

The Australian Tramway
Employees' Association

Memorandum
—OF—
Agreement

BETWEEN THE

The Australian Tramway
Employees' Association

—AND—

The Prahran and Malvern
Tramways Trust

The Australian Tramway
Employees' Association

—WITH—

The Prahran and Malvern
Tramway Trust

Agreement



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

Memorandum of Agreement.

MEMORANDUM OF AGREEMENT made and entered into this 2nd day of October, 1919, BETWEEN the PRAHRAN AND MALVERN TRAMWAYS TRUST of Melbourne, hereinafter referred to as THE TRUST of the one part and THE AUSTRALIAN TRAMWAY EMPLOYEES' ASSOCIATION an Organisation of Employees duly registered under the provisions of the Commonwealth Conciliation and Arbitration Act 1904-15 whose registered office is at Unity Hall, Bourke Street, Melbourne hereinafter referred to as THE ASSOCIATION of the other part. WHEREAS the Trust is a party to an industrial dispute extending beyond the limits of any one State and the Court has cognisance of the said industrial dispute by Plaint No. 29 of 1919 AND WHEREAS representatives of the Trust and of the Association have met in conference with a view to the settlement of the said industrial dispute so far as the Trust is concerned in the said dispute and have agreed to settle all the matters in dispute between the Trust and the Association in the manner hereinafter appearing. Now it is hereby agreed, in manner following, that is to say:—

This Agreement shall only apply to employees of the Prahran and Malvern Tramways Trust mentioned in Division III hereof and (except as regards Division III and Clause 21 of Division II hereof) shall come into operation from the beginning of the Pay week next following the date of this Agreement and continue in force until the first day of May, 1922.

DIVISION I.—INTERPRETATION.

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

STUDENT.

(a) 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) A Motorman or Conductor who 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, is to be considered a "Student" for all time in excess.

(c) If a Motorman trains as a Conductor, or vice versa, he is to be considered 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 or track or take up and reset paving blocks or sets and who are engaged on ordinary maintenance and renewals of track.

"SENIOR" MOTORMEN OR CONDUCTORS.

The men hitherto known as "permanent" Motormen or Conductors.

"JUNIOR" MOTORMEN, CONDUCTORS OR SHUNTERS.

The men hitherto known as "Extra" Motormen, Conductors or Shunters.

DIVISION II.—WORKING CONDITIONS.

The following are the working conditions which shall be observed for employees, members of the Australian Tramway Employees' Association in the employment of the Prahran and Malvern Tramways Trust:—

DAY AND WEEK'S WORK.

1. Forty-eight hours shall constitute a week's work and eight hours a day's work.

SPREAD OF HOURS—SENIOR MEN.

2. The work of 65 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 60 per cent. only of the Senior Motormen and Conductors shall be confined within eleven consecutive hours. Every endeavour will be made and any suggestion to increase such percentage will be considered by the Trust.

3. All duty performed by Senior and Junior Motormen and Conductors on any day outside a spread of nine and a half consecutive hours shall be paid for at the following rates:—

Between a spread of nine and a half and eleven hours, Time and a quarter.

Between a spread of eleven and twelve hours, Time and a half.

After a spread of twelve hours, Double time.

SIX-DAY WEEK.

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

5. If an employee's rostered day off be cancelled without two day's 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. (a) 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 the time necessary to travel from home to the depot to which they are attached.

(b) 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 the cases agreed on in writing between representatives of the Association and of 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 ten 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 any 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 twelve 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 New Year's Day, Anniversary Day, Good Friday, Easter Monday, Eight Hours' Day, King's Birthday, Christmas Day and Boxing 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 half.

GENERAL OVERTIME RATE.

18. All duty done by employees before or after the times fixed by the Trust for their 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 one half 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 interruption of traffic caused by accidents or fires or by instructions from Government Municipal or Police authorities.

CLAIMS UNDER ONE CLAUSE 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 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 additional 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 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 as provided by the preceding paragraph shall be made for absences from duty caused by sickness or any other reason.

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, Conductor or Shunter 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, Conductor, or Shunter employed irregularly shall be paid at an average minimum rate of eleven shillings and fourpence 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 or 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.

PAYMENTS 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 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 rates 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 TESTS.

