

**Melbourne and Metropolitan
Tramways Board**

WITH THE

**Australian
Tramway Employees'
Association**

AGREEMENT



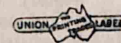
Melbourne :
Labor Call Print, Patrick Street
1923

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INDEX.

	Page
Application of Agreement	5
Memorandum of Agreement	5
Division 1.—Interpretation	6
"Junior"	6
"Senior"	6
Students	6
Track Repairers	6
Division II.—Working Conditions	6
Adjustment Clause	19
Agreement to Apply to Contractors	18
Annual Holidays	12
Association Badges	16
Association Notices	16
Back Pay	20
Basis of Extra or Special Rates	12
Board of Reference	17
Cancellation of Day Off	8
Charges of Misconduct	16
Conductors' Shorts and Overs	15
Consecutive Weeks of Night Shift	10
Day and Night Shifts	10
Day and Week's Work	6
Duty to be paid for	9
Employees Under Division IV.	17
Exchanging Shifts	11
Eyesight Tests	16
Free Passes	15
General Overtime Rate	11
Good Conduct Leave	13
Holiday Rates	11
How to Calculate Service	13
Meal Relief	9
Minimum for Irregular men	14
Minimum for Junior Men	14
Minimum for Work or Standing By	10
Notice of Sitings	18
Notice to Terminate Employment	16
Overtime Rates for Drivers and Con- ductors	12

	Page
Payment for Mixed Functions	14
Payment for Spread of Hours	8
Payment for Waste Time, Sports, etc.	10
Penalty for Breach	19
Probationary Rates	14
Promotion	14
Rate for Attendance at Head Office..	15
Rate for Reports	15
Rate for Sleeping in Office	15
Seniority	15
Sittings of Board of Reference	18
Six-Day Week	8
Special Rates after 1 a.m.	12
Special Work	12
Spread of Hours	7
Subjects for Board of Reference	18
Sunday Rates	11
Time Between Meals	9
Time Between Shifts	10
Training Students.	12
Travelling Time	8
Uniforms	15
Division III.—	
Minimum Rate of Wages	20
Division IV.—	
State Wages Board Determinations	23

MELBOURNE AND METROPOLITAN TRAMWAYS BOARD and THE AUSTRALIAN TRAMWAY EMPLOYEES' ASSOCIATION.

MEMORANDUM OF AGREEMENT made and entered into this fifth day of April 1923 BETWEEN the MELBOURNE AND METROPOLITAN TRAMWAYS BOARD (hereinafter referred to as "THE BOARD") 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 1904-21 whose registered office is at Unity Hall Bourke-street Melbourne (hereinafter referred to as "THE ASSOCIATION") of the other part WHEREAS the BOARD is a party to an industrial dispute extending beyond the limits of any one State and the Court has cognizance of the said industrial dispute by Plaintiff No. 88 of 1922. AND WHEREAS representatives of the Board and of the Association have met in conference with a view to the settlement of the said industrial dispute so far as the Board is concerned in the said dispute and have agreed to settle all the matters in dispute between the Board and the Association in the manner hereinafter appearing. NOW IT IS HEREBY AGREED, in manner following, that is to say:

APPLICATION OF AGREEMENT.

This Agreement shall only apply to employees of the Melbourne and Metropolitan Tramways Board mentioned in Divisions III. and IV. hereof and (except as herein otherwise provided) shall come into operation from the beginning of the pay week next following the date of this Agreement and continue in force until the thirty-first day of March 1925.

This Agreement shall not apply to any employee whose rates of wages or conditions of employment are at present or shall hereafter be prescribed by any Award of the Court of Conciliation and Arbitration other than an Award arising out of this Agreement.

This Agreement shall cancel and supersede all Awards and Agreements at the date hereof affecting the parties hereto.

DIVISION I.—INTERPRETATION.

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

STUDENTS.

(a) "Student" for the training of whom a special rate is fixed:—A man who is under training as a Driver or Conductor until he has worked by himself (i.e., not under direct supervision of another Driver or Conductor) and earned money in that capacity. If other than a "student" Driver or Conductor is sent to "learn a road" on which he has not previously worked and takes more time than equivalent to a full day's work to do so, he is to be considered as a "Student" for all time in excess. If a Driver trains as Conductor, or vice-versa, he is to be considered as a "Student" while learning the new duties and until he has worked in such capacity by himself for payment.

