

**The Australian Tramway
Employees' Association**

Memorandum
—OF—
Agreement

BETWEEN

**The Australian Tramway
Employees' Association**

—AND THE—

**Hawthorn Tramways
Trust**

The Australian Tramway
Employees' Association

—WITH THE—

Hawthorn Tramways
Trust

Agreement



TAYLOR & SON, Printers, 10 Russell Place, Melb.

Memorandum of Agreement

IN THE COMMONWEALTH COURT OF
CONCILIATION AND ARBITRATION

Principal Registry

No. 29 of 1919

IN THE MATTER of an Industrial Dispute
between THE AUSTRALIAN TRAM-
WAY EMPLOYEES' ASSOCIATION

Claimant

and

THE MELBOURNE, BRUNSWICK AND
COBURG TRAMWAYS TRUST AND
OTHERS

Respondents

MEMORANDUM OF AGREEMENT made the
Second day of October One thousand nine hundred
and nineteen BETWEEN THE AUSTRALIAN
TRAMWAY EMPLOYEES' ASSOCIATION an
Organisation registered under the Commonwealth
Conciliation and Arbitration Act 1904-1915 whose
Registered Office is at Unity Hall, Bourke Street
Melbourne in the State of Victoria (hereinafter
called the Association) of the one part and the
HAWTHORN TRAMWAYS TRUST of 31 Queen
Street Melbourne Victoria (hereinafter called the
Trust) of the other part. WHEREAS an industrial
dispute within the meaning of the said Act exists
between the said Association and the said Trust
in relation to the wages and working conditions of
the members of the Association in the employ of
the Trust AND WHEREAS for the purpose of
endeavouring to settle the industrial dispute the
said Association filed a Complaint in the Principal
Registry of the said Court at Melbourne on the 7th
day of May 1919 against a number of Companies
and corporations one of which was the said Trust
AND WHEREAS the parties hereof have agreed to
settle the whole of the dispute so far as they are
mutually concerned therein on the terms and condi-
tions hereinafter contained NOW IT IS HEREBY
MUTUALLY AGREED between the parties hereto
as follows:—

(a) The minimum rate of wages to be paid by the Trust to members of the said Association in the employ of the Trust shall be those set forth in the first schedule hereunder written.

DIVISION I.—INTERPRETATION.

The following terms shall have the meanings set against them as under:—

STUDENTS.

(a) "Student" for the training of whom a special rate is fixed:—A man who is under training as a Motorman or Conductor until he has worked by himself (i.e., not under direct supervision of another Motorman or Conductor), and earned money in that capacity.

(b) If other than a "student" Motorman or Conductor is sent to "learn a road" on which he has not previously worked and takes more time than equivalent to a full day's work to do so, he is to be considered as a "student" for all time in excess.

(c) If a Motorman trains as Conductor or vice versa he is to be considered as a "student" while learning the new duties and until he has worked in such capacity by himself for payment.

TRACK REPAIRERS.

The men who take up and relay or file fit or fasten rails points crossings and other iron work of track or take up and reset paving blocks or sets and who are engaged on ordinary maintenance and renewals of track.

SENIOR.

The men hitherto known as "permanent" Motormen or Conductors shall be termed "Senior."

JUNIOR.

The men hitherto known as "Extra" Motormen Conductors or Shunters shall be termed "Junior."

DIVISION II.—WORKING CONDITIONS.

The working conditions which shall govern the employment of employees members of the Austra-

lian Tramway Employees' Association in the employment of the said Trust shall be as follows:—

DAY AND WEEK'S WORK.

1. Forty-eight hours shall constitute a week's work and eight hours a day's work in the service of the Trust.

SPREAD OF HOURS—SENIOR MEN.

2. The work of sixty-five per cent. of the Senior Motormen and Conductors shall, except as hereinafter specified in this clause) be confined within ten consecutive hours.

Upon Saturdays, Public Holidays and other days when exceptional traffic requires special tables to be used, the work of sixty per cent. only of the Senior Motormen and Conductors shall be confined within eleven consecutive hours. Every endeavour will be made and any suggestion will be considered by the Trust to increase these percentages.

3. RATES OF PAYMENT—SPREAD OF HOURS.—All duty performed by Senior and Junior Motormen and Conductors on any day outside a spread of $9\frac{1}{2}$ consecutive hours shall be paid for at the following rates, i.e.,—

Between a spread of $9\frac{1}{2}$ and 11 hours—Time and a quarter.

