

MELBOURNE & METROPOLITAN  
TRAMWAYS BOARD

Conditions Governing

**GRATUITIES**

(New Scheme)

**LONG SERVICE LEAVE**

(All Employees)

**SICK LEAVE**

(Daily Paid Employees)

and

**PROCEDURE RE MEDICAL  
EXAMINATIONS AND  
EMPLOYEES' REGISTER**

**MELBOURNE & METROPOLITAN  
TRAMWAYS BOARD**

This booklet is for the information of Employees  
and sets out the:—

**Conditions Governing**

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EXAMINATIONS AND  
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By Order,  
W. AIRD,  
Secretary.

1st March, 1957.  
Re-printed April, 1959.  
Re-printed September, 1962.

**CONDITIONS GOVERNING RETIRING AND DEATH  
GRATUITIES  
(NEW SCHEME)  
ALL EMPLOYEES**

Except in respect of employees who on or before 20th May, 1955, had elected to remain thereunder, the conditions of the Retiring and Death Gratuity Scheme adopted by the Board on 9th October, 1947, are hereby rescinded and the following conditions shall operate as from 1st June, 1955, and until otherwise decided by the Board.

- DEFINITIONS:**
- (a) **"EMPLOYEE"** means any full time officer, servant or employee of the Board who has completed not less than 10 years service or, where service is terminated in accordance with Clause 7 hereof not less than 20 years service, in connection with the Board's undertaking.
  - (b) **"SERVICE"** for the purpose of computing the period of service in respect of which a gratuity is granted means the aggregate periods of an employee's service and shall include any period of service during which he was absent from duty on annual leave, sick leave or on such other leave as the Board may determine in any particular case, but shall not include any period of service prior to his having voluntarily left the Board's employ or having been dismissed therefrom for causes within his own control; or prior to his absence from the Board's employ for any continuous period of five years or more (other than on such leave as the Board may determine or by reason of his retirement on account of ill-health); or subsequent to the date upon which he attained the age of 65 years.
  - (c) **"YEARS OF SERVICE"** means the completed years of service of an employee as computed in accordance with these conditions less any period in respect of which a retiring gratuity has been granted in accordance with these or any other conditions.
  - (d) **"RETURNED SERVICEMAN"** means any employee who has served in the Defence Forces of the Commonwealth of Australia, and is entitled to a "Returned from Active Service" badge issued by the Commonwealth Government.

- (e) **"PAY"** means the salary or wages prescribed for the occupation in which the employee concerned was permanently graded immediately preceding the date of his retirement or death, inclusive of basic wage adjustment (if any) and current service allowance, but exclusive of any temporary increases granted by the Board, the Commonwealth Arbitration Court, or other wage fixing Tribunal or of overtime or other allowances.
- (f) **"DEPENDANT"** means a widow and/or child or children under the age of 16 years.

**Notice of Retirement**

1. An employee on attaining the age of 65 years shall except as hereinafter provided be retired from the Board's service. Three months' notice of retirement shall be given.

**Retirement at 65 years**

2. An employee upon attaining the age of 65 years shall be granted a retiring gratuity based upon his years of service and calculated in accordance with Scale "A" of the Schedule hereto.

**Returned Servicemen**

3. A Returned Serviceman who has attained the age of 60 years and who has been certified by the Board's Medical Officer to be totally incapacitated for any further service shall be retired and upon termination of service be granted a gratuity calculated on the period of his service up to the date of his retirement on the basis prescribed in Clause 2 hereof for employees retiring at 65 years of age.

**Retirement at 60 years**

4. An employee after attaining the age of 60 years who retires voluntarily or is retired for any reason other than that which the Board in its absolute discretion may consider amounts to misconduct shall upon retirement be granted a gratuity based upon his years of service and calculated in accordance with Scale "B" of the Schedule hereto.

**Total Incapacitation**

5. An employee under the age of 60 years being certified by the Board's Medical Officer to be totally incapacitated for any further service shall be retired and subject to the approval of the Board, shall, upon termination of service, be granted a gratuity based upon his years of service and calculated in accordance with Scale "C" of the Schedule hereto.

**Unfit for Usual Occupation**

6. An employee under the age of 60 years being certified by the Board's Medical Officer to be permanently unfit to continue to perform the duties of his usual occupation and for whom no other suitable position within the Board's service can be found

shall be retired and subject to the approval of the Board shall, upon termination of service, be granted a gratuity based upon his years of service and calculated in accordance with Scale "D" of the Schedule hereto.

