



Government Gazette

OF
WESTERN AUSTRALIA.

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No. 6]

PERTH : FRIDAY, 5th FEBRUARY.

[1954.

Native Administration Act, 1905-1947.

Reserve for Natives.

PROCLAMATION

WESTERN AUSTRALIA, } By His Excellency Lieutenant-General Sir Charles
TO WIT, } Henry Gairdner, Knight Commander of the Most
CHARLES HENRY } Distinguished Order of Saint Michael and Saint
GAIRDNER, } George, Companion of the Most Honourable Order
Governor, } of the Bath, Commander of the Most Excellent
[L.S.] } Order of the British Empire, Governor in and
over the State of Western Australia and its
Dependencies in the Commonwealth of Australia.

WHEREAS by section 11 of the Native Administration Act, 1905-1947 (Reprinted) it is provided that the Governor is empowered by proclamation to declare any Crown lands to be Reserves for Natives; and whereas it is deemed desirable that a Reserve for Natives be declared in the Tambellup District: Now, therefore I, the said Governor, with the advice of the Executive Council, do hereby declare lot 283, reserve No. 18151, and lot 288, reserve No. 19161, to be a Reserve for Natives.

Given under my hand and the Public Seal of the said State, at Perth, this 26th day of January, 1954.

By His Excellency's Command,

(Sgd.) WM. HEGNEY,
Minister for Native Welfare.

GOD SAVE THE QUEEN ! ! !

Fisheries Act, 1905-1951.

PROCLAMATION

WESTERN AUSTRALIA, } By His Excellency Lieutenant-General Sir Charles
TO WIT, } Henry Gairdner, Knight Commander of the Most
CHARLES HENRY } Distinguished Order of Saint Michael and Saint
GAIRDNER, } George, Companion of the Most Honourable Order
Governor, } of the Bath, Commander of the Most Excellent
[L.S.] } Order of the British Empire, Governor in and
over the State of Western Australia and its
Dependencies in the Commonwealth of Australia.

F.D. 151/53, Ex. Co. No. 143.

IN pursuance of the provisions of section 10 of the Fisheries Act, 1905-1951, I, the Governor of the State of Western Australia, do hereby prohibit all persons from taking any fish whatsoever by means of fishing nets in any of the portions of Western Australian waters specified in the Schedule hereto from 1st February, 1954, to 31st January, 1959, inclusive.

Schedule.

All that portion of Geographe Bay, West of a line joining the Easternmost extremity of Point Dalling and the Easternmost extremity of Point Daking. Public Plan 413A/40.

Given under my hand and the Public Seal of the said State at Perth, this 26th day of January, 1954.

By His Excellency's Command,

L. F. KELLY,
Minister for Fisheries.

GOD SAVE THE QUEEN ! ! !

Factories and Shops Act, 1920-1952.

PROCLAMATION

WESTERN AUSTRALIA, } By His Excellency Lieutenant-General Sir Charles
TO WIT, } Henry Gairdner, Knight Commander of the Most
CHARLES HENRY } Distinguished Order of Saint Michael and Saint
GAIRDNER, } George, Companion of the Most Honourable Order
Governor, } of the Bath, Commander of the Most Excellent
[L.S.] } Order of the British Empire, Governor in and
over the State of Western Australia and its
Dependencies in the Commonwealth of Australia.

F. and S. 666/48, Ex. Co. 110.

WHEREAS it is enacted by section 115 of the Factories and Shops Act, 1920-1952, that the expression "Public Holiday" shall mean certain days therein specified, and any other day declared by proclamation to be a public holiday for the purposes of the said Act: Now, therefore I, the said Governor, acting by and with the advice and consent of the Executive Council, do hereby proclaim and declare that Monday, the 1st day of February, 1954, shall be a public holiday throughout the State for the purposes of section 115 of the Factories and Shops Act, 1920-1952, and all shops (except those mentioned in the Fourth Schedule and registered small shops) and Warehouses, shall be closed.

Given under my hand and the Public Seal of the said State, at Perth, this 26th day of January, 1954.

By His Excellency's Command,

(Sgd.) W. HEGNEY,
Minister for Labour.

GOD SAVE THE QUEEN ! ! !

Sheepskins (Draft Allowance Prohibition) Act, 1952.

PROCLAMATION

WESTERN AUSTRALIA, } By His Excellency Lieutenant-General Sir Charles
TO WIT, } Henry Gairdner, Knight Commander of the Most
CHARLES HENRY } Distinguished Order of Saint Michael and Saint
GAIRDNER, } George, Companion of the Most Honourable Order
Governor, } of the Bath, Commander of the Most Excellent
[L.S.] } Order of the British Empire, Governor in and
over the State of Western Australia and its
Dependencies in the Commonwealth of Australia.

WHEREAS it is enacted by section 2 of the Sheepskins (Draft Allowance Prohibition) Act, 1952, that the Act shall come into operation on a date to be fixed by proclamation: Now therefore I, the Governor, acting with the advice and consent of the Executive Council do hereby proclaim that the Sheepskins (Draft Allowance Prohibition) Act, 1952, shall come into operation on the day of publication of this proclamation in the *Government Gazette*.

Given under my hand and the Public Seal of the said State, at Perth, this 12th day of January, 1954.

By His Excellency's Command,

E. K. HOAR,

Minister for Agriculture.

GOD SAVE THE QUEEN ! ! !

Abattoirs Act, 1909-1952.

PROCLAMATION

WESTERN AUSTRALIA, } By His Excellency Lieutenant-General Sir Charles
TO WIT, } Henry Gairdner, Knight Commander of the Most
CHARLES HENRY } Distinguished Order of Saint Michael and Saint
GAIRDNER, } George, Companion of the Most Honourable Order
Governor, } of the Bath, Commander of the Most Excellent
[L.S.] } Order of the British Empire, Governor in and
over the State of Western Australia and its
Dependencies in the Commonwealth of Australia.

WHEREAS it is enacted by section 3 of the Abattoirs Act, 1909-1952, that the Governor may by proclamation suspend the operation of the Act in any district; and whereas by proclamation dated the 7th day of December, 1944, and published in the *Government Gazette* on the 15th day of December, 1944, the Governor declared that the Act shall be in force in the district being all that portion of the State in and around the town of Bunbury comprised within the circumference of an imaginary circle having a radius of 10 miles from the Post Office in Bunbury as the centre: Now, therefore I, the Governor, acting with the advice and consent of the Executive Council and in exercise of the power conferred by section 3 of the Act, do hereby suspend the operation of the Act in the district until the Governor otherwise declares.

Given under my hand and the Public Seal of the said State, at Perth, this 12th day of January, 1954.

By His Excellency's Command,

E. K. HOAR,

Minister for Agriculture.

GOD SAVE THE QUEEN ! ! !

AT a meeting of the Executive Council held in the Executive Council Chamber at Perth on the 12th day of January, 1954, the following Orders in Council were authorised to be issued:—

Abattoirs Act, 1909-1952.

ORDER IN COUNCIL.

WHEREAS it is enacted by section 11 of the Abattoirs Act, 1909-1952, that the Governor may, at any time, revoke any Order in Council made under section 11 of the Act; and whereas by Order in Council dated the 21st day of December, 1944, the Governor extended to and conferred upon the Municipal Council of Bunbury all the powers conferred on the Governor by the Act: Now, therefore, His Excellency the Governor, acting with the advice and consent of the Executive Council and in exercise of the power conferred by section 11 of the Act, doth hereby revoke the Order in Council dated the 21st day of December, 1944, and published in the *Government Gazette* on the 29th day of December, 1944.

(Sgd.) R. H. DOIG,
Clerk of the Council.

Premier's Department,
Perth, 26th January, 1954.

IT is hereby notified, for public information, that His Excellency the Governor in Executive Council has been pleased to appoint, under the provision of section 4 of the Town Planning and Development Act, 1928-1953.

A. E. Clare, V. L. Steffanoni and C. L. Harvey as members of the Town Planning Board for a period of two years as from the 1st February, 1954.

(Sgd.) R. H. DOIG,
Clerk of the Council.

AUDIT ACT, 1904.

The Treasury,
Perth, 2nd February, 1954.

THE following appointments have been approved:—

Receivers of Revenue.

Tsy. 267/53—Mr. L. F. Monk for Katanning, Kojonup and Gnowangerup Water Supplies as from 25th January, 1954.

Educ. 475/26—Misses M. Innes and P. Roberts for the Perth Technical College as from the 27th January, 1954.

Section 33—Certifying Officers.

Tsy. 906/40—Mr. R. G. Tillotson for the Kalgoorlie Branch of the State Government Insurance Office, for the period 18th January, to 1st February, 1954.

Trsy. 115/37—Mr. Edwin Philip Foreman for the Premier's Department as from 6th January, 1954.

Tsy. 42/45—Mr. R. M. W. Adair for the Mental Hospitals Department as from 5th January, 1954, during the absence of Mr. W. L. Rootes on annual and sick leave.

A. J. REID,
Under Treasurer.

Public Service Commissioner's Office,
Perth, 3rd February, 1954.

HIS Excellency the Governor in Executive Council has approved of the following appointments:—

Ex. Co. 85, P.S.C. 405/53—J. Punch, Clerk, Electoral Office, Crown Law Department, to be Clerk, Class C-II-2, as from 1st January, 1954.

Also of the following appointments under the Public Service Act, 1904-1950:—

Ex. Co. 85, P.S.C. 170/53—Andrew John Anderson, to be Engineer, Grade 2, Mechanical and Plant Engineer's Branch, Public Works Department, as from 21st April, 1953.

Ex. Co. 85, P.S.C. 271/53—Stephen Aloysius Grace, to be Clerk, Registrar General's Office, Chief Secretary's Department, as from 1st May, 1953.

Ex. Co. 90, P.S.C. 213/53—Kathleen Elizabeth Lees, to be Accounting Machinist, Lands and Surveys Department, as from 27th May, 1953.

Ex. Co. 90, P.S.C. 79/53—Nancy Cloonan Hall, to be Accounting Machinist, Crown Law Department, as from 13th March, 1953.

Ex. Co. 85, P.S.C. 318/53—Norman Hartzenberg, to be Clerk, Registrar General's Office, Chief Secretary's Department, as from 1st July, 1953.

Ex. Co. 85, P.S.C. 485/52—Albert John Edward Lyneham, to be Adviser, Tobacco Branch, Department of Agriculture, as from 1st February, 1953.

Ex. Co. 90, P.S.C. 278/53—Noel Graham Langton, to be Clerk, Tourist Bureau, as from 1st May, 1953.

Ex. Co. 90, P.S.C. 183/53—Robert John Burgess, to be Clerk, Rating Section, Accounts Branch, Metropolitan Water Supply Department, as from 3rd May, 1953.

Ex. Co. 90, P.S.C. 272/53—Ronald James Dickhart, to be Clerk, Registrar General's Office, Chief Secretary's Department, as from 1st May, 1953.

Ex. Co. 90, P.S.C. 216/53—Brian Augustus Carmichael, to be Cadet Inspector, Fisheries Department, as from 27th May, 1953.

Ex. Co. 85, P.S.C. 215/53—Ilma Clare BeauLeeney, to be Accounting Machinist, Lands and Surveys Department, as from 27th May, 1953.

Ex. Co. 90, P.S.C. 352/53—Brian Faulconer Alton, to be Clerk, Correspondence and Staff, Department of Agriculture, as from 1st May, 1953.

Ex. Co. 85, P.S.C. 376/53—Wilfred Eric Byfield, to be Clerk, Accounts, Expenditure and Statistics Section, Public Works Department, as from 28th May, 1953.

Ex. Co. 90, P.S.C. 175/53—Marie Lillian Cook, to be Typist, Public Works Department, as from 13th May, 1953.

Ex. Co. 90, P.S.C. 40/53—Bernice Mary Noreen Cullity, to be Chemist and Research Officer, Government Chemical Laboratories, Mines Department, as from 29th April, 1953.

Also of the acceptance of the following resignations:—

Ex. Co. 97—A. E. Sears, Typist, Forests Department, as from 29th January, 1954. D. M. Baines, Typist, Tourist Bureau, as from 11th January, 1954. M. J. Hardy, Clerk-Typist, Kalgoorlie, State Insurance Office, as from 31st December, 1953. S. Longmore, Assistant, Coolgardie, Mines Department, as from 31st December, 1953.

Also of the creation of the following positions, under section 32:—

Ex. Co. 97—Clerk (Secretary, Schools of Agriculture, Narrogin, Denmark and Harvey), Education Department, Class C-II-1. Clerk, Forests Accounts, Accounts Branch, Lands and Surveys Department, Class C-II-1.

S. A. TAYLOR,
Public Service Commissioner.

VACANCIES IN THE PUBLIC SERVICE.

Department.	Position.	Class.	Salary.	Date Returnable.
Agriculture	Field Technicians, Wongan Hills, Avondale and Chapman Research Stations (a)	G-II.-1/2	Margin £200-£270	1954. 6th February.
Lands and Surveys	Inspector (Item 653/53) (a)	G-II.-2/3	Margin £250-£310	do.
Crown Law	Clerk (Assistant Crown Prosecutor) (Item 2384/53)	C-II.-1/2	Margin £200-£270	13th February.
Education	Clerk (Secretary) Schools of Agriculture, Narrogin, Denmark and Harvey	C-II.-1	Margin £200-£230	do.
Lands and Surveys	Clerk, Forests Accounts	C-II.-1	Margin £200-£230	do.
Audit	Clerk (Item 396/53)	C-II.-2/3	Margin £250-£310	20th February.
Police	Inspector, Grade 2, Weights and Measures (Item 1478/53)	G-II.-2/3	Margin £250-£310	do.

Applications are called under section 34 of the Public Service Act, 1904-50, and are to be addressed to the Public Service Commissioner and should be made on the prescribed form, obtainable from the offices of the various Permanent Heads of Departments.

(a) Applications are also called under Section 24.

(b) The applicant must be able to sketch to scale, and value improvements on agricultural and town lands. To classify agricultural lands, and to submit sketches and reports on these lands and roads and reserves.

The ability to use a prismatic compass, and pacing and chaining, when sketching to scale, is necessary.

A travelling allowance, at present £175 p.a. is paid, and the applicant must be prepared to camp, when necessary, when working in the country and must also provide a suitable motor vehicle, for which mileage at the current Public Service rates, will be paid.

5th February, 1954.

S. A. TAYLOR,
Public Service Commissioner.

LICENSING ACT, 1911.

Application for Gallon License.

To the Licensing Court for the District of Fremantle in Western Australia:

I, WILLIAM HENRY KERSHAW, now residing at 204 South Street, Beaconsfield, in the said district of Fremantle, do hereby give notice that it is my intention to apply at the next quarterly sitting of the Licensing Court for the said district for a Gallon License for the premises which I now occupy, situated at 204 South Street, Beaconsfield, which premises are not now licensed and comprise a store.

