

The Australian Tramway Employees'  
Association.

Memorandum of Agreement

BETWEEN THE

Australian Tramway Employees'  
Association

AND

The Prahran and Malvern Tram-  
ways Trust ;

The North Melbourne Electric  
Tramways and Lighting Com-  
pany Limited ;

The Electric Supply Company  
of Victoria Limited ;

AND

Messrs. Meakin and Thomas.

THE AUSTRALIAN TRAMWAY  
EMPLOYEES' ASSOCIATION  
WITH  
THE PRAHRAN AND MALVERN  
TRAMWAY TRUST.

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Agreement.

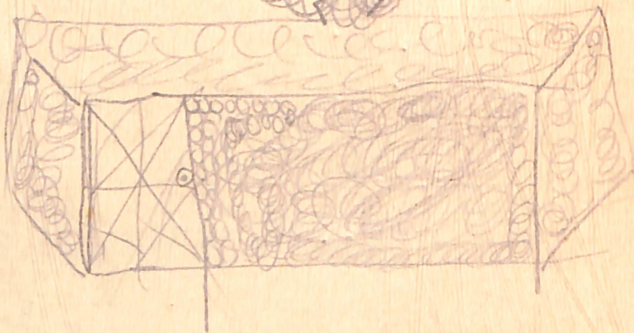
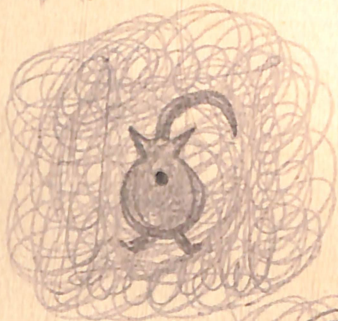
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H. MULLIN, PRINTER, MALVERN,





## Memorandum of Agreement.

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MEMORANDUM OF AGREEMENT made this fourteenth day of January One thousand nine hundred and thirteen between THE AUSTRALIAN TRAMWAY EMPLOYEES' ASSOCIATION an organisation registered under the Commonwealth Conciliation and Arbitration Act 1904-1911 whose registered address is Trades Hall Goulburn-street Sydney (hereinafter called the Association) of the one part and the PRAHRAN AND MALVERN TRAMWAY TRUST of Coldblo-road Malvern in the State of Victoria (hereinafter called the Trust) of the other part WHEREAS the Association by Plaint No. 16 of 1911 submitted certain claims which it is alleged were in dispute between the Companies Bodies and Persons mentioned in the said Plaint and their employees AND WHEREAS in the course of the hearing of the said Plaint the President of the Court suggested that the parties hereto should confer with a view to settling the matters submitted to the Court by agreement AND WHEREAS the parties hereto have met in conference and have agreed to a settlement of the matters in dispute as hereinafter appears 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:—

A. The minimum rates to be paid to the employees members of the Association from and after the first day of October 1912 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:—

(1) The hours of work shall be approximately eight hours per day and forty-eight hours a week.



(2) Motormen and Conductors on the permanent staff shall save as to twenty-five per cent. thereof have their work confined within nine consecutive hours or if the spread of shift exceeds nine hours overtime at the rate of time and a quarter shall be paid for time over nine hours on all days save Sundays when it shall be confined within ten and a half consecutive hours. The work of the twenty-five per cent. of motormen and conductors on the permanent staff above referred to shall be confined within twelve consecutive hours.

(3) Each Motorman 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 forty-eight hours' notice to the employee he shall be paid a full day's work at time and a quarter rate. If the day off be cancelled with due notice a full day's work shall be provided and paid for at ordinary rates.

(5) All permanent Motormen 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 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.

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

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

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

(9) 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.

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

(11) If any Motorman or Conductor whether casual or permanent is rostered or directed to attend for duty and actually attends he shall be paid at ordinary rates for all work done and if a permanent employee he shall be paid not less than Two shillings and sixpence whether he is requested to work or not. Casual employees are not to be paid for standing by.

(12) Employees required to attend for Sunday duty by direction or 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 Management.

(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) 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 Motorman or Conductor between the hours of 1 a.m. and 5 a.m. shall be paid for at double rates.

(17) All duty performed by Motormen 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 rate of time and a half 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 performed by other employees than Motormen and Conductors 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.

