

Tramway Board
WITH THE
**Australian
Tramway Employees'
Association**

AGREEMENT



Melbourne :
Labor Call Print, Patrick Street,
1919

TRAMWAY BOARD

WITH THE

AUSTRALIAN
TRAMWAY EMPLOYEES'
ASSOCIATION

Agreement



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DIVISION I.—INTERPRETATION.

The following terms shall have the meanings set against them as under:—

Student.

(a) A man who is under training as a Gripman or Conductor until he has worked by himself (i.e., not under direct supervision of another Gripman or Conductor) and earned money in that capacity.

(b) A Gripman or Conductor who is sent to "learn a road" on which he has not previously worked and takes more time than equivalent to a full day's work to do so, is to be considered a "Student" for all time in excess.

(c) If a Gripman trains as a Conductor, or vice versa, he is to be considered a "Student" while learning the new duties and until he has worked in such capacity by himself for payment.

"TRACK REPAIRERS."

Track Repairers.

The men who take up and re-lay or file fit or fasten rails points crossings and other iron-work of track or take up and re-set paving blocks or sets and who are engaged on ordinary maintenance and renewals of track.

"LEADING ROPEMEN."

Leading Ropemen.

The head man at a Power House where two or more Ropemen are regularly employed and the man at a Power House where only one Ropeman is regularly employed.

"SENIOR GRIPMEN OR CONDUCTORS."

"Senior" Gripmen or Conductors.

The men hitherto known as "permanent" Gripmen or Conductors.

"JUNIOR GRIPMEN, CONDUCTORS OR SHUNTERS."

"Junior" Gripmen, Conductors or Shunters.

The men hitherto known as "Extra" Gripmen Conductors or Shunters.

DIVISION II.—WORKING CONDITIONS.

The following are the working conditions which shall be observed for employees, members of the Australian Tramway Employees' Association in the employment of the Tramway Board:—

(1) Forty-eight hours shall constitute a week's work and eight hours a day's work.

(2) The work of 65 per cent. of the Senior Gripmen and Conductors shall except as hereinafter specified in this Clause, be confined within ten consecutive hours.

Day and Week's Work.

Spread of Hours—Senior Men.

Upon Saturdays, Public Holidays and other days when exceptional traffic requires special tables to be used, the work of 60 per cent. only of the Senior Gripmen and Conductors shall be confined within eleven consecutive hours. Every endeavour will be made and any suggestion to increase such percentages will be considered by the Board.

(3) All duty performed by Senior and Junior Gripmen Conductors or Shunters on any day for Spread outside a spread of nine and a half consecutive hours shall be paid for at the following rates:—

Between a spread of nine and a half and eleven hours, Time and a quarter.

Between a spread of eleven and twelve hours, Time and a half.

After a spread of twelve hours, Double time.

(4) Gripmen and Conductors shall be entitled to one day off duty without pay each week.

Six-Day Week.

(5) If an employee's rostered day off be cancelled without two days' notice to him he shall, if not more than two hours' work be given, be paid for at least two hours at the rate of time and a half, but if he be given more than two hours' work he shall be paid for all work performed on that day at the rate of time and a quarter.

Cancellation of Day Off.

(6) (a) Senior Gripmen and Conductors shall begin and finish their day's work at the depots to which they are attached or travelling time both ways shall be allowed. Junior Gripmen and Conductors shall begin 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 and from such depots in excess of the time necessary to travel from home to the depot to which they are attached.

Travelling Time.

(b) Relieving Shed Mechanics and Relieving Lampmen shall be paid for the difference between the time reasonably occupied in travelling both ways between their homes and the depots at which they are required to work and the time which would be necessary to travel between their homes and the Central Post Office Elizabeth Street Melbourne.

Paid for
all Duty.

(7) Gripmen and Conductors shall be paid for all their time on duty in charge of cars on the road, and for all time necessary to perform duties they are required to do before and after such duty on cars for the times now commonly allowed therefor.

Meal Relief.

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

Time
Between
Meals.

(9) Meal relief for Gripmen and Conductors shall not be postponed beyond $5\frac{1}{4}$ hours unless cars are unavoidably detained on the road, except in the cases agreed on in writing between representatives of the Association and of the Melbourne Tramway and Omnibus Co. Ltd. on the 27th June 1913.

Time
Between
Shifts.

(10) No Gripman or Conductor shall be called upon to begin a new shift (a day's work) unless he shall have been at least ten hours off duty, except when changing shifts or when necessary to avoid loss of trips or to meet special emergencies.

Day and
Night Shifts.

(11) Senior Gripmen and Conductors shall work day and night shifts on alternate weeks as far as possible, and if otherwise they shall all share the day shifts in rotation.

Minimum for
Work or
Standing By.

(12) When a Senior 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 any 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 during the day at the least.