TRACK REPAIRERS.

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

"SENIOR."

(c) The men hitherto known as "permanent" Drivers and Conductors shall be termed "Senior."

"JUNIOR."

(d) The men hitherto known as "Extra" Drivers and Conductors shall be termed "Junior."

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 Melbourne and Metropolitan Tramways Board.

DAY AND WEEK'S WORK.

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

Traffic employees (other than "Juniors") shall be guaranteed 48 hours' work or payment at minimum rates for 48 hours for each week of service.

For the purpose of this clause, "Traffic employees" shall mean employees who are ordinarily called upon to work on Sundays and Holidays.

Employees who are not ordinarily called upon to work on Sundays and Holidays shall be guaranteed 192 hours' work or payment at minimum rates for 192 hours for each four weeks of service. The Holidays referred to in Clause 17 of this Agreement shall be excluded from the four weeks herein referred to, and the guarantee proportionately reduced, but employees shall, at their request, be entitled to ordinary rates of pay for any of the Holidays referred to, and the number of days thus paid for shall be deducted from their Annual Leave when due.

If a request be received at a reasonable time from the Association on behalf of the employees engaged upon track work asking that such work should continue upon a Public Holiday at the minimum rates for ordinary days, such request shall be granted unless in the opinion of the Chief Engineer there are circumstances which render it undesirable that the work should be continued upon that day.

Provided that this Clause shall—

- (a) Apply only to employees ready and willing to work, and shall not include men who are ordinarily employed for five days or less in any week.
- (b) Not apply in respect to any day or days upon which an interruption or curtailment of the service (whether partial or complete) shall be caused by any event beyond the control of the Board.

In the event of an employee being employed for less than the one or four weeks' period (as the case may be) the guarantee shall be proportionately reduced.

SPREAD OF HOURS.

2. The work of 60 per cent. of the whole of the drivers and conductors employed by the

Board 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 55 per cent. only of the whole of the drivers and conductors employed by the Board shall be confined within 11 consecutive hours. Except on holidays, not more than 5 per cent. of the total rostered tables in the service shall exceed a spread of 12 hours, and none shall exceed 12½ hours. Every endeavor will be made, and any suggestion to reduce the spread of hours will be considered by the Board.

Provided further that the existing proportion of tables at any depot which are not at present confined within 10 or 11 consecutive hours (as the case may be) shall not be increased unless the incidence of traffic alters and then by not more than 5 per cent. of the total number of the tables at such depot.

PAYMENT FOR SPREAD OF HOURS.

3. All duty performed by drivers, conductors or shunters on any day outside a spread of 9½ consecutive hours shall be paid for at the following rates:—Between a spread of 9½ and 10½ hours, time and a quarter; between a spread of 10½ and 11½ hours, time and a half; after a spread of 11½ hours, double time.

SIX-DAY WEEK.

4. Drivers and conductors shall be entitled to one day off duty without pay each week.

CANCELLATION OF DAY OFF.

5. If an employee's rostered day off be cancelled without 7 days' notice to him, he shall be given a full day's work at an additional quarter rate but if given 7 days' notice he shall be provided with a full day's work at ordinary rates.

If a rostered day off be cancelled, the employee shall, if possible be given another day off in the same week.

TRAVELLING TIME.

6. (a) Senior drivers and senior conductors shall begin and finish their day's work at the

depots to which they are attached, or travelling time to and from such depots shall be allowed. Junior drivers and junior conductors shall begin their day's work at the depots to which they are attached, or if required to proceed to other depots 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 their homes to the depot to which they are attached.

(b) All employees other than those employed on the permanent way when sent to work away from the depots to which they are usually attached shall be paid at minimum rates 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 Central Post Office, Elizabeth-street, Melbourne. Any additional fares paid by the employee in such travelling shall be paid to him, and allowance made for any pleasure passes he may use in such travelling.

DUTY TO BE PAID FOR.

7. Drivers 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 the cars for the time now commonly allowed therefor, or which may hereafter be agreed upon in writing between the Board and the Association.

MEAL RELIEF.

8. Drivers and conductors shall be allowed a minimum of 40 minutes for meal relief, except in cases agreed upon in writing between the Board and the Association. The Board shall not be bound to complete the necessary alterations in the whole of the rosters before 1st October 1923.