Dated the 25th day of January, 1954.

W. H. KERSHAW.

Frank Unmack & Cullen, Solicitors, Fremantle.

for a Gallon License, for the premises which I now occupy, situated at 273 Great Eastern Highway, Midland Junction, which are not now licensed.

Dated the 4th day of February, one thousand nine hundred and fifty four.

A. P. KNOX.

Parker & Parker, Solicitors, 21 Howard Street, Perth.

MATRIMONIAL CAUSES AND PERSONAL STATUS CODE, 1949, AND THE INTERPRETATION ACT, 1918-1948.

NOTICE is hereby given, under subsection (3) of section 36 of the Interpretation Act, 1918-1948, that by a resolution of the Legislative Assembly on the 17th day of December, 1953, an amendment to Rule 166 of the Matrimonial Causes and Personal Status Rules, 1949, made under the provisions of the Matrimonial Causes and Personal Status Code, 1948, published in the *Government Gazette* on the 4th day of December, 1953, and laid upon the Table of the House on the 8th day of December, 1953, was disallowed.

(Sgd.) R. C. GREEN,
Under Secretary for Law.

LICENSING ACT, 1911.

Application for a Gallon License.

To the Licensing Court for the District of Guildford, in Western Australia.

I, ANDREW PETER KNOX, now residing at 7 Dudley Street, Midland Junction, in the said District of Guildford, do hereby give notice that it is my intention to apply at the next quarterly sitting of the Licensing Court for the said district

Crown Law Department,
Perth, 3rd February, 1954.

ACTING under the powers conferred upon them by subsection (7) of section 21 of the Licensing Act, 1911-1953, with the approval of the Hon. Minister for Justice the Licensing Magistrates of Western Australia have delegated to the Resident Magistrates of the undermentioned Magisterial Districts their powers, authorities, duties and functions relating to applications for the renewal and transfer of Licenses to be dealt with at the Licensing Courts to be held in March next.

Licensing District in which the Delegated Authority may be exercised.	Court House.	Magisterial District of Resident Magistrate appointed as Delegate.	Date.
Albany	Albany	Stirling	2-3-54
Avon	Merredin	Avon	25-3-54
Beverley-Pingelly	Beverley	Avon	9-3-54
Broome	Broome	Broome	8-3-54
Bunbury	Bunbury	Forrest	4-3-54
Collie	Collie	Forrest	9-3-54
Coolgardie	Kalgoorlie	Coolgardie	2-3-54
Cue	Cue	Murchison	19-3-54
Cue	Wiluna	Clifton	24-3-54
East Kimberley	Halls Creek	East Kimberley	3-3-54
East Kimberley	Wyndham	East Kimberley	1-3-54
Gascoyne	Carnarvon	Gascoyne	4-3-54
Geraldton	Geraldton	Geraldton	1-3-54
Greenough	Geraldton	Geraldton	1-3-54
Irwin	Geraldton	Geraldton	1-3-54
Kalgoorlie	Kalgoorlie	Hannans	2-3-54
Kanowna	Esperance	Esperance	26-3-54
Kanowna	Kalgoorlie	Hannans	2-3-54
Kanowna	Norseman	Dundas	24-3-54
Katanning	Katanning	Stirling	16-3-54
Menzies	Kalgoorlie	Collier	2-3-54
Moore	Moora	Geraldton	10-3-54
Mt. Leonora	Leonora	Collier	5-3-54
Mt. Magnet	Mt. Magnet	Murchison	15-3-54
Mt. Magnet	Yalgoo	Murchison	16-3-54
Mt. Margaret	Leonora	Collier	5-3-54
Murchison	Wiluna	Clifton	24-3-54
Murray-Wellington-Forrest	Bunbury	Forrest	4-3-54
Murray-Wellington-Forrest	Pinjarra	Forrest	3-3-54
Nelson	Bridgetown	Mitchell	17-3-54
Northam	Northam	Avon	4-3-54
Pilbara	Marble Bar	Pilbara	17-3-54
Pilbara	Port Hedland	Port Hedland	15-3-54
Ravensthorpe	Wagin	Stirling	17-3-54
Roebourne	Onslow	Ashburton	23-3-54
Roebourne	Roebourne	Roebourne	11-3-54
Sussex	Busselton	Mitchell	11-3-54
Toodyay	Toodyay	Avon	5-3-54
Wagin	Wagin	Stirling	17-3-54
West Kimberley	Derby	West Kimberley	12-3-54
Williams-Narrogin	Narrogin	Williams	18-3-54
Yilgarn	Southern Cross	Coolgardie	11-3-54
York	York	Avon	11-3-54

THE Hon. Minister for Justice being the Minister administering the Licensing Act, 1911-1953, has appointed the dates shown hereunder as the dates for the ordinary sittings of the Licensing Court in March next at the places mentioned.

Licensing District.	Place of Sitting.	Dates.	Time.
Perth, Sublaco, Claremont and Canning	Perth	Tuesday, 2nd March, 1954	10-30 a.m.
Fremantle	Fremantle	Wednesday, 3rd March, 1954	10-30 a.m.
Guildford and Swan	Midland Junction	Thursday, 4th March, 1954	10-30 a.m.
Murchison	Meekatharra	Wednesday, 10th March, 1954	11-30 a.m.

Yalgoo Local Court.

THE Hon. Minister for Justice, acting under the powers conferred upon him by Section 10 of the Local Courts Act, 1904-1953, has appointed Monday, the 15th day of February, 1954, as the day for the holding of the Local Court at Yalgoo in the month of February, 1954, in lieu of the 16th day of February, 1954, the date previously appointed.

HIS Excellency the Governor in Executive Council, under section 9 of the Stipendiary Magistrates Act, 1930-1953, has appointed Theodore Ansell, Resident Magistrate to assist the Stipendiary Magistrate to whom the Perth Magisterial District has been assigned under section 5 (3) of the said Act.

THE Hon. Minister for Justice pursuant to section 13 (3) of the Local Courts Act, 1904-1953, has approved of the following appointments:—

Roy Leslie Maiklem as substitute to discharge the duties of Clerk of the Local Court at Southern Cross during the absence on leave of B. M. Rogers as from 25th January, 1954.

Constable W. A. Leahy as substitute to discharge the duties of Clerk of the Local Court at Mullewa during the absence of Constable W. W. Francis on leave as from 1st February, 1954.

THE Hon. Minister for Justice pursuant to section 13 (2) of the Local Courts Act, 1904-1953, has approved of the appointment of Constable John Sisson as Clerk of the Local Court at Yalgoo vice Constable Gurney transferred, as from 23rd January, 1954.

THE Hon. Minister for Justice has approved of the appointment of the following persons as Commissioners for Declarations under the Declarations and Attestations Act, 1913:—

William Edward Whyte, Geraldton, and Edward Farrington Antill, Claremont.

R. GREEN,
Under Secretary for Law.

APPOINTMENTS.

Chief Secretary's Department,
Perth, 26th January, 1954.

HIS Excellency the Governor in Executive Council has been pleased to appoint:—

C.S.D. 320/53—Dr. B. F. Home as Acting Medical Superintendent, Claremont Mental Hospital and Lemnos Hospital during the absence on leave of Dr. Fitzgerald from the 11th January to the 7th February, 1954, inclusive.

C.S.D. 559/39—Pursuant to section 5 of the Friendly Societies Act, 1894-1948, Thomas Albert Duke as Acting Registrar of Friendly Societies for a period of four weeks from 18th January to 14th February, 1954, during the absence of the Registrar, W. V. Gray, on annual leave.

C.S.D. 377/52—Andrew Farquhar Paterson as Warder on the disciplinary staff of the Prisons Department, from the 5th day of December, 1952.

C.S.D. 353/52—David Eric Trainer as Warder on the disciplinary staff of the Prisons Department, from the 14th November, 1952.

C.S.D. 366/52—John Pitt Lees as Warder on the disciplinary staff of the Prisons Department, from the 24th November, 1952.

C.S.D. 148/50—Pursuant to section 64E (2) of the Prisons Act, 1903-1918, Brigadier T. W. Rogan, Salvation Army; G. W. Simpson, and A. H. Waterer as members of and to constitute the Indeterminate Sentences Board for the term of three years dating from the 1st February, 1954.

C.S.D. 319/49—In accordance with the provisions of the Prisons Act, 1903-1918, the persons named hereunder as Visiting Justices to the Prisons and Police Gaols specified, for the year ended 31st December, 1954:—Broome—Arthur Streeter Male, J.P.; Fremantle—R. D. Edinger, J.P., W. H. Walter, J.P. And has accepted the resignation of J. T. McKenzie, J.P., as Visiting Justice to the Broome Gaol.

H. T. STITFOLD,
Under Secretary.

NURSES REGISTRATION ACT, 1921-1951.

Notice of Election of an Elective Member of the Nurses' Registration Board.

NOMINATIONS are hereby invited for the election for a term of three years from the 1st April, 1954, of one elective member to represent the General Trained Nurses on the abovementioned Board, as constituted under the Nurses Registration Act, 1921-1951, and the regulations there-

under, and must be received by the undersigned Returning Officer, at the State Electoral Office, 62 Barrack Street, Perth, not later than 4 o'clock in the afternoon of Tuesday, the 23rd day of February, 1954.

Every submission of a candidate for nomination as a member of the Board shall be made in writing upon a submission form as prescribed in the appendix to the regulations and shall be signed by the candidate and also by her proposer and seconder.

No person shall be entitled to propose or second the submission of a candidate for nomination unless she is, at the time when such submission is signed by her, duly registered as a general trained nurse, and no candidate shall be eligible for nomination unless she is registered in accordance with the requirements of the above mentioned Act.

Dated this 3rd day of February, 1954.

S. E. WHEELER,
Returning Officer.

State Electoral Office,
62 Barrack Street, Perth.

NURSES' REGISTRATION ACT, 1921-1951.
Appointment of Returning Officer.

IT is hereby notified for general information that the Hon. Minister for Health has appointed Stanley Edward Wheeler, of the State Electoral Office, Perth, to be the Returning Officer for the purpose of conducting an election to the Nurses' Registration Board of a representative of the general trained nurses for a period of three years from the 1st April, 1954.

H. T. STITFOLD,
Under Secretary,
Department of Public Health.

HEALTH ACT, 1911-1952.
Melville Road Board—Resolution.

P.H.D. 849/48, Ex. Co. No. 98.

WHEREAS under the provisions of the Health Act, 1911-1952, the Governor may cause to be prepared Model By-laws for all or any of the purposes for which by-laws may be made by a local authority under any of the provisions of the Act; and whereas a local authority may, of its own motion, by resolution adopt the whole, or any portion of such by-laws with or without modification; and whereas Model By-laws described as Series "A" have been prepared in accordance with the said Act and published in the *Government Gazette* on the 4th day of December, 1944, and amended from time to time thereafter: Now, therefore, the Melville Road Board, being a local health authority within the meaning of the Act, doth hereby resolve and determine that the amendments to the said Model By-laws published in the *Government Gazette* on the 21st day of August, 1953, shall be adopted without modification.

Passed at a meeting of the Melville Road Board this 26th day of October, 1953.

ALECK H. BRACKS,
Chairman.
J. E. ELLIS,
Secretary.

Approved by His Excellency the Governor in Executive Council, 26th January, 1954.

(Sgd.) R. H. DOIG,
Clerk of the Council.

HEALTH ACT, 1911-1952.
Wagin Municipal Council—Resolution.

P.H.D. 813/48; Ex. Co. No. 99.

WHEREAS under the provisions of the Health Act, 1911-1952, the Governor may cause to be prepared Model By-laws for all or any of the purposes for which by-laws may be made by a local authority under any of the provisions of the Act;

and whereas a local authority may, of its own motion, by resolution adopt the whole, or any portion of such by-laws with or without modification; and whereas Model By-laws described as Series "A" have been prepared in accordance with the said Act and published in the *Government Gazette* on the 4th December, 1944, and amended from time to time thereafter: Now, therefore, the Wagin Municipal Council, being a local health authority within the meaning of the Act, doth hereby resolve and determine that the amendment to the said Model By-laws published in the *Government Gazette* on the 21st August, 1953, shall be adopted without modification.

Passed at a meeting of the Wagin Municipal Council this 28th day of September, 1953.

R. T. ASHWORTH,
Mayor.
JAS. A. BROWN,
Town-Clerk.

Approved by His Excellency the Governor in Executive Council, 26th January, 1954.

(Sgd.) R. H. DOIG,
Clerk of the Council.

HEALTH ACT, 1911-1952.

Collie Coalfields Road Board—Resolution.

P.H.D. 572/51; Ex. Co. No. 100.

WHEREAS under the provisions of the Health Act, 1911-1952, the Governor may cause to be prepared Model By-laws for all or any of the purposes for which by-laws may be made by a local authority under any of the provisions of the Act; and whereas a local authority may, of its own motion, by resolution adopt the whole, or any portion of such by-laws with or without modification; and whereas Model By-laws described as Series "A" have been prepared in accordance with the said Act and published in the *Government Gazette* on the 4th December, 1944, and amended from time to time thereafter: Now, therefore, the Collie Coalfields Road Board, being a local health authority within the meaning of the Act, doth hereby resolve and determine that the amendment to the said Model By-laws published in the *Government Gazette* on the 21st August, 1953, shall be adopted without modification.

Passed at a meeting of the Collie Coalfields Road Board this 30th day of September, 1953.

F. D. N. MacNISH,
Chairman.
R. C. H. HOUGH,
Secretary.

Approved by His Excellency the Governor in Executive Council, 26th January, 1954.

(Sgd.) R. H. DOIG,
Clerk of the Council.

HEALTH ACT, 1911-1952.

Section 57.

Busselton Road Board.

General Scheme for the Installation of
Septic Tanks.

NOTICE is hereby given that a general plan and description of a proposal to install apparatus for the bacteriolytic treatment of sewage on premises in the Busselton townsite has been prepared and forwarded to the Commissioner of Public Health together with an application for the approval of the Governor to such proposal.

A copy of such general plan and description is deposited at the Busselton Road Board Office, Busselton, and may be inspected there or at the office of the Commissioner of Public Health during office hours by any person until the 12th February, 1954.

B. K. KILLERBY,
Chairman.
L. M. POWELL,
Secretary.

HOSPITALS ACT, 1927-1948.

Department of Public Health,
Perth, 26th January, 1954.

P.H.D. 516/29.

HIS Excellency the Governor in Executive Council has—

1. Appointed Messrs. E. Adshead and D. A. Evans to be members of the Eastern Districts Memorial Hospital Board (Kellerberrin), for the period ending 31st July, 1954.

