

CONFIDENTIAL.

The Chairman,

Conference of Victorian Tramway Undertakings.

M E L B O U R N E.

Dear Sir,

In accordance with request from an informal Conference of the Chairman and Managers of the Victorian Tramway Undertakings, a Committee consisting of Messrs. H. A. Wilcox (Tramway Board), H. S. Dix (Prahran & Malvern Tramways Trust), P. J. Pringle (Ballarat & Bendigo Tramways) and A. D. Murdoch (Essendon Tramways) with Mr. W. O. Strangward as Secretary, has given consideration to the Log of Wages and Working Conditions served upon most of the Tramway Undertakings throughout the Commonwealth.

The whole of the demands have been carefully considered and your Committee reports as follows:-

1. As a uniform Log of Wages and Working Conditions has been served upon all the Tramway Undertakings who are employing members of the Association, it is suggested that, if Agreements be made with the Association, the Working Conditions should, as far as possible, be uniform, subject only to such modifications as may be necessary to meet special local conditions. In negotiating with the Association it must be remembered that, as provided by the Melbourne & Metropolitan Tramways Act 1918, the Melbourne Undertakings may, within a year, be amalgamated under one management, when varying Agreements would greatly increase the difficulty of administration.
2. It is suggested that a discussion of the rates of wages should be deferred until the working conditions are agreed upon, as they seriously affect the wages and re-act on the service rendered and the fares charged to the public. It is recommended that the various undertakings should confer with the representatives

of the Association and endeavour to complete ~~agreements covering~~ working conditions on the lines recommended in this report.

In view of the fact that every demand conceded by one authority is pressed upon the others and by this means agreements are becoming unworkable, it is strongly recommended that, with the exception of due recognition of exceptional local conditions, the concessions should not exceed the limits outlined hereunder. If however, any Authority ascertains that it cannot arrange as favorable an Agreement as is provided herein, it is considered that it should not, at most, grant any concession not already included in its existing Agreement.

3. An examination of the Log discloses that an endeavour has apparently been made to incorporate in the Working Conditions demanded practically every concession which has been granted by any authority throughout the Commonwealth and in addition many proposals have been included which would, if conceded, render it impossible to provide an efficient service to the Public without enormously increasing the operating costs and much of the additional cost would not confer any financial benefit upon present employees, but would be incurred to provide an increased staff to render the same service. It would be impossible to keep the additional men fully employed.
4. It is suggested that the new Agreement should be for a term of two years.
5. For the purpose of discussion, the Committee has compared the Working Conditions demanded with the Agreement between the Tramway Board and the Association, as most of the Melbourne Agreements are based thereon. The Committee believes that in view of the financial burdens already placed upon the new Board by Parliament and of the increasing cost of operation, the combined tramway systems will not be in a position to carry more onerous working conditions, combined with such alteration of wages (if any) as may be agreed upon, without ultimately

increasing fares.

It will be observed that in some cases the Committee suggests a withdrawal of concessions provided in existing agreements and in doing so, has been influenced by the difficulty they have presented in actual practice and the ever increasing complexity of traffic problems.

6. Although it must be admitted that agreements between the Tramway Authorities and the Tramway Association have not effected a permanent settlement between the parties, it is thought that another effort on the lines suggested might be made. It will be remembered that the last series of agreements were in force for a period of two years or less and during this time many disputes and amendments had to be faced. It is submitted that future agreements should be binding for at least two years and that tramway managements should for such time be relieved from the exacting and time-consuming worries of industrial matters, and therefore, if possible, all agreements should contain a clause, similar to that included in the agreement between the Electric Supply Co. of Victoria Ltd. and the Association dated 13th June 1916 as follows:-

"It is mutually agreed by and between the parties hereto that the several stipulations conditions and provisions set out herein shall in all cases be binding upon and shall be faithfully and promptly carried out observed performed and complied with according to the true intent and meaning thereof and that no if any variation of the award shall be sought by either party hereto during the continuance of this Agreement".

to which the following words should be added - "such party shall forfeit and pay to the other party the sum of One hundred pounds!"

