

1917

**The Australian Tramway
Employees' Association**



**Memorandum of
Agreement**

BETWEEN THE

**Australian Tramway Employees'
Association**

AND

**Prahran and Malvern Tramways Trust,
Hawthorn Tramways Trust, Melbourne,
Brunswick and Coburg Tramways Trust,
and the North Melbourne Electric Tram-
ways and Lighting Company Ltd.**

Labor Call Print, Melbourne.

THE AUSTRALIAN TRAMWAY EMPLOYEES' ASSOCIATION

WITH

Prahran and Malvern Tramways Trust, Hawthorn
Tramways Trust, Melbourne, Brunswick and
Coburg Tramways Trust, and The North
Melbourne Electric Tramways and
Lighting Company Limited.

Agreement.



Melbourne :
Labor Call Print, Patrick Street,
1918

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Prahran and Malvern Tramways Trust

Memorandum of Agreement

MEMORANDUM OF AGREEMENT made and entered into this 24th day of October, One thousand nine hundred and seventeen BETWEEN PRAHRAN AND MALVERN TRAMWAYS TRUST of Coldblo-road Malvern in the State of Victoria (hereinafter referred to as "the Trust") 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 1904-1915 whose registered office is Bourke-street Melbourne (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 Trust 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 representatives of the Trust 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 Trust consenting to waive all objections to jurisdiction and as to the limits of the dispute and the powers of the President of the Court but so far only and to the extent only of the specific matters agreed upon between the Association and the Trust as hereinafter set forth. NOW THIS AGREEMENT WITNESSETH and the said parties hereto do hereby covenant and agree in manner following that is to say:—

1. The hours of work shall be approximately Day and eight hours a day and forty-eight hours a week's work. week.

2. The spread of hours from beginning to end of the day's work for traffic men shall not exceed nine consecutive working hours exclusive of meal relief, except—

(a) On Sundays when it shall not exceed eleven consecutive hours or

(b) In the case of such Motormen or Conductors not exceeding thirty per cent. of the whole number as are required to work broken shifts. In the case of two-thirds of such thirty per cent. the spread of hours shall not exceed twelve and in the case of one-third of such thirty per cent. the spread of hours shall not exceed twelve and a half hours, with the exception that on Saturdays and holidays the spread of hours for broken shifts shall not exceed thirteen. Every endeavour will be made and any suggestion will be considered by the Trust to reduce such percentage.

3. The work of extra Motormen and Conductors shall be confined within twelve consecutive hours or they shall be paid for all time worked in excess thereof at the rate of time and a half. Spread of hours—Extra men.

4. Motormen and Conductors on the permanent staff shall be entitled to one day off duty without pay each week. Extra Motormen and Conductors shall as far as practicable also be entitled to one day off duty without pay each week. Six-day week.

5. If a rostered day off be cancelled without forty-eight hours' notice to the employee he shall be paid a full day at time and a quarter rate. In the case of cancellation being rendered necessary by the act default or sickness of another employee of which the Management is not cognisant forty-eight hours previously the length of notice necessary to be given shall be twenty-four hours. If a day off be cancelled with due notice a full day's work shall be paid for at ordinary rates. Payment cancelled day off.

Travelling
time.

6. All permanent Motormen and Conductors shall begin and finish their work at the Depot to which they are attached or travelling time shall be allowed. Extra Motormen and Conductors shall be given 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 such Depot in excess of the time necessary to travel from home to the Depot to which they are attached.

Time for sign-
ing on and off.

7. Motormen and Conductors shall be paid for all their time on duty from time of signing on to the time of signing off. The following allowances shall be made over and above the actual running time of the cars:—

Straight shifts 10 minutes.

Broken shifts 15 minutes.

Time between
shifts.

8. No Motorman or Conductor on the permanent staff 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.

9. Motormen and Conductors on the permanent staff shall work day and night shifts on alternate weeks as far as possible; if otherwise they shall all share the day shifts in rotation.

Minimum for
work or stand-
ing by.

10. When a permanent employee is directed or is required by roster to attend for duty and actually attends and 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 a permanent employee is directed or is required by a 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 at the least.

When an extra employee is directed or required by roster to attend for duty and actually attends and is required for work and/or to stand by for work he shall be paid for all time worked at full rates and for all

time standing by half rates but for four hours' work and/or standing by during the day at least.

No payment shall be made under this clause in a case where the Trust has notified 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.

11. Employees shall have the right to ex- Exchanging change shifts or days off between themselves shifts. by mutual arrangement subject to the consent of the Management.

12. All work done by a Motorman or Con- Special rate ductor between the hours of 1 a.m. and 5 a.m. after 1 a.m. shall be paid for at double rates.

13. All duty done by Motormen and Con- Motormen and ductors in excess of eight hours in any one Conductors' day shall be paid for at time and a quarter overtime rates. rates for the first hour and at the rate of time and a half afterwards. Ordinary rates shall be paid for such time as is attributable to interruptions to traffic caused by accidents or fires or by instructions from Government Municipal or Police Authorities.

14. Each casual employee shall receive a Minimum for minimum wage of fifty shillings per week of casual men six days averaged over two weeks of service weekly. or should he be employed for a lesser period than two weeks a minimum wage at the rate of fifty shillings per week averaged over the period of less than two weeks of service. Sunday work to be paid for in addition to the guarantee and when a casual is required to attend for Sunday duty by direction or by roster and actually attending shall be paid for the number of hours actually on duty not being less than six hours.

15. All duty performed by employees other General over- than Motormen and Conductors in the tramway time rates. service shall not exceed eight and three quarters per day and four and one quarter hours on Saturday except overtime rates be paid. The overtime rates shall be time and a quarter for the first hour and time and a half thereafter. Work done between the hours of midnight and 7.30 o'clock a.m. and on Sundays shall be paid at the rate of time and a

half. This clause shall not apply to Car Cleaners and employees who ordinarily work at night nor to Shedmen whose duties rotate.

Sundry rates. 16. Save as herein otherwise provided all duty done on Sundays by employees who are not at present covered by a Wages Board Award on the subject shall be paid for at the rate of time and a quarter rates.

Holiday rates. 17. All duty done by employees who are not at present covered by a Wages Board Award on the subject shall be paid at time and a half rates on Christmas Day Boxing Day New Year's Day Easter Monday Good Friday Eight Hours' Day Anniversary Day and King's Birthday.

Rates for training. 18. Motormen and Conductors shall be paid an extra rate of twopence per hour for training students.

Promotion. 19. Promotion shall be governed by capability suitability seniority and record.

A payment for mixed functions. 20. An employee shall perform such work as the Trust may from time to time require; 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.

Rates for reports. 21. For reporting in writing as to an accident or other incident on forms separate from the day report the employee shall be entitled to fourpence.

Rate for attendance at Head Office. 22. An employee attending by instruction 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. 23. Employees shall subject to such conditions as the Trust may from time to time impose be allowed to travel free on the tramways on production of their passes provided for the purpose.