2. Accepted the resignation of Mr. F. Mather from that Board.

H. T. STITFOLD,
Under Secretary.

TRAFFIC ACT, 1919-1952.

Special Order Authorising Certain Inspectors of Police to Perform Duties under Section 24A.

I, THOMAS HERMAN ANDERSEN, Commissioner of Police in the State of Western Australia, acting under authority conferred upon me by section 24A of the Traffic Act, 1919-1952, as amended by No. 57/1951, hereby authorise:—

William Roeland Andrews, Inspector of Police, to grant applications for issue, suspend and cancel Extraordinary Motor Drivers' Licenses in accordance with the provisions of the said section 24A and the regulations made thereunder.

T. H. ANDERSEN,
Commissioner of Police.

Department of Native Affairs,
Perth, 31st December, 1953.

THE undermentioned is hereby notified for general information:—

NATIVE ADMINISTRATION ACT, 1905-1947
(REPRINTED).
December, 1953.

The Hon. the Minister for Native Welfare has approved of the issue of the following Certificates of Exemption:—

Certificate No., Name, Address, Date of Issue.

A812; Blanche Mary Ryder; Como; 2/12/1953.
A813; Chinaman; Port Hedland; 8/12/1953.
A814; Kitty Kennedy; Broome; 14/12/1953.
A815; Raphael Phillips (to include wife Angeline Phillips and children under 14 years of age); Broome; 14/12/1953.
A816; Louie Carpon; Broome; 14/12/1953.
A817; Elizabeth Jugarra; Broome, 21/12/1953.
A818; Billy Culmarra; Broome; 23/12/1953.
A819; Sydney Dredge; Meekatharra; 22/12/1953.
A822; Winnie; Wyndham; 23/12/1953.
A823; Lois Margaret Thomas; Laverton; 23/12/1953.

ERRATUM.

IN consolidated list of holders of Certificates of Exemption dated 30th September, 1953, A786 Chulung Celemt and wife Freda, Wyndham, 1/9/53, should read A786 Chulung Clement and wife Freda, Wyndham, 1/9/53.

NATIVES (CITIZENSHIP RIGHTS) ACT,
1944-1951.

December, 1953.

THE following Certificates of Citizenship have been granted:—

Certificate No., Name, Address, Date and Place of Issue.

575; Lily Dann; Wiluna; 27/11/1953 at Wiluna.
647; Robert Joseph Drayton; Moora; 9/12/1953 at Moora.
728; Roy Thomas Taylor; Moora; 9/12/1953 at Moora.

The following children have been included in their father's Certificate of Citizenship:—

No. 451 in the name of Ned Dann at Meekatharra as from 27/11/1953:—

Gracie Dann, born 6/10/35.
Renee Dann, born 20/10/36.
Elizabeth Dann, born 1/10/37.
Evelyn Dann, born 30/9/38.
Lawrence Dann, born 22/10/42.
Ned Dann, born 6/5/46.
Desmond Dann, born 28/1/48.

No. 682 in the name of Jack Ashwin at Meekatharra from 9/9/53:—

Pearl Maxine Ashwin, born 24/1/41.
Margaret Lillian Ashwin, born 27/2/43.
Irene Edith Ashwin, born 28/3/45.

No. 706 in the name of Phillip Cox at Broome from 27/11/1953:—

Leonie Cox, born 29/10/53.

S. G. MIDDLETON,
Commissioner of Native Affairs.

FISHERIES ACT, 1905-1951.

Department of Fisheries,
Perth, 26th January, 1954.

F.D. 269/48, Ex. Co. No. 113.

HIS Excellency the Governor in Executive Council, acting under the provisions of the Fisheries Act, 1905-1951, has been pleased to approve of the Blackwood Trout Acclimatisation Society By-laws made by the Society with the consent of the Minister, as set forth in the Schedule hereunder.

A. J. FRASER,
Superintendent of Fisheries.

Schedule.

By-laws made by the Blackwood Trout Acclimatisation Society.

In pursuance of the provisions of section 31 (8) of the Fisheries Act, 1905-1951, the Blackwood Trout Acclimatisation Society has, by a resolution passed at a general meeting of members held on the eighth day of July, 1953, made the by-laws set out in the Schedule hereto to have effect within the area in respect of which the Society is registered.

Dated at Bridgetown this 10th day of November, 1953.

W. G. JONES,
President.

S. R. DOUST,
Secretary.

Schedule.

1. (1) These by-laws may be cited as the Blackwood Trout Acclimatisation Society By-laws.

(2) In these by-laws "Council" means the Council of the Society; and "Society" means the Blackwood Trout Acclimatisation Society.

2. It shall not be lawful for any person to fish for trout with any net or fixed engine in any part of any river, creek, or stream.

3. The open season for trout shall be the period as fixed by the Council from year to year and the fishing for trout at any other time than during such open season is hereby prohibited.

4. (1) A person holding a license from the Society issued in the form in the Appendix hereto may, subject to the condition prescribed by by-law 6, fish for trout in any waters in the area for which the Society is registered.

(2) Every such license shall endure from the date on which it is issued to the date on which the then current season shall cease.

(3) Any person who is not a holder of a license issued under this by-law shall not fish for trout.

(4) The fee for every such license shall be fixed by the Council from time to time.

5. Every license under by-law 4 hereof shall be issued subject to the following conditions:—

- (a) That the holder shall not fish for trout in any waters—
 - (i) during any period other than the period determined by by-law 3 as the open season for trout;
 - (ii) in which it is declared by any by-law that no person shall fish for trout;
 - (iii) on any day later than one hour after sunset or earlier than one hour before sunrise;
 - (iv) on any day on which he/she has already taken 12 trout.
- (b) That the holder shall not take any trout of a less length than eleven inches measured from the tip of the snout to the end of the tail, and that any trout of a less length shall be forthwith returned unharmed to the water from which it was taken.

6. (1) For the purpose of preventing offences under these by-laws the Council may appoint wardens who shall within the area in which the Society is registered have the powers conferred upon an inspector by the Fisheries Act, 1905-1951.

(2) Any complaint for an offence under these by-laws may be laid by the President or the Secretary of the Society.

(3) All engines, lines, nets and other articles, but not any boat, used by or in the possession of any person, in the breach of any of these by-laws, shall be forfeited to the use of Her Majesty.

(4) Where the commission of any offence against these by-laws involves the forfeiture of any article, the conviction of any person for such offence shall operate as a condemnation of such article, without the necessity of any such complaint being laid for such condemnation.

7. Any person guilty of a breach of any of these by-laws or of any of the conditions endorsed on his or her license shall be liable to a penalty not exceeding £5.

Appendix.

Blackwood Trout Acclimatisation Society,
Bridgetown.

Mr. 195
of
is hereby licensed to take trout in any waters, other than closed waters, situated within the area in respect of which the Society is registered, from to
.....
Secretary.

GOVERNMENT LAND SALES.

THE undermentioned allotments of land will be offered for sale at public auction on the dates and at the places specified below, under the provisions of the Land Act, 1933-1950, and its regulations:—

NORTHCLIFFE.

25th February, 1954, at 3.30 p.m., at the Rural and Industries Bank—

- Northcliffe—*130, 1r., £30; *131, 1r., £30; *132, 1r., £30; *133, 1r., £30; *135, 1r. 15.7p., £30; *136, 1r., £20; *137, 1r., £20; *138, 1r., £20; *139, 1r., £20; *140, 39.3p., £25.

KONDININ.

25th February, 1954, at 3.30 p.m., at the Rural and Industries Bank—

- ‡Karlgarin—Town 22, 1r., £20.
- ‡Kulin—Town 46, 1r., £25; 90, 1r., £40.

MOORA.

26th February, 1954, at 4 p.m., at the Court House—

- ‡Watheroo—Town 46, 1r. 12.6p., £30; 47, 1r., 1.6p., £30; 48, 1r. 1.6p., £30; 49, 1r. 1.6p., £30; 50, 1r. 1.6p., £30.

BUSSELTON.

24th February, 1954, at 2 p.m., at the Court House—

- Dunsborough—72, 39.8p., £150; 73, 39.8p., £160; 74, 1r., £150; 75, 1r., £150; 76, 1r., £150; 77, 1r., £150; 78, 1r., £150; 79, 1r. 4.5p., £165; 80, 34.7p., £150; 99, 35.2p., £155; 100, 34.5p., £160.

KALGOORLIE.

16th February, 1954, at 2 p.m., at the Government Land Agency—

- Kalgoorlie—Town †1836, 1r., C.U.V., £50; Town †68F, 1r., C.U.V., £12 10s.
- Hannans—Sub Lot †145, 1r., C.U.V., £25.

* Subject to examination of survey.

† Leasing only.

‡ Section 21 of the Regulations does not apply.

All improvements on the land offered for sale are the property of the Crown, and shall be paid for as the Minister may direct, whose valuation shall be final and binding on the purchaser.

Plans and further particulars of these sales may be obtained at this office and the offices of the various Government Land Agents. Land sold to a depth of 200 feet below the natural surface, except in mining districts, where it is granted to a depth of 40 feet or 20 feet only.

H. S. FRANCIS,

Acting Under Secretary for Lands.

FORFEITURES.

THE undermentioned leases have been cancelled under section 23 of the Land Act of 1933-1953, owing to non-payment or other reasons:—

Name, Lease, District, Reason, Corres., Plan.

- Bennett, J. G.; P.977; Nelson 11973; abandoned; 1744/52; 442B/40.
- Campbell, S. J., and G. C.; 1330/41A; Sussex 486; abandoned; 5287/07; 413A/40, A2.
- Newell, J. E.; 347/8461; Sussex 1305; conditions; 2691/52; 413A/40.
- Savage, H. I.; P.775; Sussex 3955; abandoned; 4776/50; 413D/40, C3.

H. S. FRANCIS,

Acting Under Secretary for Lands.

BUSH FIRES ACT, 1937-1950.

Appointment of Bush Fire Control Officers.

Department of Lands and Surveys,

Perth, 3rd February, 1954.

Corres. No. 977/41.

IT is hereby notified, for general information, that the following road boards have appointed the undermentioned bush fire control officers in their districts:—

Road Board and Control Officer.

Kent; D. Paranthoiene and E. C. Hobley.

Darling Range; R. J. Vincent.

The following appointments are cancelled:—

Road Board and Control Officer.

Kent; L. F. Haddleton, A. E. Reeves and C. O. Tranter.

Darling Range; J. Butcher.

H. S. FRANCIS,

Acting Under Secretary for Lands.

ROAD DISTRICTS ACT, 1919-1951.

Department of Lands and Surveys,
Perth, 3rd February, 1954.

IT is hereby declared that the undermentioned lands have been set apart, taken, or resumed under section 17 of the Public Works Act, 1902-1950, for the purpose of new roads, that is to say:—

Gascoyne-Minilya.

5641/52.

Road No. 10936 (Deviation of Part). A strip of land, two chains wide, its Southern side leaving the South side of the present road at the North-East corner of Gascoyne Location 210 and extending (as delineated and coloured dark brown on O.P. 6016) Westward and South-Westward to and through reserve No. 610 to rejoin the North side of the present road on the North boundary of location 188. (Plan Locations near Carnarvon.)

Kondinin.

2721/53.

Road No. 10922 (Deviation of Part). A strip of land, one chain wide (unsurveyed), its Eastern side leaving the present road at the North-East corner of Roe Location 1482 (reserve 8390) and extending Southward inside and along the Eastern boundary of said location to its South-East corner and continuing Southward outside and along part of the Western boundary of location 1479 to its South-West corner; thence South-Westward to the North boundary of location 1470 to junction with a surveyed road passing through the location. (Plan 346/80, C3.)

Kulin.

6279/49.

Road No. 10955. A strip of land, two chains wide, widening at its terminus, commencing at the North-East corner of Avon Location 27350 and extending (as surveyed) Southward along the Easternmost boundary of the location to its South-Easternmost corner; thence (as delineated and coloured dark brown on O.P. 6088) South-Westward through Williams Location 14407 to a North-East corner of location 13070; thence (as surveyed) Southward along the Easternmost boundary of said location 13070 to a surveyed road at its South-East corner. 10a. 1r. being resumed from Williams Location 14407. (Plan 376/80, D2.)

Kulin.

6846/49.

Road No. 10956. A strip of land, one chain wide, widening in parts, commencing at the South-East corner of Avon Location 23495 and extending (as shown on O.P. 6111) Northward along the Eastern boundary of the location to its North-East corner; thence Eastward and Northward along part of the Southern and Eastern boundaries of location 27386 to the North-East corner of the lastmentioned location. 8 perches being resumed from Avon Location 25814. (Plan 376/80, C2.)

Kununoppin-Trayning.

1872/46.

Road No. 10930 (Deviation of Part). A strip of land, one chain wide, its South-Eastern side leaving the North side of the present road at a point on the South boundary of Avon Location 20436, situate 6 chains 88.6 links from its South-East corner and extending (as delineated and coloured dark brown on Lands and Surveys Diagram 62510) North-Eastward through said location 20436 to rejoin the present road on its East boundary. 1a. 2r. 2.9p. being resumed from Avon Location 20436. (Plan 34/80, B1.)

Victoria Plains.

10385/11, Vol. 2.

Road No. 7817 (Widening of Parts). (a) That part of Melbourne Location 935 as delineated and coloured dark brown on Lands and Surveys Diagram 62732. 8a. 2r. 37p. being resumed from Melbourne Location 935.

(b) That part of lot M 2018 of Melbourne Location 935 (L.T.O. Diagram 14755) bounded by lines commencing at the North-Western corner of said lot and extending 112 deg. 58 min. 1 chain; thence 236 deg. 22 min. 1 chain 10.1 links and 359 deg. 45 min. 1 chain to the starting point. (Lands and Surveys Diagram 62733). 7.3 perches being resumed from Melbourne Location 935.

(Plan 32/80, A1.)

Plans and more particular descriptions of the land so set apart, taken, or resumed may be inspected at the Department of Lands and Surveys, Perth.

By order of His Excellency the Governor,

E. K. HOAR,
Minister for Lands.

LAND ACT, 1933-1953.

Special Settlement Lands.

Esperance District.

Part V—Divisions 1 and 4.

OPEN WEDNESDAY, 3rd MARCH, 1954.

Department of Lands and Surveys,
Perth, 3rd February, 1954.

Corres. No. 2465/53.

IT is hereby notified, for general information, that the undermentioned land has been set apart for the purposes of Special Settlement, pursuant to the provisions of Part V (Divisions 1 and 4) of the Land Act, 1933-1953, and subject to the regulations of the said Act as modified by the special conditions set out hereunder.

Such land is available at the prices and further conditions shown in the Schedule below.

Applications should be lodged at the Department of Lands and Surveys, Perth, on or before Wednesday, 3rd March, 1954, accompanied by the required deposit as shown in the Schedule.