Between a spread of 11 and 12 hours—Time and a half.

After a spread of 12 hours—Double time

SIX-DAY WEEK.

4. Motormen and Conductors shall be entitled to one day off duty without pay each week.

CANCELLATION OF DAY OFF.

5. If an employee's rostered day off be cancelled without two days' notice to him, he shall, if not more than two hours' work be given, be paid for at least two hours at the rate of time and a half; but if he be given more than two hours' work he shall be paid for all work performed on that day at the rate of time and a quarter.

TRAVELLING TIME.

6. All Senior Motormen and Conductors shall begin and finish their day's work at the depots to which they are attached or travelling time both ways shall be allowed. Junior Motormen and Conductors shall begin their day's work at the depots to which they are attached or if required to proceed to another depot they shall be paid for any time reasonably occupied in travelling to and from such depots in excess of time necessary to travel from home to the depot to which they are attached.

Relieving Pitmen shall be paid for the difference between the time reasonably occupied in travelling both ways between their homes and the depots at which they are required to work and the time which would be necessary to travel between their homes and the depot to which they are ordinarily attached.

PAID FOR ALL DUTY.

7. Motormen and Conductors shall be paid for all their time on duty in charge of cars on the road and for all time necessary to perform duties they are required to do before and after such duty on cars for the times now commonly allowed therefor.

MEAL RELIEF.

8. Motormen and Conductors shall be allowed a minimum of thirty minutes for meal relief on week days and twenty minutes on Sundays.

TIME BETWEEN MEALS.

9. Meal relief for Motormen and Conductors shall not be postponed beyond $5\frac{1}{4}$ hours unless cars are unavoidably detained on the road, except in cases agreed on in writing between representatives of the Association and the Trust.

TIME BETWEEN SHIFTS.

10. No Motorman or Conductor shall be called upon to begin a new shift (a day's work) unless he shall have been at least 10 hours off duty, except when changing shifts, or when necessary to avoid loss of trips or to meet special emergencies.

DAY AND NIGHT SHIFTS.

11. Senior Motormen and Conductors shall work day and night shifts on alternate weeks as far as possible and if otherwise they shall all share the day shifts in rotation.

MINIMUM FOR WORK OR STANDING BY.

12. When a Senior Employee is directed or is required by roster to attend for duty and actually attends, but is not required for any duty or to stand by that day, he shall be relieved from attendance for duty for that day within one hour and shall be credited with four hours' work.

When an employee is directed or is required by roster to attend for duty and actually attends, and is required to work and/or to stand by for work, he shall be paid for all time worked and/or standing by but for four hours during the day at the least. No payment shall be made under this clause in a case where the Trust has given to the employee or left at his residence two hours before the time fixed for attendance a notice stating that he is not required for duty.

MINIMUM FOR SUNDAY WORK.

13. Employees required to attend for Sunday duty by direction or by roster and actually attending shall be paid as follows:—

- (a) Senior employees for the number of hours for which they have been required to come for duty.
- (b) Junior employees for number of hours actually on duty not being less than four hours.

PAYMENT FOR WASTE TIME, SPORTS, ETC.

14. Motormen and Conductors who are sent from one line to work on another for special traffic (i.e., traffic to and from races football or other sports), beginning after 12 o'clock noon, and who go off duty between the times of traffic to and from such sports and when they are at car houses situated more than one mile by the nearest route from

their own station, shall be paid at full rates for time so off duty, provided that no payment shall be made for time so off duty if the Motorman or Conductor be given and perform more than four hours of such special traffic work, nor if such time off duty is convenient for a meal for the time taken for such meal with a minimum of thirty minutes.

EXCHANGING SHIFTS.

15. Motormen and Conductors shall have the right upon giving two hours' notice in writing to the Traffic Superintendent or in his absence to the Officer in Charge to exchange shifts or days off between themselves by mutual arrangement, subject to the consent of the Traffic Superintendent.

SUNDAY RATES.

16. All duty done on Sundays 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.

HOLIDAY RATES.

17. All duty done on Christmas Day, Boxing Day, New Year's Day, Easter Monday, Good Friday, Eight Hour's Day, Anniversary Day, and King's Birthday, 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 half.

GENERAL OVERTIME RATE.

18. All duty done by employees before or after the times fixed by the Trust for the usual daily hours of work shall be paid for at the rate of time and a quarter for the first hour and at the rate of time and a half for the balance of such duty.