No payment shall be made under this Clause in a case where the Board has 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.

(13) Employees required to attend for Sunday duty by direction or by roster and actually attending shall be paid as follows:—

- (a) Senior employees for the number of hours for which they have been required to come for duty.
- (b) Junior employees for number of hours actually on duty not being less than four hours.

(14) Gripmen and Conductors who are sent from one Line to work on another for special traffic (i.e., traffic to and from races, football or other sports) beginning after twelve o'clock noon and who go off duty between the times of traffic to and from such sports and when they are at Car Houses situated more than one mile by the nearest route from their own station shall be paid at full rates for time so off duty provided that no payment shall be made for time so off duty if the Gripman or Conductor be given and perform more than four hours of such special traffic work nor, if such time off duty is convenient for a meal, for the time taken for such meal with a minimum of thirty minutes.

(15) Gripmen and Conductors shall have the right upon giving two hours' notice in writing to the Line Manager or in his absence to the Receiver in charge, 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.

(16) All duty done on Sundays by employees who are not covered by the Award of a Wages Board or other authority on the subject shall be paid for at the rate of time and a quarter.

(17) All duty done on New Year's Day, Anniversary Day, Good Friday, Easter Monday, Eight Hours' Day, King's Birthday, Christmas Day and Boxing Day by employees who are not covered by the Award of a Wages Board or other authority on the subject shall be paid for at the rate of time and a half.

(18) All duty done by employees before or after the times fixed by the Board for their usual daily hours of work 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 for the balance of such duty.

General
Overtime
Rate.

Sunday
Rates.

Holiday
Rates.

Exchanging
Shifts.

Payment for
day duty by direction or by roster and actually attending shall be paid as follows:—
Waste Time,
Sports, etc.

Overtime
Rates for
Gripmen and
Conductors.

(19) Except as provided in Clause 21 all duty done by Gripmen or Conductors in excess of eight hours in any one day including Sundays and Holidays 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 afterwards. In the event of overtime being worked on any day outside a spread of nine and one-half or outside a spread of eleven consecutive hours an additional quarter time rate or half time rate respectively shall be paid because thereof. Minimum rates only shall be paid for such time as is attributable to interruption of traffic on any day caused by accidents or fires or by instructions from Government Municipal or Police authorities.

Claims
Under One
Clause only.

(20) All special or extra rates fixed in this Agreement are based upon the minimum rates stated in Division III. and no claim shall be made under more than one Clause of this Agreement.

Special Rate
after 1 a.m.

(21) All duty done by a Gripman or Conductor between the hours of 1 a.m. and 5 a.m. shall be paid at double rates. This Clause shall not come into operation unless an all-night service of cars be begun on any Line or Lines and only so far as regards duty done on such Line or Lines.

Special
Work.

(22) Senior Gripmen and Conductors who are called upon to run trips before or after their ordinary rostered work for the day is commenced or finished shall be paid for all time so worked up to a total for the day of eight hours at the rate of time and a quarter, for time over eight hours and up to nine hours at the rate of time and a half, for time over nine hours and up to ten and a half hours at the rate of time and three-quarters, and for all further time so worked at double rates. In reckoning payment for this special duty the minimum time to be worked for each increase of rate shall be fifteen minutes.

Training
Students.

(23) Gripmen and Conductors shall be paid an additional twopence per hour when training students in their respective occupations.

Annual
Holidays.

(24) After every twelve months' service actually performed within a period of two years all employees shall be entitled to leave of absence for fourteen consecutive days with

full pay at minimum rates as for twelve working days, such leave to be taken at the convenience of the Board at some time during the year following the date on which such holidays shall have accrued.

For the purposes of this Clause, absence from duty for fourteen days caused by sickness or any other reason and for an additional fourteen days caused by sickness shall be deemed to be service actually performed.

Employees leaving after twelve months' service actually performed (unless dismissed for grave misconduct) shall be entitled to one day's pay for every full month of actual service performed after the date when their last annual holidays accrued. A pro rata allowance as provided by the preceding paragraph shall be made for absences from duty caused by sickness or any other reason.

(25) In calculating service under Division III., Nos. (1), (2) and (3) hereof, the time of actual service of a Junior employee during the two preceding years shall be deemed to be service. How to
Calculate
Service.

(26) Each Junior Gripman Conductor or Shunter shall be entitled to a minimum wage at the rate of Sixty-eight Shillings per week averaged over each four weeks of his service. Should he be employed for a lesser period than four weeks he shall be entitled to a minimum wage at the same rate averaged over his period of service. Minimum
for Junior
Men.

(27) Each Junior Gripman Conductor or Shunter employed irregularly shall be paid at an average minimum rate of Eleven Shillings and Fourpence per day when employed for less than five days in any week but if for five days or more the minimum shall be Sixty-eight Shillings as provided in the preceding Clause. Minimum
for Irregular
Men.