All applications received on or before the above date will be treated as having been received on the closing day and in the event of there being more applications than one for any particular location, the application to be granted will be decided by the Land Board.

Special Conditions.

(a) The maximum area allowed to be selected by any one person is limited to 2,500 acres.

(b) The selector or his agent must take up residence within one year from the date of approval and make it his habitual residence for the following five years.

(c) After the first year the selector shall clear, cultivate and lay down in pastures one-tenth of the area each year for the next succeeding four years; such clearing, cultivation and pastures shall be properly maintained.

Schedule.

Location, Area, Price Per Acre, Deposit
Required.

Esperance 375 (a), (b); 54a.; 2s. (ex survey fee); £4 3s. 9d.

Esperance 535 (a); 160a.; 5s. 3d. (inc. survey fee); £1 7s. 11d.

Esperance 564 (a), 565 (a), 832 (a), 833 (a); 160a., 160a., 246a., 426a. 3r. 3p. respectively; 4s. 3d. (including survey fee) (as one holding); £1 19s. 2d.

Esperance 591 (a), 784 (a), 915 (a); 150a., 110a., 235a. 0r. 4p., respectively; 5s. 9d. (including survey fee) (as one holding); £1 13s. 6d.

Esperance 810 (a), (b); 1,079a. 0r. 29p.; 3s. (ex survey fee); £11 10s.

Esperance 811 (a); 683a.; 3s. (ex survey fee); £1 18s.

Esperance 835 (a); about 281a.: 5s. 3d. (including survey fee); £1 10s. 6d.

Esperance 925 (a); 2,027a. 1r. 1p.; 4s. (including survey fee); £2 10s.

Esperance 1337 (a); 286a. 3r. 30p.; 4s. 6d. (including survey fee); £1 10s. 6d.

Esperance 1431 (c); 2,405a. 3r. 2p.; 3s. (ex survey fee); £2 10s.

Dalyup A.A. Lot 44 (c); 106a.; 7s. 9d. (including survey fee); £1 7s. 11d.

Myrup A.A. Lot 3 (a); 107a.: 7s. 9d. (including survey fee); £1 7s. 11d.

Myrup A.A. Lots 5 (a) (c), 7 (a) (c); 105a., 91a. 3r. respectively; 5s. 6d. (including survey fee) (as one holding); £1 8s. 8d.

Myrup A.A. Lots 11 (a) (b), 13 (a) (b), 29 (a) (b), 15 (a) (b), 30 (a) (b), 17 (a) (b); 107a., 53a., 84a. 2r. 27p., 75a. 1r. 12p., 52a. 2r. 30p., 105a. 2r. respectively; 5s. 9d. (including survey fee) (as one holding); £1 13s. 6d.

(a) Subject to exemption from road rates for two years from date of approval of application.

(b) Subject to survey.

(c) Subject to payment for improvements.

(Plans 423 C and D/20, and 423/80, B., D. and E. 2 and 3.)

H. S. FRANCIS,
Acting Under Secretary for Lands.

LAND ACT, 1933-1953.

Special Settlement Lands.

Part V., Divisions 1 and 4.

OPEN WEDNESDAY, 3rd MARCH, 1954.

Department of Lands and Surveys,
Perth, 3rd February, 1954.

Corres. No. 82/54.

IT is hereby notified for general information that Plantagenet Location 5789, containing about 800 acres, has been set apart for the purpose of Special settlement, pursuant to the provisions of Part V (Divisions 1 and 4) of the Land Act, 1933-1953, and subject to the regulations of the said Act, as modified by the special conditions set out hereunder.

Such land is available subject to survey, classification, pricing, provision of any necessary roads and payment for improvements. Application should be lodged at the Department of Lands and Surveys, Perth, on or before Wednesday, 3rd March, 1954, accompanied by a deposit of £10.

All applications received on or before that date will be treated as having been received on the closing day and in the event of there being more applications than one, the application to be granted will be decided by the Land Board.

Special Conditions.

(a) Applications are limited to areas not exceeding 800 acres in all with a maximum area of 500 acres of cultivable land suitable for establishing pasture (provided that where a location is surveyed to contain more than the above areas, then such location may be selected by any one person).

(b) One-fifth of the cultivable area must be cleared within three years and two-fifths within five years from the date of inception of the lease. Such clearing must be at a stage sufficient to establish pasture.

(c) Nine-tenths of the cleared area must be sown to pasture with superphosphate within 15 months of clearing. (Plan 451A/40, C2; 451B/40, D2.)

H. S. FRANCIS,
Acting Under Secretary for Lands.

PERTH TOWN HALL AGREEMENT ACT, 1953.

Lands and Surveys Department,
Perth, 27th January, 1954.

PURSUANT to the provisions of clause 9 of the Agreement being the schedule referred to in section 2 of the Perth Town Hall Agreement Act, 1953, the duly executed agreement made between His Excellency the Governor on behalf of the State of the one part and the City of Perth of the other part, is published in the Schedule hereunder.

H. S. FRANCIS,
Acting Under Secretary for Lands.

The Schedule.

An Agreement made under seal this 20th day of November, one thousand nine hundred and fifty-three, between His Excellency Lieutenant-General Sir Charles Henry Gairdner, Knight Commander of the Most Distinguished Order of Saint Michael and Saint George, Companion of the Most Honourable Order of the Bath, Commander of the Most Excellent Order of the British Empire, Governor in and over the State of Western Australia and its dependencies in the Commonwealth of Australia, for and on behalf of the Crown in right of the State Government of Western Australia (in this agreement called "the State Government") of the one part, and the City of Perth, a body corporate constituted pursuant to the provisions of the Municipal Corporations Act, 1906-1951, having its office and principal place of business at Murray Street, Perth, in the State of Western Australia (in this agreement with its successors and assigns called "the City of Perth") of the other part.

Whereas:

(1) By virtue of the provisions of the Perth Town Hall Act, 1950 (in this agreement called "the Act") it is provided that the parties may execute and carry into effect an agreement for the purposes set out in section two of the Act and on such terms and conditions as may be agreed between the parties.

(2) The parties made and executed an agreement dated the 26th day of March, 1952, which was published in the *Government Gazette* dated the 10th day of April, 1952 (in this agreement called "the principal agreement").

(3) Since the passing of the Act and the publication of the principal agreement it has been discovered by the parties and it is agreed between them—

(a) That the land described in the First Schedule to this agreement was inadvertently omitted from the Fourth Schedule to the Act and consequently omitted from clauses four and seven of the principal agreement.

(b) That the land which is required by the City of Perth for widening Wellington Street and described in the Second Schedule to this agreement was inadvertently included in the Fourth Schedule to the Act and consequently wrongly included in clauses four and seven of the principal agreement.

- (c) That when the Kensington Hotel which is erected on portion of Perth Town Lot W85 was resumed by the State on the 16th day of March, 1951, a strip of the said lot twenty-four feet wide fronting Wellington Street, Perth, which is required by the City of Perth for the purpose of widening that street was included in the resumption.
- (d) That the City of Perth will on or before the 30th day of June, 1954, surrender to Her Majesty the land described in the Third Schedule to this agreement.
- (e) That the State Government will vest in the City of Perth the land described in the Fourth Schedule to this agreement when the building known as the Kensington Hotel is demolished or removed.
- (4) The parties hereto desire—
- (i) That the Fourth Schedule of the Act and clauses four and seven of the principal agreement be amended by including therein the land described in the First and Third Schedules to this agreement and excluding therefrom the land described in the Second Schedule to this agreement.
- (ii) That the portions of Perth Town Lot W85 more particularly described in the Fourth Schedule to this agreement be vested, when the building known as the Kensington Hotel is demolished or removed, in the City of Perth for the purpose of widening Wellington Street and for the purpose of truncating the corner of Wellington and Lord Streets.
- (iii) That this agreement be approved, ratified and confirmed by Parliament.

Now this agreement witnesseth and it is agreed:

1. That the land described in the First and Third Schedules hereto shall be deemed to have been included in the Fourth Schedule of the Act and in clauses 4 and 7 of the principal agreement and that the Act and the principal agreement shall be read and construed as if such land had been so included.
2. That the land described in the Second Schedule hereto shall be deemed to have been excluded from the Fourth Schedule to the Act and from clauses 4 and 7 of the principal agreement and that the Act and the principal agreement shall be read and construed as if such land had been so excluded.
3. That the whole of the land more particularly delineated and coloured green and brown in the plan in the Fifth Schedule to this agreement is deemed to be the land which by force of the Act and the City of Perth shall surrender to Her Majesty.
4. That when the building known as the Kensington Hotel is demolished the State Government shall vest in the City of Perth for the purpose of widening Wellington Street and for the purpose of truncating the corner of Wellington and Lord Streets the portions of Perth Town Lot W85 more particularly described in recital 4 (ii) of this agreement.
5. Clause 4 of the principal agreement is varied by substituting the words "One thousand nine hundred and fifty-four" for the words "One thousand nine hundred and fifty-two."
6. Clause 11 of the principal agreement is varied by substituting for the word "hereto" the words "to the Act."
7. That the provisions of this and the principal agreement may from time to time be varied by agreement in writing between the parties so long as such variation shall not constitute a material or substantial alteration of the rights or obligations of either party under this or the principal agreement.
8. Subject to the variations herein contained and such other alterations (if any) as may be necessary to make the principal agreement consistent with

these presents the principal agreement shall remain in force and effect and shall be read and construed and be enforceable as if the terms of these presents were inserted therein by way of addition or substitution as the case may be.

9. That the State Government shall take the necessary steps to have this agreement approved, ratified and confirmed by Parliament and published in the *Government Gazette* as soon as possible.

First Schedule.

Perth Town Lot W114 being Reserve No. 11417 (Municipal Purposes) and vested in the City of Perth (*Gazette*, 22nd May, 1908).

So much of Perth Town Lot W112 as is coloured green on diagram 5791 and being the whole of the land comprised in Certificate of Title Volume 812 Folio 153.

Perth Town Lot W112 less portion transferred and being the balance of the land remaining in Certificate of Title Volume 3 Folio 118.

Perth Town Lot W86 and part of Perth Town Lot W37 being the whole of the land comprised in deposited diagram 1033 and being the whole of the land comprised in Certificate of Title Volume 368 Folio 48.

Portion of Perth Town Lot W60 the subject of diagram 3832 and being the whole of the land comprised in Certificate of Title Volume 577 Folio 88.

Perth Town Lot W66 the subject of diagram 3771 and being the whole of the land comprised in Certificate of Title Volume 571 Folio 157.

All of which land is that portion of the land coloured green on the plan in the Fifth Schedule to this agreement which lies North of Moore Street.

Second Schedule.

All those pieces of land being portions of Perth Town Lots W81, W82, W83 and W84 and being those portions between Wellington Street and the building line declared under the Municipal Corporations Act, 1906-1951, and the City of Perth Act, 1925 (*Government Gazette*, 19/7/40) and being portion of the land comprised respectively in Volume 513/10 Volume 950 Folio 98, Volume 115 Folio 179, Volume 271 Folio 44, Volume 526 Folio 121 to be used by the City of Perth for the purpose of widening Wellington Street.

Which said portions are more particularly delineated and coloured pink on the plan in the Fifth Schedule to this agreement.

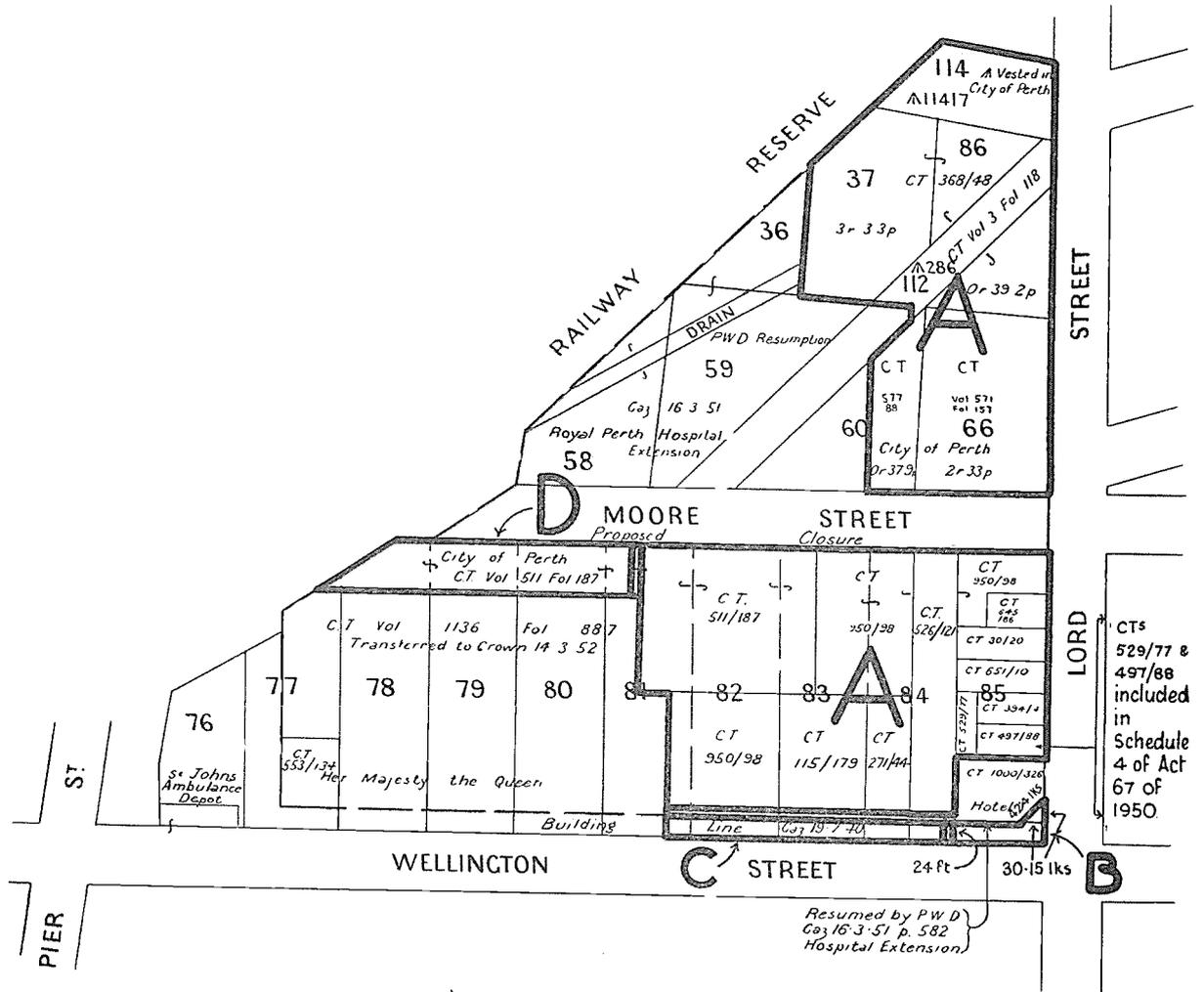
Third Schedule.