OVERTIME RATES FOR MOTORMEN AND CONDUCTORS.

19. Except as provided in Clause 21 all duty done by Motormen or Conductors in excess of eight hours in any one day including Sundays and holidays shall be paid for at the rate of time and a

quarter for the first hour and at the rate of time and a half afterwards. In the event of overtime being worked on any day outside a spread of nine and a half hours or outside a spread of eleven consecutive hours an additional quarter time rate or half time rate respectively shall be paid because thereof. Minimum rates only shall be paid for such time as is attributable to interruptions of traffic on any day caused by accidents or fires, or by instructions from Government, Municipal or Police authorities.

CLAIMS UNDER ONE CAUSE ONLY.

20. All special or extra rates fixed in this Agreement are based upon the minimum rates stated in Division III and no claim shall be made under more than one clause of this Agreement.

SPECIAL RATE AFTER 1 A.M.

21. All duty done by a Motorman or Conductor between the hours of 1 a.m. and 5 a.m. shall be paid for at double rates. This clause shall not come into operation unless an all-night service of cars be begun on any line or lines and only so far as regards duty done on such line or lines.

SPECIAL WORK.

22. Senior Motormen and Conductors who are called upon to run trips before or after their ordinary rostered work for the day is commenced or finished shall be paid for all time so worked:—Up to a total for the day of eight hours at the rate of time and a quarter; for time over eight hours and up to nine hours, at the rate of time and a half; for time over nine hours and up to ten and a half hours, at the rate of time and three-quarters; and for all further time so worked at double rates. In reckoning payment for this special duty, the minimum time to be worked for each increase of rate shall be fifteen minutes.

TRAINING STUDENTS.

23. Motormen and Conductors shall be paid an extra rate of twopence per hour when training students in their respective occupations.

ANNUAL HOLIDAYS.

24. After every twelve months' service actually performed within a period of two years, all employees shall be entitled to leave of absence for fourteen consecutive days, with full pay at minimum rates as for twelve working days, such leave to be taken at the convenience of the Trust at some time during the year following the date on which such holidays shall have accrued.

For the purposes of this clause, absence from duty for fourteen days caused by sickness or any other reason and for an additional fourteen days caused by sickness shall be deemed to be service actually performed.

Employees leaving after twelve months' service actually performed (unless dismissed for grave misconduct) shall be entitled to one day's pay for every full month of actual service performed after the date when their last annual holidays accrued. A pro rata allowance shall be made for absences from duty caused by sickness or any other reason as provided by the preceding paragraph.

HOW TO CALCULATE SERVICE.

25. In calculating service under Division III, Nos. 1, 2, and 3 hereof, the time of actual service of a junior employee during the two preceding years shall be deemed to be service.

MINIMUM FOR JUNIOR MEN WEEKLY.

26. Each Junior Motorman and Conductor shall be entitled to a minimum wage at the rate of sixty-eight shillings per week averaged over each four weeks of his service. Should he be employed for a lesser period than four weeks, he shall be entitled to a minimum wage at the same rate, averaged over his period of service.

27. Each Junior Motorman or Conductor employed irregularly shall be paid at an average minimum rate of $11\frac{1}{4}$ per day when employed for less than five days in any week; but if for five days or more, the minimum shall be sixty-eight shillings as provided in the preceding clause.

PROMOTION.

28. Promotion shall be governed by capability, suitability, seniority and record.

PROBATIONARY RATES.

29. During probationary service while men are becoming proficient in duties of a higher paid grade to secure promotion they shall be paid at their former rate of wage for the first four weeks and for the next eight weeks at a rate midway between the rates of the old and the new grade, and thereafter at the rate fixed for the new grade.

PAYMENT FOR MIXED FUNCTIONS.

30. An employee shall perform such work as the Trust may from time to time require, but when he is used for mixed functions, i.e., for two or more grades of work he shall be paid at the rate of pay fixed for each grade for the time employed thereon provided that he shall not during any day in which he shall perform other as well as his usual grade of work be paid at a lower rate than fixed for his usual grade.

RATE FOR SLEEPING IN OFFICE.

31. Men engaged to sleep in the offices at night time during holiday seasons before or after their day's work is done shall be paid at half their usual minimum rate of wage for all time they are required to be at the office with a minimum of two shillings and sixpence per night.

RATE FOR REPORTS.