TIME BETWEEN MEALS.

9. Meal relief for all drivers and conductors shall not be postponed beyond 5½ hours unless cars are unavoidably detained on the road, or in cases agreed upon in writing between repre-

sentatives of the Board or its predecessors and the Association.

TIME BETWEEN SHIFTS.

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

DAY AND NIGHT SHIFTS.

11. Drivers 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, but for all work performed after 7 p.m. on day shifts an extra quarter rate shall be paid in addition to any other extra rate.

CONSECUTIVE WEEKS OF NIGHT SHIFT.

12. Drivers and conductors called upon to work consecutive weeks of night shifts shall be paid an extra quarter rate for all duty subsequent to the first week performed after 7 p.m., until they have worked one week on day shift.

For the purposes of this clause night shifts shall be deemed to be shifts which finish after 8.30 p.m.

MINIMUM FOR WORK OR STANDING BY.

13. 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 4 hours during the day at least.

No payment shall be made under this clause in a case where the Board has given to the employee or left at his residence 2 hours before the time fixed for attendance a notice stating that he is not required for duty.

PAYMENT FOR WASTE TIME, SPORTS, &c.

14. Drivers and conductors who are sent from one line to work on another for special traffic (i.e., traffic to and from races, football or other sports) beginning after 12 o'clock noon, and who go off duty between the times

of traffic to and from such sports, and when they are at car houses situated more than one mile by the nearest route from their own station, shall be paid at full rates for the time so off duty, provided that no payment shall be made for time so off duty if the drivers or conductors be given or perform more than 4 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 30 minutes.

EXCHANGING SHIFTS.

15. On giving notice in writing to the officer in charge before 5 p.m. of the previous day, drivers and conductors shall have the right to exchange shifts or days off between themselves by mutual arrangement, subject to the consent of the officer in charge of the line to which they are attached.

SUNDAY RATES.

16. All duty done on Sundays by employees who are not covered by the Determination of a Wages Board or other authority on the subject shall be paid at the rate of time and a half.

This clause shall operate as from the 31st March 1923.

HOLIDAY RATES.

17. All work done on New Year's Day, Anniversary Day, Good Friday, Easter Monday, Eight Hours Day, King's Birthday, Cup Day, Christmas Day, and Boxing Day by employees who are not covered by the Determination of a Wages Board or other authority on the subject shall be paid 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 Board 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. Power House employees doing overtime duty in connection with traffic work shall be paid at the rate of time and a half for such work.

OVERTIME RATES FOR DRIVERS AND CONDUCTORS.

19. All duty done by drivers or conductors in excess of 8 hours in any one day shall be paid for at the rate of time and a quarter for the first hour and time and a half afterwards. Minimum rates only shall be paid for such time as is attributable to interruption of traffic on any day caused by accidents, fires, or by instructions from Government, Municipal or Police authorities.

BASIS OF EXTRA OR SPECIAL RATES.

20. All special or extra rates are based upon the minimum rates as stated in Division III. of this Agreement. When there is more than one ground for extra payment for any duty the Board need not pay more than double the minimum rates.

SPECIAL RATE AFTER 1 A.M.

21. All duty done by drivers or conductors between the hours of 1 a.m. and 5 a.m. shall be paid at double rates.

SPECIAL WORK.

22. Senior drivers and senior conductors who are called upon to run trips before, after or between their ordinary rostered work for the day shall be paid for all time so worked up to a total for the day of 8 hours at the rate of time and a quarter, for time over 8 hours and up to 9 hours at the rate of time and a half, for time over 9 hours and up to 10½ 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 rates shall be 15 minutes. The minimum time allowed for any work done under this clause shall be two hours.

TRAINING STUDENTS.

23. Drivers, conductors and signalmen shall be paid an additional twopence per hour when training students in their respective occupations.

ANNUAL HOLIDAYS.

24. After every 12 months' service actually performed within a period of 2 years, all em-

ployees shall be entitled to leave of absence for 14 consecutive days with full pay at minimum rates as for 12 working days, such leave to be taken at the convenience of the Board 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 14 days caused by sickness or any other reason and for an additional 14 days caused by sickness shall be deemed to be service actually performed.