Portions of Perth Town Lots W77, W78, W79, W80, W81 being the portion of the land comprised in Certificate of Title Volume 511 Folio 187, which portion is more particularly delineated and coloured brown in the plan in the Fifth Schedule to this agreement.

Fourth Schedule.

That portion of Perth Town Lot W85 fronting Wellington Street, Perth, being a strip of land between the Northern boundary of Wellington Street and the building line declared under the Municipal Corporations Act, 1906-1951, and the City of Perth Act, 1925 (*Government Gazette*, 19th July, 1940) also that portion of Perth Town Lot W85 which is required for the truncation of the corner of Wellington and Lord Streets. Which portions are more particularly delineated and coloured yellow on the plan in the Fifth Schedule to this agreement.

Fifth Schedule.
(See Map attached.)



Areas marked A coloured green.
Area marked B coloured yellow.

Area marked C coloured red.
Area marked D coloured brown.

In witness whereof His Excellency the Governor of the State of Western Australia and its dependencies for and on behalf of Her Majesty and the Government of Western Australia has hereunto set his hand and the seal of the said State and the City of Perth hath hereunto set its seal the day and year first abovementioned.

CHARLES GAIRDNER.

[L.S.]

Signed by His Excellency Lieutenant-General Sir Charles Henry Gairdner, Knight Commander of the Most Distinguished Order of Saint Michael and Saint George, Companion of the Most Honourable Order of the Bath, Commander of the Most Excellent Order of the British Empire, Governor in and over the State of Western

Australia and its dependencies in the Commonwealth of Australia, and sealed with the Public Seal of the said State in the presence of—

P. L. Sparrow,
Acting Assistant Under Secretary,
Premier's Department.

[L.S.]

The Common Seal of the City of Perth was hereto affixed in the presence of—

J. Totterdell,
Lord Mayor.
W. A. McI. Green,
Town Clerk.

LAND OPEN FOR SELECTION.

Perth Land Agency.

Department of Lands and Surveys,
Perth, 3rd February, 1954.

IT is hereby notified, for general information, that the areas scheduled hereunder are available for selection under Part V. of the Land Act, 1933-1953, and the regulations appertaining thereto, subject to the provisions of the said Act.

Applications must be lodged at the Department of Lands and Surveys, Perth, not later than the date specified, but may be lodged before such date, if so desired.

All applications lodged on or before such date will be treated as having been received on the closing day, and if there are more applicants than one for any block, the application to be granted will be determined by the Land Board. Should any lands remain unselected such will continue available until applied for or otherwise dealt with.

If a Land Board sitting becomes necessary, the applicants for the blocks will be duly notified of the date, time, and place of the meeting of the Board, and there shall be an interval of at least seven days between the closing date and the sitting of the Board.

All marketable timber, including sandalwood and mallet, is reserved to the Crown, subject to the provisions of Clause 14 of the Regulations.

OPEN ON AND AFTER WEDNESDAY, 3RD MARCH, 1954.

Location No.	Area.	Price per Acre.	Plan.	Corres. No.	Classification File.	Deposit Required.
Plantagenet 6034 (a)	a. r. p. 500 0 0	£ s. d. Subject to pricing	451 C/40 E.4	4517/53	Subject to classification	£ s. d. 7 15 0
Plantagenet 6035 (a)	430 0 0	Subject to pricing	451 C/40 E.4	4517/53	Subject to classification	7 15 0

(a) Subject to survey, classification, pricing and the provision of necessary roads.

H. S. FRANCIS,
Acting Under Secretary for Lands.

ROAD DISTRICTS ACT, 1919-1951.

WHEREAS L. T. Toovey, S. T. Vernon, F. J. Thomson and J. F. P. Thomson, being the owners of land over or along which the undermentioned roads in the Cranbrook Road District pass, have applied to the CRANBROOK Road Board to close the said roads, which are more particularly described hereunder, that is to say:—

1955/35.

C.490. (a) The surveyed road through Kojonup Locations 2722, 7191, 7192 and along the Southern boundary of location 7193, from the Boyup Brook-Cranbrook Road on the West boundary of location 2722 to a South-East corner of location 7193 (excluding the surveyed road on the East boundary of location 7191).

(b) The surveyed road along the North-Western boundaries of Kojonup Locations 7153, 6510, 5880 and 5668, from the East boundary of location 8965 to the Boyup Brook-Cranbrook Road on the North-Eastern boundary of location 5668.

(c) The surveyed road along the Westernmost boundary of Kojonup Location 5520, from the North boundary of location 8965 to the Boyup Brook-Cranbrook Road at the North corner of location 5520.

(d) The surveyed road through Kojonup Location 7193, from the road described in paragraph (c) above to the Boyup Brook-Cranbrook Road within the location.

(Plan 437C/40, D and E4.)

WHEREAS W. W. Parsons, G. Falls, C. E. Slee, A. F. B. Slee, P. C. Slee, H. J. Kelly and J. H. Trefort, being the owners of land over or along which the undermentioned roads in the Cuballing Road District pass, have applied to the CUBALLING Road Board to close the said roads, which are more particularly described hereunder, that is to say:—

3437/21.

C.491. (a) The surveyed road along the North boundary of Williams Location 1678, and to and along the North and East boundaries of location 6104 and part of the North boundary of location 1675; from road No. 1242 at the North-West corner of location 1678 to the North-East corner of location 1675.

(b) The surveyed road along the East boundary of Williams Location 1678; from the South-East corner of the location to the road described in paragraph (a) above at its North-East corner.

(c) The surveyed road along the North boundary of Williams Location 7643; from the North-West corner of the location to a surveyed road at its North-East corner.

(Plans 378D/40, C4; 385A/40, C1.)

WHEREAS S. W. Chester, J. C. Dempster and H. P. Dempster, being the owners of land over or along which the undermentioned roads in the Goomalling Road District pass, have applied to the GOOMALLING Road Board to close the said roads, which are more particularly described hereunder, that is to say:—

1202/52.

G.343. (a) The surveyed road through Avon Locations 6434 and 2786 and along the North-West boundary of location 2408, from a surveyed road on the South-West boundary of the firstmentioned location opposite the East corner of location 4129 to a surveyed road on the North-East boundary of location 2786 (excluding the surveyed road on the South-West boundary of location 2786).

(b) The surveyed road along the South-East boundary of Avon Location 6434, from a surveyed road at the Southern corner of the location to a surveyed road at its Eastern corner.

(c) The surveyed road along the North-Eastern and part of the North-Western boundaries of Avon Location 10581, from a surveyed road at the Eastern corner of the location to a surveyed road at the Southern corner of location 2786.

(Plan 27B/40, F2.)

WHEREAS D. A. Slater, M. M. Egan, N. M. Alexander, K. M. Slater, R. M. Stephens and J. A. Paterson, being the owners of land over or along which the undermentioned road in the Goomalling Road District passes, have applied to the GOOMALLING Road Board to close the said road, which is more particularly described hereunder, that is to say:—

8776/04.

G.347. The surveyed road through Avon Locations 18992 and 2753, from the South-Western boundary of location 6268 to a surveyed road on the Southern boundary of location 2753 (excluding road Nos. 2488 and 6983). (Plan 32C/40, F3 and 4.)

WHEREAS W. K. Weller, A. E. Weller and G. J. Douglas, being the owners of land over or along which the undermentioned roads in the Kojonup Road District pass, have applied to the KOJONUP Road Board to close the said roads, which are more particularly described hereunder, that is to say:—

1370/35.

K.409. (a) The whole of road No. 9948 and the surveyed road along the West boundary of Kojonup Location 8449 and a West and the North boundaries of location 7267, from road No. 9947 at the South-West corner of location 8449 to a surveyed road at the North-East corner of location 7267.

(b) The surveyed road along the Southernmost boundary of Kojonup Location 8930, the South and part of the West boundaries of location 6427 and the South boundary of location 6428, from the road described in paragraph (a) above at a South-East corner of location 8930 to road No. 8781 at the South-West corner of location 6428.

(Plan 437D/40, B and C3.)

WHEREAS the Minister for Lands, being the owner of land over or along which the undermentioned road in the Kondinin Road District passes, has applied to the KONDININ Road Board to close the said road, which is more particularly described hereunder, that is to say:—

2898/22.

K.414. The surveyed road, plus widenings, along the Northern boundary of Kondinin Lot 131 (Reserve 18530); from the Western alignment of Rankin Road to the Eastern alignment of road No. 7018 (Graham Street). (Plan Kondinin Town-site.)

WHEREAS W. G. Young, L. P. Muir and D. M. Muir, being the owners of land over or along which the undermentioned road in the Manjimup Road District passes, has applied to the MANJIMUP Road Board to close the said road, which is more particularly described hereunder, that is to say:—

508/16.

M.521. That part of road No. 5421 leaving road No. 4621 at the North-East corner of Nelson Location 701 and extending South along part of its East boundary; thence South-Eastward through State Forest No. 38 to the North-East corner of location 5243 and Southward along part of its East boundary and again through State Forest No. 38 to the North-West corner of location 3627. (Plan 443A/40, A2.)

WHEREAS J. Borlase and J. G. Borlase, being the owners of land over or along which the undermentioned roads in the Mukinbudin Road District pass, have applied to the MUKINBUDIN Road Board to close the said roads, which are more particularly described hereunder, that is to say:—

2227/48.

M. 520. (a) The whole of road No. 10601 through Ninghan Location 3015, from a surveyed road on a North boundary of location 3015 opposite the South-West corner of location 3878 to a surveyed road on the North boundary of location 2453.

(b) The surveyed road along an East and a North boundary of Ninghan Location 3015, from the surveyed road on the South boundary of location 3014 to the North-East corner of location 3015.

(Plans 66/80, F4; 55/80, F1.)

WHEREAS the Minister for Lands, being the owner of land over or along which the undermentioned road in the Nannup Road District passes, has applied to the NANNUP Road Board to close the said road, which is more particularly described hereunder, that is to say:—

12082/05, Vol. 2.

N.322. All that portion of road No. 2485 bounded by lines starting at a point on the Eastern side of that road situate in prolongation Easterly of

the Northern boundary of Nelson Location 8006 (reserve 17571) and extending 353 degrees 17 minutes 14 chains 29.7 links; thence 158 degrees 5 minutes 5 chains 22.1 links and 182 degrees 12 minutes 9 chains 37.2 links to the starting point. (O.P. 4984.) (Plan 414D/40, B4.)

WHEREAS the Minister for Lands, being the owner of land over or along which the undermentioned roads in the Rockingham Road District pass, have applied to the ROCKINGHAM Road Board to close the said roads, which are more particularly described hereunder, that is to say:—

3091/53.

R.28. (a) That part of road No. 4029 along the North and East boundaries of Cockburn Sound Location 57, the Easternmost boundary of location 200, parts of the North and East boundaries of location 617, part of the North and the East boundaries of location 96 and the East boundary of location 711; from the North-West corner of location 57 to road No. 3691 at the South-East corner of location 711.

(b) That part of road No. 6280, its Northern side leaving the Western side of road No. 789 on the Western boundary of Peel Estate Lot 1186 and extending Westward a distance of 26 chains 4.4 links.

(c) That part of road No. 789 along the West boundaries of Peel Estate Lots 1187, 1186, 1185, 1184, 1182 and 1181 and lot 1 of Cockburn Sound Location 16 (L.T.O. Plan 3950); from the North-West corner of said lot 1187 to road No. 313 at the South-West corner of said lot 1 (excluding road No. 3691).

(d) The surveyed road along the Eastern boundaries of Peel Estate Lots 1186, 1185, 1184 and 1183, lot 595 of Cockburn Sound Location 16 (L.T.O. Plan 3475) and lot 2 of said location 16 (L.T.O. Plan 3950), from the North-East corner of said lot 1186 to road No. 313 at the South-East corner of said lot 2 (excluding road No. 3691).

(e) The surveyed road along the South boundary of lot 3 of Cockburn Sound Location 16 (L.T.O. Plan 3950); from the road described in paragraph (d) above at the South-West corner of said lot 3 to a straight line drawn from the South-East corner of the lot to the North-East corner of lot 100 of said location 16 (L.T.O. Plan 3950).

(Plans 341A/40, B2; 341D/40, B3.)

WHEREAS the Minister for Lands, being the owner of land over or along which the undermentioned road in the Roebourne Road District passes, has applied to the ROEBOURNE Road Board to close the said road, which is more particularly described hereunder, that is to say:—

3124/53.

R.27. That part of Carnarvon Terrace, Roebourne, bounded by lines commencing at the South-West corner of lot 178 and extending Southward to a point on the Northern side of Withnell Street situate in prolongation Southward of the Eastern side of Roe Street; thence North-Eastward to the South-East corner of the lot and Westward along the Southern boundary of said lot to the starting point. (Plan Roebourne Town-site.)

And whereas such applications have been duly published in the *Government Gazette*:

And whereas the said Boards have assented to the said applications:

And whereas the Governor in Executive Council has confirmed the said assent:

It is hereby notified that the said roads are closed.

Dated this 3rd day of February, 1954:

H. S. FRANCIS,
Acting Under Secretary for Lands.

ROAD DISTRICTS ACT, 1919-1951.

WHEREAS the BASSENDEAN Road Board, by resolution passed at a meeting of the Board, held at Bassendean on or about the 11th day of September, 1946, resolved to open the road hereinafter described, that is to say:—

2506/24, Vol. 2.

Road No. 270 (Guildford Road—Widening of Part). That portion of lot 1 of Swan Location R (L.T.O. Diagram 1585) as delineated and coloured dark brown on Lands and Surveys Diagram 63026. (Plan Guildford Townsite.)

WHEREAS the CANNING Road Board, by resolution passed at a meeting of the Board, held at Cannington on or about the 17th day of November, 1948, resolved to open the road hereinafter described, that is to say:—

L. and S. 1919/23, Vol. 3; M.R.D. 493/48.

Road No. 122 (Albany Highway—Widening of Part). That portion of lots 37 and 38 of Canning Location 2 (L.T.O. Plan 1883) as delineated and coloured dark brown on Lands and Surveys Diagram 62618. (Plan 1D/20, S.E.)

WHEREAS the CHITTERING Road Board, by resolution passed at a meeting of the Board held at Moollabeenee on or about the 14th day of February, 1947, resolved to open the road hereinafter described, that is to say:—

8438/96, Vol. 2.

Road No. 1006 (Widening). That portion of lot M 1320 of Swan Location 1351 (L.T.O. Diagram 5591) as delineated and coloured dark brown on Lands and Surveys Diagram 62638. (Plan 28/80, D3.)