32. For making any report in writing as to an accident or making a report as to an incident on a form separate from the day report the employee shall be entitled to fourpence.

RATE FOR ATTENDANCE AT HEAD OFFICE.

33. An employee attending by instructions at Head Office or elsewhere on the Trust'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.

FREE PASSES.

34. Each employee shall be entitled to six free passes per week and every employee in uniform shall be entitled to travel free to and from duty.

UNIFORMS.

35. Every employee required by the Trust to wear a uniform when on duty shall be provided from time to time when considered necessary by the Trust with a uniform suit, cap and overcoat or any part thereof.

SENIORITY.

36. Motormen and Conductors may obtain their order of seniority in the service on application at the Head Office.

CONDUCTORS' SHORTS.

37. Conductors before shorts are charged against them shall be allowed to inspect their trip slips and reports relating to same and compare them with the statement of total fares registered by the punch and with any statement of the count of tickets handed in by them. Any Conductor against whom shorts are sought to be debited shall be allowed to place before the Accountant in person any objection he may have and if the Accountant persists in making the debit the Conductor may forthwith bring his objection in writing before the Board of Reference. Any overs caused by clerical errors in a Conductor's report shall be refunded by the Trust.

ASSOCIATION NOTICES.

38. Official notices relating to the business of the Association may be posted on suitable boards at each Car House and Power House. The Association shall be entitled to provide the boards for this purpose subject to the approval of the Engineer and Manager of the Trust but the boards and all notices therein or thereon shall be under the control of the Trust.

ASSOCIATION BADGES.

39. Members of the Association shall be at liberty to wear the present badge of the Association on their watch chains.

EYESIGHT TEST.

40. Employees shall be subjected only to a practical eyesight test under working conditions in the event of their being required to subject themselves to a re-examination for vision.

NOTICE TO TERMINATE EMPLOYMENT.

41. An employee of more than three months' service shall not have his employment terminated for other than grave misconduct unless a week's notice be given to him by an Officer of the Trust or by the employee to the Officer in Charge of the Department in which he works. A week's pay in lieu of notice shall be respectively paid or forfeited.

CHARGES OF MISCONDUCT.

42. (a) Before any Motorman or Conductor of three months' service or over is suspended for more than two days or dismissed for any breach of the Trust's Rules or for misconduct reported by an Officer of the Trust or by any of the public (if within twelve hours after notification he shall so request) he shall be formally charged by the Engineer and Manager and an enquiry shall be held by the General Manager or by an officer or Officers appointed by him. The employee shall be given twelve hours' notice in writing to answer the charge and the notice shall state the nature of the charge, the person or persons appointed to make the enquiry, and the time and place where it will be held.

(b) At the enquiry the man charged shall be entitled to be represented by any Officer or member of the Association duly authorised by the Association. But if the person so authorised behave offensively to the person or persons making the enquiry, or to any witness, the enquiry may be postponed for

24 hours and notice given by the Engineer and Manager to the Secretary of the Association so that another suitable person may be authorised.

(c) So far as the Trust and its employees are concerned and so far as it can influence persons not in its employ making reports, the employee shall be informed of the alleged breach or misconduct forthwith if the person reporting was upon the car at the time, and as soon as reasonably possible if the person was not upon the car at the time. At the enquiry the person reporting shall, if an employee—and shall if willing if not an employee—be present. This sub-clause shall not apply to members of the Trust's private staff.

(d) If the charge be made upon a report by a member of the Trust's private staff no such charge shall be held to be proved unless the alleged misconduct was observed by two or more of such staff, or unless similar misconduct has been previously reported against the employee charged. If the charge be found to be proved and dismissal result, the Trust shall if requested give to the employee dismissed a letter stating that he was reported for misconduct (to be stated in the letter) by a member or members of the Trust's private staff and was found guilty on the evidence of such staff and therefore without the informant being present.

(e) Within a reasonable time after the conclusion of the enquiry, the person charged shall be informed of the result of the enquiry.

BOARD OF REFERENCE.

43. For the purpose of this Agreement a Board of Reference is hereby appointed consisting of three persons nominated by the Trust and three persons nominated by the Association with liberty to either party to vary such appointment from time to time and the Registrar of the Court of Conciliation and Arbitration in case the Board of Reference be equally divided on any question or either party call in his assistance.

SUBJECTS FOR BOARD OF REFERENCE TO DEAL WITH.