24. Each Motorman and Conductor and each Uniforms. employee required by the Trust to be in uniform shall be provided from time to time as required with uniform.

25. A Student Conductor shall be provided with a separate outfit whilst training. All shortages incurred by Student Conductors during their training period shall be deducted from their first pay. In the event of a Student Conductor not completing his training from any cause all shortages incurred by him shall be deducted from the general overs. Shortages shall be paid on pay day by Conductors and all overs with exception stated in the preceding paragraph shall be credited by the Trust to a benefit library or other mutually approved fund for the men.

26. Official notices relating to the business Association of the Association may be posted on suitable boards at each car depot. 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 thereon shall be under the control of the Trust.

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

28. 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. The test to be conducted by the Medical Officer of the Trust.

29. Except in case of grave misconduct the services of an employee shall not be terminated without one week's notice on either side or (if the employer terminates the service) one week's pay in lieu of notice.

30. When a charge involving suspension or dismissal is made by any person whether inside or outside the service of the Trust against an employee of three months' service or over the employee shall be forthwith notified of the charge in writing and shall be permitted to call evidence in his defence and as far as it lies in the power of the Trust he shall be con-

fronted with the person making the charge. At the enquiry the man charged shall be entitled (if he choose) to be represented by an officer or member of the Association duly authorised by the Association.

Annual holi-
days.

31. All employees who have had twelve months' continuous service in the Trust shall be granted twelve consecutive days' annual holiday on full pay. Employees leaving after twelve months' service shall be entitled to payment pro rata in lieu of any accrued holidays for their then current year but no account is to be taken of any lesser period than one month for the purpose of this clause. In calculating the service for the rate of pay in traffic branch and annual leave the time of actual service as an extra employee shall be deemed to be service.

Wages—Pay-
ment weekly.
Board of
Reference.

32. Wages to be paid weekly.
33. 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 in case the Board of Reference be equally divided on any question or either party call in his assistance.

Subjects for
Board of Re-
ference to deal
with.

34. 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 it may be referred to the Board of Reference and the decision of the Board shall be final and conclusive between the parties to the reference as well as to the parties to this Agreement but no variation in the rates of the 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. 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 any clause thereof.

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

36. The Engineer and Manager of the Trust and the Secretary of the Victorian Branch No. 2 of the Association together with each member of the Board of Reference shall be given at least forty-eight hours' notice in writing of any meeting and the business to be transacted thereat and four members shall form a quorum. Meeting of Board of Reference

37. For any breach of this Agreement the maximum penalty shall be in the case of the Association or the Trust One thousand pounds or in the case of individual members of the Association Ten pounds. Penalty for breach.

38. Employees shall be paid time and a half rates for all call back duty the minimum payment under this clause to be Two shillings and sixpence. Call-back duty —Payment.

39. Within two months from the date of this Agreement the Trust shall reduce the number of casual or extra employees in the traffic staff to not more than ten per cent. of the total number of Motormen and Conductors and shall further within twelve months of the date hereof abolish the employment of casuals entirely. Casuals—Traffic staff.

40. This Agreement shall come into operation on the First day of October One thousand nine hundred and seventeen and shall continue in force till the Thirty-first day of December One thousand nine hundred and eighteen. Pending agreement.

INTERPRETATION.

"Track Repairers or Fitters" are defined to be the men who take up and relay or file fit or fasten rails points crossings or other iron work of track or take up and reset paving blocks or setts or do beater packing opening up or lifting track. Track Repairers—Fitters' duties.

"Employees" shall mean employees being members of the said Association.

FIRST SCHEDULE.**RATES OF PAY.**

Per day.

Motormen and Conductors—

First year of service in that capacity 10/-

Second year of service in that capacity 10/6

Third year of service in that capacity
and thereafter 11/-

Shedmen or Pitmen 11/6

Battery Men 11/-

Blacksmith 12/4

Striker 10/6

Night Watchmen at Depots 10/-

Other Night Watchmen (Wages Board
rates and hours)

Rates of pay. Car Washers 10/-

Track Laborers 10/-

Track Repairers or Fettleers 10/6

Ganger 11/6

Track Cleaners and Pointsmen 10/-

Block and Pitcher Setter 11/-

Driver (pair of horses) 50 hours per
week £3/6/-

Motor Roller Driver 11/-

Lavatory Man 10/-

Laborers 10/-

Youths—

First six months 5/2

Second six months 5/7

Second year 6/5

Third year and thereafter 7/3

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

THE COMMON SEAL OF
PRAHRAN AND MALVERN
TRAMWAY TRUST was affixed
hereto in the presence of

R. H. SHACKELL, Secretary.

PERCY J. RUSSELL, Member.

ALEX. CAMERON, Chairman.

THE COMMON SEAL OF THE
AUSTRALIAN TRAMWAY EM-
PLOYEES' 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

LIONEL L. HILL, President.

T. JEWELL, Secretary.

**THE PRAHRAN AND MALVERN TRAMWAY
TRUST.**

Dominion Chambers,

59 William-street, Melbourne,

October 26, 1917.

T. Jewell, Esq., Secretary,

Australian Tramway Employees'
Association,

Bourke-street, Melbourne.

Dear Sir,—

Referring to the Agreement between my
Trust and your Association certified by the
Judge of the Arbitration Court on the 24th
instant, I am directed to inform you that the
Trust will, during the continuance of the
Agreement, pay the Signalmen the same wages
as they are at present being paid.

Yours faithfully,

(Signed) R. H. SHACKELL,

Secretary.

Hawthorn Tramways Trust

MEMORANDUM OF AGREEMENT made and entered into this Eleventh day of September One thousand nine hundred and seventeen BETWEEN the HAWTHORN TRAMWAYS TRUST of Power Street Hawthorn in the State of Victoria (hereinafter referred to as "the Trust") 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 Bourke Street Melbourne (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 Trust 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 representatives of the Trust 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 Trust consenting to waive all objections to jurisdiction and as to the limits of the dispute and the powers of the President of the Court but so far only and to the extent only of the specific matters agreed upon between the Association and the Trust as hereinafter set forth. NOW THIS AGREEMENT WITNESSETH and the said parties hereto do hereby covenant and agree in manner following that is to say:—

1. The minimum rates to be paid to the employees members of the Association from and after the first day of January One thousand nine hundred and seventeen shall be those set out in the First Schedule hereunder written.

2. The hours of work shall as far as practicable be eight hours per day and forty-eight hours per week which shall constitute a full working week.

3. All permanent employees shall be entitled to one day off duty in each week without pay.

4. If a rostered day off be cancelled with- out forty-eight hours' notice to the employee he shall be paid a full day's work at time and a quarter rates. If the day off be cancelled with due notice a full day's work shall be provided and paid for at ordinary rates.