The annual leave of an employee of 10 years' continuous service shall not be postponed owing to absence caused by injury sustained while in the performance of his duty, or through absences up to a further 14 days caused by sickness.

Employees leaving after 12 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 paragraphs shall be made for absences from duty caused by sickness or any other reason.

Employees shall receive at least 7 days' notice of the dates upon which their annual leave will commence.

GOOD CONDUCT LEAVE.

25. In addition to the annual leave provided for in the preceding clause all employees who are ordinarily called upon to work on Sundays shall be entitled (if earned) to three (3) days' good conduct leave per annum on full pay as for three (3) ordinary weeks days. This provision as to good conduct leave does not apply to employees at the car factory or repair shops, or to other employees who except on emergencies, are free from Sunday work.

This clause shall operate as from 31st March 1923.

HOW TO CALCULATE SERVICE.

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

MINIMUM FOR JUNIOR MEN.

27. Each junior driver, junior conductor or junior shunter shall be entitled to a full week's pay according to his year of service, averaged over each 4 weeks of his service. Should he be employed for a lesser period than 4 weeks he shall be entitled to a minimum wage at the same rate averaged over his period of service.

This clause shall not apply in the event of any interruption to the service exceeding 48 hours arising from any cause over which the Board has no control.

MINIMUM FOR IRREGULAR MEN.

28. Each junior driver, junior conductor or junior shunter employed irregularly shall when employed for less than five days in any week receive an average daily wage equivalent to the rate, per day payable under this Agreement to Drivers, Conductors or Shunters in their first year of service but if employed for five days or more in any week the minimum for the week shall be six times the daily rate aforesaid.

PROMOTION.

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

PROBATIONARY RATES.

30. During probationary service, while men are becoming proficient in duties of a higher paid grade to secure promotion, they shall be paid at their former rate of wage for the first 4 weeks, and for the next 8 weeks at a rate midway between the rates of the old and the new grade.

PAYMENT FOR MIXED FUNCTIONS.

31. An employee shall perform such work as the Board 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.

32. Men engaged to sleep in the offices at night during holidays season 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 2/6 per night.

RATE FOR REPORTS.

33. 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 4d., and if required by the Board shall make an affidavit setting out the facts.

RATE FOR ATTENDANCE AT HEAD OFFICE.

34. An employee attending by instructions at Head Office or elsewhere on the Board's business or to answer complaints or reports or to supply an affidavit pursuant to the previous clause, shall be paid for his time at ordinary rates, and reimbursed the necessary tram and train fares, except in cases where his attendance is owing to his own misconduct.

FREE PASSES.

35. 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.

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

SENIORITY.

37. Drivers and conductors may obtain their order of seniority in the service on application at the Head Office.

CONDUCTORS' SHORTS AND OVERS.

38. Before shorts are charged conductors shall be allowed to inspect their trip slips and reports relating to same, and compare them with a statement of total fares registered by the punch (if used) and with any statement

of account 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 Board.

There shall be a weekly balance of any shorts or overs, shorts to be paid by the man responsible, overs to be paid to some fund or devoted to some object for the benefit of employees at the discretion of the Board.

ASSOCIATION NOTICES.

39. Official notices relating to the business of the Association may be posted on suitable boards at each depot. The Association shall be entitled to provide the boards for this purpose, subject to the approval of the Board, but the notice boards and all notices therein and thereon shall be under the control of the Board.

ASSOCIATION BADGES.

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

EYESIGHT TESTS.

41. Employees shall, if required by the Board, submit themselves for re-examination for eyesight. The services of an employee shall not be dispensed with as the result of any eyesight test other than a test under working conditions.

NOTICE TO TERMINATE EMPLOYMENT.

42. 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 Board 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.

43. (a) Before any employee of three months' service or over is dismissed or sus-

pended from duty for more than one day for any breach of the Board's rules or for misconduct, he shall be verbally charged with his alleged offence. If within 12 hours from such charge being communicated to him he shall so request, a formal notification shall be given to him in writing stating the

- (1) Nature of the charge.
- (2) Time and place at which an enquiry into the alleged offence will be made.
- (3) Person or persons appointed to make the enquiry.

No enquiry shall be held until the expiration of at least 12 hours from the delivery of such formal notification. At the enquiry the employee charged shall be entitled to be represented by any duly authorised member of the Association.