44. If any dispute or question arise in connection with the wages or working conditions of members of the Association in the employ of the Trust between the Association or any of its members in the employ of the said Trust and the said Trust 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 that the Board of Reference shall not in any case determine any question affecting the interpretation of this Agreement or any clause thereof; provided also that any question of interpretation of this Agreement (if the Board of Reference fails to agree) may be determined at the instance of either party by the Commonwealth Court of Conciliation and Arbitration.

SITTINGS OF BOARD OF REFERENCE.

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

NOTICE OF SITTINGS.

46. The Engineer and Manager of the Trust and the Secretary of the Victorian Branch of the Association together with each member of the Board of Reference shall be given at least 48 hours' notice in writing of any meeting and the business to be transacted thereat and four members (two from each of the parties hereto) shall form a quorum.

AGREEMENT TO APPLY TO CONTRACTORS.

47. The Trust 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. This clause shall only apply to the ordinary business of the Trust.

PENALTY FOR BREACH.

48. For any breach of this Agreement the maximum penalty shall be, in the case of the Association or the Trust, £1,000; or in the case of individual members of the Association, £10 each. Provided that no prosecution for a breach of any of the matters mentioned in this Agreement shall be entered upon unless full particulars of the alleged breach shall be given in writing by one of the parties hereto to the other, nor unless a similar breach has been committed after the expiration of fourteen days from such notice.

DIVISION III—MINIMUM RATES OF WAGES.

The following are the minimum rates to be paid from the 7th day of May, 1919, to employees, members of the Australian Tramway Employees' Association in the service of the Trust:—

	per day
(a) Motormen and Conductors—1st year ..	11/6
Motormen and Conductors—2nd year ..	12/-
Motormen and Conductors—3rd year ..	12/6
Depot Motormen ..	13/-
Signalmen—with flags ..	13/-
Shedmen and Pitmen ..	13/6
Pitment's Assistant ..	12/-
Shed Laborers ..	11/6
Car Washers ..	11/6
Car Washers on Continuous Night Duty ..	12/-
Track Gangers ..	13/6
Track Gangers in charge of four men or more ..	13/-
Track Repairers ..	12/-
Track Laborers (casual) ..	11/-
Track Cleaners ..	11/6
Watchmen at Depots ..	11/6
Other Night Watchmen, Wages Board Hours and rate of £3/16/- for 66 hours.	
Block and Pitcher Setter ..	12/6
Dray Driver ..	11/5
Motor Vehicle and Roller Drivers ..	12/6
Batterymen who do Lead Burning ..	13/6
Battery Attendants ..	12/6
Blacksmiths ..	14/10

	per day
Electric Arc Welders ..	14/4
Blacksmith Striker ..	12/-
Office Messenger ..	11/6
	per week
Youths—17th year of age ..	30/-
" —18th year of age ..	40/-
" —19th year of age ..	50/-
" —20th year of age ..	55/-
" —21st year of age ..	60/-

(b) Youths under 21 years of age may be employed in the following occupations or places:—

- At Power Houses (Oilers and Boiler Cleaners).
- At Car Houses.
- As Track Repairers.
- As Track Laborers.
- As Track Cleaners.

The number of youths under 21 years of age employed at less than the minimum wage shall not exceed:—

- At Power Houses—Two.
- At Car House—One to every three or fraction of three men employed.
- As Track Repairers and Laborers—One to every five or fraction of five men employed as such, taken together.
- As Track Cleaners.—One to every three or fraction of three men employed.

With reference to payments which will require to be made by the Trust to the members of the Association referred to in this Division it shall be sufficient if the Trust pays to each employee for every day upon which such employee has worked on or since the 7th day of May, 1919 (or was absent upon annual leave) a sum equivalent to the difference between the minimum rates of pay, existing on 6th day of May, 1919, and the minimum rate of pay herein agreed upon. Nothing shall be added in respect of overtime, spread of hours, Sunday or holiday duty, special work or any extra or special rates of pay.

IN WITNESS WHEREOF the said parties hereto have hereunto set their hands and seals the day and year first above written.

THE COMMON SEAL OF THE AUSTRALIAN TRAMWAY EMPLOYEES' ASSOCIATION was hereto 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

JOHN I. ABFALTER, Vice-President. [L.S.]
T. JEWELL, Secretary.