5. Employees shall have the right to exchange shifts or days off between themselves subject to the consent of the Management.

6. All employees shall be paid for all time on duty from the time of signing on until the time of signing off.

7. Employees shall be paid time and a half rates for all call back duty the minimum payment under this clause to be two shillings and sixpence.

8. Motormen and Conductors shall be allowed a minimum of thirty minutes for meal relief with a maximum of sixty minutes.

9. Meal relief excepting as to ten per cent. shall not be postponed beyond five and a half hours; as to the ten per cent. meal relief shall not exceed six hours.

10. Motormen Conductors and Traffic Men shall save as to forty per cent. thereof have their work on week days confined within a spread of nine and a quarter hours; if the spread exceed nine and a quarter hours overtime at the rate of time and a quarter shall be paid for all time in excess of nine and a quarter hours; on Sundays the work shall be confined within a spread of ten hours forty minutes. The work of ten per cent. of the forty per cent. above referred to shall be confined within twelve hours, fifteen per cent. within twelve and a quarter hours and the

remaining fifteen per cent. not to exceed twelve and a half hours. If twelve and a half hours is exceeded double rates shall be paid.

Time between shifts.

11. No Motorman or Conductor on the permanent staff shall commence another shift after his shift is finished until he has been at least ten hours off duty except when necessary to avoid loss of trips or when changing shifts.

Day and night shifts.

12. Motormen and Conductors shall work day and night shift on each alternate week so far as the inequality of the number of a.m. and p.m. shifts permit. Each Motorman and Conductor to get their due proportion of the a.m. and p.m. shifts.

Minimum for work.

13. When a permanent 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' pay.

Special rate after 1 a.m.

14. All work done by Motormen and Conductors and Traffic Men between the hours of 1 a.m. and 5 a.m. shall be paid for at double rates.

Annual leave.

15. All employees who have had twelve months' continuous service in the Trust shall be granted twelve consecutive days' annual holiday on full pay. Employees leaving after twelve months' service shall be entitled to payment pro rata in lieu of any accrued holidays for their then current year.

Holiday roster.

16. A holiday roster shall be posted in a conspicuous place in each depot showing in advance (1) the names of the men entitled to holidays (2) the date when holidays are due (3) the date when holidays are to commence.

Rates for reports.

17. For reporting in writing as to an accident or other incident on forms separate from the day report the employee shall be entitled to fourpence.

General overtime rates.

18. Overtime rates for duty in excess of eight hours shall be paid at the rate of time and a quarter for the first hour and time and a half thereafter excepting where such overtime is attributable to interruption of traffic

due to accident or fires or to instructions from Government Municipal or Police authority when ordinary rates are to be paid.

19. Motormen and Conductors required for duty on their Sunday off shall be paid a minimum of six hours twenty minutes at Sunday rates provided that except in cases of emergency no motorman or conductor shall be compelled to take up duty on his rostered Sunday off. This clause shall override cancellation of day off.

Minimum payment, Sunday work.

20. All duty done by employees on Christmas Day, Boxing Day, New Years' Day, Good Friday, Easter Monday, Eight Hours Day, Anniversary Day and King's Birthday shall be paid for at the rate of time and a half.

Holiday rates.

21. Motormen and Conductors shall be paid an extra rate of twopence per hour when students are being trained on the cars.

Rates for training.

22. Student Conductors shall be provided with a separate outfit when training.

Students' Outfit.

23. Conductors shall be provided with the necessary amount of change moneys by the Trust.

Conductors' change money.

24. Promotion shall be governed by capability suitability seniority and record.

Promotion.

25. At each depot a list of Motormen and Conductors thereat in order of seniority as to service shall be kept exhibited in a conspicuous place to which all employees have access.

Seniority list.

26. All employees shall perform such work as the Trust may from time to time require but when an employee is used for mixed functions or for functions other than his usual functions he shall be treated for the purpose of calculating his pay for the day as if he were employed only to perform such of his functions as carry the highest rate under this Agreement.

Mixed functions' payment

27. Any employee attending by instruction at the 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 a case where it is on account of his own misconduct.

Rates for attendance at Head Office.

- Free passes. 28. Employees shall be entitled to free transit on the Trust's tramways system subject to such conditions as the Trust may from time to time impose.
- Uniforms. 29. Each Motorman and Conductor to be supplied with uniforms as follows:—
- 1 Mackintosh every two years.
 - 1 Cap every year.
 - 1 Tunic every year.
 - 1 Trousers every nine months.
 - 1 Khaki Tunic every two years.
 - 1 Khaki Trousers every two years.
 - 1 Khaki Cap Cover every two years.
 - 1 Waterproof Cap Cover every two years.
- Oilers for track cleaners. 30. Each track cleaner to be supplied with oiler from time to time as required.
- Association notices. 31. Association notices may be posted on a board in the Depot the board to be provided by the Trust.
- Conductors' shorts. 32. Conductors to pay all shortages in cash as at present. Overs to be credited to a sick and accident fund or other fund for the benefit of the employees.
- Vision test. 33. 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. 34. The service of an employee shall not be terminated without one week's notice in writing or one week's pay in lieu thereof except in cases of grave misconduct when the employee may be instantly dismissed.
- Sundays off duty. 35. Employees shall be entitled to a day off duty on each alternate Sunday as far as practicable.
- Special rosters. 36. Special rosters shall be posted at least forty-eight hours before the day upon which such roster shall be worked except where otherwise necessary in cases of emergency.
- Board of reference. 37. For the purpose of this Agreement a Board of Reference shall be 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 in case the

Board be equally divided on any question or either party shall call in his assistance.

38. If any dispute or question arise under this Agreement 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 Trust and the Trust it may be referred to the Board and the decision of the Board shall be final and conclusive between the parties to the reference as well as to the parties to this Agreement but no variations in the rates of wages or substantial deviation from the terms of this Agreement shall be sought to be procured by either party or made by the Board. 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 any clause thereof.

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

40. The Manager of the Trust and the Secretary of the Branch of the Association in which the dispute or question arises together with each member of the Board shall be given at least forty-eight hours' notice in writing of any meeting and the business to be transacted thereat and except with the consent in writing of both parties all members must be present to form a quorum. Notice of sittings.

41. 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 excepting in accordance with the terms and conditions prescribed herein as if the contractor or other person were himself a party to and bound by this Agreement. Agreement to apply to contractor.

42. When a charge involving suspension or dismissal is made by any person whether inside or outside the service of the Trust against an employee of three months' service or over the employee shall be forthwith notified of the charge in writing and shall be permitted to call evidence in his defence and as far as it lies in the power of the Trust he Charges against employees.

Free passes. 28. Employees shall be entitled to free transit on the Trust's tramways system subject to such conditions as the Trust may from time to time impose.