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

(20) Motormen and Conductors shall be paid an extra rate of 1/2d. for every hour of training students.

(21) All employees who have completed one year's service shall be entitled to ten consecutive days' leave of absence on full pay per annum. This provision shall not apply to men working at the repair shop or car factory (if any).

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

(23) All employees shall perform such work as the Trust may from time to time require but where 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.

(24) 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 four pence.

(25) An employee attending by instructions at Head Office or elsewhere on the Trust's business or to answer complaints or reports shall be paid for his time at ordinary rate except in cases where his attendance is owing to his own misconduct.

(26) Employees shall be entitled to travel free on the Trust's tramway system to and from work. Employees shall also be entitled to six free passes per week such passes to be good for one journey and available during the month of issue.

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

(28) 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 Benefit or Library fund for the men.

(29) Association notices may be posted on suitable boards in the Mess Room at the Car Depot.

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

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

(32) 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.

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

(34) In calculating service the time of actual service as an extra or casual employee shall be deemed to be service.

(35) 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.

(36) Each casual employee shall receive a minimum wage at the rate of Forty-two shillings per week averaged over each two weeks of his service or should he be employed for a lesser period than two weeks then he shall receive a minimum wage at the rate of Forty-two shillings per week or at the rate of Seven shillings per day averaged over his period of service.

(37) The Trust 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 the first day of October One thousand nine hundred and twelve and shall bring into operation the other provisions of this Agreement as soon as possible.



(37) (a) 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.

(38) 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 be equally divided on any question or either party call in his assistance.

(39) 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 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 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.

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

(41) The Manager of the Trust 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.

(42) 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 organisation Ten pounds each.

(43) This Agreement shall come into operation on the first day of October One thousand nine hundred and twelve and shall continue in force till the thirtieth day of June One thousand nine hundred and sixteen.

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

## FIRST SCHEDULE.

### Rates of Pay.

	Per day.
Motormen and Conductors—	
For 1st year of service in that capacity..	8/6
" 2nd " " " " " " ..	9/-
" 3rd " " " " " " ..	9/6
And thereafter .. .. .	9/6
Pitmen .. .. .	10/-
Car Cleaners .. .. .	8/6
Overhead Wireman .. .. .	10/6
Assistant Overhead Wireman .. .. .	9/6
Tower Waggon Driver .. .. .	8/6
General Labourers .. .. .	8/6
Track Ganger .. .. .	9/6
Track Labourers (Fettlers and Trackmen) ..	8/6
Track Cleaners .. .. .	8/6
Horse Dray Drivers .. .. .	8/6
Points Cleaner .. .. .	8/6
Blacksmith .. .. .	10/6
Carpenters .. .. .	11/2
Painters .. .. .	11/8 and 10/-
Blacksmith Striker .. .. .	8/6
Lavatory Man .. .. .	8/6
	Per week
Casuals .. .. .	42/-

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

LIONEL L. HILL,

President.

A. C. WARTON,

General Secretary.

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

ALEX. CAMERON,

Chairman.

THOMAS KING,

Member.

W. O. STRANGWARD,

Secretary.



THE AUSTRALIAN TRAMWAY  
EMPLOYEES' ASSOCIATION

WITH

THE NORTH MELBOURNE  
ELECTRIC TRAMWAYS & LIGHT-  
ING COMPANY LIMITED.

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**Agreement.**

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## Memorandum of Agreement.

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MEMORANDUM OF AGREEMENT made this **fourteenth** day of January One thousand nine hundred and thirteen 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 NORTH MELBOURNE ELECTRIC TRAMWAYS AND LIGHTING COMPANY LIMITED of Mount Alexander-road Ascot Vale (hereinafter called the Company which term wherever used shall include the Company's successors) of the other part WHEREAS the Association by Plaint Number 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 Plaint between the said Association and the Company left unsettled by this Agreement are (a) Claim No. 38 in the Plaint for preference of employment.



to members of the Association and (b) Claim No. 44 in the Plaint 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 first day of January One thousand nine hundred and thirteen any covenant or agreement to the contrary notwithstanding:—