WHEREAS the CUBALLING Road Board, by resolution passed at a meeting of the Board, held at Cuballing on or about the 4th day of October, 1944, resolved to open the road hereinafter described, that is to say:—

1414/11.

Road No. 4085 (Widening of Part). That portion of Williams Location 1938 (as delineated and coloured dark brown on Lands and Surveys Diagram 62249). Plan 385A/40, B1.)

WHEREAS the MUNDARING Road Board, by resolution passed at a meeting of the Board held at Mundaring on or about the 11th day of May, 1951, resolved to open the road hereinafter described, that is to say:—

1990/28.

Road No. 10753 (Extension). A strip of land, one chain wide (widening as delineated and coloured dark brown on O.P. 5817), leaving the Eastern terminus of the present road near the North-West corner of Swan Location 1612 and extending (as surveyed) Southward to and along the Western boundaries of said location and locations 1549, 1885 and 2095 to the South-West corner of the last-mentioned location. (Plans 1B/20, S.W.; 1C/20, N.W.)

WHEREAS the WOODANILLING Road Board, by resolution passed at a meeting of the Board, held at Woodanilling on or about the 12th day of June, 1951, resolved to open the road hereinafter described, that is to say:—

L. and S. 3835/51, M.R.D. 438/51.

Road No. 10953. A strip of land, one chain wide (widening as delineated and coloured dark brown on Lands and Surveys Diagram 62862) commencing at the West corner of Kojonup Location 457 and extending (as surveyed) South-Eastward along the South-Western boundary of said location to a surveyed road at its South-West corner. (Plan 409C/40, E4.)

And whereas His Excellency the Governor, pursuant to section 17 of the Public Works Act, 1902-1950, by notices published in the *Government Gazette*, declared that the said lands had been set apart, taken, or resumed for the purpose of the said roads, and that plans of the said lands might be inspected at the Department of Lands and Surveys, Perth:

And whereas the said Board have caused a copy of the said notices to be served upon the owners and occupiers of the said lands resident within the State, or such of them as can with reasonable diligence be ascertained, either personally or by registered letter posted to their lastnamed places of abode:

And whereas the Governor in Executive Council has confirmed the said resolutions:

It is hereby notified that the lines of communication described above are roads within the meaning of the Road Districts Act, 1919-1951, subject to the provisions of the said Act.

Dated this 3rd day of February, 1954.

H. S. FRANCIS,
Acting Under Secretary for Lands.

PUBLIC WORKS TENDERS.

Tenders, closing at Perth, 2.30 p.m., on dates mentioned hereunder, are invited for the following. All tenders to be on a firm basis. Rise and Fall Clause will not apply.

Coolgardie Public Buildings—Repairs and Renovations (12349); 9th February, 1954; conditions may be seen at the Contractors' Room, P.W.D., Perth and Kalgoorlie, on and after 19th January, 1954.

Mundaring School and Quarters—Repairs and Renovations (12350); 9th February, 1954; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 26th January, 1954.

Boddington Police Station and Quarters—Completion of Erection (12351); 9th February, 1954; conditions may be seen at the Contractors' Room, P.W.D., Perth, and at Police Station, Boddington, on and after 26th January, 1954.

Perth Supreme Court Building—External Repairs and Renovations (12354); 9th February, 1954; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 26th January, 1954.

Bunbury Police Quarters—Repairs and Renovations (12355); 9th February, 1954; conditions may be seen at the Contractors' Room, P.W.D., Perth and Bunbury, on and after 26th January, 1954.

Midland Junction Police Station and Quarters—Repairs and Renovations and Sewerage Installation (12356); 9th February, 1954; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 26th January, 1954.

Narrogin School of Agriculture—Repairs and Renovations (12357); 9th February, 1954; conditions may be seen at the Contractors' Room, P.W.D., Perth and Narrogin, on and after 26th January, 1954.

Trayning School Quarters—Repairs and Renovations (12358); 9th February, 1954; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Merredin, and Police Station, Trayning, on and after 26th January, 1954.

Yaloo School and Quarters—Repairs and Renovations (12359); 9th February, 1954; conditions may be seen at the Contractors' Room, P.W.D., Perth and Geraldton, and Police Station, Yaloo, on and after 26th January, 1954.

G.W.S. No. 4 Pumping Station—Additions (12360); 16th February, 1954; conditions may be seen at the Contractors' Room, P.W.D., Perth and Merredin, on and after 2nd February, 1954.

Corrigin Hospital—New Mortuary (12361); 16th February, 1954; conditions may be seen at the Contractors' Room, P.W.D., Perth and Narrogin, and Police Station, Corrigin, on and after 2nd February, 1954.

Wongan Hills School Quarters—Removal from Chandler (12362); 16th February, 1954; conditions may be seen at the Contractors' Room, P.W.D., Perth and Merredin, and Police Station, Wongan Hills, on and after 2nd February, 1954.

Dwellingup Hospital—New Fire Service (12363); 16th February, 1954; conditions may be seen at the Contractors' Room, P.W.D., Perth, Courthouse, Pinjarra, and Police Station, Dwellingup, on and after 2nd February, 1954.

Mullewa Police Station—New Quarters Erection (12364); 16th February, 1954; conditions may be seen at the Contractors' Room, P.W.D., Perth and Geraldton, and Police Station, Mullewa, on and after 2nd February, 1954.

Williams Hospital—Additions and Septic Tank Installation (12365); 16th February, 1954; conditions may be seen at the Contractors' Room, P.W.D., Perth and Narrogin, and Police Station, Williams, on and after 2nd February, 1954.

Geraldton Hospital—Hot Water Service (12366); 16th February, 1954; conditions may be seen at the Contractors' Room, P.W.D., Perth and Geraldton, on and after 2nd February, 1954.

Boddington Police Station and Quarters—Completion of Erection (12351); 16th February, 1954; conditions may be seen at the Contractors' Room, P.W.D., Perth, and at Police Station, Boddington, on and after 26th January, 1954.

Narrogin School of Agriculture—Repairs and Renovations (12357); 16th February, 1954, conditions may be seen at the Contractors' Room, P.W.D., Perth and Narrogin, on and after 26th January, 1954.

Merredin Hospital—Mechanical Ventilation and Hood to Slow Combustion Cooker (12368); 23rd February, 1954; conditions may be seen at the Contractors' Room, P.W.D., Perth and Merredin, on and after 9th February, 1954.

Kalgoorlie Police Station—Repairs and Renovations (12369); 23rd February, 1954; conditions may be seen at the Contractors' Room, P.W.D., Perth and Kalgoorlie, on and after 9th February, 1954.

Waroona Irrigation Offices and Quarters—Septic Tank Installation (12370); 23rd February, 1954; conditions may be seen at the Contractors' Room, P.W.D., Perth, Pinjarra Courthouse, and Waroona Water Supply Office, on and after 9th February, 1954.

Wickepin School and Quarters—Repairs and Renovations (12371); 23rd February, 1954; conditions may be seen at the Contractors' Room, P.W.D., Perth and Narrogin, and Police Station, Wickepin, on and after 9th February, 1954.

Coomberdale School and Quarters—Repairs and Renovations (12372); 23rd February, 1954; conditions may be seen at the Contractors' Room, P.W.D., Perth, and at Police Station, Moora, on and after 9th February, 1954.

Marvel Loch School and Quarters—Repairs and Renovations (12373); 23rd February, 1954; conditions may be seen at the Contractors' Room, P.W.D., Perth and Merredin, on and after 9th February, 1954.

Merredin Courthouse—Repairs and Renovations (12374); 23rd February, 1954; conditions may be seen at the Contractors' Room, P.W.D., Perth and Merredin, on and after 9th February, 1954.

Narembeen School and Quarters—Repairs and Renovations (12375); 23rd February, 1954; conditions may be seen at the Contractors' Room, P.W.D., Perth and Merredin, and at Police Station, Narembeen, on and after 9th February, 1954.

G.W.S. No. 4 Pumping Station—Additions (12377); 23rd February, 1954; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Merredin, on and after 2nd February, 1954.

Royal Perth Hospital—Second Section—Supply and Installation of x-Ray Units, etc. (12376); 2nd March, 1954; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 9th February, 1954.

Kalgoorlie School—Household Management Centre—Repairs and Renovations (12378); 2nd March, 1954; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Kalgoorlie, on and after 16th February, 1954.

Perenjori Police Station and Quarters—Repairs and Renovations (12379); 2nd March, 1954; conditions may be seen at the Contractors' Room, P.W.D., Perth, and at Police Station, Perenjori, on and after 16th February, 1954.

Wagin School—Conversion of Classrooms to Manual Training Centre (12380); 2nd March, 1954; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Narrogin, and Courthouse, Wagin, on and after 16th February, 1954.

New Perth Chest Hospital, Hollywood—Installation of Lifts (12367); 16th March, 1954; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after the 9th February, 1954.

Tenders, together with the prescribed deposit, are to be addressed to "The Hon. the Minister for Works, Public Works Department, The Barracks, St. George's Place, Perth," and must be indorsed "Tender." The highest, lowest or any tender will not necessarily be accepted.

R. J. BOND,
Under Secretary for Works.

5/2/54.

METROPOLITAN WATER SUPPLY, SEWERAGE AND DRAINAGE DEPARTMENT.

M.W.S. 1792/53.

NOTICE is hereby given, in pursuance of section 96 of the Metropolitan Water Supply, Sewerage and Drainage Act, 1909, that water mains have been laid in the undermentioned streets in the districts indicated.

Midland Junction Municipality.

1373/49—Ewart Street, from lot 328 to lot 322—Southerly.

Perth Municipality.

2186/53—Swansea Street, from lot 13 to Milford Street—North-Westerly.

2129/53—Peebles Road, from lot 784 to lot 786—Easterly.

1835/53—Peebles Road, from lot 774 to lot 784—Easterly.

1929/53—Loch Street, from lot 54 to lot 56—Westerly.

Bayswater Road District.

2041/53—The Strand, from lot 625 to lot 621—North-Westerly.

170/52—Coode Street, from Walter Road to lot 45—South-Easterly.

775/52—Drake Street, from Walter Road to lot 83—South-Easterly. Coode Street, from lot 27 to lot 45—South-Easterly. Rudloc Road, from Drake Street to lot 1129—North-Easterly. P.W.D. Reserve, from Drake Street to Coode Street—South-Westerly.

Melville Road District.

1970/53—Halse Crescent, from lot 53 to lot 52—South-Easterly.

2173/53—Zenobia Street, from Justinian Street to lot 1100—Westerly.

Perth Road District.

2179/53—Huntriss Road, from lot 88 to lot 87—Southerly.

1960/53—Tyler Street, from Cape Street to lot 3—Northerly.

1883/53—Flinders Street, from McDonald Street to lot 6—Southerly.

1523/53—Ewen Street, from lot 533 to lot 687—Easterly. Weaponess Road, from Ewen Street to lot 519—Northerly. St. Brigids Terrace, from Weaponess Road to lot 541—North-Westerly. Millcrest Street, from Hayburn Street to Danby Street—Easterly. Danby Street, from Millcrest Street to Ewen Street—Northerly.

South Perth Road District.

2135/53—Westbury Road, from lot 36 to Hovea Terrace—South-Westerly.

And the Minister for Water Supply, Sewerage and Drainage is, subject to the provisions of the Act, prepared to supply water from such mains to lands within rateable distance thereof.

Dated this 5th day of February, 1954.

B. J. CLARKSON,
Under Secretary.

METROPOLITAN WATER SUPPLY, SEWERAGE AND DRAINAGE ACT, 1909-1941.

By-laws—Order Restricting the Use of Water.
(By-law 283A.)

I, JOHN TREZISE TONKIN, Minister for Water Supply, Sewerage and Drainage, acting in exercise of the power conferred upon me by by-law 283A of the by-laws made and in force under the Metropolitan Water Supply, Sewerage and Drainage Act, 1909-1941, and on the advice of the Under Secretary for Metropolitan Water Supply, Sewerage and Drainage, that in order to conserve the water supply some restriction of the use of water by consumers is necessary, do hereby order as follows:—

1. As from and including the 4th day of February, 1954—

- (a) no person shall use water supplied under the Act in any place for watering any private lawn or garden within the Metropolitan Water Supply, Sewerage and Drainage Area as constituted under the said Act, that is to say the Metropolitan Area lying between Greenmount and Fremantle (both inclusive) and Armadale by means of any mechanical or fixed sprinkler or fixed hose except between the hours of 6 a.m. and 8 a.m., and between the hours of 7 p.m. and 9 p.m., but watering of private lawns and gardens by hose held in the hand is permitted at any time;
- (b) no local authority or other body shall use water supplied under the Act on any day for watering gardens or grass plots in the streets within the Metropolitan Area by means of any mechanical or fixed sprinkler or fixed hose, except between the hours of 8 a.m. and 12 noon. Watering by hose held in the hand is permitted at any time.
- (c) This order does not apply to market gardens, nurseries, bowling greens and tennis courts.

2. This order shall continue in full force and operation until revoked by a subsequent order made by me under the said by-law 283A.

Dated this 3rd day of February, 1954.

(Sgd.) J. T. TONKIN,
Minister for Water Supply,
Sewerage and Drainage.

Note.—Any person (local authority or other body) who in any respect contravenes this order will be guilty of an offence against the by-laws made under the said Act and be liable to prosecution accordingly.

MUNICIPAL CORPORATIONS ACT, 1906-1951.

Municipality of Northam.

Notice of Intention to Borrow.

Proposed Loan No. 41—£2,770.

NOTICE is hereby given that at a meeting of the Council held on the 12th November, 1953, it was resolved to borrow the sum of £2,770 to liquidate the balance of principal money of loan No. 34 which was raised in 1938.

All particulars of the proposed expenditure of the money to be borrowed are available to the ratepayers at the municipal offices during office hours for a period of one month from publication of this notice.

The amount of £2,770 is proposed to be raised by the sale of debentures repayable with interest by 30 half-yearly instalments over a period of 15 years after the date of issue thereof in lieu of the formation of a sinking fund. The debentures shall bear interest at a rate not exceeding $4\frac{1}{2}$ per cent. per annum ($4\frac{1}{2}$ per cent.), payable half-yearly. The amount of the said debentures and interest thereon is to be paid at the office of the Commonwealth Bank, Northam.

Dated this 24th day of December, 1953.

R. B. JAMES,
Mayor.
N. J. D. RIDGWAY,
Town Clerk.

MUNICIPALITY OF YORK.

Notice of Intention to Borrow.

Proposed Loan No. 23—£4,000.

NOTICE is hereby given that the Council of the Municipality of York proposes to borrow the sum of £4,000 (four thousand pounds) to be expended on the following works:—The purchase of road-making equipment, being one Greyhound grader and a Hough front-end loader.