Uniforms. 29. Each Motorman and Conductor to be supplied with uniforms as follows:—

- 1 Mackintosh every two years.
- 1 Cap every year.
- 1 Tunic every year.
- 1 Trousers every nine months.
- 1 Khaki Tunic every two years.
- 1 Khaki Trousers every two years.
- 1 Khaki Cap Cover every two years.
- 1 Waterproof Cap Cover every two years.

Oilers for track cleaners. 30. Each track cleaner to be supplied with an oiler from time to time as required.

Association notices. 31. Association notices may be posted on a board in the Depot the board to be provided by the Trust.

Conductors' shorts. 32. Conductors to pay all shortages in cash as at present. Overs to be credited to a sick and accident fund or other fund for the benefit of the employees.

Vision test. 33. 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. 34. The service of an employee shall not be terminated without one week's notice in writing or one week's pay in lieu thereof except in cases of grave misconduct when the employee may be instantly dismissed.

Sundays off duty. 35. Employees shall be entitled to a day off duty on each alternate Sunday as far as practicable.

Special rosters. 36. Special rosters shall be posted at least forty-eight hours before the day upon which such roster shall be worked except where otherwise necessary in cases of emergency.

Board of reference. 37. For the purpose of this Agreement a Board of Reference shall be 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 in case the

Board be equally divided on any question or either party shall call in his assistance.

38. If any dispute or question arise under this Agreement 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 Trust and the Trust it may be referred to the Board and the decision of the Board shall be final and conclusive between the parties to the reference as well as to the parties to this Agreement but no variations in the rates of wages or substantial deviation from the terms of this Agreement shall be sought to be procured by either party or made by the Board. 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 any clause thereof.

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

40. The Manager of the Trust and the Secretary of the Branch of the Association in which the dispute or question arises together with each member of the Board shall be given at least forty-eight hours' notice in writing of any meeting and the business to be transacted thereat and except with the consent in writing of both parties all members must be present to form a quorum.

41. 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 excepting in accordance with the terms and conditions prescribed herein as if the contractor or other person were himself a party to and bound by this Agreement.

42. When a charge involving suspension or dismissal is made by any person whether inside or outside the service of the Trust against an employee of three months' service or over the employee shall be forthwith notified of the charge in writing and shall be permitted to call evidence in his defence and as far as it lies in the power of the Trust he

Subjects for Board of Reference to deal with.

Sittings of Board of Reference.

Notice of sittings.

Agreement to apply to contractor.

Charges against employees.

shall be confronted with the person making the charge. At the enquiry the man charged shall be entitled (if he choose) to be represented by any officer or member of the Association duly authorised by the Association.

Existing practices. 43. Existing practices to be adhered to unless they are in conflict with the foregoing conditions.

Tenure of agreement. 44. This Agreement shall come into operation as to the wages set out in the First Schedule from the first day of January One thousand nine hundred and seventeen and as to the rest of this Agreement as from the first day of September One thousand nine hundred and seventeen and shall continue in force until the thirty-first day of December One thousand nine hundred and eighteen.

INTERPRETATION.

Track Repairers' duties. "Track Repairers" are defined to be men who take up and relay or file fit or fasten rails points or crossings and other iron work of track or take up and reset paving blocks or sets, beater packing and lifting and opening track.

FIRST SCHEDULE.

RATES OF PAY.

Motormen and Conductors—

	Per Day.
First Year	10/-
Second Year	10/6
Third Year	11/-
Pitmen and Shedmen	11/6
Blacksmith	12/4
Blacksmith Striker	10/6
Watchman	10/-
Car Washers	10/-
Track Ganger	11/6
Track Laborers	10/-
Track Repairers and Fettlers	10/6
Horse Tower Waggon Drivers, 1 horse (50 hours)	10/6
Horse Tower Waggon Drivers, 2 horses (50 hours)	11/-
Dray Drivers (50 hours)	10/-
General Laborers	10/-
Youths—	
First six months (per week)	31/-
Second six months (per week)	33/6

Rates of pay.

Second year (per week) 38/6

Third year and thereafter (per week) 43/6

Youths on attaining the age of twenty-one years shall have preference over outside applicants for employment in the Trust for which they have the necessary qualifications and are considered suitable.

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

THE COMMON SEAL OF
THE HAWTHORN TRAM-
WAYS TRUST was hereto
affixed in the presence of

D. H. DUREAU, Chairman.

J. V. M. WOOD, Member.

A. M. HISLOP, Acting Secretary.

THE COMMON SEAL OF
THE AUSTRALIAN TRAM-
WAY EMPLOYEES' ASSO-
CIATION was hereto affixed in
the presence of

LIONEL L. HILL, President.

THOMAS JEWELL, Secretary.

HAWTHORN TRAMWAYS TRUST.

Secretary's Office, 31 Queen Street,
Melbourne, 17th Nov., 1917.

T. Jewell, Esq.,

Sec. Aust. Tramway Employees' Ass.,
Victorian Branch,
Unity Hall, Bourke Street,
Melbourne.

Dear Sir,—In reply to your favor of 15th inst., I am instructed to reply that the Trust agrees to the following clauses being taken as part of its agreement with your Association, dated 11th September last.

1. All duty performed by employees other than Motormen and Conductors in the Tramway Service shall not exceed eight and three-quarters per day and four and one-quarter hours on Saturday except overtime rates being paid. The overtime rates shall be time and a quarter for the first hour and time and a half thereafter. Work done between the hours of midnight and seven thirty o'clock a.m. and

on Sundays shall be paid at the rate of time and a half. This clause shall not apply to Car Cleaners and employees who ordinarily work at night nor to Shedmen and others whose duties rotate.

2. Save as herein otherwise provided all duty done on Sundays by employees who are not at present covered by a Wages Board Award on the subject shall be paid for at the rate of time and a quarter rates.

Yours faithfully,

(Signed) A. M. HISLOP,

Acting Secretary.



Melbourne, Brunswick and Coburg Tramways Trust

MEMORANDUM OF AGREEMENT made and entered into this Sixteenth day of October, One thousand nine hundred and seventeen BETWEEN THE MELBOURNE BRUNSWICK AND COBURG TRAMWAYS TRUST of Nicholson Street Coburg in the State of Victoria (hereinafter referred to as "the Trust") 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 1904-1915 whose registered office is Bourke Street Melbourne (hereinafter referred to as "the Association") of the other part. WHEREAS the Association by Plaint No. 63 of 1916 submitted certain claims which it is alleged were in dispute between inter alia the Trust 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 representatives of the Trust 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 Trust consenting to waive all objections to jurisdiction and as to the limits of the dispute and the powers of the President of the Court but so far only and to the extent only of the specific matters agreed upon between the Association and the Trust as hereinafter set forth. NOW THIS AGREEMENT WITNESSETH and the said parties hereto do hereby covenant and agree in manner follow-

on Sundays shall be paid at the rate of time and a half. This clause shall not apply to Car Cleaners and employees who ordinarily work at night nor to Shedmen and others whose duties rotate.