	Per day
(1) Motormen and Conductors during first year of service . . . . .	8/6
(2) Motormen and Conductors during second year of service . . . . .	9/-
(3) Motormen and Conductors after second year of service . . . . .	9/6
(4) Fitters . . . . .	11/-
(5) Shed Labourers . . . . .	8/-
(6) Shed Improver . . . . .	8/-
(7) Pitmen . . . . .	10/-
(8) Car Cleaner . . . . .	8/-
(9) Car Cleaner and Motor Cleaner . . . . .	8/-
(10) O.H. Wireman on Tramways work only . . . . .	9/-
(11) O.H. Labourer . . . . .	8/-
(12) Tower Wagon Driver . . . . .	8/-
(13) Gangers when in charge of four men . . . . .	10/-
(14) Fitters and Trackmen . . . . .	8/-
(15) Track Cleaners . . . . .	8/-
(16) Mechanical Labourers . . . . .	8/-
(17) Horse Driver not otherwise specified . . . . .	8/-
(18) Labourers . . . . .	8/-
(19) Drivers (Engine) . . . . .	11/4
(20) Firemen . . . . .	9/-

B. The following working conditions shall apply:—

(1) 48 hours shall constitute a week's work in the Tramway service.

(2) Save during Show Week and Cup Week and on all Race Days at Flemington and Moonee Valley permanent way men and Fitters in repair shops shall work from 7.30 a.m. to 5.15 p.m. on Monday Tuesday Wednesday Thursday and Friday with one

hour for dinner from 12 a.m. till 1 p.m. and from 7.30 a.m. till 12 noon on Saturday without interval.

(3) 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 Saturday when it shall be confined within eleven consecutive hours and one shift on Sunday not to exceed ten and a half hours. The work of the thirty per cent. of Motormen and Conductors on the permanent staff above referred to shall be confined within twelve consecutive hours. This clause shall be suspended during Show Week Cup Week and on all Race Days at Flemington or Moonee Valley.

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

(5) Save during Show Week Cup Week and all Race Days at Flemington and 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 Saltwater 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 the times set out therefor in 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.

(8) No meal relief shall be less than thirty minutes on week days or fifteen minutes on Sundays unless sanctioned by the Victorian Branch of the Association or the Board of Reference.

(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 Show Week Cup Week and on all Race Days at Flemington and 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.

(10) Except in a case of extreme urgency and during Show Week Cup Week and all Race Days at Flemington and 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.

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

(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 three 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 three 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 three 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 Show Week Cup Week and on all Race Days at Flemington and Moonee Valley.

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

(14) All work performed by Motormen and Conductors between 1 a.m. and 5 a.m. shall be paid for at the rate of time and a half.

(15) All duty done by Motormen and Conductors in excess of nine hours in any one day shall be paid for at time and a half rates. 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.

(16) All duty done by 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.

(17) Track Repairers and Track Labourers on duty between midnight and 7.30 a.m. shall be paid at the rate of time and a half.

(18) Motormen and Conductors shall be paid an extra rate of 1½d. an hour when training students.

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

(20) 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.

(21) 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 four pence (4d.).



(22) 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.

(23) Conductors before shorts are charged 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 errors in a Conductor's report shall be refunded by the Company.

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

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

(26) 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.

(27) 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.

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

(29) 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.

(30) 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.

(31) 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.

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

(33) 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.

(34) 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.

(35) 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 organisation Ten pounds (£10) each.

(36) This Agreement shall come into operation on the first day of January One thousand nine hundred and thirteen and shall continue in force till the Thirtieth day of June One thousand nine hundred and sixteen.

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

A. C. WARTON, General Secretary.

EXECUTED by THE NORTH MELBOURNE ELECTRIC TRAMWAY and LIGHTING COMPANY LIMITED by J. G. White and Co. Limited by its attorney A. D. Murdoch in the presence of

L. VOIGHT.

A. D. MURDOCH.

# THE AUSTRALIAN TRAMWAY EMPLOYEES' ASSOCIATION

WITH

# THE ELECTRIC SUPPLY CO. OF VICTORIA LTD.

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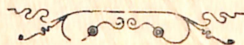
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## Agreement.

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## Memorandum of Agreement.