**Employee Resigning**

7. Except as provided in Clauses 5 and 6 hereof an employee under the age of 60 years terminating his service with the approval of the Board for any reason other than that which the Board in its absolute discretion may consider amounts to misconduct shall be granted a gratuity based upon his years of service and calculated in accordance with Scale "E" of the Schedule hereto.

**Death under 65 years**

8. If an employee under the age of 65 years dies there shall be granted in respect of such deceased employee's service a gratuity based upon his years of service and calculated in accordance with Scale "F" of the Schedule hereto. Provided that in respect of the service of any such employee who died or dies on or after 22nd May, 1959, and who at the time of his death had completed 40 years' service or was a "Returned Serviceman" who had attained the age of 60 years there shall be granted a gratuity based upon his years of service and calculated in accordance with Scale "A" of the Schedule hereto. Such gratuity shall be paid to the legal personal representative of the deceased employee (where the deceased employee has so requested in writing to the Board or where he leaves no dependant) or otherwise to the dependant of the deceased employee.

**Part time employees**

9. A part time employee who has completed not less than 10 years service and who normally works less than the prescribed weekly hours for his grade (but at least 50% of such prescribed hours) shall be entitled to a gratuity as provided herein, but computed on a pay basis calculated pro rata according to the usual number of hours worked by him.

**Long Service Leave to be deducted**

10. The aggregate period of leave taken by an employee under the conditions governing Long Service Leave (Optional) adopted by the Board on 9th October, 1947, shall be deducted from the number of weeks shown in the Schedule hereto on which any gratuity would otherwise be calculated.

Extension of service

11. Upon the recommendation of the departmental head concerned the Board may extend for a period of not more than one year at any time the service of an employee due to retire in accordance with Clause 1 hereof and, in the case of an employee whose service is so extended, the amount of the gratuity payable shall be that to which he would have been entitled had he actually retired upon attaining the age of 65 years.

Allotment of gratuity in special cases

12. (a) Notwithstanding anything hereinbefore contained the Board may in its absolute discretion decide in what proportions a gratuity payable in accordance with Clause 5 hereof shall be allocated or disposed of for the benefit of the employee concerned or of his dependant.

(b) Notwithstanding anything hereinbefore contained the Board may in its absolute discretion decide in what proportions a gratuity payable to the dependant of a deceased employee in accordance with Clause 8 hereof shall be allocated or disposed of for the benefit of such dependant.

Gratuities inalienable

13. Any gratuity payable to an employee or his dependant in accordance with these conditions shall be personal and inalienable by charge, mortgage, execution under judgment, insolvency or other voluntary or involuntary disposition, and notwithstanding any purported assignment thereof the Board may pay the person it considers entitled thereto, and notwithstanding any such charge, mortgage, execution, insolvency or disposition, the receipt of the retired employee or his dependant, beneficiary or guardian, as the case may be, shall be a complete discharge to the Board for payment thereof.

Compassionate allowances

14. Nothing herein contained shall preclude the Board from granting a gratuity or compassionate allowance in respect of an employee or the service of an employee not specifically covered by the foregoing conditions.

Evidence of age

15. The Board may require such evidence of age in any case as it may think fit.

Conditions may be amended

16. Notwithstanding anything hereinbefore contained the Board by resolution may rescind or amend these conditions at any time and no claim shall rise against the Board by an employee, his dependant or any other person by reason of any such rescission or amendment or under these conditions.