2. Save as herein otherwise provided all duty done on Sundays by employees who are not at present covered by a Wages Board Award on the subject shall be paid for at the rate of time and a quarter rates.

Yours faithfully,

(Signed) A. M. HISLOP,

Acting Secretary.



Melbourne, Brunswick and Coburg Tramways Trust

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ing that is to say:—

A. The minimum rates to be paid to the employees members of the Association from and after the first day of January One thousand nine hundred and seventeen shall be those set out in the First Schedule hereunder written.

B. The following working conditions shall be observed as to all employees mentioned in the First Schedule.

- Day and week's work. 1. Forty-eight hours shall constitute a week's work and approximately eight hours a day's work in the service of the Trust.
- Six-day week. 2. Motormen and Conductors on the permanent staff shall be entitled to a day off duty each week without pay.
- Cancellation of day off. 3. If a rostered day off of permanent Motormen and Conductors be cancelled without one day's notice to the Motorman or Conductor he shall be paid for two hours' work at least and at the rate of time and a half or (if he have a full day's work) at the rate of time and a quarter.
- Payment cancelled day off. 4. If a rostered day off be cancelled with at least twenty-four hours' notice thereof to the employee a full day's work on such cancelled day shall be provided at ordinary rates.
- Exchanging shifts. 5. Employees shall have the right to exchange shifts or days off between themselves subject to the approval of the officer in charge.
- Paid for all duty. 6. All employees shall be paid for all their time on duty from the time of signing on until the time of signing off. As far as practicable no employee shall sign off more than twice in any one day.
- Call-back work. 7. Motormen and Conductors on the permanent staff who are called back to run trips after their ordinary rostered work for the day is 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 hours at the rate of time and three-quarters, and for all further time so worked at double rates. In reckoning payment for call back duty the minimum time to be worked for each increase of rate

shall be fifteen minutes. Call back duty shall not be affected by the limitations imposed by Clause 10.

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

9. Employees shall not be required to work more than five and a quarter hours without meal relief except (a) in cases agreed on in writing between the Trust and the Victorian Branch, No. 1 of the Association or (b) fixed by the Board of Reference or (c) in cases of emergency where delay or inconvenience would be occasioned by having to obtain consent or sanction of the Board.

10. Motormen and Conductors on the permanent staff shall save as to thirty per cent. thereof have their work confined within ten consecutive hours on all days save Saturdays, Sundays Public Holidays and other days when exceptional traffic requires special tables to be used on which days it shall be confined within eleven consecutive hours. The remaining thirty per cent. of Motormen and Conductors on the permanent staff above referred to shall be paid at the rate of time and a quarter for all time they work on any day outside a spread of eleven hours and double time for all time they work outside a spread of twelve hours.

11. No Motorman or Conductor shall commence another shift after his shift is finished until he has been at least ten hours off duty except when changing shifts or when necessary to avoid loss of trips or to meet special emergencies.

12. Motormen and Conductors on the permanent staff shall work day and night shifts on alternate weeks as far as possible; if otherwise they shall all share the day shifts in rotation.

13. When any Motorman or Conductor by direction or by roster attends at his proper time and is not required for duty he shall be paid a half day's pay.

14. Unless otherwise herein specified all duty done by Motormen and Conductors in excess of eight hours in any one day shall

Time between meals.

Spread of hours.

Time between shifts.

Day and night shifts.

Minimum for work.

Overtime rates for Motormen and Conductors.

ing that is to say:—

A. The minimum rates to be paid to the employees members of the Association from and after the first day of January One thousand nine hundred and seventeen shall be those set out in the First Schedule hereunder written.

B. The following working conditions shall be observed as to all employees mentioned in the First Schedule.

- Day and week's work. 1. Forty-eight hours shall constitute a week's work and approximately eight hours a day's work in the service of the Trust.
- Six-day week. 2. Motormen and Conductors on the permanent staff shall be entitled to a day off duty each week without pay.
- Cancellation of day off. 3. If a rostered day off of permanent Motormen and Conductors be cancelled without one day's notice to the Motorman or Conductor he shall be paid for two hours' work at least and at the rate of time and a half or (if he have a full day's work) at the rate of time and a quarter.
- Payment cancelled day off. 4. If a rostered day off be cancelled with at least twenty-four hours' notice thereof to the employee a full day's work on such cancelled day shall be provided at ordinary rates.
- Exchanging shifts. 5. Employees shall have the right to exchange shifts or days off between themselves subject to the approval of the officer in charge.
- Paid for all duty. 6. All employees shall be paid for all their time on duty from the time of signing on until the time of signing off. As far as practicable no employee shall sign off more than twice in any one day.
- Call-back work. 7. Motormen and Conductors on the permanent staff who are called back to run trips after their ordinary rostered work for the day is 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 hours at the rate of time and three-quarters, and for all further time so worked at double rates. In reckoning payment for call back duty the minimum time to be worked for each increase of rate

shall be fifteen minutes. Call back duty shall not be affected by the limitations imposed by Clause 10.

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

9. Employees shall not be required to work more than five and a quarter hours without meal relief except (a) in cases agreed on in writing between the Trust and the Victorian Branch, No. 1 of the Association or (b) fixed by the Board of Reference or (c) in cases of emergency where delay or inconvenience would be occasioned by having to obtain consent or sanction of the Board.

10. Motormen and Conductors on the permanent staff shall save as to thirty per cent. thereof have their work confined within ten consecutive hours on all days save Saturdays, Sundays Public Holidays and other days when exceptional traffic requires special tables to be used on which days it shall be confined within eleven consecutive hours. The remaining thirty per cent. of Motormen and Conductors on the permanent staff above referred to shall be paid at the rate of time and a quarter for all time they work on any day outside a spread of eleven hours and double time for all time they work outside a spread of twelve hours.

11. No Motorman or Conductor shall commence another shift after his shift is finished until he has been at least ten hours off duty except when changing shifts or when necessary to avoid loss of trips or to meet special emergencies.

12. Motormen and Conductors on the permanent staff shall work day and night shifts on alternate weeks as far as possible; if otherwise they shall all share the day shifts in rotation.

13. When any Motorman or Conductor by direction or by roster attends at his proper time and is not required for duty he shall be paid a half day's pay.

14. Unless otherwise herein specified all duty done by Motormen and Conductors in excess of eight hours in any one day shall

Time between meals.

Spread of hours.

Time between shifts.

Day and night shifts.

Minimum for work.

Overtime rates for Motormen and Conductors.

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 excepting where such overtime is attributable to interruption of traffic due to accidents or fires or to instructions from Government Police or Municipal Authorities when ordinary rates are to be paid.

Overtime rates
—Other em-
ployees.