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MEMORANDUM OF AGREEMENT made this Fourteenth day of January One thousand nine hundred and thirteen Between THE AUSTRALIAN TRAMWAY EMPLOYEES' ASSOCIATION an Organisation registered under the Commonwealth Conciliation and Arbitration Act 1904-1911 whose registered address is Trades Hall, Goulburn-street, Sydney (hereinafter called the Association) of the one part and THE ELECTRIC SUPPLY COMPANY OF VICTORIA LIMITED of Wendouree-Parade Ballarat in the State of Victoria (hereinafter called the Company) of the other part WHEREAS the Association by Plaint Number 16 of 1911 submitted certain claims which it is alleged were in dispute between the Companies Bodies and Persons mentioned in the said Plaint and their employees. AND WHEREAS in the course of the hearing of the said Plaint the President of the Court suggested that the parties hereto should confer with a view to settling the matters submitted to the Court by agreement AND WHEREAS the parties hereto have met in conference and have with the assistance of the President of the Court agreed to a settlement of the matters in dispute as hereinafter appears the Company 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 Company 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:—

A. The minimum rates to be paid to the employees members of the Association from and after the first day of December One thousand nine hundred and twelve 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:—

(1) The hours of work for Motormen and Conductors on any run on week days and Sundays respectively shall not exceed those set out in the roster for Ballarat and Bendigo respectively annexed hereto unless overtime be paid as hereinafter provided.

(2) Any alteration of the rosters required by traffic conditions varying the number of runs time of starting same etc. shall provide that the maximum and minimum number of hours in the rosters annexed hereto shall not be exceeded or reduced except with the consent of Board of Reference hereunder referred to.

(3) Permanent Motormen and Conductors shall be entitled to every alternate Sunday off duty without pay and if called for duty on their Sunday off shall not be paid in any case for less than two hours' work.

(4) Motormen and Conductors shall as required take the permanent Sunday runs in rotation and shall be paid a full day's pay therefor at Sunday rates.

(5) Motormen and Conductors on the a.m. shift shall sign on at the Depot and sign off at Grenville-street Ballarat or Charing Cross Bendigo Offices respectively. On the p.m. shift they shall relieve at the Grenville-street or Charing Cross Offices and sign off at Depot. For signing on or off at the Depot ten minutes shall be allowed.

(6) No permanent employee shall be called upon to begin a new shift unless he shall have had at least ten hours off duty.

(7) No permanent Motorman or Conductor shall be called upon to work more than seven consecutive p.m. shifts in any fortnight.

(8) Not less than fifty per cent. of the total number of Conductors employed by the Company shall be over the age of twenty-one years and shall receive the adult Conductor's scheduled rate of pay provided that in regard to the existing Conductors the present percentage up to fifty-five per cent. at Bendigo and fifty-eight per cent. at Ballarat shall be allowed to remain until the percentage is reduced to the fifty per cent. standard of adults the Company agreeing not to dispense with a Conductor's services for the

sole purpose of reducing the number to the fifty per cent. standard.

(9) On any vacancy occurring in the fifty per cent. standard of adult Conductors the senior junior Conductor shall other things being equal be promoted to the vacancy and receive adult Conductors' pay.

(10) Casual Motormen and casual adult Conductors shall be guaranteed not less than forty-two shillings a week averaged over four consecutive weeks.

(11) Casual Conductors under twenty-one years of age shall be guaranteed not less than twenty-five shillings per week averaged over four consecutive weeks.

(12) Permanent Motormen and Conductors shall work a.m. and p.m. shifts in each alternate week.

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

(14) All Motormen and Conductors working on Boxing Day New Year's Day Easter Monday and Railway Picnic Day shall be paid at the rate of time and a quarter.

(15) All work performed by employees other than Motormen and Conductors and those whose work generally requires their employment between the hours of twelve midnight and 7.30 a.m. shall be paid for at the rate of time and a quarter for such work.

(16) Overtime shall be paid as follows:—To all Motormen and Conductors:—

Sundays and holidays as specified in Clause 14 at the rate of time and a quarter.

To Permanent Motormen and Conductors.—For all time worked beyond their rostered hours at the rate of time and a quarter.

Casual Motormen and Conductors shall be paid at the rate of time and a quarter after eight and a half hours on any week days and after the rostered hours for permanent men on Sundays.

Other employees at the rate of time and a quarter after eight hours.



(17) Motormen and Conductors shall be paid an extra rate of 1½d. for every hour of training students.

(18) Motormen and Conductors who have been in the service at least twelve months shall be entitled to seven consecutive days' leave of absence per annum and to be paid as for six working days. Leave will be allowed in rotation by seniority.