## SCHEDULE

Years of Service	Scale "A"	Scale "B"	Scale "C"	Scale "D"	Scale "E"	Scale "F"
	Retirement at 65 years	Retirement 60-64 Years	Total Incapacitation	Unfit for Usual Occupation	Resignation Under 60 Years	Death
	Weeks Pay	Weeks Pay	Weeks Pay	Weeks Pay	Weeks Pay	Weeks Pay
10	20	20	20	10	—	20
11	22	22	22	11	—	22
12	24	24	24	12	—	24
13	26	26	26	13	—	26
14	28	28	28	14	—	28
15	30	30	30	15	—	30
16	32	32	32	16	—	32
17	34	34	34	17	—	34
18	36	36	36	18	—	36
19	38	38	38	19	—	38
20	40	40	40	20	12.5	40
21	44.1	44	42	22	13	42
22	48.4	44	44	24	13.5	44
23	52.9	46	46	26	14	46
24	57.6	48	48	28	14.5	48
25	62.5	50	50	30	15	50
26	67.6	52	52	32	15.5	52
27	72.9	54	54	34	16	54
28	78.4	56	56	36	16.5	56
29	84.1	58	58	38	17	58
30	90	60	60	40	17.5	60
31	96.1	62	62	42	18	62
32	102.4	64	64	44	18.5	64
33	104	66	66	46	19	66
34	105	68	68	48	19.5	68
35	106	70	70	50	20	70
36	107	72	72	52	20.5	72
37	108	74	74	54	21	74
38	109	76	76	56	21.5	76
39	110	78	78	58	22	78
40	111	111	111	60	22.5	80
41	112	112	112	62	23	82
42	113	113	113	64	23.5	84
43	114	114	114	66	24	86
44	115	115	115	68	24.5	88
45	116	116	116	70	25	90
46	117	117				92
47	118	118				94
48	119	119				96
49	120	120				98
50	121	121				100

1st November, 1956.

Amended, 9th July, 1959.

4. By agreement between the Board and the employee any accrued entitlement of long service leave may be taken in two or more periods, but in the absence of such agreement, long service leave shall be taken in one period.
5. Where on account of age or ill-health the services of an employee are terminated, that employee may by notice in writing elect to take pay in lieu of the whole or any part of any such leave to which he is then entitled and the Board shall grant him pay in lieu thereof accordingly.
6. Where the appointment of any female employee is terminated on account of or in anticipation of marriage, she may by notice in writing elect to take pay in lieu of the whole or any part of such leave and the Board on her marriage or in such other special circumstances as the Board in its discretion determines shall grant her pay in lieu thereof accordingly.
7. Where an employee entitled to any such leave or to pay in lieu thereof dies before or while taking such leave or (as the case may be) before such pay in lieu is paid, the Board shall to the extent that pay in lieu thereof has not already been paid to that employee grant pay in lieu of the whole or part of the leave not taken or (as the case may be) grant the pay in lieu to the legal personal representative of the deceased employee.
8. For the purposes of these conditions the services of an employee shall be deemed to be terminated—
  - (a) on account of age—if on or after attaining the age of 60 years he ceases to be an employee otherwise than by dismissal because of unsatisfactory service;
  - (b) on account of ill-health—if he produces to the Board satisfactory evidence that his ceasing to be an employee is due to ill-health which is likely to be permanent and is not due to misconduct or to causes within his own control.
9. Notwithstanding anything contained in these conditions a part-time employee who normally works less than the prescribed weekly hours for his grade (but not less than one-half of such prescribed hours) shall be entitled to the leave or privileges as provided herein with pay computed on a proportionate basis according to the number of hours usually worked by him.
10. Where an employee is absent on long service leave for more than three months in any year or more than three months continuously the amount of annual leave which he may be granted shall be proportionately reduced. Provided that where annual leave in excess of that which an employee may be granted under these conditions has been taken his subsequent annual leave shall be reduced by the period of such excess.
11. If an employee of the Board is or has been elected a member of Parliament and hereafter ceases to be a member of Parliament without being entitled to a pension under the Parliamentary Contributory Retirement Fund Acts and is re-employed in the Board's service on ceasing to be a member of Parliament, for the purpose of any long service leave the period from his ceasing to be employed in such service and whilst a member of Parliament shall be regarded as continuous with service in the Board's service but in the computation of the period of long service leave shall not count as service with the Board.
12. No employee shall during any period when he is on long service leave engage in any employment for hire or reward.
13. These conditions shall not apply with respect to any person who prior to 26th November, 1953, has attained the age of sixty-five years or ceased to be an employee of the Board.
14. Notwithstanding anything elsewhere contained in these conditions the Board may, in its absolute discretion, provide that service in any prescribed office under the Crown or with a Public or Governmental Authority or a Transport undertaking shall, to the extent approved, and for the purpose of these conditions alone be deemed to be service with the Board.

1st November, 1956.  
Amended 12th January, 1961.

## CONDITIONS GOVERNING SICK LEAVE

### DAILY PAID EMPLOYEES

#### Section 1—Sick Leave.

#### 2—Sick Allowance.

#### 3—General Conditions.

The "Conditions Governing Sick Leave—Daily Paid Employees" adopted by the Board on 9th October, 1947, are hereby rescinded and the following conditions shall operate as from 1st January, 1957, until otherwise decided by the Board. PROVIDED that no right, obligation or liability accrued or incurred under such previous conditions shall be affected.

