

The Australian Tramway
Employees' Association

Memorandum
—OF—
Agreement

BETWEEN THE

The Australian Tramway
Employees' Association

—AND THE—

North Melbourne Electric
Tramways and Lighting
Company, Limited.

The Australian Tramway
Employees' Association

—WITH THE—

North Melbourne Electric
Tramways and Lighting
Company, Limited.

Agreement



TAYLOR & SON, Printers, 10 Russell Place, Melb.

Memorandum of Agreement.

MEMORANDUM OF AGREEMENT made the eighteenth day of October, one thousand nine hundred and nineteen, between THE AUSTRALIAN TRAMWAY EMPLOYEES' ASSOCIATION, an Organisation registered under the Commonwealth Conciliation and Arbitration Act, 1904-15 whose registered office is at Unity Hall, Bourke Street, Melbourne, in the State of Victoria (hereinafter referred to as "the Association") of the one part and the NORTH MELBOURNE ELECTRIC TRAMWAYS AND LIGHTING COMPANY LIMITED of Mount Alexander Road, Ascot Vale in the said State (hereinafter called "the Company," which term wherever used shall include the Company's successors) of the other part, WHEREAS the Association by Complaint Number 29 of 1919 submitted certain claims which it alleged were in dispute between the Companies, Bodies and persons mentioned in the Complaint and their employees, AND WHEREAS the representatives of the Company and of the Association have met in conference and have agreed to a settlement of all matters in dispute 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. NOW THIS AGREEMENT WITNESSETH AND IT IS HEREBY AGREED and the said parties hereto do hereby covenant and agree in manner following, that is to say:—

This Agreement shall come into operation on the eighteenth day of October, one thousand nine hundred and nineteen, and shall continue in force until the first day of May, one thousand nine hundred and twenty-two.

DIVISION "A."

The following are the minimum rates to be paid to the different grades of employees members of the Australian Tramway Employees' Association now employed in the Tramway Department of the Company enumerated in this Division as and from the seventh day of May, one thousand nine hundred and nineteen, PROVIDED that Track Repairers shall be entitled to an increase at the rate of One shilling per day from the seventh day of May, one thousand nine hundred and nineteen to the date hereof and thereafter to the rates herein provided. Employees in this Division shall receive the difference between the minimum rate plus temporary allowance existing on the seventh day of May, one thousand nine hundred and nineteen and the minimum rates provided in this Division for each hour worked in the particular grade in the Tramway Department between the respective dates.

	Per day
(1) Motormen and Conductors in their first year of service	11/6
Motormen and Conductors in their second year of service	12/-
Motormen and Conductors thereafter	12/6
(2) Pitmen (leading)	13/6
(3) Pitmen (other)	12/3
(4) Car Cleaners	11/3
(5) Track Repairers	12/-
(6) Track Laborers	11/-
(7) Laborers while in Tramway Department (not otherwise specified)	11/-

DEFINITION.

Track Repairers: Those who file, fit or fasten rails, points, crossings and other iron work of track or take up and re-set paving blocks.

DIVISION "B."

1. Forty-eight hours shall constitute a week's work and eight hours a day's work in the service of the Tramway Company.

2. The work of seventy per cent. of the Motormen and Conductors shall be confined within ten consecutive hours except during Cup week, Show

week, Henley on the Maribyrnong and all Race days.

3. All duty performed by Motormen and Conductors on any day (except Cup week, Show week and Henley on the Maribyrnong) outside a spread of ten consecutive hours shall be paid for at the following rates:—

Between a spread of 10 and 11 hours—time and a quarter.

Between a spread of 11 and 12 hours—time and a half.

After a spread of 12 hours—double time.

4. Motormen and Conductors on the permanent staff shall be entitled to one day off duty without pay each week and also extra Motormen and Conductors as far as practicable.

5. Save during Henley on the Maribyrnong, Show week, Cup week and all Race days, 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 the 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 Maribyrnong 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 time 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 except on the Maribyrnong River route in which case it shall not be less than one full trip on any day unless sanctioned by the Victorian Branch of the Association or fixed by 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 Henley on the Maribyrnong, Show week, Cup week and Race days and in cases agreed upon in writing between the Company and the Victorian Branch of the Association or fixed by the Board of Reference.

10. Except in the case of extreme urgency and during Henley on the Maribyrnong, Show week, Cup week and all Race days, 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. This clause shall apply to "extra" Motormen and Conductors as far as practicable.

11. Motormen and Conductors other than 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 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 for four hours at the least. When an extra employee is directed or required by roster to attend for duty and actually attends and is required for work and/or to stand by for work he shall be paid for all time worked at full rates and for all time standing by at half rates but for four hours' work and/or standing by during the day at the least. No payment shall be made under this clause in a case where the Company has given to the employee or left at his residence three hours before the time fixed for attendance a notice stating that he is not required for duty.

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 duty done by Motormen and Conductors, Car Cleaners, Track Cleaners, Trackmen and Pitmen on Sundays shall be paid for at the rate of time and a quarter.