7. The Committee attaches hereto a copy of the Tramway Board Agreement dated 5th December 1916 and an amendment thereto dated 13th June 1918.

Column No. 1 of the "Recommendations of the Committee" refers to the clause in the Log demand; Column No. 2 quotes the corresponding clause of Division 11 of the Board's Agreement

which is recommended for adoption, and the third column details any special alteration submitted. It will of course be noted that many of the clauses of the Tramway Board Agreement contain reference to a special requirement of the Cable system and will require modification should it be proposed to adopt it in connection with an Electric Tramway Undertaking.

For convenience of reference, a brief summary of the Committee's ~~recommendations~~ is appended, showing the more important demands included in the "Working Conditions", together with the concessions relating thereto which are recommended by the Committee. The Summary must not be accepted as exhaustive.

The Committee does not, in this Report, deal with the ~~rates of Wages demanded or with the Statistics of the Cost of~~ Living.

W. W. STRANGWARD.

Secretary to Committee

Melbourne.

5th February 1919.

RECOMMENDATIONS OF COMMITTEE

Clause in LOG	Clause in Board's Agreement	Special wording recommended.
81	1	
82	-	Unnecessary - Omit.
83	4	
84 to 86	5	
87	15	Insert the words "upon giving six hours' notice" after the words "right". (Clause 15).
88/9	6	and 6a of amending Agreement of 13th June 1918
90	-	Omit
91	-	Omit
92	-	"Drivers and Conductors shall be paid for all "time on duty and be allowed additional time "beyond the actual running time of cars, to "be settled by each Authority on the basis of "the average time actually occupied in such "duties as they are required to perform out- "side the operation of the cars on the road."
93	8	
94	-	"Meal relief for drivers and conductors shall be "be given after 5 hours but shall not be post- "poned beyond 6 hours except in cases agreed "upon by the Association or fixed by the Board "of Reference. This clause shall not apply in "cases where an employee commences or resumes "duty after 5.30 p.m. or where meal relief "commences after 4.30 p.m."
95	-	"There an employee is required to take his meal "upon the employer's premises during his 8 "hours work, the time allowed shall be com- "puted as part of his working time, but if "such meal time be not included in the 8 "hours, he shall be paid half rates therefor."
96	-	Omit - this demand only affects the Cable Tramway systems.
97/8	2 & 3	Substitute "Sixty per cent" for "Seventy per cent", "Forty per cent" for "thirty per cent" and "time and a half" for "double rate" in clause 2  Add - "This clause shall not apply to employees "engaged in providing meal relief to other "employees."
99	10	
100	11	

Clause in LOG	Clause in Board's Agreement.	Special wording recommended.
100a.	-	Omit - This demand only affects the cable Tramway systems.
101	-	Omit
102	-	Omit
103	12	Substitute "two hours" for "four hours" in the paragraph commencing "when an extra employe <del>e</del>
104	13 & 16	Omit the words "unless otherwise herein provided" in Clause 16.
105	17	Omit the words "unless otherwise herein provided" and all days except Christmas Day and Good Friday in Clause 17.
106	-	"All duty done by a driver or conductor between the hours of 1 a.m. and 5 a.m. shall be paid at the rate of time and a half. "No all-night service shall be instituted".
107	-	Omit+
108	-	Omit.
109	18 & 19	
110/1	26 & 27	Insert the words "at minimum rates" after the words "on full pay" in the ninth line of clause 26. Omit the 2nd paragraph of Clause 26. Add - "Any employee dismissed from the service shall forfeit all accrued rights to annual holidays".
112	37	Substitute "three pence" for "four pence" in the last line of Clause 37.
113	-	"Notice of the date when annual holidays are to commence shall be given as long in advance as practicable."
114	25	Add the words "in their respective occupations"
115	-	Omit.
116	-	Omit.
117	32 & 41	
118	35	
119	38	
120	-	"Employees whilst in uniform shall be entitled to ride free to and from duty on the tramway on which they are employed".
121 to 124	40	
125	-	Omit
126	43	

