10	10.5	8
11	6.35	3.10	8½	3.10	11.50	8¾	1.15	10.50	9½
12	7.50	3.20	7¾	3.15	10.45	7½	2.5	10.10	8
14	6.35	2.30	8	2.30	12.25*	10	1.40	10.30	8¾
15			Casual	Run on	Saturday		Casual	Run on	Sunday

* Power House Trip

BALLARAT ROSTERS (Continued)—

WINTER ROSTER

Mondays to Thursdays

Fridays

A.M.

P.M.

A.M.

P.M.

Run No.	Sign on	Sign off	Hrs	Sign on	Sign off	Hrs	Sign on	Sign off	Hrs	Sign on	Sign off	Hrs
1 Orphanage	7.5	3.10	8	3	11.35	8½				No alteration		
19 Gardens	7.30	3.5	7½	2.55	11.10	8¼				"		
3 Lydiard	7.35	3.20	7¾	3.13	11.35	8½				"		
4 Mount	7.45	3.35	8¼	3.45	11.35	7¾				"		
6 Drd. St. N.	8	3.35	7½	3.28	11	7½				"		
20 Gardens	7.50	3.20	7½	3.10	10.40	7½				"		
8 Sebastopol	6.15	3.5	8¾	3.5	12.25	*9¼	6.15	3.30	9¼	3.30	11.55	8½
11 Sebastopol	6.35	3.25	8¾	3.25	11.30	8	6.35	2.55	8¼	2.55	12.25*	9½
21 Gardens	8.30	3.35	7	3.25	11	7½				No alteration		
14 Sebastopol	6.35	2.45	8¼	2.45	11.55	9	6.35	3.20	8¾	3.20	11.30	8¼

* Power House Trip

Saturdays

Sundays

A.M.

P.M.

Run No.	Sign on	Sign off	Hrs	Sign on	Sign off	Hrs	Sign on	Sign off	Hrs
1 Orphanage			No alteration				2	10.35	8½
19 Gardens			"				1.50	9.40	7¾
3 Lydiard			"				1.55	10.45	8¾
4 Mount			"				2	10.35	8½
6 Drd. St. N.			"				2	10	8
20 Gardens			"				2	10	8
8 Sebastopol	6.15	2.30	8¼	2.30	11.30	9	1.35	*11.25	9¾
11 Sebastopol	6.35	2.50	8¼	2.50	11.55	9	1.40	10.30	8¾
21 Gardens			No alteration				2.15	10.10	8
14 Sebastopol	6.35	3.10	8¾	3.10	12.25*	9¼	2	10.55	9

* Power House Trip

