

COPY.

MEMORANDUM of AGREEMENT made this twenty-third day of April One thousand Nine Hundred and Twenty B e t w e e n the MELBOURNE & METROPOLITAN TRAMWAYS BOARD (hereinafter referred to as "the Board") of the one part and the AUSTRALIAN TRAMWAY EMPLOYEES' ASSOCIATION an organisation of Employees duly registered under the provisions of the Commonwealth Conciliation and Arbitration Act 1904-1918 whose registered office is at Unity Hall Bourke Street Melbourne (hereinafter referred to as "the Association") of the other part.

W H E R E A S the Tramway Board a corporation created by Act Number 2818 of the State of Victoria (hereinafter referred to as the "Tramway Board") was a party to an industrial dispute within the meaning of the said Commonwealth Conciliation and Arbitration Act 1904-1918. (hereinafter referred to as "the said Act") of which dispute the Commonwealth Court of Conciliation and Arbitration has cognizance by virtue of a Plaint filed in the -- said Court Number 29 of 1919.

AND WHEREAS by an Agreement between the Tramway Board and the Association dated the Twenty-eighth day of July One thousand Nine hundred and Nineteen filed in the said Court pursuant to Section 24 of the said Act and certified by the President of the said Court (hereinafter referred to as "the Agreement") all matters in dispute between the parties thereto were settled (except the claims by the Association with respect to the Tramway Board's employees at the Car Repair Shops Fitzroy).

AND WHEREAS the Board is the successor of the Tramway Board within the meaning of the said Act.

AND WHEREAS the Board and the Association have arrived at an agreement as to all matters in dispute with respect to the -- employees of the Board employed at the Car Repair Shops at ----- Fitzroy as hereinafter appearing : -

NOW THIS AGREEMENT WITNESSETH and the parties hereto do hereby mutually agree as follows : -

1. EACH employee shall be entitled as from the First day of March One thousand Nine hundred and Twenty to receive annual --- leave of absence upon the terms and conditions provided by ----- Clause 24 of the Agreement.

2. THE minimum rates of wages to be paid by the Board to each employee shall be as follows that is to say :-

To each employee the sum fixed for such employee by the determination of the State Wages Board for the class of work performed by such employee which was in operation on the ----- Eleventh day of February One thousand Nine Hundred and Twenty together with an additional sum of One shilling per day for each adult employee and an additional sum of Sixpence per day for each employee under the age of twenty-one years.

Such additional sum shall be paid as from the commencement of the pay week next following the date of this Agreement.

3. EACH employee who has been continuously employed in the Car Repair Shops between the Seventh day of May One thousand Nine hundred and Nineteen and the date of this Agreement shall be paid the following sum that is to say :-

(a) To each adult employee the sum of Five pounds.

(b) To each employee under the age of twenty-one years the sum of Two pounds Ten shillings.

4. EACH employee who was not employed in the said Car Repair Shops on the Eighth day of May One thousand Nine hundred and --- Nineteen but who was so employed at the date of this Agreement shall be paid a proportion of the sum fixed for an adult employee or for an employee under the age of twenty-one years (as the case may be) by Clause 3 hereof calculated on the basis of the number of days such employee has worked in the said Car Repair Shops --- between the Seventh day of May One thousand Nine hundred and ----- Nineteen and the date of this agreement.

5. NOTWITHSTANDING anything contained in this Agreement each adult employee shall be paid as from the commencement of the pay week next following the date of this Agreement a minimum rate of wage of not less than Eleven shillings and Tenpence per day.



6. THE Association agrees that any future variation of the Agreement shall not be used in support of further requests for additional wages or altered working conditions to any of its members in the Car Repair Shops Fitzroy.

7. "EMPLOYEE" in this Agreement shall mean and include a member of the Association employed by the Board at the date of this --- Agreement or during the currency of this Agreement in the Car -- Repair Shops Fitzroy but shall not mean or include any other --- employee of the Board and in particular shall not mean or include

(a) An employee mentioned in Division III of the said ----- Agreement.

(b) An employee engaged in clerical duties.

8. THIS Agreement shall come into operation from the beginning of the pay week next following the date hereof and shall continue in force until the First day of May One thousand Nine hundred and Twenty-two

IN WITNESS whereof the said parties hereto have hereunto affixed their Common Seals at Melbourne on the day and year first before written.

THE COMMON SEAL of the Melbourne & )  
Metropolitan Tramways Board was )  
hereto affixed in the presence of )

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(Sd) ALEX. CAMERON, Chairman.

(Sd) H. BELL, Member.

(Sd) 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 )

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(Sd) JOHN I. ABFALTER, Vice-President.

(Sd) T. JEWELL, Secretary.