Clause in LOG	Clause in Board's Agreement	Special wording recommended.
127	-	Cable Tramway systems to adopt clause 42 of Tramway Board's Agreement. Electric Tramways Systems are recommended to adopt the Prahran & Malvern Tram. Trust's Methods as follows:- "Shortages shall be paid in on pay day by Conductors (excluding "Student Conductors) & all overs shall be credited by the Trust to a benefit, library "or other mutually approved fund for the men"
128	-	Omit
129	-	Omit
130	45	
131	46	As amended by Agreement dated 13th June 1918.
132	-	Omit
133	-	If this clause is in accordance with existing practice - it may be included.
134	-	Omit
135	-	Omit
136	-	Omit
137	-	Omit
138	-	Omit
139	-	Omit
140	-	Omit
141	-	Omit
142	-	Omit
143	-	Omit
144	-	Omit
145	-	Omit
146	-	Applicable to Kalgoorlie only.
147	-	Accepted
148	49	
149	-	Accepted
150	-	Accepted.
151	-	Omit.
152	-	"(a) Before any Driver or Conductor of three months's service or over is suspended "for more than three days or dismissed for

Clause in LOG.	Clause in Board's Agreement	Special wording recommended
152 (Contd)	-	"misconduct, the man charged shall be given "at least 12 hours' notice in writing to answer "the charge and the notice shall specify the "charge, the person who is to make the enquiry "and the time and place of the enquiry.  (b) At the enquiry the man charged shall be en- "titled (if he choose) to be represented by any "officer or member of the Association duly "authorised by the Association. But if the "officer or member so authorised, behave offen- "sively to the person who makes the enquiry, "notice may be given by the latter to the Com- "mittee of the Association and the enquiry shall "be postponed for 24 hours to allow another "suitable person being authorised.  "(c) So far as the Board and its employees are "concerned and so far as they can influence "passengers or other persons not in the employ "of the Board making charges, the man charged "shall be informed of the charges forthwith if "the person charging was on the car at the time "and as soon as reasonably possible if the "person charging was not on the car at the time "and at the enquiry the person charging shall "be confronted with the man charged.  "(d) Nothing in this clause shall abrogate "the right of the employer to dispense with "the services of any employee he deems to be "unsuitable or unsatisfactory upon giving one "week's notice or one week's pay <del>in lieu of</del> <del>notice</del> . at ordinary rates in lieu of notice".
153	-	Omit
154	-	Omit
155/8	-	These refer to previous clauses already dealt with.
159	-	Omit
160	-	Omit
161	-	Omit
162	-	Accepted as far as the words "beater packing" Add - "This definition shall only apply to "Track Repairers engaged in ordinary main- "tenance work and not to relaying or new "construction work".

DEFINITIONS TO BE INCLUDED.

"Student" as defined in Division 1 "Interpretation of Agreement with Tramway Board", page 3.

"Extra Drivers and Conductors". - The men previously designated "Casual" drivers and conductors".



BRIEF SUMMARY of the most important differences  
Between the "Working Conditions" demanded and the  
AGREEMENT which is recommended by the Committee.