(19) Promotion shall be governed by capability suitability seniority and record. Notices of vacancies shall be posted at the Depots and an opportunity given to employees to apply for such vacancies.

(20) All employees shall perform such work as the Company may from time to time require but shall be paid at the rate ruling for such work except where the rate is lower in which case he shall be paid at his usual rate.

(21) All employees shall in cases of rush traffic be available for such duties as may be required of them.

(22) Except in case of grave misconduct the service of the employee shall not be terminated without one week's notice on either side or if the employer terminate the service he may elect to pay one week's pay in lieu of notice.

(23) An employee attending by instruction at the Company's 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.

(24) Employees shall be entitled to free transit to and from duty when not on duty employees shall be entitled to six free passes per week good for a single journey on any one line during the month of issue. Provided that employees shall give up their seats to paying passengers if required.

(25) Motormen and Conductors shall be provided and kept provided with uniform as follows:—

Motormen.—Cap Tunic Trousers.

Conductors.—Cap Tunic Vest and Trousers.

(26) The Company shall provide such change of money as it requires Conductors to carry.

(27) The Company shall provide Conductors with whistles where necessary.

(28) Association notices may be posted on suitable boards at places arranged with the Management.

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

(30) There shall be no discrimination made by the Company as against members of the Association as regards appointment removal dismissal promotion privileges favours or any other matter.

(31) All additional cars which may hereafter be taken into service shall be provided with glass shields to protect Motormen from the weather. Glass shields shall be provided at Ballarat on existing cars the work to be commenced within one month from the date hereof and continued with due diligence until completion. Rests for the use of Motormen will be provided where the cars are of design suitable for the fixing of same.

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

(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 re-examination for vision.

(34) In all cases involving dismissal or suspension an employee may be attended and assisted by an accredited officer or member of the Association if he so desires except in cases where the employee is dismissed or suspended for misconduct committed in the presence of the General Manager or his immediate deputy or where he admits the misconduct.

(35) For the purposes of this Agreement there shall be at Bendigo and Ballarat respectively Boards of Reference consisting of two persons representing



the Company and two persons representing the Association (with liberty to either party to vary such appointment from time to time) and (in case the Board be equally divided on any question or either party invoke his assistance) the Registrar of the Court or such other person as the President of the Court may from time to time nominate.

(36) 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 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.

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

(38) The party desiring the reference shall give to the other party a brief statement in writing of the dispute or question to be referred and shall endeavour to have the time and place of sitting agreed on by the members of the Board and give the members notice thereof.

(39) Except with the consent in writing of both parties all the members of the Board must be present to form a quorum.

(40) 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.

(41) For any breach of this Agreement the maximum penalty shall be in the case of the Association or the Company One thousand pounds or in the case of individual members of the Organisation Ten pounds each.

(42) This Agreement shall come into operation as from the first day of December One thousand nine hundred and twelve and shall continue in force till the thirtieth day of June One thousand nine hundred and sixteen.

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

### FIRST SCHEDULE.

#### Rates of Pay.

	Per Week of 52 hours.
Motormen . . . . .	£2 18 6
Adult Conductors . . . . .	2 12 0
Conductors under the age of 21 years—	
For first six months . . . . .	1 12 6
Thereafter . . . . .	1 16 10
	Per Week of 48 hours.
Armature Winder—	
For first six months . . . . .	2 14 0
Thereafter . . . . .	3 0 0
Carpenters . . . . .	3 3 0
Pitmen . . . . .	3 6 0
Pitmen's Labourers . . . . .	2 8 0
Trackman . . . . .	2 11 0
Trackman's Assistants . . . . .	2 8 0
Track Cleaners . . . . .	2 8 0
Trolley Waggon Driver . . . . .	2 8 0
Car Cleaners, Adults . . . . .	2 8 0
Car Cleaners, Juniors . . . . .	1 0 0

The wages in this Schedule are for adults except where otherwise specified.