(b) If any member of the Board's uniformed staff has witnessed the alleged offence he shall, if practicable, inform the employee at the time, and if not practicable as soon as reasonably possible thereafter. Such member of the Board's staff and (as far as the Board can arrange) any member of the public who witnessed the alleged offence shall be present at the enquiry.

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

EMPLOYEES UNDER DIVISION IV.

44. Employees whose occupations are mentioned in Division IV. shall only be entitled to the benefits of Clauses 1, 6 (b), 24, 29, 31, 35, 40, 41, 42 and 50 of this Agreement.

BOARD OF REFERENCE.

45. For the purpose of this Agreement, a Board of Reference is hereby appointed consisting of three persons nominated by the Board 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.

46. If any dispute or question arise in connection with the wages or working conditions of members of the Association in the employ of the Board, between the Association or any of its members in the employ of the said Board and the said Board, 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 questions 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.

47. 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.

48. The secretary of the Melbourne and Metropolitan Tramways Board 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.

49. The Board 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 Board.

PENALTY FOR BREACH.

50. For any breach of this Agreement, the maximum penalty shall be in the case of the Association or the Board £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.

ADJUSTMENT CLAUSE.

"COST OF LIVING" ADJUSTMENT.

The rates provided in Division III. of this Agreement are to be the rates payable under this Agreement until the 31st day of October, 1922, and thereafter the rates payable under this Agreement shall be ascertained in the following manner:—

On the 1st November, 1922, and thereafter on the 1st February, 1st May, 1st August, and 1st November of each year during the currency of this Agreement the minimum rates of wages per day for adult employees provided by Division III. hereof shall be increased or decreased (as the case may be) by the difference between the "Purchasing Power of Money—Index Number Equivalent Rate of Wage per day (Food, Groceries and Rent for Melbourne" for the quarter ended 30th June, 1922 (viz. 1627=13/-) and the corresponding Index Number Equivalent Rate of Wage per day for the quarter ending 30th September, 1922, and the quarters ending 31st December, 31st March 30th June, and 30th September, respectively.

The minimum rates of wages per week for youths under 21 years of age shall on the dates above mentioned be increased or decreased (as the case may be) by three times the ascertained difference between such daily rates of wages.

BACK PAY.

With reference to payments which will require to be made by the Board to the members of the Association referred to in Division III. of this Agreement, it shall be sufficient if the Board pays to each employee for every day which such employee has worked on or since the first day of August, 1922 (or was absent upon annual leave) a sum equivalent to the difference between the minimum rates of pay existing on the 1st August, 1922, and the minimum rates 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.

DIVISION III.

Minimum Rates of Wages.

The following are the minimum rates to be paid from 1st August, 1922, to the following employees, members of the Australian Tramway Employees' Association in the service of the Board:—

(a) Traffic and Miscellaneous Employees—
Per day.

1. Drivers and Conductors, 1st year of service	14/6
2. Drivers and Conductors, 2nd year of service	15/-
3. Drivers and Conductors, after 2nd year of service	15/6
4. Horse Car Driver	15/6
5. Signaller in charge of levers and/or points	17/-
6. Signallers with Flags	16/-
7. Shunters regulating departure of cars	15/-
8. Shunters (others)	14/6
9. Shed Mechanics and Pitmen (leading)	17/6
10. Shed Mechanics & Pitmen (others)	16/6
11. Shed Mechanics and Pitmen on continuous night shift	17/-
12. Pitmen's Assistants	15/-
13. Shed Laborers	14/6
14. Car Washers and Cleaners	14/6
15. Car Cleaners on continuous night duty	15/-