15. All duty done by Motormen, Conductors, Car Cleaners, Track Cleaners, Trackmen and Pitmen 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 the rate of time and a half.

16. Unless otherwise herein specially provided, all duty done by employees in the service of the Company mentioned herein in excess of eight hours or eight and three-quarter hours or four and a quarter hours on Saturdays according to the respective shifts as now in practice on any one day shall be paid for at the rate of time and a quarter for the first hour and time and a half thereafter.

17. All work performed by Motormen and Conductors between one a.m. and five a.m. shall be paid for at the rate of time and a half.

18. All duty done by Motormen and Conductors in excess of eight and a half hours in any one day shall be paid for at time and a half rates. Minimum rates only shall be paid for such time as is attributable to interruptions of traffic caused by accident or fires or by instructions from Government Municipal or Police authorities.

19. The time of duty for Track Repairers or Laborers shall not exceed eight and three-quarter hours per day and four and a quarter hours on Saturday. Any time worked over eight and three-quarter hours in any one day and four and a quarter hours on Saturday shall be paid for at the rate of time and a quarter for the first hour and at the rate of time and a half thereafter.

20. Track Repairers and Track Laborers on duty between midnight and 7.30 a.m. shall be paid at the rate of time and a half.

21. In the event of more than one special rate being operative and accumulative the maximum rate to be paid shall not be higher than double the minimum rate set out in Division "A" for the respective grades of employment.

22. Motormen and Conductors shall be paid an extra rate of twopence per hour when training students.

23. Motormen and Conductors after twelve months' service shall be entitled to annual leave of

as per 12 days
absence on full pay. Leave shall be calculated on the following basis:—

(a) During the first year's currency of this Agreement—10 days.

(b) During the second year's currency of this Agreement—11 days.

(c) During the third year's currency of this Agreement—12 days.

In calculating the length of service, service prior to the date of this Agreement shall be included, and leave shall be granted at such time during the year as may be convenient to the Company.

24. All permanent Pitmen, Car Cleaners and Track Cleaners who are called upon to work on Sundays, Holidays or night shifts shall be entitled to six days' annual leave of absence on full pay. Employees leaving after twelve months' service, unless dismissed for grave misconduct, shall be entitled to pro rata payment for each month of service performed after the date when their last annual holidays accrued.

25. Promotion shall be governed by capability, suitability and record.

26. 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.

27. 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 fourpence (4d.).

28. 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.

29. Conductors before shorts are charged against them shall be allowed to inspect their waybills 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 error in a Conductor's report shall be refunded by the Company.

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

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

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

33. In calculating service under Division "A" 1, 2 and 3 hereof, and Division "B" 23 hereof the time of actual service as an extra or casual employee shall be deemed to be service.

34. The services of a permanent employee or extra Motorman and Conductor shall not be terminated for other than grave misconduct, unless a week's notice be given to him by an Officer of the Company or by the employee to the officer in charge of the Department in which he works. A week's pay in lieu of notice shall be respectively paid or forfeited.

35. Each extra Motorman or Conductor shall be guaranteed a minimum wage of Three pounds six shillings per week averaged over each six weeks of his service, i.e., thirty-six working days, or should he be employed for a lesser period than six weeks he shall receive a minimum wage at the rate of Three pounds six shillings per week or at the rate of Eleven shillings per day averaged over his period of service. If called upon to work on the seventh day in any one week he shall be paid for such work at ordinary rates and provided with four hours' work at the least which shall not be included in his guarantee payment.

36. Each Motorman and Conductor and each employee required by the Company to be in uniform

shall be provided from time to time as required with a tunic and cap.

37. When a charge is made against an employee by any person whether inside or outside the service of the Company the employee shall be forthwith notified of the charge in writing and shall be permitted to give and to call evidence in his defence. At the enquiry the man charged shall be entitled (if he choose) to be assisted by an Officer of the Association duly authorised by the Association.

38. Employees in the Tramway Department not in receipt of annual leave of absence or not covered by Wages Board Awards shall, if required to work on the following Public Holidays—Christmas Day, New Year's Day, Boxing Day, Easter Monday, Good Friday, Eight Hours' Day, Anniversary Day, King's Birthday, be paid at double the minimum rate fixed in Division "A" for the respective grades of employment.

39. Glass shields shall be erected on all box cars on or before the first day of October, one thousand nine hundred and twenty.

40. 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.

41. If any dispute or question arise 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 said Company and the said Company it may be referred to the Board of Reference 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 variation in the rates of wages or hours of work nor any substantial deviation from the terms of this Agreement shall be sought to be procured by either party or made by the Board of Reference. Provided also that the Board of Reference shall not in any case determine any question affecting the interpretation

of this Agreement or any clause thereof.

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

43. The Manager of the Company and the Secretary of the Victorian Branch of the Association together with each member of the Board shall be given at least forty-eight hours' notice in writing of any meeting and the business to be transacted thereat and four members shall form a quorum.