### ROSTERS REFERRED TO.

#### BALLARAT SUMMER ROSTER.—WEEK-DAYS.

A.M.				P.M.			
Run.	Sign on.	Sign off.	Hours	Run.	Sign on.	Sign off.	Hours
1	6.40	3.5	8½	1	8.5	11.35	8½
2	7.25	3.30	8	2	3.30	11.30	8
3	7.15	3.15	8	3	3.15	11.45	8½
4	7.35	3.30	8	4	3.30	11.35	8
5	7.25	3.30	8	5	3.30	11.50	8½
6	7.55	4.0	8	6	4.0	11.30	7½
7	7.40	3.40	8	7	3.40	11.0	7½
8	6.45	3.20	8½	8	3.20	12.0	8½
9	7.30	3.25	8	9	3.25	11.30	8
10	7.45	3.45	8	10	3.45	11.0	7½
11	6.40	3.10	8½	11	3.10	12.0	8½
12	8.0	3.15	7½	12	3.15	11.15	8
13	7.55	3.10	7¾	13	3.10	11.15	8
14	10.40	4.45	6	14	4.45	9.0	4¼
				15	1.55	8.50	7°

° Out early. Saturday's Shifts divided.

† Heavy traffic. Hot days. School Trailer. 9¼ hours.



## SUNDAYS.

Run.	Sign on.	Sign off.	Hours
1	1.35	10.30	9
2	1.30	10.45	9 $\frac{1}{4}$
3	1.30	10.45	9 $\frac{1}{4}$
4	1.25	10.30	9
5	1.35	10.50	9 $\frac{1}{4}$
6	1.30	10.30	9
7	1.25	10.45	9 $\frac{1}{4}$
8	1.40	11.0	9 $\frac{1}{4}$
9	1.40	11.0	9 $\frac{1}{4}$
10	1.40	11.0	9 $\frac{1}{4}$
11	1.30	11.10	9 $\frac{3}{4}$
12	1.55	10.30	8 $\frac{1}{2}$
13	1.50	10.30	8 $\frac{1}{2}$
14			
to	} Specials. Fine Nights		
18			

## WINTER ROSTER.--WEEK-DAYS.

A.M.

P.M.

Run.	Sign on.	Sign off.	Hours	Run.	Sign on.	Sign off.	Hours
1	6.40	3.5	8 $\frac{1}{2}$	1	6.40	11.30	8 $\frac{1}{2}$
2	7.35	3.5	7 $\frac{1}{2}$	2	7.35	10.50	7 $\frac{3}{4}$
3	7.35	3.40	8	3	7.35	11.45	8
4	7.40	3.30	7 $\frac{3}{4}$	4	7.40	11.30	8
13	11.50	8.30	8 $\frac{3}{4}$	5	11.45 <sup>A.M.</sup>	8.50	9
6	8.0	4.0	8	6	4.0	11.30	7 $\frac{1}{2}$
7	7.45	3.15	7 $\frac{1}{2}$	7	3.10	11.5	8
14	11.25	8.55	9 $\frac{1}{2}$	12	11.50 <sup>A.M.</sup>	8.30	8 $\frac{3}{4}$
8	6.40	3.10	8 $\frac{1}{2}$	8	3.10	11.50	8 $\frac{3}{4}$
9	7.30	3.0	7 $\frac{1}{2}$	9	2.55	10.45	7 $\frac{3}{4}$
10	7.50	3.35	7 $\frac{3}{4}$	10	3.15	11.10	8 $\frac{3}{4}$
11	6.45	3.20	8 $\frac{1}{2}$	11	3.20	12.0	8 $\frac{3}{4}$

15--Casuals, 1.55 to 8.50..Thre-

## SUNDAYS.

Run.	Sign on.	Sign off.	Hours
1	1.35	10.30	9
2	1.55	10.10	8 $\frac{1}{4}$
3	1.35	8.35†	7
4	1.40	10.35	9
5	1.50	10.45	9
6	2.5	10.30	8 $\frac{1}{2}$
7	1.50	10.5	8 $\frac{1}{2}$
8	1.40	11.0	9 $\frac{1}{4}$
9	2.10	10.30	8 $\frac{1}{4}$
10	2.10	10.30	8 $\frac{1}{4}$
11	1.35	10.50	9 $\frac{1}{4}$

† Half-time.

## BENDICO ROSTERS.

## EAGLEHAWK LINE.--WEEK-DAYS.

A.M. SHIFT.

