

REPORT OF SUB-COMMITTEE OF CONFERENCE OF TRAMWAY

UNDERTAKINGS.

To the Chairman,

Conference of Tramway Undertakings,

MELBOURNE..

Since the appointment of the Sub-Committee on 1st May 1916 six meetings have been held and every item of the Log of demands by the Australian Tramway Employees Association has been discussed.

The Sub-Committee suggests that the managements of the various Undertakings should, in conferring with the Representatives of their Employees, first confine their attention to a discussion of the Conditions of Employment and endeavour to arrange that all vexatious demands not included in the previous Agreement be removed.

It is also suggested that the wording of the existing Agreements should not be interfered with except where absolutely necessary, as the meaning and effect of such agreements are now well understood by all parties to the Agreements. For this reason also, it is considered inadvisable that provisions included in Agreements made in other States should be incorporated in the new Agreements if they make any substantial departure from existing practices established by these agreements, to which both men and managements have accustomed themselves and which have given rise to no inconvenience or friction on either side.

It is believed that the Employees are not likely to press for compliance with the following demands, at any rate, to the full extent demanded.

- Log Clause 72. Reduction of working week to 44 hours.
- 82. Double Rates for call-back duty.
- 85. Provision of meals in certain cases.
- 86. Spread of Hours.
- 87 91/2. Double Rates for Sunday and Holidays.
- 95. Increase of Overtime Rates.

- Log Clause No. 98. 21 Consecutive days' Holiday.
- 100. Increased allowance for Accident Reports.
 - 103. Separate outfit for Students.
 - 104. Employers to provide change money.
 - 105. Promotion by Seniority.
 - 110. Demands in connection with Uniform and other Clothing.
 - 117. Standing time at each termini.
 - 122. Pay note.
 - 132. Transfer of Employee from one Depot to another.

It is suggested that after the Conditions of Employment are agreed upon, the rates of pay should be tentatively discussed, but that no agreement should be arrived at until the Conference can again meet and members exchange their views.

On behalf of the Committee,

A. CAMERON,

Chairman..

Melbourne,

21st Septr. 1916.

Melbourne, 13th October
1916.

I asked our Solicitor, Mr. Home, to consider the Reference Board matter, but I was not able to bring this up personally at the last Meeting, owing to leaving early.

The Chairman of the Conference, Mr. Cameron, suggests that I should send you the suggested clause A below, for the consideration of each member of the Conference.

Clause B below was another suggestion of our Solicitor, who considers that, under Part VI of the Act, the Registrar is not concerned with the matter in the agreement as long as the form follows the section. Mr. Cameron thinks it might be impolitic to exclude the Registrar from the final decision.

Personally I should prefer the Police Magistrate's suggestion, as it would in our case be a greater convenience.

F. J. PRINGLE

Clause A

If any dispute or question arise in connection with the wages or working conditions of members of the Association in the employ of the employer between the Association or any of its members in the employ of the employer and the employer, it may be referred to the Board 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 or any substantial deviation therefrom shall be sought to be procured by either party or made by the Board PROVIDED ALSO that the Board shall not in any case unless with the consent in writing of both parties determine any question affecting the interpretation of this Agreement or any clause thereof.

Clause B

For the purpose of this Agreement a Board of Reference is hereby appointed consisting of three persons nominated by the employer and three persons nominated by the Association, with liberty to either party to vary such payments from time to time, and the Industrial Registrar or such other person as the parties may mutually agree on in case the Board be equally divided on any question submitted to it for its determination.