

POLICY STATEMENT BY  
AUSTRALIAN TRAMWAY & MOTOR OMNIBUS EMPLOYEES' ASSOCIATION  
VICTORIAN BRANCH  
IN RELATION TO CHANGED TICKETING AND OPERATIONAL METHODS FOR  
MELBOURNE TRAMS

The Tramway Union does not support the introduction of MET TICKET, and driver only operation on trams, because the ticketing system is inappropriate and imposes unreasonable burdens on the travelling public.

The Tramway Union is opposed to the introduction of driver only operations because of the inevitable decline in service, to the travelling public, and the inevitable undermining of safety and security.

The Tramway Union will not accept responsibility for any adverse consequences which occur as a result of the Government's imposition of MET TICKET and driver only operation of trams.

The Tramway Union, however, is not prepared to allow the public to be further inconvenienced by the Government's attitude to this matter and accordingly the Union recognises that the provisions contained in this document allow the public to continue to seek changes to the Government's policy whilst the trams are running and Tramway workers are able to work.

PUBLIC TRANSPORT CORPORATION

AND

AUSTRALIAN TRAMWAY & MOTOR OMNIBUS EMPLOYEES' ASSOCIATION

AGREEMENT

GENERAL PRINCIPLES

1. The Tramways Union accepts the introduction of MetTicket, including Driver Only Operation of modern trams. The Union does not support the changed ticketing and operational methods as outlined in the statement attached hereto.
2. The Tramways Union accepts and will not obstruct the conversion of trams to Driver Only Operation, the training of staff and the conversion of vehicles.
- 3.1 Subject to training commencement of the Driver Only and Roving Conductor Operations shall commence immediately on a return to work at the Kew, Camberwell and Essendon Depots. After 2 weeks the operation shall be progressively implemented in all other Depots.
- 3.2 Driver Only positions will be filled by volunteers in the first instance.
- 3.3 Volunteers shall be called for from the first day of the Agreement.
- 3.4 In the absence of sufficient volunteers at the end of six weeks, Driver Only positions shall be filled on the basis of reverse seniority.
- 3.5 Work shall commence from the date of this Agreement on the conversion of tram doors. This shall be performed by day labour, supplemented, if necessary, by contract to complete the conversion of 'Z' class trams within 2 weeks from the date of Agreement. As part of this process Occupational Health & Safety issues shall be addressed and resolved.  
  
Note :            This work involves unions not party to this Agreement and is subject to their agreement.
- 3.6 Training of Driver Only drivers in the selling of tickets shall commence off vehicle within 1 week of the Agreement.
4. The Government, the Public Transport Corporation and the Union agree to comprehensive consultations on all proposed changes not covered by this Agreement.
5. Driver Only trams will not be operated unless equipped with either a two-way radio or automatic vehicle monitoring. Existing installed radios shall not be removed as a consequence of this Agreement.

**JOB GUARANTEES**

6. All existing conductors shall be guaranteed employment within the tramway system.
7. There shall be no involuntary transfers of conductors. If a problem arises, the parties shall seek to resolve it using fleet mobility to overcome any mismatch of personnel to vehicles. If no agreement is achieved after 1 week of discussion the matter will go to the Industrial Relations Commission. This clause refers to fleet mobility in the context of this Agreement. Operational requirements for fleet mobility will still exist, but will only occur after appropriate consultation.
8. There shall be no compulsory transfer of drivers with the exception that, if there are insufficient volunteers after six weeks, driver positions, including transfers, may be filled on a reverse seniority basis.
9. Persons who offer to transfer will receive a relocation allowance. This is to be paid on the basis of the scale existing in the Transfer, Redeployment and Retraining Programme as follows :-

5 kilometres and under	\$ 0
6 kilometres - 20 kilometres	\$450
21 kilometres - 35 kilometres	\$900

Payment of the allowance is to be made at the time of transfer as a lump sum and is to be based on the employee's normal mode of transport.

10. Drivers are guaranteed jobs as drivers at not less than their current classification.
11. All tram drivers may elect to remain tram drivers.
12. Any route changes, including temporary changes in the type of tram, will be the subject of consultation. The consultation will include the implementation of income maintenance for those who may otherwise be disadvantaged. No tram route will be closed as a result of this Agreement, provided that the Agreement is adhered to.
13. As far as possible, no existing tram driver shall be given Driver Only duties against his or her wishes. In the event that there are insufficient volunteers after six weeks, Driver Only positions will be filled on the basis of reverse seniority.

