

MEMORANDUM OF AGREEMENT made and entered into this ^{24th} day of April One thousand nine hundred and twenty-three Between THE ELECTRIC SUPPLY COMPANY OF VICTORIA LIMITED (hereinafter referred to as "the Company") of the one part and the FEDERATED TRAMWAY OFFICERS' ASSOCIATION an Organization of Employees duly registered under the provisions of the Commonwealth Conciliation and Arbitration Act 1904-21 whose registered office is at 4 Jordan Street Malvern (hereinafter referred to as "the Association") of the other part WHEREAS the Association served a log and filed a plaint Number 24 of 1922 in which the Court has cognizance AND WHEREAS representatives of the Company and of the Association have met in conference with a view to the settlement of the dispute so far as the parties hereto are concerned NOW IT IS AGREED in manner following that is to say:-

THIS AGREEMENT shall apply to the grades hereinafter mentioned and shall notwithstanding anything in the said Act contained continue in force until the first day of November One thousand nine hundred and twenty-five and thereafter until either party gives to the other one month's notice of intention to terminate this Agreement.

The following working conditions shall apply to the members of the Association hereinafter mentioned -

COURSE OF DUTY

1. The Company's present hours of duty and practice in regard to same shall be operative during the term of this Agreement.

PROMOTIONS

2. Promotions shall be determined by merit; seniority shall only be considered when applicants are of equal merit.

ASSOCIATION NOTICES

3. Official notices relating to the business of the Association may be posted at the Depot. Such notices shall be under the control of the Company and subject to the approval of the Company.

ADJUSTMENT OF EXISTING SALARIES

4. Any increase or reduction of salary pursuant to the Cost of Living Adjustment Table referred to in Clause 11 hereof shall be added to or deducted from the salary then being received. Provided that this Clause shall not operate to prevent the Company from transferring any employee to a position which entitles him to a lower salary than he is at present receiving in which case his salary shall be at the rate provided by this Agreement for such new position.

ANNUAL LEAVE

5. The Inspectors and Ticket Examiners shall be entitled to annual leave as for eighteen working days. Other employees affected by this Agreement shall be entitled to the existing leave granted to them.

An employee leaving the Company's service (unless he be dismissed for misconduct) shall be entitled to payment at his ordinary rate of salary for a proportionate part of any annual leave which may have accrued to him.

At least ten days' notice shall be given to the employee concerned of the date of the commencement of his annual leave.

SUSPENSION OR DISMISSAL

6. An employee who has been suspended from duty or dismissed from the service of the Company shall (if within twenty-four hours of such suspension or dismissal he so request in writing to the General Manager of the Company) be entitled to an Enquiry before an Officer or Officers appointed by the Company. The employee shall be entitled to be represented at such enquiry by a duly authorized member of the Association.

BOARD OF REFERENCE

7. For the purpose of this Agreement a Board of Reference is hereby appointed consisting of two persons to be nominated by the Association and two persons by the Company (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.

SUBJECTS FOR BOARD OF REFERENCE

8. 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 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 or have any jurisdiction in respect of Clause 6 hereof. Provided also that any question of interpretation of this Agreement (if the Board of Reference fails to unanimously agree) may be determined at the instance of either party by the Commonwealth Court of Conciliation and Arbitration.

SITTINGS OF THE BOARD OF REFERENCE

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

NOTICE OF SITTINGS

10. The General Manager of the Company and the Secretary of the Victorian Branch of the Association together with each member of the Board of Reference shall be given at least forty-eight hours' notice in writing of any meeting and the questions to be discussed thereat.

COST OF LIVING ADJUSTMENT

11. The rates set out in the Schedule hereto shall be subject to quarterly adjustments as provided in the Statistician's tables hereinafter set out. So soon as the Statist's figures for Ballarat for the quarter ending March 1923 and thereafter from the date the quarterly figures for Ballarat are published and/or made available by the Statist during the currency of this Agreement, the rates set out in the Schedule shall be increased or decreased from such date (as the case may be) in the following manner:-

The difference between the Purchasing-Power-of-Money Index Number (Food Groceries and Rent) for Ballarat for the year ended 31st December 1922 (viz. 1380) and the corresponding Index Number for the quarter ended March June September and December respectively in each year shall be ascertained. If such difference be less than 11

the rates mentioned in the Schedule shall be the rates for the succeeding three months but if the difference shall be 11 or more than 11 then the rates set out in the Schedule shall for the next three months from the ascertainment of the said figures be increased or decreased (as the case may be) in the manner prescribed in the following table:-

When the Difference is 11 or more but under 32				the rate shall be increased or decreased by		1/- per week.
"	"	32	"	"	52	2/-
"	"	52	"	"	73	3/-
"	"	73	"	"	94	4/-
"	"	94	"	"	115	5/-
"	"	115	"	"	136	6/-
"	"	136	"	"	157	7/-
"	"	157	"	"	177	8/-
"	"	177	"	"	198	9/-
"	"	198	"	"	219	10/-
"	"	219	"	"	240	11/-
"	"	240	"	"	261	12/-
"	"	261	"	"	282	13/-
"	"	282	"	"	302	14/-
"	"	302	"	"	323	15/-

Should the increase or decrease be more than 323 either party to this agreement shall be entitled to apply to the Court of Conciliation and Arbitration to further consider the said rates.

The basis for each quarterly adjustment shall be the rates set out in the Schedule and the adjustments each quarter shall be added to or deducted from such rates and not from the rates payable during the then preceding quarter.

SCHEDULE

The following are the minimum rates to be paid from the commencement of the Pay next following the date of this agreement to the employees of the Company mentioned herein:-

Ballarat

Traffic Inspectors	25-10-0.
Ticket Examiners	5-12-0.
Depot Foreman	6-0-0.
Main Foreman	6-0-0.
Electrical Foreman	6-0-0.

This Agreement shall be in full settlement of all claims by the Association for its members so far as the Company is concerned.

IN WITNESS whereof the said parties hereto have executed these presents the day and year first hereinbefore written.

EXECUTED by THE ELECTRIC SUPPLY
COMPANY OF VICTORIA LIMITED by
its Attorney under Power Perpetual
John Pringle in the presence of

THE COMMON SEAL of THE FEDERATED
TRAMWAYS OFFICERS' ASSOCIATION
was hereto affixed by direction
of the Federal Executive and a
Resolution of a Special General
Meeting of the Victorian Branch
of the said Association in the
presence of

Vice-President.
Member.
Secretary.

ED

1923

THE ELECTRIC SUPPLY COMPANY OF
VICTORIA LTD.

with

FEDERATED TRAMWAYS OFFICERS'
ASSOCIATION

Gallant

A G R E E M E N T

Home & Wilkinson,
413 Collins Street,
Melbourne.