(a) "EMPLOYEE" means any full-time daily paid employee who has completed not less than three months continuous service immediately prior to the date of his illness or injury.

(b) "THREE MONTHS CONTINUOUS SERVICE" means three months service actually performed within a period of four months.

(c) "CERTIFICATE" means a certificate issued and signed by a duly qualified Medical Practitioner and accepted by the Board.

(d) "SICK LEAVE" means leave of absence, granted in accordance with these conditions, at the full rate of ordinary wage prescribed for the occupation in which the employee concerned was permanently graded immediately preceding the commencement of such leave.

(e) "SICK ALLOWANCE" means payment at the rate of 20/- per week for adults and 10/- per week for juniors. Week for this purpose shall mean seven consecutive days.

(f) "ACCUMULATED SICK LEAVE" means the total sick leave accumulated in the terms of Clause 4 of Section 1 hereof as at the previous 30th June, and does not include any untaken sick leave for the then current year.

(g) "DEPENDANT" means a wife or a widow and/or a child or children under the age of 16 years.

## SECTION 1—SICK LEAVE

1. In each year ending the 30th June an employee shall, subject to the conditions set out herein, qualify for sick leave for a maximum period of one week (40 hours).

2. No employee shall be eligible for sick leave under these conditions in respect of any period for which he is entitled to payment under the Workers' Compensation Act 1951 or any amendment thereof.

3. If an employee is relieved from duty on account of illness, the Office-in-Charge will certify accordingly and sick leave shall, if due, be allowed up to the end of the rostered shift on which he was relieved.

4. The untaken portion (if any) of the prescribed sick leave for any year ending 30th June, shall become fully cumulative and shall accrue to the credit of an employee from year to year.

5. Accumulated sick leave standing to the credit of an employee may be taken only after the sick leave quota for the then current year has been taken.

6. In the case of an absence which extends over the 30th June in any year, the sick leave quota for the new year shall commence to operate as from 1st July, and the then untaken balance of the previous year's sick leave quota (if any) shall be dealt with as provided in Clause 4 hereof.

7. At the expiration of each ten-yearly period of service, an employee shall, at the convenience of the Board, be granted, in addition to any other leave then due to him, extra leave equivalent to and in lieu of such accumulated sick leave (if any), with payment in advance at the rate of ordinary wage prescribed for the occupation in which he was permanently graded immediately preceding the commencement of such leave.

Employees  
leaving service

8. An employee who has completed not less than 12 months continuous service and who by reason of his age or permanent incapacity is retired from the service, or who resigns or is discharged (except for misconduct) shall be paid at the termination of his service for all accumulated sick leave standing to his credit.

(a) An employee who is discharged for misconduct shall be paid at the termination of his service for all accumulated sick leave standing to his credit in respect of each ten-yearly period of service completed by him subsequent to 1st July, 1944, and no more.

Deceased  
employees

9. If an employee, who has completed not less than 12 months continuous service, dies whilst in the service of the Board, the Board shall grant to his legal personal representative (where the deceased employee has so requested in writing to the Board or where no dependant is left by the deceased employee) or otherwise to the deceased employee's dependant payment for all accumulated sick leave standing to the credit of the deceased employee.

Part time  
employees

10. A part-time employee with not less than three months continuous service who normally works less than the prescribed weekly hours for his grade (but at least 50% of such prescribed hours) shall be eligible for sick leave as provided herein at an ordinary wage rate proportionate to the usual weekly hours worked by him.

### SECTION 2—SICK ALLOWANCE.

Period of  
allowance

1. An employee absent through illness or injury beyond the period for which he is eligible for sick leave under Section 1 hereof shall subject to compliance with the conditions herein contained, be eligible for sick allowance for a maximum period of 26 weeks in any year ending 30th June.

Service before  
further  
allowance

2. An employee who has drawn sick allowance for 26 weeks in any 12 consecutive months, must perform three months continuous service before again becoming entitled to sick allowance.

Minimum  
period

3. The minimum period for payment of sick allowance shall be one day.

Maximum  
payment

4. An employee shall not be paid sick allowance in excess of an amount which (together with payments under the Workers' Compensation Act 1951 or any amendment thereof, sick pay from any Depot Club, Benefit, Friendly or Insurance Society or Societies, or allowance from the Repatriation Department, Social Services Department or other Commonwealth or State Department), is equivalent to his ordinary minimum rate of wages. An employee must state on the form provided, particulars of any benefits, as above specified, received by or due or accruing to him in addition to the Board's allowance.