THE COMMON SEAL OF THE HAWTHORN TRAMWAYS TRUST was hereto affixed in the presence of

D. W. DUREAU, Chairman. [L.S.]
J. VINDOILLE, Member.
L. S. CLEVELAND, Secretary.

IN THE COMMONWEALTH COURT OF
CONCILIATION AND ARBITRATION

Principal Registry
No. 29 of 1919

IN THE MATTER OF THE AUSTRALIAN TRAMWAY EMPLOYEES' ASSOCIATION

Claimant

and
THE MELBOURNE, BRUNSWICK AND
COBURG TRAMWAYS TRUST AND
OTHERS.

Respondents

IN PURSUANCE of Section 24 of the Commonwealth Conciliation and Arbitration Act 1904-1915 I certify that the document within written is a memorandum of the terms of an Agreement which has been arrived at on the 22nd day of July, 1919, between the above-named THE AUSTRALIAN TRAMWAY EMPLOYEES' ASSOCIATION and HAWTHORN TRAMWAYS TRUST for the settlement of the Industrial Dispute No. 29 of 1919, so far as the said the Hawthorn Tramways Trust is concerned in the said dispute.

DATED this 20th day of October, 1919.

(Signed) HY. B. HIGGINS, J.
President of the said Court.

IN THE COMMONWEALTH COURT OF
CONCILIATION AND ARBITRATION

Principal Registry

No. 29 of 1919

IN THE MATTER of an Industrial Dispute
between THE AUSTRALIAN TRAMWAY
EMPLOYEES' ASSOCIATION

Claimant

and

MELBOURNE, BRUNSWICK AND
COBURG TRAMWAYS TRUST AND
OTHERS

Respondents

Before THE PRESIDENT, MR. JUSTICE HIGGINS, TUESDAY, the 11th day of May, 1920

UPON APPLICATION made to this Court on the Third and Eleventh days of May, 1920 AND UPON READING the Summons issued at the instance of the Claimant Organisation on the Eleventh day of February, 1920 calling on the Melbourne and Metropolitan Tramways Board of 673 Bourke Street, Melbourne the successor assignee or transferee of the Tramway Undertaking formerly carried on by the Hawthorn Tramways Trust to show cause why the Agreement made between the Claimant Organisation and the Hawthorn Tramways Trust on the Second day of October, 1919 a memorandum of the terms of which were certified by the President of the Commonwealth Court of Conciliation and Arbitration on the Twentieth day of October, 1919, under Section 24 of the Commonwealth Conciliation and Arbitration Act, 1904-1918 should not be varied (the said agreement having been certified as aforesaid and thereupon being deemed to be an Award) and the Statutory Declaration of Thomas Jewell made on the Eleventh day of February, 1920 and filed in support of the said Summons and the Exhibit which was put in evidence during the hearing and which is set out in the Schedule hereunder written and UPON HEARING Mr. Rundle, the Solicitor for the Claimant and Mr. Frank Derham, Solicitor for the Respondent Hawthorn Tramways Trust, I DO ORDER that the said

Agreement of the Second day of October, 1919, be varied in manner following, that is to say:—

1. That Division IIIa of the said Agreement be struck out and the following inserted in lieu thereof:

DIVISION III.—MINIMUM RATES OF WAGES

The following are the minimum rates to be paid to employees, members of the Australian Tramway Employees Association, in the service of the Board:—

	per day
(a) Motormen and Conductors 1st year ..	12/8
" " " 2nd year ..	13/2
" " " 3rd year ..	13/8
Depot "Motormen" ..	14/2
Signalmen, with flags ..	14/2
Shedmen and Pitmen ..	14/8
Pitmen's Assistant ..	13/2
Shed Laborers ..	12/8
Car Washers ..	12/8
Car Washers on continuous night duty ..	13/2
Track Gangers ..	14/8
Track Gangers in charge of four men or more ..	14/2
Track Repairers ..	13/2
Track Laborers (casual) ..	12/2
Track Cleaners ..	12/8
Watchmen at Depots ..	12/8
Other Night-watchmen (Wages Board hours and rate of £4/3/- for 66 hours ..	
Block and Pitcher Setter ..	13/8
Dray Driver ..	12/8
Motor Vehicle and Roller Drivers ..	13/8
Batterymen who do lead burning ..	14/8
Battery Attendants ..	13/8
Blacksmiths ..	16/-
Electric Arc Welders ..	15/6
Blacksmith Striker ..	13/2
Office Messenger ..	12/8

YOUTHS—

17th year of age ..	33/6 per week
18th year of age ..	43/6 per week
19th year of age ..	53/6 per week
20th year of age ..	58/6 per week
21st year of age ..	63/6 per week

2. That Clauses 26 and 27 of the said Agreement be struck out and the following Clauses inserted in lieu thereof:—

"(26) Each Junior Motorman, Junior Conductor or Junior Shunter shall be entitled to a minimum wage at the rate of seventy-six shillings per week averaged over each four weeks of service. Should he be employed for a lesser period than four weeks he shall be entitled to a minimum wage at the same rate averaged over his period of service.

