

MEMORANDUM OF SUPPLEMENTAL AGREEMENT

between

THE AUSTRALIAN TRAMWAY EMPLOYEES' ASSOCIATION

and the

MELBOURNE TRAMWAY AND OMNIBUS COMPANY LIMITED.

Memorandum of Agreement made this 12th day of August, August 12, 1913 1913, between The Australian Tramway Employees' Association, an organization registered under the *Commonwealth Conciliation and Arbitration Act* 1904-1911, whose registered address is Trades Hall, Goulburn-street, Sydney (hereinafter called the association) of the one part, and the Melbourne Tramway and Omnibus Company Limited, of Bourke-street, Melbourne (hereinafter called the company) of the other part. Whereas the association, by *Plaint No. 16 of 1911*, submitted certain claims which it alleged were in dispute between the companies, bodies, and persons mentioned in the *plaint* and their employees. And whereas in the course of the hearing of the *plaint* the Court made a suggestion that the representatives of the association and of the company should meet in conference with a view to a settlement of the matters submitted to the Court by the *plaint* in so far as regards the company and the employees, and the association and the representatives of the association and of the company met in conference accordingly, and with the assistance of the President of the Court, at the final stages agreed to settle most of the matters so submitted, 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, but so far only and to the extent only of the specific matters agreed upon between the association and the company as set forth and contained in *Memorandum of Agreement* made the 23rd day of August, 1912, between the said association and the said company. And whereas the only matters submitted by the said *plaint* between the said association and the company left unsettled by the said *Agreement* were (a) *Claim No. 38* in the *plaint* for preference of employment to members of the association; and (b) *Claim No. 44* in the *plaint*. And whereas the said *Claim No. 38* in the said *plaint* was referred to His Honour President Higgins for settlement, and the President decided to refuse such claim. And whereas the representatives of the association and of the company have met in conference with a view to a settlement of *Claim No. 44* in the *plaint*, and have, with the assistance of the President of the Court, agreed to settle the matter

to the effect hereinafter appearing. Now it is hereby agreed and the said parties hereto do hereby covenant and agree in manner following, that is to say:—

Before any gripman or conductor is dismissed or dispensed with or is suspended for three days or more on the ground of alleged misconduct—

- (a) The man charged shall be given at least twelve hours' notice in writing to answer the charge, and the notice shall specify the charge and the person who is to make the inquiry, and the time and place of the inquiry.
- (b) At the inquiry the man charged shall be entitled (if he choose) to be represented by any officer or member of the association duly authorized by the association. But if the officer or member so authorized behave offensively to the person who makes the inquiry, notice may be given by the latter to the committee of the association, and the inquiry shall be postponed for twenty-four hours to allow of another suitable person being authorized.
- (c) So far as the company and its employees are concerned and so far as they can influence passengers or other persons not in the employ of the company making charges (and except in the case of members of the company's private (detective) staff), the man charged shall be informed of the charge 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 inquiry the person charging shall be confronted with the man charged.
- (d) If misconduct be charged by a member of the company's private (detective) staff no charge shall be held to be proved unless the alleged misconduct was observed by two or more persons, or unless similar misconduct has been previously reported of the man charged. If the charge be found to be proved, and punishment of dismissal be inflicted, the company shall, if requested, give to the man charged a letter stating that he was accused of the charge (to be stated in the letter) by a member or members of the company's private (detective) staff, and was found guilty on the evidence of such staff, and therefore without being confronted with his accuser.

This Agreement shall come into operation on the 15th day of August, 1913, and shall continue in force till the 30th day of June, 1916.

This Agreement shall be read as supplemental to and part of the said Memorandum of Agreement of the 23rd day of August, 1912(1).

MEMORANDUM OF AGREEMENT

between

THE FREMANTLE MUNICIPAL TRAMWAYS AND ELECTRIC LIGHTING
BOARD OF FREMANTLE, WESTERN AUSTRALIA,

and

THE AUSTRALIAN TRAMWAY EMPLOYEES' ASSOCIATION.

Agreement made in pursuance of the *Commonwealth Conciliation and Arbitration Act 1904-1911*, this fourteenth day of January, One thousand nine hundred and thirteen, between The Fremantle Municipal Tramways and Electric Lighting Board, of Fremantle, in the State of Western Australia (hereinafter called the Municipal Board) of the one part, and The Australian Tramway Employees' Association (hereinafter called the association) of the other part. Whereas 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 strikes or lock-outs within the system operated by the Municipal Board shall not be resorted to, sanctioned, or assisted by the parties hereto or the Fremantle branch thereof. And it is also hereby mutually agreed by and between the parties hereto that this Agreement shall come into force on the seventeenth day of September, One thousand nine hundred and twelve, and remain in force for three years after that date, and thereafter until three months' notice to terminate this Agreement shall have been given by either party to the other, and shall apply to the whole of the trades and occupations herein enumerated under the heading "Rates of Pay."

January 14,
1913.

INTERPRETATION.

Motormen and conductors shall include all men operating a car or cars in service, and taking it from or returning it to the barn, but does not include shedmen when shunting running cars