Plans and specifications of the said works and undertakings and an estimate of the cost thereof and a statement showing the proposed expenditure of the money to be borrowed, have been prepared and will be open for inspection at the office of the Council of the Municipality of York, at the Town Hall, York, for one month from the publication hereof, from 10 o'clock in the forenoon to 4 o'clock in the afternoon on every day except Saturdays and Sundays.

The said amount of £4,000 is proposed to be raised by the sale of debentures, bearing interest at a rate not exceeding $4\frac{1}{2}$ per centum per annum. The said debentures with interest will be repayable by 16 equal half-yearly instalments over a period of eight years from the date of the issue thereof, in lieu of the formation of a sinking fund. The moneys due on such debentures will be paid half-yearly at the Commonwealth Bank of Australia, Perth.

Dated the 15th day of January, 1954.

A. F. NOONAN,
Mayor.
D. C. FIELD,
Town Clerk.

COLLIE COALFIELDS ROAD BOARD.

Loan No. 21.

Notice of Intention to Borrow—Proposed Loan
£15,000.

NOTICE is hereby given that the Collie Coalfields Road Board proposes to borrow the sum of fifteen thousand pounds (£15,000) to be expended on works and undertakings in the Collie Coalfields Road Board District. The said works and undertakings being the bitumen surfacing of roads and footpaths.

Particulars showing the proposed expenditure of money to be borrowed are open for inspection by ratepayers at the office of the Board during office hours for one month after the publication of this notice.

The amount of £15,000 is proposed to be raised by the sale of debentures repayable with interest by 40 equal half-yearly instalments over a period of 20 years after the issue thereof in lieu of the formation of a sinking fund. The debentures shall bear interest at a rate not exceeding $4\frac{1}{2}$ per centum per annum, payable half-yearly. The amount of the said debentures and interest thereon will be paid at the office of the Board.

The works and undertakings for which the loan is proposed to be raised will, in the opinion of the Board, be of benefit to a portion of the Collie Coalfields Road Board District as defined in the

Government Gazette of the 2nd March, 1951, pages 468 and 469, and any loan rate applicable to such loan will be levied over the whole of the rateable land within the Town, South and West Wards.

Dated the 20th day of January, 1954.

F. D. N. MACNISH,
Chairman.

R. C. H. HOUGH,
Secretary.

ROAD DISTRICTS ACT, 1919-1951.

Nannup and Balingup Road Districts.
Alteration of Common Boundary—Notice
of Intention.

Department of Local Government,
Perth, 23rd November, 1953.

L.G. 3569/52 and 35/53.

IT is hereby notified, for general information, that it is the intention of His Excellency the Governor, under the provisions of the Road Districts Act, 1919-1951, to alter the common boundary between the Balingup Road District and the Nannup Road District by severing Nelson Locations 1231 and 5259, situated within the Nannup Road District, and annexing them to the Balingup Road District.

Plan showing the proposed alteration may be seen at the Local Government Office, 776 Hay Street, Perth.

(Sgd.) G. FRASER,
Minister for Local Government.

TOWN PLANNING AND DEVELOPMENT ACT, 1928.

Manjimup Town Planning Scheme.
Amendments and Amplification.

T.P.B. 97/53, Vol. 23.

IN pursuance of the resolution of the Manjimup Road Board, dated the 11th day of April, 1953, it is hereby notified, for general information, in accordance with the regulations, the undermentioned works are planned and projected and regulations made for their execution and enforcement subject to the provisions of the Act.

Work 11.

Extension of Business Area.

Notwithstanding anything to the contrary contained in the scheme, gazetted on 25th March, 1938, the business area of the scheme is extended to include that portion of railway land edged brown on the sealed plan of this amended and amplified scheme, being an area having a frontage parallel to Giblett Street and known as railway lots 23 to 39, both inclusive, as recorded on the sealed plan.

Regulation.

The land described in Work 11 may be used for business premises comprising lock-up shops. Such premises to have brick, stone or concrete walls and to comply with the regulation under the scheme controlling building, page 450 of the *Government Gazette* dated 25th March, 1938, and the Health Act, 1911-1948.

The business premises herein referred to are to have a continuous facade as far as levels permit and may not be used for residential purposes.

Any objections to the proposed amendment should be sent in writing to the Secretary, Manjimup Road Board, on or before the 12th February, 1954.

M. DUNN,
Secretary.

THE STATE ELECTRICITY COMMISSION OF WESTERN AUSTRALIA.

IT is hereby notified that on the 26th January, 1954, His Excellency the Governor in Executive Council was pleased to approve of an easement in gross over that land subject to Certificates of Title as shown in the Schedule annexed hereto for the

purpose of erection, construction, and maintenance of the State Electricity Commission's transmission lines, such easements being in accordance with the provisions of Section 33A of the Public Works Act No. 23 of 1950.

J. G. BLOCKLEY,
Secretary.

Schedule of Certificates of Title Referred to.
Volume 172, Folio 151.
Volume 218, Folio 30.
Volume 243, Folio 98.
Volume 257, Folio 52.
Volume 262, Folio 155.
Volume 486, Folio 141.
Volume 686, Folio 61.
Volume 1089, Folio 860.
Volume 1143, Folio 262.

WESTERN AUSTRALIAN TRANSPORT BOARD.

Perth, 2nd February, 1954.

THE following amendments of and additions to omnibus services are hereby notified for public information:—

Service No. 160—Midland Junction—Swan View.
Operator—Beam Transport Ltd.

Extension of service from Swan View Railway Station along Swan Road to Rocky Pool; return by same route.

Service No. 206—Inter-suburban Route.

Operator—United Buses Pty. Ltd.

Extension of service from the intersection of Jutland Parade and Adelma Road, Dalkeith, along Jutland Parade, Victoria Avenue and Bay View Terrace to its junction with Gugeri Street, Claremont; return by same route.

Service No. 274—Perth-Cape Street via French Street and Powell Street.

Operator—Scarborough Bus Service Pty. Ltd.

Extension of service from the junction of Stoneham Street and Lawley Street, Osborne Park, Westwards along Lawley Street and Northwards along York Street to its intersection with Royal Street; return by same route.

Service No. 276—Perth-Cape Street via Osborne Street.

Operator—Scarborough Bus Service Pty. Ltd.

Extension of service from the junction of Stoneham Street and Lawley Street, Osborne Park, Westwards along Lawley Street and Northwards along York Street to its intersection with Royal Street; return by same route.

Service No. 704—Fremantle Traffic Bridge—Richmond Park.

Operator—Fremantle Municipal Transport Board.

Commencing in Queen Victoria Street, Fremantle, and proceeding Southwards along Queen Victoria Street, thence along Burt Street, Skinner Street, Vale Street, East Street and Marmion Street to its junction with Silas Street; return along Marmion Street, East Street, Malcolm Street, Tuckfield Street and Canning Highway.

G. SLATER,
Acting Secretary,
W.A. Transport Board.

Department of Agriculture,
Perth, 28th January, 1954.

HIS Excellency the Governor in Council has been pleased to approve as follows:—

Under section 34D of the Interpretation Act, 1918-1948, of the appointment of David Henry Norman Hooton as Acting Controller of Abattoirs.

Of the appointment of John Joseph Cushen Suckling, as an Inspector under the Plant Diseases Act, 1914-1950.

Of the appointment, as an Honorary Inspector under the Stock Diseases Act, 1895 of Armstrong, John Morrison.

W. HOPKINSON,
Chief Administrative Officer.

"EFFICIENT" PRIVATE SCHOOLS.

Education Department,
Perth, 10th February, 1954.

IN accordance with the provisions of section 32 of the Education Act Amendment Act, 1952, the following schools are hereby certified to be "efficient" for the purpose of the said Act for the current year:—

(a) School at which Secondary School Scholarships may be Held.

Attadale—Santa Maria Ladies' College.
Carmel—W.A. Missionary College.
Claremont—Methodist Ladies' College, Stirling Highway.
Claremont—Christ Church Grammar School, Queenslea Drive.
Claremont—St. Louis Jesuit School.
Cottesloe—Presbyterian Ladies' College, View Street.
Dongara—Dominican Ladies' College.
Fremantle—Christian Brothers' College.
Fremantle—St. Joseph's High, Adelaide Street.
Geraldton—Christian Brothers' College (St. Patrick's).
Geraldton—"Stella Maris" College.
Guildford—Guildford Grammar School.
Guildford—St. Charles' Seminary, Meadow Street.
Highgate—Christian Brothers' High School.
Highgate—Sacred Heart Convent High School.
Kalgoorlie—Christian Brothers' College.
Leederville—Christian Brothers' College, Franklin Street.
Lesmurdie—St. Brigid's College.
Mosman Park—Iona Presentation Convent.
Mosman Park—St. Hilda's Church of England School for Girls.
Mt. Henry—Aquinas College, Canning Parade.
Mt. Lawley—Perth College, Beaufort Street.
New Norcia—St. Gertrude's College (Girls).
New Norcia—St. Ildephonsus' College (Boys).
Northam—Marist Brothers.
Perth—Hale School, Havelock Street.
Perth—Christian Brothers' College.
Perth—Ladies' College, Convent of Mercy, Victoria Square.
Perth, South—Wesley College, Coode Street.
Perth, West—St. Brigid's College, John Street.
Swanbourne—Scotch College.

(b) Schools Declared "Efficient."

Albany—St. Joseph's Primary, Aberdeen Street.
Applecross—St. Benedicts'.
Albany—St. Joseph's High, Aberdeen Street.
Armada—St. Francis Xavier's Convent.
Bassendean—St. Joseph's Convent, Hamilton Street.
Bayswater—St. Colomba's Convent, 13 Roberts Road.
Beaconsfield—School of Christ, the King, Lefroy Road.
Bedford Park—St. Peter's Convent, Wood Street.
Belmont—St. Anne's Convent, Hehir Street.
Beverley—Presentation Convent, Lukin Street.
Bickley—Seventh Day Adventists' Primary.
Big Bell—Presentation Convent.
Bindoon—St. Joseph's.
Bluff Point—Convent, St. Laurences.
Bootenal—Presentation Convent.

Boulder—St. Joseph's Convent, Moran Street.
Bridgetown—St. Brigid's Convent.
Broome—St. Mary's Convent.
Brunswick Junction—Holychild Convent.
Bunbury—St. Joseph's Convent, Wittenoom Street.
Bunbury—Sacred Heart Convent, High.
Bunbury, South—St. Mary's Convent.
Busselton—St. Joseph's Convent, Prince Street.
Carlisle—Holy Name School, Lion Street.
Carnarvon—Presentation Convent.
Claremont—St. Louis' Jesuit School, Stirling Highway.
Claremont—St. Thomas' Convent, Reserve Street.
Collie—Presentation Convent, Medic Street.
Coolgardie—St. Anthony's Convent, Lindsay Street.
Cottesloe—St. Mary's "Star of the Sea" Convent, Stirling Highway.
Cue—Dominican Convent, Dowley Street.
Cunderdin—Holy Cross School.
Dalwallinu—St. Joseph's Convent.
Dardanup—Our Lady of Lourdes Convent.
Darlington—"Helena," Ryecroft Road (Miss J. Jones).
Donnybrook—St. Philomen's Convent.
Fremantle—Sacred Heart High School, 77 Tuckfield Street.
Fremantle—St. Joseph's Girls' Convent, Parry Street.
Fremantle—St. Joseph's Infants' Convent, Parry Street.
Fremantle, East—Mary Immaculate Convent, King Street.
Fremantle, East—S.D.A., Solomon Street.
Fremantle, North—St. Anne's Convent, Stirling Highway.
Geraldton—Nazareth House.
Goomalling—Presentation Convent.
Gooseberry Hill—Marys Mount Convent.
Gosnells—St. Minchin's Convent.
Greenough—St. Peter's Presentation Convent.
Guildford—Grammar School, Primary Section.
Guildford, East—St. Mary's Convent, James Street.
Gwalia—Dominican Convent.
Harvey—St. Anne's Convent.
Herne Hill—St. Michael's Convent.
Highgate—Sacred Heart Convent, Primary, Mary Street.
Kalgoorlie—St. Mary's Convent, Dugan Street.
Kalgoorlie—Convent of Mercy, 48 Butler Street.
Katanning—St. Rita's Convent, Amherst Street.
Katanning—"Kobeelya" Church of England Girls' School (Miss N. Russell, B.A.).
Kellerberrin—St. Joseph's Convent, James Street.
Kensington—Holy Cross, Carey Street.
Kojonup—St. Bernard's Convent.
Lake Guelup—St. Theresa's Convent, Balcatta Road, via Osborne Park.
Leederville—St. Mary's Girls' School.
Leederville—Seventh Day Adventists' School, 76 Kimberley Street.
Leonora—St. Catherine's Convent, Hoover Street.
Manjimup—St. Joseph's Convent.
Margaret River—St. Joseph's Convent.
Maylands—St. Mary's Convent (corner Central Avenue and Carrington Street).
Meekeatharra—Dominican Convent, Darlot Street.
Merredin—St. Joseph's Convent, South Avenue.
Midland Junction—St. Brigid's Convent, Newcastle Road.
Mingenew—Dominican Convent.
Moora—St. Joseph's Convent.
Mt. Barker—Sacred Heart Convent.
Mt. Lawley—Perth College (Primary Section) Beaufort Street.
Mt. Magnet—Presentation Convent, St. Brigid's, Attwood Street.
Mullewa—Presentation Convent.
Mundaring—Sacred Heart Convent.

