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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 a n d 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 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 (which Agreement is hereinafter ----- referred to as "Agreement A") all matters in dispute between the parties thereto were settled (except the claims by the Association with respect to the Board's employees at the Car Repair Shops -- Fitzroy).

AND WHEREAS the Prahran and Malvern Tramways Trust the Hawthorn Tramways Trust the Melbourne Brunswick and Coburg Tramways Trust (hereinafter referred to as "the said Trusts") and the Mayor Councillors and Citizens of the City of Northcote were also parties to the said dispute.

AND WHEREAS all matters in dispute between the said Trusts and the Association were settled by three several Agreements dated the Second day Of October One thousand Nine hundred and Nineteen filed in the said Court and certified as aforesaid (which several Agreements are hereinafter referred to as the "Trust Agreements").

AND WHEREAS all matters in dispute between the Mayor Councillors and Citizens of the City of Northcote and the Association were settled by an Agreement dated the Twenty-ninth day of May One thousand Nine hundred and Nineteen filed in the said Court -- and certified as aforesaid (which Agreement is hereinafter ----- referred to as "Agreement B").

AND WHEREAS the Board is the successor of the said Tramway Board the said Trusts and of the Mayor Councillors and Citizens of the City of Northcote (as to its Tramway undertaking) within the meaning of the said Act.

AND WHEREAS the Association has issued a Summons out of the said Court dated the Eleventh day of February One thousand Nine -- hundred and Twenty calling upon the Board to shew cause why ----- Agreement A the Trust Agreements and Agreement B should not be varied as set out in the said Summons.

AND WHEREAS the parties hereto having met since the date of the said Summons have agreed that the said Agreement A the Trust Agreements and Agreement B shall be varied as hereinafter appearing :-

NOW THIS AGREEMENT WITNESSETH and the parties hereto do hereby mutually agree that the said Agreement A the Trust Agreements and Agreement B shall be varied as follows that is to say :-

1. THE minimum rates of wages to be paid to employees engaged on the respective Cable Tramways of the Board (except the employees mentioned in Clause 3 hereof) shall be the minimum rates set out under Division III of Agreement A or set out under Clause 48 of Agreement B (as the case may be) together with an additional sum of One shilling and twopence per day of eight hours for each adult employee and an additional sum of sevenpence per day of eight --- hours for each youth under the age of twenty-one years.
2. THE minimum rates of wages to be paid to employees engaged on the Electric Tramways of the Board shall be the minimum rates set out under Division III of the Trust Agreements together with

an additional sum for each adult employee and each youth under the age of twenty-one years respectively as provided by Clause 1 hereof.

3. THE minimum rates of wages to be paid to "Gripmen and ----- Conductors in their first year of service" referred to in Division III of Agreement A and in Clause 48 of Agreement B shall ----- notwithstanding anything hereinbefore contained be Twelve Shillings and Eightpence per day of eight hours.

4. EACH Junior Gripman Junior Motorman Junior Conductor or Junior Shunter shall be entitled to a minimum wage at the rate of Seventy-six 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.

5. THE increases of wages granted to employees by Clauses 1, 2, and 3 hereof shall be retrospective to the First day of January One thousand Nine hundred and Twenty.

6. WITH reference to payments to be made by the Board to employees in the employ of the Board for work performed between the First day of January One thousand Nine hundred and Twenty and the date upon which this Agreement shall come into operation the provisions of this Agreement shall be deemed to have been performed if the Board pays :-

- (a) to each "Gripman or Conductor in his first year of ----- service" referred to in Clause 3 hereof the sum of One shilling and fourpence and -
- (b) to each other adult employee referred to in Division III of Agreement A and the Trust Agreements and in Clause 48 of Agreement B the sum of One shilling and twopence and -
- (c) to each youth under the age of twenty-one years referred to in the said Division III of the said Agreement A and the said Trust Agreements and in Clause 48 of Agreement B the sum of sevenpence -

for every day upon which such employee has worked on or since the First day of January One thousand Nine hundred and Twenty or was absent on annual leave. 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.

