

DATED 23RD AUGUST, 1912.

THE AUSTRALIAN TRAMWAY
EMPLOYEES ASSOCIATION
WITH
THE MELBOURNE TRAMWAY &
OMNIBUS COMPANY LIMITED.

Agreement.

FRANK BRENNAN & RUNDLE,
349 COLLINS ST., MELBOURNE.

LOUIS WAXMAN,
COLLINS HOUSE, MELBOURNE.

E 3070/91/437

13.8.91

Memorandum of Agreement.

MEMORANDUM OF AGREEMENT made this twenty-third day of August 1912 between THE AUSTRALIAN TRAMWAY EMPLOYEES ASSOCIATION an organisation registered under the Commonwealth Conciliation and Arbitration Act 1904-11 whose registered address is Trades Hall Goulburn-street Sydney hereinafter called the Association of the one part and the MELBOURNE TRAMWAY AND OMNIBUS COMPANY LIMITED of Bourke-street Melbourne hereinafter called the Company of the other part WHEREAS the Association by Plaint No. 16 of 1911 submitted certain claims which it alleged were in dispute between the Companies Bodies and Persons mentioned in the Plaint and their employees AND WHEREAS in the course of the hearing of the Plaint the Court made a suggestion that the representatives of the Association and of the Company should meet in conference with a view to a settlement of the matters submitted to the Court by the Plaint in so far as regards the Company and the employees and the Association and the representatives of the Association and of the Company have met in conference accordingly and have with the assistance of the President of the Court at the final stages agreed to

settle most of the matters so submitted to the effect hereinafter appearing 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 AND WHEREAS the only matters submitted by the said Plaintiff between the said Association and the Company left unsettled by this agreement are (a) Claim No. 38 in the Plaintiff for preference of employment to members of the Association and (b) Claim No. 44 in the Plaintiff. NOW IT IS HEREBY AGREED and the said parties hereto do hereby covenant and agree in manner following that is to say:—

A. The following are the minimum rates to be paid to the employees members of the Australian Tramway Employees Association from and after the tenth day of August 1912 any covenant or agreement to the contrary notwithstanding:—

	Per Day.
(1) Gripmen and Conductors in their first year of service	8/6
(2) Gripmen and Conductors in their second year of service	9/-
(3) Gripmen and Conductors after second year of service	9/6
(4) Horse Car Drivers	8/6
(5) Bus Drivers	9/-
(6) Horse Car Drivers using Bell Punch	9/-
(7) Shedmen	10/6
(8) Shedman's Assistant or Labourers	8/6

	Per Day
(9) Signalmen in charge of levers	10/-
(10) Signalmen with Flags	9/6
(11) Shunters	8/4
(12) Lampmen	9/-
(13) Car Washers	8/4
(14) Firemen on four fires or more at power houses	10/-
(15) Firemen on less than four fires at power houses	9/6
(16) Driver of power house engines (leading)	13/4
(17) Driver of power house engines (other)	12/6
(18) Night Driver of power house engines and acting watchmen	10/-
(19) Boiler Cleaners over 21 years of age	8/- plus 6d. per hour when working inside of boilers.
(20) Boiler Cleaners under 21 years of age, ordinary wages plus 6d. per hour when working inside boilers.	
(21) Oilmen if over 21 years of age	Per Day. 8/-
(22) Oilmen if under 21 years first year	Per Week. 25/-
(23) Oilmen if under 21 years second year	30/-
(24) Oilmen if under 21 years third year	40/-
(25) Ropemen (leading) as defined in Clause B 38	Per Day. 12/-
(26) Other Ropemen	11/6

(27) Bopemen's Assistant	Per Hour.
	1/3
(28) Point Adjuster and Blacksmith	Per Day.
(29) Tar Distiller	10/-
(30) Track Gangers in charge of four men or more	10/6
(31) Track Gangers in charge of road	10/-
(32) Track Repairers as defined in Clause B 36	10/6
(33) Track Laborers	9/-
(34) Track Cleaners (if work confined within 10 consecutive hours)	8/-
(35) Track Cleaners if not so confined	8/4
(36) Tunnel Cleaners	9/-
(37) Track Oilers (head oiler)	11/8
(38) Leading Track Oiler	10/-
(39) Track Oiler Assistant	9/-
(40) Laborers not otherwise specified	8/-
(41) Watchmen (excluding Watchmen at repair shops)	8/-
(42) Grooms (a) at horse car stables	8/-
(b) at Omnibus stables	9/-
(43) Office Porters and Orderlies	8/-
(44) Lavatory Men	8/-
(45) Horse Drivers in connection with track repairing	8/-

B. The following working conditions shall be observed:—

(1) 48 hours shall constitute a week's work in the Tramway Service, and 54 hours a week's work in the Omnibus Service.

(2) Gripmen 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 Saturday when it shall be confined within eleven consecutive hours. The work of the thirty per cent. of Gripmen and Conductors on the permanent staff above referred to shall be confined within twelve consecutive hours.

(3) Each Gripman and Conductor on the permanent staff shall be entitled to one day off duty without pay each week.

(4) If a rostered day off be cancelled without two days' notice to the Employee he shall be paid 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.

(5) All permanent Gripmen and Conductors shall begin and finish their day's work at the depots to which they are attached or travelling time shall be allowed. Extra and Casual Gripmen and Conductors shall begin their day's work at the depots to which they are attached or if required to proceed to another depot they shall be paid for any time reasonably occupied in travelling to such depot in excess of the time necessary to travel from home to the depot to which they are attached.

(6) Gripmen and Conductors shall be paid for all their time on duty from the time of signing on until the time of signing off.