"(27) Each Junior Motorman Junior Conductor or Junior Shunter employed irregularly shall be paid at an average minimum rate of twelve shillings and eightpence per day when employed for less than five days in any week, but if for five days or more the minimum shall be seventy-six shillings per week as provided in the preceding clause."

3. That the rates of wages granted to employees in Clause 1 hereof shall operate from the First day of January, 1920.

4. With reference to payment to be made by the Board to employees in the employ of the Board for work performed between the first day of January, 1920 and the Third day of April, 1920 the provisions of this Order shall be deemed to have been performed if the Board pays

(a) to each adult employee referred to in Clause 1 hereof the sum of 1/2 and

(b) to each youth under the age of 21 years referred to in Clause 1 hereof the sum of 7d.

for every day upon which such employee has worked on or since the 1st day of January, 1920 or was absent on annual leave. Nothing shall be added in respect of overtime, spread of hours, Sunday or Holiday Duty, Special Work or any extra or special rates of pay.

5. The Association shall forward to the Board a Certificate from the Commonwealth Statistician stating the purchasing power of money index number for Melbourne (food, groceries and house rent) compiled on the basis at present adopted by the Commonwealth Statistician for the twelve months ending Thirtieth day of June, 1920 and for the

twelve months ending 30th day of June and 31st day of December in each year thereafter until the 31st day of December, 1921. As soon as practicable after the 30th day of June and the 31st day of December in each year until the 31st day of December, 1921 an amount shall be ascertained which bears the same proportion to 12/- as the difference between the index number referable to each period and 1481, bears to 1481. The amount thus obtained shall be termed the "cost of living adjustment."

6. The minimum rates of wages per day provided by Clause 1 hereof for adult employees shall on the 1st day of July, 1920 and on the 1st day of January and 1st day of July in each year thereafter until the 1st day of May, 1922 be increased or decreased as the case may be by the "cost of living adjustment."

7. The minimum rates of pay provided by Clause 1 hereof for youths under the age of 21 years shall on the 1st day of July, 1920 and the 1st day of January and 1st day of July in each year thereafter until the 1st day of May, 1922 be increased or decreased as the case may be by one-half of the amount of the "cost of living adjustment."

8. The minimum wage per week to each junior motorman, junior conductor or junior shunter provided by Clause 2 hereof shall on the 1st day of July, 1920 and on the 1st day of January and the 1st day of July in each year thereafter until the 1st day of May, 1922 be increased or decreased as the case may be by six times the "cost of living adjustment."

9. The amount to be added to or deducted from the rates of wages as provided by Clauses 6, 7 and 8 hereof shall be calculated to the nearest penny.

10. With reference to payments which will require to be made pursuant to Clauses 6 and 7 hereof by or to an employee in the service of the Board between the 1st day of January or the 1st day of July as the case may be and the date when the "cost of living adjustment" shall be ascertained and given effect to, the provisions of this Order shall be deemed to have been performed if a payment be made by

or to an employee equivalent to the "cost of living adjustment" or to the proportion thereof fixed by Clause 7 (as the case may be) multiplied by the number of days upon which such employee has worked or was absent on annual leave between the 1st day of January or the 1st day of July as the case may be and the date upon which Clauses 6 and 7 hereof are given effect to, but nothing shall be added in respect of overtime, spread of hours special work, Sunday or Holiday Duty or any Extra or Special rates of pay.

11. Notwithstanding anything contained in this order the minimum rates of wages payable to employees referred to in Clause 1 hereof shall not at any time during the currency of this order be reduced below the rates mentioned in Division III (a) of the said Agreement dated the Second day of October, 1919.

AND I DO FURTHER ORDER by consent that this variation shall take effect as from the First day of January, 1920 in manner appearing in this Order and shall continue in force until the First day of May, 1922.

HY. B. HIGGINS, J.
President of the said Court.