44. The Company shall not permit any of the operations or functions referred to in this Agreement to be carried on or exercised by a contractor or other person except in accordance with the terms and conditions prescribed in this Agreement as if the contractor or other person were himself a party to and bound by this Agreement. This Clause shall only apply to the ordinary business of the Company.

45. 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.

IN WITNESS whereof the said parties hereto have hereunto set their hands and seals at Melbourne the day and year first hereinbefore 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

T. JEWELL, General Secretary.

JOHN I. ABFALTER, Vice-President.

EXECUTED by the NORTH MELBOURNE ELECTRIC TRAMWAYS AND LIGHTING COMPANY LIMITED by J. G. White and Company Limited by its Attorney, A. D. Murdoch in the presence of

WILLIAM J. HOME, Solicitor, Melbourne.

Certified 31st October, 1919.

IN THE COMMONWEALTH COURT OF
CONCILIATION AND ARBITRATION

Principal Registry
No. 29 of 1919

IN THE MATTER of an Industrial Dispute
Between THE AUSTRALIAN TRAMWAY
EMPLOYEES' ASSOCIATION

Claimant

and

THE MELBOURNE, BRUNSWICK AND
COBURG TRAMWAYS TRUST AND
OTHERS

Respondents

BEFORE THE PRESIDENT, MR. JUSTICE
HIGGINS, TUESDAY the EIGHTEENTH day of
MAY, 1920.

UPON APPLICATION made unto this Court, the Eleventh day of May, 1920 and this day and UPON READING the Summons issued at the instance of the Claimant Organisation on the Seventeenth day of February, 1920, calling upon the Respondent the North Melbourne Electric Tramways and Lighting Company Limited of Mount Alexander Road, Ascot Vale to show cause why the agreement made between the above-named Claimant and the North Melbourne Electric Tramways and Lighting Company Limited on the Eighteenth day of October, 1919, a memorandum of the terms of which was certified by the President of the Commonwealth Court of Conciliation and Arbitration on the Thirty-first day of October, 1919, under Section 24 of the Commonwealth Conciliation and Arbitration Act, 1904-1918, should not be varied (the said agreement having been certified as aforesaid and thereupon being deemed to be an Award) and the Statutory Declaration of Thomas Jewell sworn on the Seventeenth day of February, 1920, and filed in support of the said Summons and the exhibits set forth in Schedule "A" hereunto annexed and UPON HEARING Mr. Rundle Solicitor for the Claimant Organisation, and Mr. Home, Solicitor for the Respondent the North Melbourne Electric Tramways and Lighting Company Limited, I DO ORDER that the said agreement so certified as an

Award be varied in manner following, that is to say:—

1. Strike out Division "A" of the said agreement and insert in lieu thereof the following:—

The minimum rates of wages to be paid by the Company to its employees, members of the Australian Tramway Employees Association, from the First day of January, 1920 to the Thirty-first day of March, 1920, shall be as follows:—

	Per day
1. Motormen and Conductors in their first year of service	12/4
Motormen and Conductors in their second year of service	12/10
Motormen and Conductors thereafter	13/4
2. Pitmen (leading)	14/4
3. Pitmen (other)	13/1
4. Car Cleaners	12/1
5. Track Repairers	12/10
6. Track Laborers	11/10
7. Laborers while in Tramway Department (not otherwise specified)	11/10

DEFINITION.

Track Repairers.—Those who file, fit or fasten rails, points, crossings and other iron work of track, or take up and re-set paving blocks.

2. The minimum rates of wages to be paid by the Company to its employees, members of the Australian Tramway Employees' Association, from the First day of April, 1920, to the First day of May, 1922, shall be as follows:—

	Per day
1. Motormen and Conductors in their first year of service	12/7
Motormen and Conductors in their second year of service	13/1
Motormen and Conductors thereafter	13/7
2. Pitmen (leading)	14/7
3. Pitmen (other)	13/4
4. Car Cleaners	12/4
5. Track Repairers	13/1
6. Track Laborers	12/1
7. Laborers while in Tramway Department (not otherwise specified)	12/1

3. Strike out Clause 35 of the said agreement and insert in lieu thereof the following:—

35. From the First day of January, 1920, to the Thirty-first day of March, 1920, each Motorman and Conductor shall be guaranteed a minimum wage of Three pounds eleven shillings per week averaged over each six weeks of his service, i.e., thirty-six working days, or should he be employed for a lesser period than six weeks he shall receive a minimum wage at the rate of Three pounds eleven shillings per week or at the rate of Eleven shillings and tenpence per day averaged over his period of service.

From the First day of April, 1920, to the First day of May, 1922, each Motorman and Conductor shall be guaranteed a minimum wage of Three pounds twelve shillings and sixpence per week averaged over each six weeks of his service, i.e., thirty-six working days, or should he be employed for a lesser period than six weeks he shall receive a minimum wage at the rate of Three pounds twelve shillings and sixpence per week or at the rate of Twelve shillings and one-penny per day averaged over his period of service.

HY. B. HIGGINS, J.
President of the said Court.