14. Drivers and conductors who need employment under rehabilitation are to be protected by the Agreement, including the retention in the system of 20 'Z3' trams with seats. This is to apply for an indefinite period. In the event that the number of staff who require such protection cannot be accommodated by 20 such vehicles, consultation as to alternative means of protection, including additional vehicles with seats, shall occur.

#### PROMOTION AND RECRUITMENT

15. The criteria for all promotions shall be based on seniority, subject to suitability and availability and existing practise shall prevail. All positions will, if possible, be filled internally.

#### NEW CLASSIFICATIONS AND PAY LEVELS

16. The new position designed to provide a random presence on trams and buses shall be named "Roving Conductor".
17. A job description proposed by the Public Transport Corporation has been provided to the Union. Detailed discussions will need to be held with the Union, with the assistance of the Australian Industrial Relations Commission as necessary to finalize inclusion of the classification in the Awards.

Note : It is noted that there is an application for inclusion of a similar position in another Award with different Union coverage. The question of coverage shall be determined by the Australian Industrial Relations Commission.

18. The Roving Conductors are to be attached in groups to Depots, although it is understood that some Depots may not have Roving Conductors.
19. The operation shall commence with 300 Roving Conductors, which shall include the 70 Zone Conductors, the numbers to be the subject of review by the joint Management/Union Committee.

**DRIVER ONLY**

20. Drivers of Driver Only trams shall immediately receive the same wage rate as bus drivers subject to the following conditions :
- (a) Approval by the Industrial Relations Commission with the Government supporting the proposal.
  - (b) The Union ensuring that this does not lead to additional demands for restoration of relativities from bus drivers and 'W' class tram drivers.
  - (c) This Agreement being agreed and implemented.

**EXISTING CLASSIFICATIONS - AWARD CHANGES**

21. 'W' class drivers will be eligible for a mixed function allowance of \$10 per week conditional upon the following :
- (a) Completing driver training for all types of trams located at the individual's Depot.
  - (b) Agreement to undertake training as required subsequently on all types of trams.
  - (c) Being available to drive all types of trams.
  - (d) Payment in lieu of mixed function payments for the first 3 days of every 6 months of driving trams other than 'W' class trams.
  - (e) Completing annual refresher training.
  - (f) Accepting temporary allocation across Depots to cover driver shortages from time to time in line with current practice.
  - (g) Endorsement by the Australian Industrial Relations Commission.

**TRANSFER AND REDEPLOYMENT**

22. Any existing driver or conductor seeking redeployment within the Tramway System will be offered an acceptable job, provided that such jobs are available. If the employee finds the job is not suitable within 3 months, he/she will have the right to return to their previous position.

MONITORING OF DRIVER ONLY OPERATIONS

23. The joint Management/Union Working Party shall monitor the implementation of MetTicket including Driver Only Operations during the first 6 months operation to establish :-
- (a) Whether supplementation of Driver Only Operation is required.
  - (b) Whether any industrial issues need further consideration.
  - (c) Whether modifications are required with respect to safe working codes.
23. (d) Whether modifications are required to the fare structure and the operation of the ticket for disabled persons.
- (e) Whether the needs of the elderly, disadvantaged groups, etc., have been catered for with respect of the payment of fares. In particular the review will examine whether to exempt 60's and over, disabled, unemployed and other social security recipients from the emergency fares premium.
  - (f) Whether the premium on emergency tickets is to remain, and to what degree it may need revision.
24. Criteria for determining supplementation of Driver Only Operation :
- passenger security
  - risks of vandalism and graffiti
  - the need for special supervision of loading and unloading at certain times and locations which may include assistance for passengers with special needs at a particular location
  - the particular needs of special events (eg: sports, entertainment).

These criteria will be applied in relation to assessing the case for exemptions by route, time of day (eg: evenings), time of week (weekday, weekend) and type of tram (eg: 'B' class articulated).

Exemptions from Driver Only Operation will be investigated by the Joint Management/Union committee. Opportunities will be provided for community input into these investigations.