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

(29) During probationary service while men are becoming proficient in duties of a higher paid grade to secure promotion they shall be paid at their former rate of wage for the first four weeks and for the next eight weeks at a rate midway between the rates of the old and the new grade, and thereafter at the rate fixed for the new grade. Probationary
Rates.

Payment for
Mixed
Functions.

(30) An employee shall perform such work as the Board may from time to time require, but when he is used for mixed functions (i.e., for two or more grades of work) he shall be paid at the rate of pay fixed for each grade for the time employed thereon provided that he shall not during any day in which he shall perform other as well as his usual grade of work be paid at a lower rate than fixed for his usual grade.

Rate for
Sleeping in
Office.

(31) Men engaged to sleep in the offices at night during holiday seasons before or after their day's work is done shall be paid at half their usual minimum rate of wage for all time they are required to be at the office with a minimum of two shillings and sixpence per night.

Rate for
Reports.

(32) 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.

Rate for
Attendance
at Head
Office.

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

Free Passes.

(34) Each employee shall be entitled to six free passes per week and every employee in uniform shall be entitled to travel free to and from duty.

Uniforms.

(35) Every employee required by the Board to wear a uniform when on duty shall be provided from time to time when considered necessary by the Board with a uniform suit, cap and overcoat or any part thereof.

Seniority.

(36) Gripmen and Conductors may obtain their order of seniority in the service on application at the Head Office.

Conductors'
Shorts.

(37) 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 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 Board.

(38) Official notices relating to the business of the Association may be posted on suitable boards at each Car House and Power House. The Association shall be entitled to provide the boards for this purpose subject to the approval of the General Manager of the Board but the boards and all notices therein or thereon shall be under the control of the Board.

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

(40) Employees shall be subjected only to a practical eyesight test under working conditions in the event of their being required to subject themselves to a re-examination for vision.

(41) An employee of more than three months' service shall not have his employment terminated for other than grave misconduct unless a week's notice be given him by an officer of the Board 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.

(42) (a) Before any Gripman or Conductor of three months' service or over is suspended for more than two days or dismissed for any breach of the Board's Rules or for misconduct reported by an officer of the Board or by any of the public (if within twelve hours after notification he shall so request) he shall be formally charged and an enquiry shall be held by the General Manager or by an officer or officers appointed by him. The employee shall be given twelve hours' notice in writing to answer the charge and the notice shall state the nature of the charge, the person or persons appointed to make the enquiry, and the time and place where it will be held.

(b) At the enquiry the man charged shall be entitled to be represented by any officer or member of the Association duly authorised by the Association. But if the person so authorised behave offensively to the person or persons making the enquiry, or to any witness,

Association
Notices.

Association
Badges.

Eyesight
Tests.

Notice to
Terminate
Employment

Charges of
Misconduct.

the enquiry may be postponed for twenty-four hours and notice given by the General Manager to the Secretary of the Association so that another suitable person may be authorised.

(c) So far as the Board and its employees are concerned, and so far as it can influence persons not in its employ making reports, the employee shall be informed of the alleged breach or misconduct forthwith, if the person reporting was upon the car at the time, and as soon as reasonably possible if the person was not upon the car at the time. At the enquiry the person reporting shall, if an employee—and shall if willing, if not an employee—be present. This sub-clause shall not apply to members of the Board's Private Staff.

(d) If the charge be made upon a report by a member of the Board's Private Staff no such charge shall be held to be proved unless the alleged misconduct was observed by two or more of such staff, or unless similar misconduct has been previously reported against the employee charged. If the charge be found to be proved and dismissal result, the Board shall if requested give to the employee dismissed a letter stating that he was reported for misconduct (to be stated in the letter) by a member or members of the Board's Private Staff and was found guilty on the evidence of such staff and therefore without the informant being present.

(e) Within a reasonable time after the conclusion of the enquiry the person charged shall be informed of the result of the enquiry.

(43) For the purpose of this Agreement, a Board of Reference is hereby appointed consisting of three persons nominated by the Tramway Board 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 of Conciliation and Arbitration in case the Board of Reference be equally divided on any question or either party call in his assistance.

(44) If any dispute or question arise in connection with the wages or working conditions of members of the Association in the employ of the Tramway Board, between the Association or any of its members in the employ of the said Board and the said Board, it may be re-

Board of
Reference.

Subjects for
Board of
Reference

ferred to the Board of Reference and the decision of that 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 that the Board of Reference shall not in any case determine any questions affecting the interpretation of this Agreement or any clause thereof. Provided also that any question of interpretation of this Agreement (if the Board of Reference fails to agree) may be determined at the instance of either party by the Court of Conciliation and Arbitration.