Run.	Sign on.	Sign off.	Time relieved.		Hours worked.	
			Dept. Sheds.	Week-days.	Wed. & Sat.	Mon., Tues. Thurs., Fri.
1	5.40	5.50	1.40	2.0	HRS. MIN.	HRS. MIN.
2	6.0	6.10	1.20	2.30	8 0	8 20
3	6.50	7.0	3.0	3.0	7 20	8 30
4	6.45	6.55	3.10	3.10	8 10	8 10
5	7.20	7.30	3.30	3.30	8 25	8 25
6	7.15	7.25	1.40	3.40	8 10	8 10
7	7.25	7.35	3.	3.50	6 25	8 25
					7 35	8 25

P.M. SHIFT.

Run.	Sign on.	Sign off.	Hours	HRS. MIN.		
				HRS. MIN.	HRS. MIN.	
1	1.40	2.0	8.50	11.30	7 10	9 30
2	1.20	2.30	8.35	11.40	7 15	10 10
3	3.0	3.0	11.30	11.20	8 30	9 10
4	3.10	3.10	11.50	11.30	8 30	9 20
5	3.30	3.30	12.20	11.50	8 40	9 20
6	1.40	3.40	8.35	12.30	8 50	8 20
7	3.0	3.50	11.35	12.0	6 55	8 10
8	..	3.30	..	11.40	8 35	8 30
					12.0	8 10
					11.40	Sat'day only. 8 10

## SUNDAYS.

Run.	Sign on.	Sign off.	Hours worked.
1	1.25	11.10	HRS. MIN. 945
2	1.35	11.20	945
3	1.45	11.30	945
4	1.55	11.50	955
5	2.5	11.0	85 5
6	2.15	11.50	935
7	2.25	11.0.	835



GOLDEN SQUARE LINE.—WEEK-DAYS.  
A.M.

Run	Mon., Tues.,	Thurs., Fri.	Hours. Four days.
	Sign on.	Sign off.	
9	6.45	3.12	HRS. MIN. 8 27
10	6.57	3.26	8 29
11	7.9	3.34	8 25
12	11.28	6.50	7 22
13	11.42	7.5	7 23

## P.M.

Run	Sign on.	Sign off.	Hours worked	
			Four days	Two days. Wed. & Sat.
			HRS. MIN.	HRS. MIN.
9	3.12	11.40	8 28	
10	3.26	11.50	8 24	
11	3.34	11.33	7 59	
12	6.50	11.30	4 40	
13	Wed. & Sat. 6.0	11.30		5 30
	7.5	11.47	4 42	
13	Wed. & Sat. 6.14	11.47		5 33

SUNDAYS	Run	Sign on	Sign off	Hours worked
				HRS. MIN.
{	9	1.33	10.40	9 7
	10	1.40	10.47	9 7
	11	1.47	10.50	9 3
	12	1.54	10.54	9 0
	13	2.1	11.1	9 0

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

LIONEL L. HILL, President.

A. C. WARTON, General Secretary.

EXECUTED by THE ELECTRIC SUPPLY COMPANY OF VICTORIA LIMITED by being signed sealed and delivered by its Attorney under Power Percival John Pringle in the presence of

WILLIAM J. HOME,

Solicitor, Melbourne.

P. J. PRINGLE.

THE AUSTRALIAN TRAMWAY  
EMPLOYEES' ASSOCIATION

WITH

MESSRS. MEAKIN & THOMAS.

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Agreement.

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## Memorandum of Agreement.

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MEMORANDUM OF AGREEMENT made this fourteenth day of January One thousand nine hundred and thirteen 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 FREDERICK WILLIAM MEAKIN and LENA THOMAS of High-street Northcote Lessees of the Northcote Cable Tramways (hereinafter called the Employers which term shall include their executors administrators and assigns) of the other part. WHEREAS the Association by Plaint Number 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 Employers 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 Employers and their employees and the Association AND the representatives of the Association and of the Employers 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 Employers 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 Employers as hereinafter set forth. AND WHEREAS the only matter submitted by the said Plaint between the said Association and the Employers left unsettled by this Agreement are (A) Claim No. 38 in the Plaint for preference of employment to



members of the Association and (B) Claim No. 44 in the Plaintiff. NOW (having regard to the special conditions of the Employers' Lease) IT IS HEREBY AGREED and the said parties do hereby covenant and agree in manner following that is to say:—

A. The following are the minimum rates to be paid by the Employers to the Employees members of the Australian Tramway Employees' Association from and after the first day of December One thousand nine hundred and twelve any covenant or agreement to the contrary notwithstanding:—