15. All duty performed by employees other than motormen or conductors in the tramway service shall not exceed eight and three-quarter hours per day and four and a quarter hours on Saturday. Any time worked over eight and three-quarter hours in any one day and four and a quarter hours on Saturday shall be paid at overtime rates. Overtime rates in any one day shall be paid at the rate of time and a quarter for the first hour and at the rate of time and a half thereafter.

Annual holi-
days.

16. All employees who have had twelve months' continuous service in the Trust shall be granted twelve consecutive days' annual holiday on full pay. Employees leaving after twelve months' service with the Trust shall be entitled to payment pro rata in lieu of any accrued holidays for their then current year.

Rates for
reports.

17. When making any report in writing as to an accident or other incident on a form separate from the day report the employee shall do so before signing off.

Annual leave
notice.

18. Seven days' notice of annual leave shall be given to the employee by roster or letter.

Holiday rates.

19. All duty done by employees on Christmas Day Boxing Day New Year's Day Good Friday Easter Monday Eight Hours' Day Anniversary and King's Birthday shall be paid for at the rate of time and a half.

Rate for
training.

20. Motormen and Conductors shall be paid an extra rate of twopence per hour when training students.

Students'
outfit.

21. Student Conductors shall be provided with the necessary outfit when training.

Conductors'
change money.

22. All Conductors shall be provided with the necessary amount of change money.

Promotion.

23. Promotion shall be governed by capability suitability seniority and record.

Payment for
mixed
functions.

24. All employees shall perform such work as the Trust may from time to time require

but when an employee 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 that fixed for his usual grade.

25. Any employee attending by instruction the 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 where his attendance is owing to his own misconduct.

Rate for
attendance at
Head Office.

26. Employees shall be given free passes on the Trust's tramways subject to such conditions as the Trust may from time to time impose.

Free passes.

27. Each Motorman and Conductor shall be supplied with uniforms uniform caps and overcoats from time to time when required.

Uniforms.

28. Each outdoor employee shall be provided with oilskin hat and coat when required.

Outdoor em-
ployees' over-
alls, etc.

29. Official notices relating to the business of the Association may be posted on suitable boards at the Depot. The Association shall be entitled to provide the boards for this purpose subject to the approval of the Manager but such boards and all notices posted or intended to be posted thereon shall be under the control of the Officers of the Trust.

Association
notices.

30. All shortages shall be paid on pay day by the Conductor and all overs shall be paid by the Trust to the credit of an accident amusement benefit or library fund for the men.

Conductors'
shorts.

31. 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.

Vision test.

32. Except in case of grave misconduct the service of an employee shall not be terminated without one week's notice on either side. A week's pay in lieu of notice shall be respectively paid or forfeited. Inefficiency and unsuitability shall be good and sufficient reason for dismissal of an employee.

Notice to
terminate
employment.

Wages—
Weekly pay-
ments.
Sundays off
duty.

33. Wages shall be paid weekly.
34. Employees shall be entitled to a day off duty on each alternate Sunday as far as practicable.

Meal time
payment—
Night shift,
Watchmen,
etc.

35. Meal time shall be counted in computing the hours of work in cases of car shed night shift night watchmen and overhead emergency men and other men required to have their meals on the premises of the employer.

Board of
Reference.

36. 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 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.

37. If any dispute or question arises under this Agreement or 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 Trust and the Trust it may be referred to the Board of Reference and the decision of the Board of Reference 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 of both parties in writing determine any question affecting the interpretation of this Agreement or any clause thereof.

Sittings of
Board of
Reference.

38. The Board shall sit at such time and place as the Board agrees but failing agreement as the Registrar may determine.

Notice of
sittings.

39. The Manager of the Trust and the Secretary of the Branch of the Association in which the dispute or question arises together with each member of the Board shall be given at least forty-eight hours' notice in writing of any meeting and the business to be

transacted thereat and four members shall form a quorum.

40. 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 herein as if the contractor or other person were himself a party to or bound by this Agreement.

41. When a charge is made against an employee by any person whether inside or outside the service of the Trust the employee shall be forthwith notified of the charge in writing and shall be permitted to give and to call evidence in his defence. At the enquiry the man charged shall be entitled (if he choose) to be assisted by any officer or member of the Association duly authorised by the Association.

42. Existing practices of the Trust are to be adhered to unless they are in conflict with the foregoing conditions.

43. This Agreement shall come into operation as to the wages set out in the First Schedule from the first day of January One thousand nine hundred and seventeen and as to the rest of this Agreement as from the first day of September One thousand nine hundred and seventeen and shall continue in force until the thirty-first day of December One thousand nine hundred and eighteen.

INTERPRETATION.

"Track Repairers" are defined to be 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.

FIRST SCHEDULE.

RATES OF PAY.

	Per Day.
Motormen and Conductors—	
First Year	10/-
Second Year	10/6
Third Year	11/-
Pitmen and Shedmen	11/6
Overhead Wireman, leading	12/-
Wireman	11/6

Rates of pay.

Track, Repairers' duties.

Agreement to apply to contractors.

Charges against employees.

Existing practices.

Tenure of agreement.

Rates of Pay	Wireman, Assistant	11/-
	Blacksmith	12/-
	Blacksmith's Striker	10/6
	Watchman	10/-
	Car Washers	10/-
	Track Ganger	11/6
	Track Laborers	10/-
	Track Repairers and Fettlers	10/6
	Horse Tower Waggon Drivers, 1 horse (50 hours)	10/6
	Horse Tower Waggon Drivers, 2 horses (50 hours)	11/-
	Dray Drivers	10/-
	General Laborers	10/-
	Per Week.	

Youths—

Rates of wages.	First Six Months	31/-
	Second Six Months	33/6
	Second Year	38/6
	Third Year and thereafter	43/6

Youths on attaining the age of twenty-one years shall have preference over outside applicants for employment in the Trust for which they have the necessary qualifications and are considered suitable. This Schedule shall not apply to any youth who has entered into an Indenture of Apprenticeship.

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

THE COMMON SEAL OF THE
MELBOURNE BRUNSWICK
AND COBURG TRAMWAYS
TRUST was affixed hereto in the
presence of

THOS. O'L. REYNOLDS, Chairman.

H. T. RICHARDS, Member.

C. ANDREWS, Secretary.

THE COMMON SEAL OF THE
AUSTRALIAN TRAMWAY EM-
PLOYEES' ASSOCIATION was
hereto affixed by direction of the
Federal Executive and a Resolu-
tion of the Special General Meet-
ing of the Victorian Branch of the
said Association in the presence of

LIONEL H. HILL, President.