25. The Joint Management/Union Working Party will consider proposals for extending the duties for conductors.
26. A consultative mechanism for Government/Management to consult with the industry Unions on all industry development issues will be established. Opportunities will be provided for community input. This is to include fixing a date for the commencement of the Airport West extension. It is agreed that the \$600,000 allocated in the 1989/90 Budget for detailed planning will be expended this financial year. Commencement of work in 1990/91 will be subject to Budget approval.

#### NATIONAL WAGE INCREASE

27. On acceptance of this Agreement, there will be an immediate joint application to the Australian Industrial Relations Commission for payment of the first Structural Efficiency Principle National Wage increase.
28. The date of operation of this increase shall be determined by the Australian Industrial Relations Commission, but the Public Transport Corporation shall support the earliest possible date.
29. To satisfy the requirements of the National Wage Guidelines for the second SEP increase, the Public Transport Corporation requires the actual implementation of this Agreement, and a new consolidated Tram & Bus Operations Award. The latter is in common with the objectives sought in the remainder of the Public Transport industry in Victoria with no substantial changes expected in Award Conditions.

#### GENERAL ISSUES

30. Minimum annual employment targets for bus driver, tram driver and conductor classifications for the next three years will be agreed.
31. There will be no individual employment contracts for employees where award coverage exists.
32. Management withdraws demands for individual employees to sign 'Work as Directed' documents in the context of adherence to this Agreement. However, Management requires employees to work as directed as per award.

33. There will be no redundancy among drivers, indeed more drivers are required. Drivers who do not wish to operate Driver Only trams can drive 'W' class trams. Reduction in numbers of conductors will occur by attrition.

A "safety net" for employees for whom adjustment is difficult will consist of an understanding that people who require relief from Driver Only Operation will be treated sympathetically on their application for short term work as 'W' class drivers or conductors, or as roving conductors where suitable vacancies arise.

34. The Public Transport Corporation will freeze the current proposal for contracting out cleaning work in tram and bus depots. Further consultation shall occur over these proposals.

#### RESUMPTION OF WORK

35. On ratification of this Agreement by Union members and signing of the Agreement by the Public Transport Corporation and the Australian Tramway & Motor Omnibus Employees' Association, all workers will be on pay, conditional upon :-

- (a) Trams being towed away by combination of internal and external resources.

Note : This requires agreement by Unions not party to this Agreement and is subject to their agreement.

- (b) The cleaning of trams to be carried out by the appropriate classification.



Signed for and on behalf of the  
Victorian Government

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JIM KENNAN - MINISTER  
FOR TRANSPORT.

Signed for and on behalf of the  
Public Transport Corporation

.....  
NEIL POPE - MINISTER  
FOR LABOUR.

Signed for and on behalf of the  
Victorian Trades Hall Council

.....  
KEITH M. FITZMAURICE  
CHIEF EXECUTIVE.

Signed for and on behalf of the  
Australian Tramway & Motor Omnibus  
Employees' Association

.....  
JOHN HALFPENNY -  
SECRETARY

.....  
L. Di GREGORIO -  
SECRETARY

.....  
T. MARTIN - ASS.SEC.

DATED this second day of February 1990.

PAY STRUCTURE - TRAM & RRS

EXISTING	IMPROVED	AWARD INCREASE					O/A	TOTAL INCREASE						
		Award \$/M	STIS (max) \$/M	Total \$/M	SEP \$/M	WV \$/M			Total \$/M	%				
Bus Driver		344.90	65.00	409.90	Bus Driver	374.90	65.00	30.00	0.00	30.00	8.7	0.00	30.00	7.3
Tram Driver (DD)		313.90	48.20	362.10	Tram Driver (DD)	374.90	65.00	30.00	31.00	61.00	19.4	16.80	77.80	21.5
					Tram Driver Mixed Function Allowance	348.90	48.20	25.00	10.00	35.00	11.2	0.00	35.00	9.7
W/Class Tram Driver		313.90	48.20	362.10	Tram Driver	338.90	48.20	25.00	0.00	25.00	8.0	0.00	25.00	6.9
Conductor		304.30	48.20	352.50	Conductor Div 2	334.20	48.20	25.00	5.00	30.00	9.9	0.00	30.00	8.5
Conductor		304.30	48.20	352.50	Conductor Div 1	329.30	48.20	25.00	0.00	25.00	8.2	0.00	25.00	7.1