	Per Day
(1) Gripmen and Conductors .. .. .	9/2
(2) Shedmen .. . . . . .	10/6
(3) Shedman's Assistant or Labourers..	8/6
(4) Signalmen in charge of levers .. . .	10/-
(5) Signalmen with Flags .. . . . . .	9/6
(6) Shunters .. . . . . .	8/4
(7) Boiler Cleaners under or over 21 years of age. Ordinary wages plus 6d. per hour when working inside boilers.	Per Week
(8) Oilmen if under 21 years, First year	25/-
(9) Oilmen if under 21 years, Second year .. . . . . .	30/-
(10) Oilmen if under 21 years, Third year	40/-
(11) Ropeman, 69/- (except in case of Nicholls) .. . . . . .	65/-
	Per Day
(12) Tar Distiller .. . . . . .	10/6
(13) Track Repairers .. . . . . .	9/-
(14) Track Labourers .. . . . . .	8/-
(15) Track Cleaners (if work confined within 10 consecutive hours) .. . .	8/-
(16) Track Cleaners if not so confined ..	8/4
(17) Tunnel Cleaners .. . . . . .	9/-
(18) Leading Track Oiler, 10/- per day (except in case of Ruffin) .. . .	9/6
	Per Week
(19) Track Oiler Assistant (Boy) .. . . .	30/-
	Per Day.
(20) Labourers not otherwise specified ..	8/-
	Per Week
(21) Lampman and Carwasher, 8/6 per day (except in case of Aldous 8/-).	Per Week
(22) Junior Shedman's Assistant (Boy) ..	25/-

B. The following working conditions shall be observed:—

(1) 48 hours shall constitute a week's work in the Tramway 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) Gripmen and Conductors shall be paid for all their time on duty from the time of signing on until the time of signing off.

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

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

(8) 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.

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

(10) 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 Employers have 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.

(11) 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 the number of hours actually on duty not being less than six hours.

(12) 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.

(13) 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.

(14) 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.

(15) All duty done by Gripman 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 rate 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 Governmental Municipal or Police Authorities.

(16) 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.

(17) Track Repairers and Track Labourers on duty between the hours of 11.45 a.m. on Saturdays and 12 o'clock midnight on Sundays shall be paid at the rate of time and a quarter but at ordinary rates at all other times.

(18) 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.

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

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

(21) An employee shall perform such work as the Employers 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.

(22) 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 employees shall be entitled to four pence (4d.).



(23) An employee attending by instructions at Head Office or elsewhere on the Employers' 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.

(24) Each employee shall be entitled to six free passes per week.

(25) 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 objections 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 Employers.

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

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

(28) 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 Employers for appointment to the position applied for by the applicant in the service of the Employers.

(29) 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.

(30) The Employers' 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 services for other than grave misconduct.

(31) Track Repairers are defined to mean 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 setts.

(32) 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.

(33) The Employers shall make payment of all wages and other payments including overtime and extra rates of payment to their employees as provided by this Agreement on and from Sunday the first day of December One thousand nine hundred and twelve and shall bring into operation the other provisions of this Agreement as soon as possible.

(34) For the purpose of this Agreement a Board of Reference is hereby appointed consisting of three persons nominated by the Employers 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.

(35) 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 Employers between the Association or any of its members in the employ of the Employers and the Employers 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.

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

(37) The Employers 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.



(38) In calculating service the time of actual service as an extra or casual employee shall be deemed to be service.

(39) The Employers 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.

(40) For any breach of this Agreement the maximum penalty shall be in the case of the Association or the Employers One thousand Pounds (£1000) or in the case of an individual member of the Association Ten Pounds (£10) each.

(41) This Agreement shall come into operation on the first day of December One thousand nine hundred and twelve and shall continue in force till the Thirtieth day of June One thousand nine hundred and sixteen.

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

A. C. WARTON,  
General Secretary.

SIGNED SEALED and DELIVERED by  
the said FREDERICK WILLIAM  
MEAKIN in the presence of  
LOUIS WAXMAN,  
Solicitor, Melbourne.  
F. W. MEAKIN.

SIGNED SEALED AND DELIVERED by  
the said LENA THOMAS in the presence  
of

LOUIS WAXMAN,  
LENA THOMAS,