T. JEWELL, Secretary.

North Melbourne Electric Tram- ways and Lighting Company Limited

MEMORANDUM OF AGREEMENT made this Eighteenth day of August One thousand nine hundred and seventeen Between THE AUSTRALIAN TRAMWAY EMPLOYEES' ASSOCIATION an Organization registered under the Commonwealth Conciliation and Arbitration Act 1904-1915 whose registered office is at Bourke-street Melbourne in the State of Victoria (hereinafter referred to as the Association) of the one part and the NORTH MELBOURNE ELECTRIC TRAMWAYS AND LIGHTING COMPANY LIMITED of Mount Alexander-road Ascot Vale in the said State (hereinafter called the Company which term wherever used shall include the Company's successors) of the other part. WHEREAS the Association by Plaint Number 63 of 1916 submitted certain claims which it alleged were in dispute between the Companies Bodies and persons mentioned in the plaint and their employees. 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 questions of jurisdiction and as to the limits of the dispute and as to the powers of the President of the said Court but 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 WINTESSETH AND IT IS HEREBY AGREED and the said parties hereto do hereby covenant and agree in manner following that is to say:—

This Agreement shall come into operation on the First of September 1917 and shall continue in force till the Thirty-first of December 1918.

INTERPRETATION.

Division A.

The following are the minimum rates to be paid to the Employees Members of the Australian Tramway Employees' Association from and after the First day of September One thousand nine hundred and seventeen (subject as hereinafter provided) any covenant or agreement to the contrary notwithstanding.

1. Motormen and Conductors during first year of service 9/6 per day.
2. Motormen and Conductors during second year of service 10/- per day.
3. Motormen and Conductors after second year of service 10/6 per day.
4. Car Washers 9/- per day.
5. Shed Laborers 9/- per day.
6. Track Laborers, 9/- per day.

Provided that Members of the said Association now in the Company's service (with the exception of those under Wages Boards Determinations) whose rates of pay are hereinbefore set out 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 or in the case of such as became Members of the said Association later than the said date of this Agreement the difference between the ordinary rates of pay under the old Agreement dated the Fourteenth day of January One Thousand nine hundred and thirteen and the ordinary rates of pay provided herein.

Division B.

The following working conditions shall apply:—

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 Tramway Company.

2. The work of 70 per cent. of the Motormen and Conductors on the permanent staff shall be confined within ten consecutive hours except one shift on Sundays which will not exceed ten and a half hours. The remaining 30 per cent. of the Motormen and Conductors on the permanent staff shall be paid at the rate of time and a quarter for all time they work on any day outside a spread of eleven hours and at double rate for all time outside a spread of twelve hours. This clause shall be suspended during Henley on the Maribyrnong, Show Week, Cup Week, and all Race Days at Flemington or Moonee Valley.

3. The work of Extra Motormen and Conductors shall be confined within twelve consecutive hours or they shall be paid for all time worked in excess thereof at the rate of time and a half. This clause shall be suspended during Henley on the Maribyrnong, Show Week, Cup Week, and all Race Days at Flemington or Moonee Valley.

4. Motormen and Conductors on the permanent staff shall be entitled to one day off duty without pay each week and also extra Motormen and Conductors as far as practicable.

5. Save during Henley on the Maribyrnong, Show Week, Cup Week and all Race Days at Flemington or Moonee Valley or in case of any special emergency a rostered day off shall not be cancelled without two days' notice to the Employee, and save at the times and on the days aforesaid if a rostered day off be cancelled without two days' notice to the Employee he shall be paid for two hours' work at least and at the rate of time and a half or (if he have a full day's work) at the rate of time and a quarter.

6. Motormen and Conductors shall be signed on and off at the Depot save on the Maribyrnong River Route where Motormen and Conductors at the break of shift and meal relief shall be signed on and off at Victoria-street.

7. The day's work of Motormen shall commence and finish at times set out therefor in duty.

Spread of hours—Permanent men.

Spread of hours—Extra men.

Six-day week.

Cancellation of day off.

Travelling time.

Paid for all

the roster. The day's work of Conductors shall commence five minutes before the time set out for the commencement of the day's work in the roster and shall end seven minutes after the time set out for the finish of the day's work in the roster.

Meal relief.

8. No meal relief shall be less than thirty minutes on any day unless sanctioned by the Victorian Branch of the Association or the Board of Reference.

Time between meals.

9. Save in the case of the three shifts at present in operation in which more than five and a quarter hours are worked without meal relief, meal relief for Motormen and Conductors shall not be postponed beyond five and a quarter hours except during Henley on the Maribyrnong, Show Week, Cup Week and on Race Days at Flemington or Moonee Valley and in cases agreed on in writing between the Company and the Victorian Branch of the Association or fixed by the Board of Reference.

New shift.

10. Except in a case of extreme urgency and during Henley on the Maribyrnong, Show Week, Cup Week, and all Race Days at Flemington or Moonee Valley no Motorman or Conductor on the permanent staff shall be called on to begin a new shift (a day's work) unless he shall have been at least ten hours off duty. This clause shall apply to extra and casual Motormen and Conductors as far as practicable.

Day and night shifts.

11. Motormen and Conductors other than Casuals and Extras not working broken shifts shall work day shifts and night shifts in each alternative week.

Minimum for work.

12. When a permanent 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 a permanent 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 at the least. When a

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

This clause shall be suspended during Henley on the Maribyrnong, Show Week, Cup Week and on all Race Days at Flemington or Moonee Valley.

13. Employees shall have the right to exchanging exchange shifts or days off between themselves shifts. by mutual arrangement subject to the consent of the Manager.

14. All duty done by Motormen and Con-Sunday rates. ductors on Sundays shall be paid for at the rate of time and a quarter.

15. All duty done by Motormen and Con-Holiday rates. ductors on Christmas Day, Boxing Day, New Year's Day, Easter Monday, Good Friday, Eight Hours' Day, Anniversary Day and King's Birthday shall be paid at the rate of time and a quarter.

16. Unless otherwise herein specially pro-General over-vided, all duty done by employees in the ser-time rates. vice of the Company mentioned herein in excess of forty-eight hours in any one week shall be paid for at the rate of time and a quarter.

17. All work performed by Motormen and Special rate Conductors between 1 a.m. and 5 a.m. shall be after 1 a.m. paid for at the rate of time and a half.

18. All duty done by Motormen and Con-ductors in excess of eight and a half hours in any one day shall be paid for at time and a half rates. Minimum rates only shall be paid for such time as is attributable to interruptions of traffic caused by accidents or fires or by instructions from Government, Municipal or Police authorities.

Overtime rates
for trackmen.

19. The time of duty for track laborers shall not exceed 8¾ hours per day and 4¼ hours on Saturday. Any time worked over 8¾ hours in any one day and 4¼ hours on Saturday 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 thereafter.

20. Track Repairers and Track Laborers on duty between midnight and 7.30 a.m. shall be paid at the rate of time and a half.

Overtime rates
for other
employees.

21. All duty done by other employees in the Tramway service mentioned herein in excess of forty-eight hours in any one week shall be paid for at time and a quarter rates for the first six hours and at the rate of time and a half afterwards unless equivalent time off be granted to the employee on his application in writing.

Training
students.

22. Motormen and Conductors shall be paid an extra rate of 2d. per hour when training students.

Annual Holi-
days.