Part time  
employee

5. A part time employee with not less than three months continuous service who normally works less than the prescribed weekly hours for his grade (but at least 50% of such prescribed hours) shall for the purpose of sick allowance only, be regarded as a full time employee.

### SECTION 3—GENERAL CONDITIONS.

Certificates

1. To become entitled to sick leave or sick allowance an employee absent from duty on account of illness or injury shall, within 48 hours of the time he was due to commence duty, furnish a certificate of incapacity for absence of one day or more, on a form approved by the Board. Progressive certificates shall be furnished at intervals of not more than two weeks. If a certificate indicates the date an employee will be fit to resume duty, sick leave or sick allowance will not be granted beyond that date.

Absent from  
residence

2. An employee whilst on sick leave or in receipt of sick allowance shall not be absent from his residence after 8 p.m., unless he is an inpatient in a hospital or has been granted permission as provided in Clause 8 hereof.

Right to refuse  
payment

3. The Board reserves the right to refuse sick leave or sick allowance without assigning any reason therefor.

Examination  
by Board's  
Doctor

4. An employee absent from duty shall, as required, submit himself for examination by the Board's Medical Officer. If an employee is unable to attend at Head Office, the Medical Officer may visit him.



- Certificate final** 5. The certificate of the Board's Medical Officer will, in all cases, be accepted as final.
- Other Leave** 6. No sick leave or sick allowance shall be granted to an employee in respect of any period for which he has been granted any other leave, or for which he accepts payment in lieu thereof.
- Not payable in advance** 7. Except as provided in Section 1 Clauses 7 and 8 hereof, sick leave or sick allowance shall not be paid for in advance.
- Country leave** 8. An employee shall not be entitled to sick leave or sick allowance for any period of recuperation in the country, or away from his usual place of residence, unless such period of recuperation has been recommended by the Board's Medical Officer. Sick leave or sick allowance will not, under any circumstances, be granted to an employee in respect of any period of absence from the State of Victoria.
- Inmate of Receiving Home** 9. Subject to these conditions, payment for sick leave or of sick allowance may be made to the dependant of an employee who is an inmate of a receiving home or hospital for the insane, but an employee without dependants, inmate of one of these institutions, whose affairs are in the hands of the Public Trustee, shall not be entitled to such payment.

1st November, 1956.  
Amended 12th November, 1959.

## PROCEDURE RE MEDICAL EXAMINATIONS AND EMPLOYEES' REGISTER

### FOR THE PURPOSE OF THIS RESOLUTION—

- “**EMPLOYEE**” means any officer or employee of the Board.
- “**SICK PAY**” means sick pay or sick allowance provided by the Board.
- “**SICKNESS**” means any sickness or accident however caused.
- “**REGISTER**” means the list or lists of persons who are entitled to be employed by the Board.
1. Any employee whether eligible for sick pay or not, who is absent from duty on leave owing to sickness shall submit himself for examination by the Board's Medical Officer as and when required by the Board.
  2. At the expiration of one calendar month any employee who has failed to submit himself in accordance with Clause 1 hereof and who has failed to satisfy the Board as to his inability to do so shall cease to be an employee and his name shall be removed from the register forthwith.
  3. Any employee who has been absent from duty on leave owing to sickness for a period of six consecutive calendar months—
    - (a) and who is ineligible for any further sick pay shall submit himself forthwith for examination by the Board's Medical Officer.
    - (b) and who is eligible for sick pay shall upon ceasing to be so eligible, submit himself forthwith for examination by the Board's Medical Officer.
  4. Any employee who fails to submit himself in accordance with Clause 3 hereof or, having so submitted himself is found by the Board's Medical Officer to be permanently unfit to resume his ordinary occupation shall cease to be an employee and his name shall be removed from the register forthwith.
  5. Any employee who submits himself in accordance with Clause 3 hereof and who in the opinion of the Board's Medical Officer may be fit to resume his ordinary occupation within a period of three calendar months from the date of such examination may be granted leave of absence for a further period of three calendar months, but if unable to resume his ordinary occupation at the expiration of such period he shall in the absence of any express direction by the Board cease to be an employee and his name shall be removed from the register forthwith.
  6. This resolution shall take effect as on and from 1st January, 1957.

1st November, 1956.