Clause in LOG.	Clause in Board's Agreement	ESSENTIAL DIFFERENCES	
		Log Demand	Committee's Proposal
81	1 & 30	<u>Hours of Work.</u> 7 hrs. 40 mins per day & 44 hrs per week. A full week's work to be provided for each <u>employee</u>	<u>Hours of Work.</u> 8 hrs per day & 48 hrs per week. A guarantee equivalent to about 5 days' work per week averaged over 6 weeks to "Extra" drivers & Conductors. (See Clause 30 Board's Agreement). (The Sydney tramway rates are based upon 96 hrs per fortnight and for "casual conductors" 192 hrs per four weeks.)
83	4	All employees to receive one day off duty each week on p.m. shift	Drivers & Conductors on per- manent staff to be entitled to one day off each week and Extra Drivers & Conductors as far as Practicable.
84/6	5	Up to double rates are claimed for work done on an employee's roster- ed day off.	$\frac{1}{2}$ maximum of time and a half for two hours' work, otherwise at time and a quarter.
87	15	Employees to be entitled to exchange shifts upon <u>notification</u> to Officer in charge.	Drivers & Conductors may do so <u>with consent</u> of Officer in charge.
88/9	6&6 a	Travelling time	See clauses recommended.
90 & 92.	-	Drivers & Conductors to be allowed 1 hr. per day for signing on and off duty	Payment to be allowed for actual time occupied in any duties in addition to running the cars.
93	8	From 45 to 70 minutes to be allowed for meals	Minimums of 30 and 20 minutes to be allowed on week days and Sundays respectively. No maximum.
94.	9	(a) No employee to work more than 5 hrs. without meal relief. (b) Meal conveniences to be provided within 100 yds from the point of meal relief.	(a) Meal relief for drivers & Conductors not to be postponed more than 6 hrs. Not to apply after 5.30 pm. (Sydney tramways 6 hrs.) (b) Not approved.
95/6	-	Meals on premises and on occasions of breakdowns	Principally concern Cable Tramways.

Clause in LOG	Clause in Board's Agreement	ESSENTIAL Log Demand	DIFFERENCES Committee's Proposal
97/8	2 & 3	Spread of hours for all traffic employees not to exceed 8½. The first hour in excess to be paid for at time and a half and subsequent time at double time Final limit of spread of hours to be eleven	The spread of hours for 60% of the permanent Drivers & Conductors to be limited to 10 except on Saturdays, Public Holidays &c. when the limit is to be 11. The remaining 40% to be limited to a spread of 11 hours, after which the first hour is to be paid for at time and a quarter and time and a half afterwards. The spread of hours for Extra Drivers & Conductors is to be limited to 12, otherwise all time in excess is to be paid for at the rate of time and a half. (Sydney tramways - "Broken shifts shall, where practicable, be completed within 12 hours).
99	10	( 10 hrs break between shifts	Accepted-with qualifications
100	11	Alternate day and night shifts each week	Accepted - with qualifications
101	-	Employees whose usual duties are performed between 5. p.m. & 7.30 a.m. to be paid time & a quarter	Not approved
103	12	Employees attending for duty by direction to receive a full day's pay	Guarantee for Drivers & Conductors from 2 to 4 hours' work.
104	13 & 16	All employees to be paid a full day's pay at double rates for Sunday work	Time and a quarter with a minimum of 4 hrs work. (Drivers and Conductors) (Sydney tramways, time and a quarter).
105	17	Eleven specified days & all other gazetted holidays (total 15 per ann) to be paid for at double rates	Christmas Day and Good Friday to be paid for at the rate of time and a quarter (similar to Sydney Trays) The Tramway Board pays time and a quarter for 8 specified holidays.
107		Engine drivers shall not perform Firemen's duties or shall receive 1/- per day extra	Not approved.