23. Motormen and Conductors shall during the currency of this Agreement and after twelve months' service be entitled to six consecutive days' leave of absence annually on full pay and in calculating the length of service, service prior to the date of this Agreement shall be included provided that no annual leave shall be granted prior to the First day of January One thousand nine hundred and eighteen. Leave shall be granted at such times during the year as may be convenient to the Company.

Promotion.

24. Promotion shall be governed by capability, suitability and record.

Payment for
mixed
functions.

25. An employee shall perform such work as the Company may from time to time require but where he is used for mixed functions or for functions other than his usual functions he shall be treated for the purpose of calculating his pay for the day as if he were employed only to perform such of his functions as carry the highest rate under this Agreement.

Rate for
reports.

26. 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 (4d.).

27. An employee attending by instructions at Rates for Head 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.

28. Conductors before shorts are charged Conductors' against them shall be allowed to inspect their way bills 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 error in a Conductor's report shall be refunded by the Company.

29. Association notices to be approved by Association Manager may be posted on suitable boards in notices. the Depot.

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

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

32. In calculating service under Division A Actual service. 1, 2 and 3 hereof the time of actual service as an extra or casual employee shall be deemed to be service.

33. The service of a permanent employee Conduct. shall not be terminated for other than grave misconduct unless a week's notice be given to him by an Officer of the Company 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.

Casuals.

34. Each casual employee shall receive a minimum wage of Two pounds ten shillings per week averaged over each six weeks of his service or should he be employed for a lesser period than six weeks he shall receive a minimum wage at the rate of Two pounds ten shillings per week or at the rate of 8/4 per day averaged over his period of service.

Uniforms.

35. Each Motorman and conductor and each employee required by the Company to be in uniform shall be provided from time to time as required with a tunic and cap.

Charges.

36. When a charge is made against an employee by any person whether inside or outside the service of the Company, the employee shall be forthwith notified of the charge in writing and shall be permitted to give and to call evidence in his defence. At the enquiry the man charged shall be entitled (if he choose) to be assisted by an Officer of the Association duly authorised by the Association.

Board of Reference.

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

Subject for Board of Reference to deal with.

38. 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 said Company and the said Company it may be referred to the Board of Reference and the decision of the 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 any clause thereof.

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

40. The Manager of the Company and the Secretary of the Victorian Branch of the Association together with each member of the Board shall be given at least forty-eight hours' notice in writing of any meeting and the business to be transacted thereat and four members shall form a quorum. Notice of sittings.

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. This Clause shall only apply to the ordinary business of the Company. Agreement to apply to contractors.

42. For any breach of this Agreement the maximum penalty shall be in the case of the Association or the Company One thousand pounds (£1000) or in the case of individual members of the Organization Ten pounds (£10) each.

TEMPORARY ALLOWANCE.

1. The Company hereby undertakes to make a special allowance in addition to the wages payable under this Agreement during the eleven months ending Thirtieth day of November One thousand nine hundred and seventeen by way of a bonus at the rate of three shillings per week or sixpence per day to men employed in all occupations mentioned in Division A hereof whose minimum rates of wage are fixed at less than eleven shillings per day provided that they are not in receipt by reason of the determination of any Wages Board or authority of any minimum overtime or special rate of wage higher than the rates of same fixed in this Agreement. The Company also undertakes to pay during the said eleven months to every adult employee included in Division C. Temporary allowance or bonus.

Division A hereof with the exceptions hereinbefore mentioned a further bonus sufficient to increase the combined minimum rate of wage and bonus to ten shillings per day. All such bonuses shall on the First day of December One thousand nine hundred and seventeen cease.

2. Within one month from the First day of December One thousand nine hundred and seventeen and the First day of June One thousand nine hundred and eighteen respectively the Association may request the Company to continue to give to men over twenty-one years of age (in addition to the minimum rate of pay scheduled in Division A herein) bonuses not exceeding one shilling per day in lieu of the bonuses which expired on that date and (provided the conditions contained in the following clauses hereof are complied with) the Company will continue to give such bonuses as may be determined in accordance with the said conditions as from the said First day of December One thousand nine hundred and seventeen or First day of June One thousand nine hundred and eighteen respectively and for a period of six months from such dates whereupon they shall cease.

3. In the event of the said request being made under Clause (2) hereof the Association shall within one month from the First day of December One thousand nine hundred and seventeen or the First day of June One thousand nine hundred and eighteen respectively forward to the Company a Certificate from the Commonwealth Statistician. Such Certificate shall quote the "Purchasing Power of Money Index Number for Melbourne (Food Groceries and House Rent)" compiled upon the basis at present adopted by the Commonwealth Statistician for the following years:—

Year ending 30th September 1912.

Year ending 30th September 1916.

And for the year ending 30th September 1917 or 31st March 1918 as the claim may require.

4. For the half year commencing First day of December 1917 the bonuses to be given in

lieu of the respective bonuses expiring on that date shall bear the same proportion to these bonuses as the difference between the Index Number quoted for the years ending 30th September 1912 and 30th September 1917 bears to the difference between the Index Numbers quoted for the years ending 30th September 1912 and 30th September 1916.

5. For the half year commencing on the First day of June 1918 the bonuses to be given in lieu of the respective bonuses expiring on the Thirty-first day of May 1918 shall bear the same proportion to the respective bonuses which expired on the Thirtieth day of November One thousand nine hundred and seventeen as the difference between the Index Number quoted for the years ending Thirtieth day of September 1912 and Thirty-first day of March 1918 bears to the difference between the Index Numbers quoted for the years ending Thirtieth day of September 1912 and Thirtieth day of September 1916.

6. In calculating any bonus under Clauses (4) and (5) hereof the nearest penny shall be taken but no bonus shall under any circumstances exceed the sum of one shilling per day or six shillings per week.

7. In calculating the amount of daily bonuses (if any) payable to men employed in all occupations mentioned in Division A hereof (including casuals) such men shall only be entitled to receive such part of the said bonuses as bears the same proportion to the total amount of the said bonuses as the number of hours actually worked bears to a full day's work as defined by Clause 1 of Division B hereof.

IN WITNESS whereof the said parties hereto have hereunto set their hands and seals at Melbourne the day and year first before written.

THE COMMON SEAL OF THE AUSTRALIAN TRAMWAY EMPLOYEES' ASSOCIATION was hereto affixed by direction of the Federal Executive and Resolution of the Special General

Meeting of the Victorian Branch
of the said Association in the
presence of

LIONEL L. HILL, General President.
T. JEWELL, General Secretary.

EXECUTED BY THE NORTH
MELBOURNE ELECTRIC
TRAMWAYS AND LIGHTING
COMPANY LIMITED by J. G.
WHITE and Co. Limited by its
Attorney A. D. Murdoch in the
presence of

A. D. MURDOCH.
L. VOIGHT.