(7) Gripmen and Conductors shall be allowed a minimum of thirty minutes for meal relief on week days and fifteen minutes on Sundays.

(8) Meal relief for Gripmen and Conductors shall not be postponed beyond 5½ hours except in cases agreed on in writing between the Company and the Victorian Branch of the Association or fixed by the Board of Reference.

(9) No Gripman 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.

(10) Gripmen and Conductors not working broken shifts shall work day shifts and night shifts on each alternate week.

(11) 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 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 two hours before the time fixed for attendance a notice stating that he is not required for duty.

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

(a) Permanent employees for the number of hours for which they have been required to come for duty.

(b) Casual or extra employees for number of hours actually on duty not being less than six hours.

(13) Employees shall have the right to exchange shifts or days off between themselves by mutual arrangement subject to the consent of the Line Manager of the line to which they are attached.

(14) 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.

(15) (a) All duty done by Employees who are not at present covered by a Wages Board Award on the subject 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 for at time and a quarter rates.

(16) All work done by a Gripman or Conductor between the hours of 1 a.m. and 5 a.m. shall be paid for at double rates.

(17) All duty done by Gripmen or Conductors in excess of eight hours in any one day shall be paid for at time and a quarter rates for the first hour and at the rates of time and a half rates afterwards. Ordinary rates 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.

(18) All duty done by other employees in the Tramway Service mentioned herein in excess of 48 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.

(19) Track Repairers and Track Laborers on duty between midnight and 7.30 a.m. or on Sunday shall be paid at the rate of time and a half.

(20) Track Oilers on duty between midnight and 7.30 a.m. at their regular work shall be paid at ordinary rates for such duty but shall be allowed double the time off duty the next day up to a limit of eight hours unless by mutual consent payment at rate of time and a half is made for such duty in lieu of such time allowed off duty.

(21) Gripmen and Conductors shall be paid an extra rate of 1½d. per hour when training students.

(22) All Employees of at least two years' service shall be entitled to ten consecutive days per annum leave of absence on full pay as for nine working

days. This provision does not apply to men working at the Repair Shops or Car Factories.

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

(24) 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.

(25) 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.

(26) An Employee attending by instructions at 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.

(27) Each Employee shall be entitled to six free passes per week.

(28) Each Gripman and Conductor and each Employee required by the Company to be in uniform shall be provided from time to time as required with a suit of uniform together with a uniform cap.

(29) Conductors before shorts are charged against them shall be allowed to inspect their trip slips and reports relating to same and compare

them with the statement of total fares registered by the Punch and with any statements of the count of tickets handed in by them. Any Conductor against whom shorts are sought to be debited shall be allowed to place before the Accountant in person any objection he may have and if the Accountant persists in making the debit the Conductor may forthwith bring his objection in writing before the Board of Reference. Any overs caused by clerical errors in a Conductor's report shall be refunded by the Company.

(30) Association notices may be posted on suitable boards at each Car House and Engine House.

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

(32) No applicant for employment shall be placed at training for his position until he shall have first passed such educational medical or other examinations as may be prescribed by the Company for appointment to the position applied for by the applicant in the service of the Company.

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

(34) The Company's form of Employees Agreement shall be altered to provide for a week's notice or a week's pay in lieu thereof to the Employee to terminate his service for other than grave misconduct.

(35) In calculating service under Clauses "A" 1 2 and 3 and "B" 22 hereof the time of actual service as an extra or casual employee shall be deemed to be service.

(36) Track Repairers are defined to be the men who take up and relay or file fit or fasten rails points crossings and other iron work of track or take up and reset paving blocks or setts.

(37) Each casual employee shall receive a minimum wage at the rate of 42/- per week averaged over each six weeks of his service or should he be employed for a lesser period than six weeks then he shall receive a minimum wage at the rate of 42/- per week or at the rate of 7/- per day averaged over his period of service.

(38) Ropemen leading are defined to mean the leading man at Fitzroy and Nicholson Street and the men at North Melbourne South Melbourne Toorak Carlton and St. Kilda Power Houses under the present system of working.

(39) The Company shall make payment of all wages and other payments including overtime and extra rates of payment to its employees as provided by this Agreement on and from Saturday the tenth day of August 1912 and shall bring into operation the other provisions of this Agreement as soon as possible but not later than the fifth day of October 1912 or such extended time as the Registrar may grant.

(40) For the purpose of this Agreement a Board of Reference is hereby appointed consisting of three

persons nominated by the Company 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 call in his assistance.

(41) If any dispute or question arise under this Agreement or in connection with the wages or working conditions of members of the Association in the employ of the Company between the Association or any of its members in the employ of the Company and the Company it may be referred to the Board 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 substantial deviation from the terms of this Agreement shall be sought to be procured by either party thereto.

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

(43) 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 48 hours' notice in writing of any meeting and the business to be transacted thereat and four members shall form a quorum.

(44) 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.

(45) For any breach of this Agreement the maximum penalty shall be in the case of the Association or the Company £1,000 or in the case of individual members of the organisation £10 each.

(46) This Agreement shall come into operation on the 10th day of August 1912 and shall continue in force till the 30th day of June 1916.

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 a Resolution of the Special General Meeting of the Victorian Branch of the said Association in the presence of

L. L. HILL, President.

A. C. WARTON, Secretary.

THE COMMON SEAL OF THE MELBOURNE TRAMWAY AND OMNIBUS COMPANY was hereto affixed by order of the Board of Directors in the presence of

H. A. WILCOX, Secretary.

and of

W. G. SPRIGG, one of the Directors.