Clause in LOG	Clause in Board's Agreement.	ESSENTIAL DIFFERENCES	
		Log Demand	Committee's Proposal
109	18 & 19	Work in excess of 7 hrs 20 mins shall be paid at time and a half for the first hour and double time thereafter	Drivers & Conducors to be paid time & a quarter for the first hour in excess of 8 hrs. and time & a half for subsequent work. Other employees to be paid time & a quarter for work up to 6 hrs in excess of 48 hrs per week and time & a half thereafter. (Overtime up to 3 hrs per week is paid at the rate of time and a quarter on the Sydney Tramways. To reduce overtime beyond 48 hrs. per week, employes may be relieved from duty if possible 2 days notice to be given).
110	26	All employees to receive 21 days holiday leave per ann.	One week's holiday leave per ann. after the 1st year and an additional day each year, with a maximum of 2 weeks per an (Not to apply to Repair Shop or Car Factory Employees)
111	27	Employees leaving the Service during an uncompleted year to receive Holidays pro Rata	Not Approved - and further that any employee dismissed from the service shall forfeit all accrued holidays.
112	37	Accident or other reports to be paid for at 1/- each	A payment of 3d is suggested (similar to Sydney tramways).
113	-	Holiday roster	Not approved
114	25	Extra rate of 3d per hr. for training Students	Twopence per hr. recommended for the man actually teaching.
117	32 & 41	Promotion to be governed by "seniority".	"Capability, suitability, "seniority & Record" is suggested.
118	35	Highest rate for the whole day to be paid to employees performing "mixed functions".	The actual rate of pay attaching to the work, provided it be not less than the employees' usual rate. (similar to Melbourne & Sydney practice)
119	38	Attendance at Office to answer complaints &c. to be paid at ordinary rates.	Approved - except in cases where the attendance is owing to the employee's own misconduct.
120	-	Employees to be entitled to travel free.	Free riding to and from duty whilst in uniform.

Clause in LOG	Clause in Board's Agreement.	ESSENTIAL DIFFERENCES	
		Log Demand	Committee's Proposal
121/4	40	Comprehensive schedule of uniform, oilskins, leggings, overalls, boots &c. to be provided certain employees.	Drivers and Conductors to be provided with uniform and cap as required.
125		Certain Firemen to have the assistance of a trimmer.	Not Approved
126	43	Association Notice Boards	Accepted - but subject to control of manager.
127	-	Conductor's Shorts	Not approved.
128		Extra rate of 6d per hr. for drivers of cars with trailers.	Not approved
129		Three minutes standing time to be allowed at each terminus	Not approved
131	46	Employees to receive one week's notice of termination of service.	No notice to be required where an employee's service is terminated for grave misconduct. In other cases, a week's notice or a week's pay to be given or received.
132		A memo. of pay due each employee to be supplied on the day previous to pay day	Not approved.
134		Each employee to receive alternate Sundays off duty	Not approved.
135		The employer to compel all employees to join the Association	Strongly opposed.
137		Extra pay of 1/- per day for employees on open cars	Not approved
138		All cars shall be fitted with air brakes	Not approved
139		Extra pay of 1/- per day for drivers compelled to use hand brakes only for service stops	Not approved.
140/1		A Driver & Conductor to work each car, failing which, an extra 3d per hr. to be paid.	Not approved.

Clause in LOG	Clause in Board's Agreement.	ESSENTIAL DIFFERENCES.	
		Log Demand	Committee's Proposal.
142		Employer to pay cost of removal of the effects of an employee transferred to another depot	Not approved
143		Special rosters to be posted 48 hrs previously	Not approved.
146		1/6 per day extra pay to Kalgoorlie tramway employees	Applicable to Kalgoorlie only
148		Matters which may be referred to the Board of Reference	Approved, with the addition that the Board of Reference shall not be capable of dealing with any variation in the rates of wages or hrs. of work; or (without the consent of both parties) to determine the interpretation of the agreement or any clause thereof.
152		Charges of misconduct	Compare Log with the Committee's proposal
153		Creation of an Appeals Board	Not approved.
159/160		Officers of Association to have the right of entry to the employer's premises to discover breaches of the Agreement	Not approved.
161		Facilities to be granted the Assoc. on the employer's premises to carry on its work.	Not approved.
162		Definition of "track Repairers".	To apply to ordinary "Maintenance work" only

Tramway Board clauses Nos. 33, 34 and 44 dealing with "Probationary Rates", Maximum Rate and "Association Badges" are recommended for adoption.