7. THE Association shall forward to the Board a Certificate from the Commonwealth Statistician stating the "Purchasing Power of Money Index Number for Melbourne (Food Groceries and House -- Rent)" compiled on the basis at present adopted by the Commonwealth Statistician for the twelve months ending the Thirtieth day of June One thousand Nine hundred and Twenty and for the twelve months ending the Thirtieth day of June and the Thirty-first day of December in each year thereafter until the Thirty-first day of December One thousand Nine hundred and Twenty-one. As soon as practicable after the Thirtieth day of June and the Thirty-first day of December in each year until the Thirty-first day of December One thousand Nine hundred and Twenty-one an amount shall be ascertained which bears the same proportion to Twelve shillings as the difference between the Index Number referable to each period and 1481, bears to 1481. The amount thus obtained shall be termed "the cost of living adjustment."

8. THE minimum rates of wages per day provided by Clauses 1, 2, and 3 hereof for adult employees shall on the First day of July One thousand Nine hundred and Twenty and on the First day of January and the First day of July in each year thereafter until the First day of May One thousand Nine hundred and Twenty-two be increased or decreased as the case may be by the "cost of living adjustment."

9. THE minimum rates of wages per day provided by Clauses 1 and 2 hereof for youths under the age of twenty-one years shall on the First day of July One thousand Nine hundred and Twenty and the First day of January and the First day of July in each year thereafter until the First day of May One thousand Nine hundred and Twenty-two be increased or decreased as the case may be by -- one-half of the amount of the "cost of living adjustment."

10. THE minimum wage per week to each Junior Gripman Junior Motorman Junior Conductor or Junior Shunter provided by Clause 4 hereof shall on the First day of July One thousand Nine hundred and Twenty and on the First day of January and the First day of July in each year thereafter until the First day of May One --- thousand Nine hundred and Twenty-two be increased or decreased - as the case may be by six times the "cost of living adjustment."

11. THE amount to be added to or deducted from the rates of wages as provided by Clauses 8, 9, and 10 hereof shall be calculated to the nearest penny.

12. WITH reference to payments which will require to be made pursuant to Clauses 8 and 9 hereof by or to an employee in the service of the Board between the First day of January or the First day of July as the case may be and the date when the "cost of living adjustment" shall be ascertained and given effect to the provisions of this Agreement shall be deemed to have been performed if a payment be made by or to an employee equivalent to the "cost of living adjustment" or to the proportion thereof --- fixed by Clause 9 (as the case may be) multiplied by the number of days upon which such employee has worked or was on annual leave between the First day of January or the First day of July as the case may be and the date upon which Clauses 8 and 9 hereof are given effect to but nothing shall be added in respect of --- overtime, spread of hours, special work, Sunday or Holiday duty or any extra or special rates of pay.

13. NOTWITHSTANDING anything herein contained the minimum rates of wages provided in Division III of Agreement A and the Trust Agreements and in Clause 48 of Agreement B shall not at any time during the currency of this Agreement be reduced below the rates therein mentioned.

14. EMPLOYEES mentioned in Division III of Agreement A and the Trust Agreements and in Clause 48 of Agreement B shall be entitled to the rates of wages granted by this Agreement notwithstanding that such rates of wages may be in excess of the rates of wages per day demanded by the Association in its Plaint Number 29 of 1919.

15. THIS Agreement shall apply to classes of members of the Association employed by the Board at the date of this Agreement or who may hereafter be employed by the Board mentioned in ---- Division III of Agreement A and the Trust Agreements and in Clause 48 of Agreement B and to those employees only and shall come into operation from the beginning of the pay week next ---- following the Twenty-ninth day of March One thousand Nine hundred and Twenty and shall continue in force until the First day of May One thousand Nine hundred and Twenty-two.

IN WITNESS whereof the parties hereto have hereunto affixed their Common Seals the day and year first above written.

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

(Sd) ALEX. CAMERON, Chairman.
(Sd) ERNEST H. WILLIS, Member.
(Sd) W. C. STRANGWARD, Secretary.

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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)

(Sd)* JOHN I. ABFALTER, Vice-President.
(Sd) T. JEWELL, Secretary.

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