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 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 month's 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 and an enquiry shall be held by the Engineer and 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 twenty-four 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 Prahran and Malvern Tramways 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 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 apply only 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) 1. Motormen and Conductors in their first year of service	11/6
2. Motormen and Conductors in their second year of service	12/-
3. Motormen and Conductors in their third year of service	12/6
4. Signalmen, with flags	13/-
5. Shedmen and Pitmen	13/6
6. Pitmen's Assistant	12/-
7. Shed Laborers	11/6
8. Car Washers	11/6
9. Car Washers on continuous night duty	12/-
10. Track Gangers	13/6
11. Track Gangers in charge of four men or more	13/-
12. Track Repairers	12/-
13. Track Laborers, casual	11/-
14. Track Cleaners	11/6

	Per day
15. Watchmen at depots	11/6
16. Other Night Watchmen—Wages Board hours and rate of £3/16/- for 66 hours.	
17. Block and Pitcher Setter	12/6
18. Dray Drive;	11/6
19. Motor Vehicle and Roller Driver	12/6
20. Battery men who do lead burning	13/6
21. Battery Attendants	12/6
22. Blacksmiths	14/10
23. Electric Arc Welders	14/4
24. Blacksmith Striker	12/-
	Per week
25. Youths, 17 years of age	30/-
" 18 " " "	40/-
" 19 " " "	50/-
" 20 " " "	55/-
" 21 " " "	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 the minimum wage shall not exceed:—

- At Power Houses—Two.
- At Car Houses—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 the 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 hereunto set their hands and seals at Melbourne on the day and year first before written.

THE COMMON SEAL OF THE PRAHRAN AND MALVERN TRAMWAYS TRUST was hereto affixed in the Presence of—

ALEX. CAMERON, Chairman.

W. G. HISCOCK, Member.

R. H. SHACKELL, Secretary.

[L.S.]

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.

T. JEWELL, Secretary.

[L.S.]

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

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 Second day of October, 1919, between the above-named THE AUSTRALIAN TRAMWAY EMPLOYEES' ASSOCIATION

TION and THE MELBOURNE, BRUNSWICK AND COBURG TRAMWAYS TRUST for the settlement of the Industrial Dispute Number 29 of 1919 so far as the said Prahran and Malvern Tramways Trust is concerned in the dispute.

DATED this 14th 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

THE 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 3rd and 11th days of May, 1920 and UPON READING the Summons issued at the instance of the Claimant Organisation on the 11th day of February, 1920 calling on the Melbourne and Metropolitan Tramways Board of 673 Bourke Street, Melbourne, the successor, assignee or transmittee of the Tramway Undertaking formerly carried on by the PRAHRAN AND MALVERN TRAMWAYS TRUST to show cause why the Agreement made between the Claimant Organisation and the Prahran and Malvern Tramways Trust on the 2nd day of October, 1919 a memorandum of the terms of which was certified by the President of the Commonwealth Court of Conciliation and Arbitration on the 14th 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 11th 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. Robertson and Mr. Derham, Solicitors for the Respondent the Melbourne and Metropolitan Tramways Board, I DO ORDER that the said agreement of the 2nd day of October, 1919 be varied in manner following, that is to say:-

1. That Division III (a) 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) 1. Motormen and Conductors in their first year of service	12/8
2. Motormen and Conductors in their second year of service	13/2
3. Motormen and Conductors in their third year of service	13/8
4. Signalmen, with flags	14/2
5. Shedmen and Pitmen	14/8
6. Pitman's Assistant	13/2
7. Shed Laborers	12/8
8. Car Washers	12/8
9. Car Washers on continuous night duty	13/2
10. Track Gangers	14/8
11. Track Gangers in charge of four men or more	14/2
12. Track Repairers	13/2
13. Track Laborers—Casual	12/2
14. Track Cleaners	12/8
15. Watchmen at Depots	12/8
16. Other Night Watchmen—Wages Board hours and rate of £4/3/- for 66 hours.	

	Per day
17. Block and Pitcher Setter	13/8
18. Dray Driver	12/8
19. Motor Vehicle and Roller Driver	13/8
20. Battery men who do lead burning	14/8
21. Battery Attendants	13/8
22. Blacksmiths	16/-
23. Electric Arc Welders	15/6
24. Blacksmith's Striker	13/2

	Per week
Youths, 17 years of age	33/6
" 18 " " "	43/6
" 19 " " "	53/6
" 20 " " "	58/6
" 21 " " "	63/6

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 be entitled to a minimum wage at the rate of seventy-six 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, Conductor or 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 be retrospective to and operate from the 1st 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 1st day of January, 1920 and the 31st day of March, 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 re-

ferred 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 30th day of June, 1920, and for the twelve months ending the 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 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 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 day 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 2nd day of October, 1919. AND I DO FURTHER ORDER by consent that this variation shall take effect as from the 1st day of January, 1920 in manner appearing in this order and shall continue in force until the 1st day of May, 1922.

HY. B. HIGGINS, J.

President of the said Court.

EXHIBIT.

"A" AGREEMENT dated 23rd April, 1920 between Australian Tramway Employees' Association and Melbourne and Metropolitan Tramways Board.