per day

16. Driver of Power House engines (leading)	19/-
17. Driver of Power House engines (others)	18/-
18. Night Driver of Power House engines and Acting Watchman	16/6
19. Firemen on 4 fires or more at Power House	16/6
20. Firemen on less than 4 fires at Power House	16/-
21. Ropemen (leading)	18/-
22. Ropemen (others)	17/-
23. Boiler Cleaners over 21 years of age (6d. per hour extra when working inside boilers.)	14/-
24. Boiler Cleaners under 21 years of age, ordinary wages (6d. per hour extra when working inside boilers)	
25. Engine Oilers, if over 21 years of age	14/-
26. Track Oilers (leading)	16/-
27. Track Oilers (assistant)	15/-
28. Track Gangers in charge of road	16/6
29. Track Gangers in charge of 4 or more men	16/-
30. Point Adjuster and Blacksmith (track)	16/-
31. Tar Distiller (leading)	17/6
32. Tar Distiller (others)	16/6
33. Track Repairers	15/-
34. Track Laborers	13/6
35. Track Cleaners	14/6
36. Tunnel Cleaners	15/6
37. Drivers in connection with tunnel cleaning	15/6
38. Motor Vehicle and Roller Drivers	15/6
39. Office Messengers	14/6
40. Laborers not otherwise specified	13/6
41. Batterymen who do lead burning	16/6

(b) Youths under 21 years of age may be employed in the following occupations or places:—Power Houses (oiler and boiler cleaners), Car Houses, Track Repairers, Track Laborers, Track Cleaners, Ropemen's Assistants. The minimum rate for each youth under 21 years of age employed as above shall be:—

For 1st year	39/- per week
" 2nd "	49/- "
" 3rd "	59/- "
" 4th "	64/- "
" 5th "	69/- "

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

Power Houses—Two.

Car Houses—One to every three or fraction of three men employed.

Track Repairers and Laborers—One to every five or fraction of five men employed as such taken together.

Track Cleaners—One for every three or fraction of three men employed.

Ropemen's Assistants—One to every three or fraction of three men working with Ropemen on the ropes.

(c) Car Repair Shop Employees.

	Per day.
Pattern Makers	19/3
Planers, Turners and Fitters	17/9
Blacksmiths	17/9
Iron Sawyers Grip Die Cutters and Grinders	15/3
Drillers and Screwers	14/9
Wheel Grinders	15/3
Pitmen	16/6
Assemblers	16/7½
Bodymakers	16/6
Wood Machinists	16/6
Painters, Grainers and Signwriters	16/6
Painters' Laborers	14/5
Engine Drivers	16/3
Saddlers	16/8
Laborers (general)	13/6
Stablemen	13/8
Mechanics whilst in charge of 3 or more men sent to work at an outside depot to receive a special allowance of 1/- per day.	

(d) General—

Carters and Drivers (one horse)	14/8
Carters and Drivers (two horses)	15/6
Carters and Drivers (three horses)	15/10
Carters and Drivers (jinker—1 horse)	16/-
Carters and Drivers (jinker—2 horses)	16/10
Motor Waggon Driver	15/6

DIVISION IV.

(Employees whose Rates of Wages and Conditions of Employment are governed by State Wages Board Determination.)

Electrical Mechanics.

" Fitters.

" Improvers.

" Apprentices.

Armature Winders.

Sub-station Attendants.

Linesmen.

Electric Arc Welders.

Batterymen.

Painters (Pole and House).

Plumbers.

Carpenters.

Bricklayers.

Tinsmiths.

Blacksmiths' Strikers.

Iron Workers' Assistants.

Watchmen.

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 MELBOURNE AND METROPOLITAN TRAMWAYS BOARD was hereto affixed in the presence of

T. O'L. REYNOLDS, Acting Chairman

H. H. BELL, Member.

W. O. STRANGWARD, Secretary.

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

J. I. ABFALTER, Vice-President.

T. JEWELL, Secretary.

IN THE COMMONWEALTH COURT OF
CONCILIATION AND ARBTRATION

Principal Registry.

No. 88 of 1922.

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

CLAIMANT

and

MELBOURNE AND METROPOLITAN
TRAMWAYS BOARD AND OTHERS

RESPONDENTS

IN PURSUANCE of Section 24 of the Commonwealth Conciliation and Arbitration Act 1904-1921, I hereby certify that the document within written is a memorandum of the terms of an agreement which has been arrived at on the 5th day of April, 1923, between the AUSTRALIAN TRAMWAY EMPLOYEES' ASSOCIATION and the MELBOURNE AND METROPOLITAN TRAMWAYS BOARD for the settlement of the Industrial Dispute No. 88 of 1922, so far as the said Melbourne and Metropolitan Tramways Board is concerned in the said dispute.

DATED this 10th day of April, 1923.

CHAS. POWERS, J.,

President of the said Court.