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

(46) The General Manager of the Tramway Board and the Secretary of the Victorian Branch of the Association together with each member of the Board of Reference shall be given at least 48 hours' notice in writing of any meeting and the business to be transacted thereat and four members (two from each of the parties hereto) shall form a quorum. Notice of
Sittings.

(47) The Board 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 apply only to the ordinary business of the Board. Agreement
to apply to
Contractors.

(48) For any breach of this Agreement the maximum penalty shall be in the case of the Association or the Board £1000 or in the case of individual members of the Association £10 each. Provided that no prosecution for a breach of any of the matters mentioned in this Agreement shall be entered upon unless full particulars of the alleged breach shall be given in writing by one of the parties hereto to the other nor unless a similar breach has been committed after the expiration of fourteen days from such notice. Penalty for
Breach.

DIVISION III.—MINIMUM RATES OF WAGES.

Rates of Wages.

The following are the minimum rates to be paid from the 1st day of March, 1919, to employees, members of the Australian Tramway Employees Association in the service of the Board:—

	Per day.
(a) 1. Gripmen and Conductors in their first year of service ...	11/4
2. Gripmen and Conductors in their second year of service .	12/-
3. Gripmen and Conductors after their second year of service .	12/6
4. Horse Car Driver using bell punch ...	12/-
5. Signalmen in charge of levers ...	13/6
6. Signalmen with flags ...	13/-
7. Shunters ...	11/6
8. Shed Mechanics ...	13/6
9. Shed Mechanics (on night shift) ...	14/-
10. Shed Laborers ...	11/6
11. Lampmen ...	12/-
12. Car Washers ...	11/6
13. Driver of Power House Engines (leading) ...	16/-
14. Driver of Power House Engines (others) ...	15/-
15. Night Driver of Power House Engines and Acting Watchman ...	13/6
16. Firemen on four fires or more at Power House ...	13/6
17. Firemen on less than four fires at Power House ...	13/-
18. Ropemen (leading) ...	14/6
19. Ropemen (other) ...	14/-
20. Boiler Cleaners over 21 years of age, 11/-, plus 6d. per hour when working inside of Boilers.	
21. Boiler Cleaners under 21 years of age, ordinary wages, plus 6d. per hour when working inside Boilers.	
22. Engine Oilers, if over 21 years of age ...	11/-
23. Track Oilers (leading) ...	13/-
24. Track Oilers (assistant) ...	12/-

25. Track Gangers in charge of road ...	13/6
26. Track Gangers in charge of four men or more ...	13/-
27. Point Adjuster and Blacksmith ...	13/6
28. Tar Distiller ...	13/6
29. Track Repairers ...	12/-
30. Track Laborers ...	10/10
31. Track Cleaners ...	11/6
32. Tunnel Cleaners ...	12/6
33. Watchmen (excluding Watchmen at Repair Shops) ...	11/6
34. Laborers not otherwise specified (excluding Laborers at Repair Shops) ...	10/10
35. Drivers in connection with track repairing or tunnel cleaning ...	11/6
36. Office Messengers ...	11/6

(b) Youths under 21 years of age may be employed in the following occupations or places:—

- At Power Houses (Oilers and Boiler Cleaners).
- At Car Houses.
- As Track Repairers.
- As Track Laborers.
- As Track Cleaners.
- As Ropemen's Assistants.

The minimum rates for such youths under 21 years of age shall be:—

- For the first year at 30/- per week.
- For the second year at 40/- per week.
- For the third year at 50/- per week.
- For the fourth year at 55/- per week.
- For the fifth year at 60/- per week.

The number of youths under 21 years of age employed at the minimum wage shall not exceed:—

- At Power Houses—Two.
- At Car Houses—One to every three or fraction of three men employed.
- As Track Repairers and Laborers—One to every five or fraction of five men employed as such taken together.
- As Track Cleaners—One to every three or fraction of three men employed.
- As Ropemen's Assistants—One to every three or fraction of three men working with Ropemen on the ropes.

With reference to payments which will require to be made by the Board to the members of the Association referred to in this Division it shall be sufficient if the Board pays to each employee for every day upon which such employee has worked on or since 1st March, 1919 (or was absent upon annual leave), a sum equivalent to the difference between the minimum rates of pay existing on 28th February, 1919, and the minimum rates of pay herein agreed upon. Nothing shall be added in respect of overtime, spread of hours, Sunday or Holiday duty, special work or any extra or special rates of pay.

IN WITNESS WHEREOF the said parties hereunto set their hands and seals at Melbourne on the day and year first before written.

THE COMMON SEAL OF THE TRAMWAY BOARD was hereto affixed in the presence of—

COLIN TEMPLETON, Chairman.

FRED. THOS. HICKFORD, Member. [L.S.]

W. O. STRANGWARD, Secretary.

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—

JOHN I. ABFALTER, Vice-President.

T. JEWELL, Secretary. [L.S.]