Nannup—St. Joseph's Convent.
 Nanson—St. Joseph's Convent.
 Narrogin—St. Philomena's Convent, Fortune Street.
 Nedlands—Loreto Convent, Webster Street.
 Nedlands—St. Theresa's Convent, corner Elizabeth and Tyrell Streets.
 Nedlands—"St. Mary's Junior," Tyrell Street (Miss O. W. Dean).
 Norseman—Sacred Heart Convent.
 Northam—Marist Brothers.
 Northam—St. Joseph's Convent, Wellington Street.
 Northam, West—St. Anthony's Convent, Wellington Street.
 Northampton—Presentation Convent.
 Osborne Park—St. Kieran's Convent, Cape Street.
 Palmyra—St. Gerard's Convent, Foss Street.
 Pemberton—St. Joseph's Convent.
 Perth—St. Joseph's Primary, Victoria Square.
 Perth—St. Patrick's Boys, Wellington Street.
 Perth, East—St. Francis Xavier's Convent, Windsor Street.
 Perth, South—M.L.C., Angelo Street.
 Perth, South—St. Columba's Convent, York Street.
 Perth, West—St. Brigid's Primary, Fitzgerald Street.
 Perth, West—St. Mary's Church of England Girls' School, 40 Colin Street.
 Perth, West—St. Patrick's, Havelock Street.
 Pinjarra—St. Joseph's Convent.
 Port Hedland—Presentation Convent.
 Queens Park—Castledare Orphanage.
 Queens Park—St. Joseph's Convent.
 Rivervale—St. Augustine's Convent.
 Rockingham—Sacred Heart Convent.
 Scarborough—St. John's Convent.
 Shenton Park—St. Aloysius' Convent, Henry Street.
 Southern Cross—St. Joseph's Convent.
 Spearwood—St. Jerome's Convent.
 Subiaco—St. Joseph's Brigidine School.
 Subiaco—St. Joseph's Orphanage.
 Swanbourne—Loreto Convent, Bindaring Parade.
 Tardun—Pallotine Mission School.
 Tardun—C.B.C. Agricultural School.
 Three Springs—Dominican Convent.
 Toodyay—St. Aloysius' Convent.
 Trayning—St. Joseph's Convent, Railway Parade.
 Tuart Hill—St. Denis Convent.
 Victoria Park—Contarf Orphanage.
 Victoria Park—St. Joachim's Convent, Shepperton Road.
 Victoria Park—Seventh Day Adventists' Primary, 19 Colombo Street.
 Victoria Park, East—Our Lady Help of Christians' Convent, Camberwell Street.
 Wagin—St. Joseph's Convent, Vesper Street.
 Wanneroo—St. Anthony's Convent.
 Waroona—St. Patrick's Convent.
 Wembley—Brigidine School.
 Wonthella—St. Patrick's Convent.
 Wyalkatchem—Presentation Convent.
 York—St. Patrick's Convent, South Street.

T. L. ROBERTSON,
 Director of Education.

APPOINTMENTS

Under Section 6 of the Registration of Births, Deaths and Marriages Act, 1894-1948.

Registrar General's Office,
 Perth, 3rd February, 1954.

THE following appointments have been approved:—

R.G. No. 175/53—Constable Wilfred Athol Leahy, as Assistant District Registrar of Births and Deaths for the Geraldton Registry District, to maintain

an office at Mullewa, during the absence on leave of Constable William Walter Francis; appointment to date from 1st February, 1954.

R.G. No. 106/53—Mr. Robert William Jennings, as District Registrar of Births, Deaths and Marriages for the Wellington Registry District, to maintain an office at Bunbury, *vice* Mr. R. E. Trigwell, during the absence on leave of Mr. R. J. Sholl; appointment to date from 25th January, 1954.

R.G. No. 170/53—Mr. Ronald Arthur Reeves, as Assistant District Registrar of Births and Deaths for the Northam Registry District, to maintain an office at Merredin, during the absence on leave of Mr. Robert Cecil Loder; appointment to date from 2nd February, 1954.

R.G. No. 110/53—Mr. Alfred Leslie Day, as District Registrar of Births, Deaths and Marriages for the Murchison Registry District, to maintain an office at Cue, during the absence on leave of Mr. Alfred Robert Jackson; appointment to date from 29th January, 1954.

R. J. LITTLE,
 Registrar General.

REGISTRATION OF MINISTERS.

(Pursuant to Part III of the Registration of Births, Deaths and Marriages Act, 1894-1948.)

Registrar General's Office,
 Perth, 3rd February, 1954.

Cancellations.

IT is hereby published, for general information, that the names of the undermentioned ministers have been duly removed from the register in this office of Ministers registered for the Celebration of Marriages throughout the State of Western Australia:—

R.G. No., Date, Denomination and Name,
 Address of Residence, Registry District.

Presbyterian Church of Australia.

703/53; 26/1/54; Rev. James McMaster; The Manse, 7 Richardson Street, West Perth; Perth.

The Congregational Union of W.A. (Incorp.).

704/53; 1/2/54; Rev. Charles Bernard Cockett, M.A., D.D.; 44a Kings Park Road, West Perth; Perth.

Church of England.

700/53; 30/1/54; Rev. Laurence Richard David Barry Jupp, B.A., Th.L., Dip. Ed.; The Rectory, Tyrell Street, Nedlands; Perth.

700/53; 30/1/54; Rev. George Patrick; The Rectory, Three Springs; Irwin.

700/53; 30/1/54; Rev. Malcolm Warner Ward, Th.L.; The Rectory, Quairading; Beverley.

700/53; 31/1/54; Rev. Frederick William Gunning, Th.L.; 18 Union Street, Subiaco; Perth.

Russian Orthodox Church (Abroad).

729/53; 3/8/53; The Very Rev. Archpriest Athanasios Mogilev; 50 Perth Road, Albany; Plantagenet.

R. J. LITTLE,
 Registrar General.

UNIVERSITY OF WESTERN AUSTRALIA.

Annual Election by Convocation of One Member of the Senate.

THE following candidates have been nominated for election by Convocation to fill the vacancy on the Senate due to the automatic retirement of Mr. J. H. Reynolds.

Gregson, Frederick, B.E. (W.A.)
 Reynolds, John Heywood, M.A. (Oxon), B.A. Hons. (Adelaide).

A postal ballot will be conducted between Tuesday, 9th February and Tuesday, 2nd March, and voting papers submitted by members of Convocation will be received at the University Office, Nedlands, up to 5 p.m. on Tuesday, 2nd March.

L. RICHARDS,
 Clerk of Convocation.

WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD.

Accepted Tenders.

Tender Board No.	Date.	Contractor.	Schedule No.	Particulars.	Department concerned.	Rate.
1362/53	1954. Jan. 28	W. M. Couper & Coy.	552A, 1953	2 only Electric Clothes Dryers, delivered to Royal Perth Hospital	Public Works	£79 10s. each.
1419/53	do.	P. E. Fomiatti	576A, 1953	2 only Caravans for Agriculture Protection Board, delivered to Public Works Department Workshop, Jewell Street, East Perth	Agriculture	£417 each.
1398/53	do.	G. A. Thompson	572A, 1953	Purchase and Removal of Secondhand Engines, ex State Battery, Kalgoorlie, as follows :— Item 1—4½ h.p. "Lister" Engine Item 2—3½ h.p. "Lister" Engine (No. 36693)	Mines	£7 10s. £27 10s.
875/53	do.	Perkins Pty., Ltd.	346A, 1953	4 only Cascade Dish Washing Machines, delivered to Old Women's Home, Mt. Henry	Public Works	£304 10s. each.
1002/53	do.	Wm. Haughton & Coy., Limited	399A, 1953	Water Meters, as follows :— Item 3—2 Cleveland Water Meters, capacity 30,000 g.p.h. steady flow Item 4—2 Cleveland Water Meters, capacity 10,000/12,000 g.p.h. steady flow	Public Works	£A91 12s. 4d. each. £A45 13s. 8d. each.
1372/53	do.	P. Gerachi	558A, 1953	Delivery C.I.F. and E. Fremantle Purchase and Removal of Secondhand 1941 model Chevrolet 15 cwt. Utility cab front (Engine No. B.F.R. 492759)	Public Works	£160.
1347/53	do.	..... Adelphi Tailoring Coy. Wende Bros.	561A, 1953	Uniforms for Fremantle Harbour Trust, as follows :— Items 1 to 7, inclusive Item 8	Fremantle Harbour Trust	Rates on application.
1083/53	do.	R. & N. Palmer	436A, 1953	Round Jarrah Piles, delivered where directed at the Harbour Works, Albany, as per Item 1, 71/60 ft. 15/58 ft.	Public Works	£1 per lin. ft.
1254/53	do.	..... Caltex Oil (Aust.), Pty., Ltd. Neptune Oil Coy. Pty., Ltd. Vacuum Oil Coy. Pty., Ltd. Shell Coy. of Aust., Ltd. C.O.R., Ltd. C. C. Wakefield & Coy., Ltd. Atkins (W.A.), Ltd.....	101	Oils and Greases (Various), as required during the period 1st March, 1954, to 28th February, 1955, as follows :— Full details of Items and Prices at which tenders were accepted will be made available on application	Various	

Addition to Contract.

Tender Board No.	Date.	Contractor.	Particulars.
690/53	1954 Jan. 29	English Electric Coy., Ltd.	Schedule No. 262A/1953.—1 only Air Blast Circuit Breaker with ancillary Equipment, £10,261.

Cancellation of Contract.

Tender Board No.	Date.	Contractor.	Particulars.
163/53	1954. Jan. 29	S. G. Moore	Schedule No. 424A/1953.—Firewood, Dry Jarrah, in 1 ft. lengths for Schools, Government Departments and Institutions within a radius of 3 miles of the Centre of Bunbury, as per Item 6.

WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD—*continued.**Tenders for Government Supplies.*

Date of Advertising.	Schedule No.	Supplies Required	Date of Closing.
1954			1954
Jan. 22	35A, 1954	Light and Heavy Road Graders	Feb. 11
Jan. 22	36A, 1954	40 h.p. Diesel Engine	Feb. 11
Jan. 26	38A, 1954	Seed for W.S.L.S.	Feb. 11
Jan. 29	110	Candles, Soaps, Polishes, Detergents, etc.	Feb. 11
Jan. 29	44A, 1954	Structural Steel Building at Welshpool	Feb. 11
Feb. 2	50A, 1954	4-1/2 K.W. 240 Volt D.C. Generating Set	Feb. 11
Feb. 2	47A, 1954	Self Propelled Air Compressor	Feb. 18
Feb. 2	48A, 1954	Exhaust Fan Units for Fremantle Hospital	Feb. 18
Jan. 7	1A, 1954	High Tension 6,000 volt 8 panel Switchboard	Extended to Feb. 18
Jan. 19	25A, 1954	Quicksilver	Feb. 18
Jan. 22	27A, 1954	Dry Electric Sterilisers for Royal Perth Hospital §	Feb. 18
Dec. 11	562A, 1953	Double Buffer Springs (500 only) for W.A.G. Railways Commission§	Extended to Feb. 18
Jan. 19	26A, 1954	Boiler Feed Pumps for East Perth Power Station §	Mar. 4
Feb. 5	51A, 1954	Air Compressor and Receiver for Railway Ejector Station Geraldton	Mar. 4
Dec. 24	586A, 1953	Machinery for W.A.G. Railway Workshop * §	Mar. 18
Dec. 24	585A, 1953	Coal Handling Plant for Bunbury Generating Station †	Mar. 25
Jan. 22	29A, 1954	65 ton Electric Overhead Travelling Crane §	Mar. 25

* Documents available from the Agent General, London.

† Documents chargeable £1 1s. 0d. for first set, 5s. 3d. for subsequent sets.

§ Documents available for inspection at W.A. Government Liaison Offices—Room 13, 1st Floor, M.L.C. Buildings, 305 Collins Street, Melbourne. Room 105, 82 Pitt Street, Sydney.

For Sale by Tender.

Date of Advertising.	Schedule No.	For Sale.	Date of Closing.
1954.			1954.
Jan. 22	37A, 1954	1946 model Chevrolet Utility, ex P.W.D., Derby	Feb. 11
Jan. 26	39A, 1954	International TD9 Crawler Tractor with Dozer	Feb. 18
Jan. 26	40A, 1954	Vertical Drilling Machine and Universal Cutting	Feb. 18
Jan. 26	41A, 1954	Electric Motor C.I. Motor Beds and Slide Rails	Feb. 18
Jan. 28	42A, 1954	Ford V8 Utility, ex Native Hospital, Derby	Feb. 18
Feb. 2	45A, 1954	1943 model Ford V8 Truck	Feb. 18
Feb. 2	49A, 1954	Linke Noack Scoops (Recalled)	Feb. 18
Feb. 2	46A, 1954	Horse Drawn Road Brooms	Feb. 25

§ Documents available for inspection at W.A. Government Liaison Offices—Room 13, 1st Floor, M.L.C. Buildings, 305 Collins Street, Melbourne. Room 105, 82 Pitt Street, Sydney.

Tenders addressed to the Chairman, Tender Board, Perth, will be received for the abovementioned until 10 a.m. on the date of closing.

Tenders must be properly endorsed on envelopes, otherwise they are liable to rejection.

Tender forms and full particulars may be obtained on application at the Tender Board Office, Murray Street, Perth.

No tender necessarily accepted.

A. H. TELFER,
Chairman.

4th February, 1954.

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 230 of 1953.

Between State Executive, Australasian Society of Engineers' Industrial Association of Workers, Applicant, and Western Australian Government Railways Commission and the General Manager of Western Australian Government Tramways and Ferries, Respondents.

HAVING heard Mr. A. A. Kemp on behalf of the Applicant and Mr. K. D. Reeves on behalf of the Respondents, and by consent, the Court, in pursuance of the powers contained in Section 92 of the Industrial Arbitration Act, 1912-1952, doth hereby order and declare that Award Nos. 12 and 14 of 1947, as amended, be and the same is hereby further amended in the terms of the attached Schedule.

This Order shall operate as from and including the 13th day of December, 1953.

Dated at Perth this 7th day of December, 1953.

By the Court.

[L.S.] (Sgd.) L. W. JACKSON,
President.

Schedule.

Part I.

Clause 2.—Interpretations.

Delete interpretation of "Suburban Area" and insert in lieu thereof the following:—

"Suburban Area" means Robbs Jetty to Bellevue (including Belmont Branch) and East Perth to Armadale.

Clause 8.—Annual Leave and Holidays.

(2) Holidays—Subclause (a).—Delete the word "King's" and insert in lieu thereof the word "Sovereign's."

Subclause (g).—Insert the words "provided that the day is not one on which the normal roster provides for the worker to be off duty" at the end of this subclause.

Clause 9.—Apprentices.

Subclause (b).—Insert after the words "motor mechanic" the following words:—"scale adjuster," "automotive electrical fitter."

Clause 14.—Guaranteed Week.

Insert in Subclause (c) a new paragraph (iii) as follows:—

(iii) in respect of any worker covered by clause 8 subclause (1) (i).

Clause 15.—Overtime and Sunday Time.

Subclause (g) (i).—Delete the words and figures "two shillings and sixpence (2s. 6d.)" and insert in lieu thereof the words and figure "three shillings (3s.)".

Clause 17.—Away-from-home and Meal Allowance.

Subclause (a).—Delete this subclause and insert in lieu thereof the following:—

(a) The following allowances shall be granted to workers temporarily lodging away from their home stations—

(i) For the first twenty-four (24) hours or part thereof:—

	s.	d.
Where attended barracks are used	9	0
Where unattended barracks are used	10	0
Where barracks are not used	11	0

(ii) After the first twenty-four (24) hours and up to seven (7) days, the sum of sevenpence (7d.) per hour and thereafter sixpence (6d.) per hour. Provided that the reduction from sevenpence (7d.) to sixpence (6d.) shall only be made in cases where the worker shall be stationed for more than seven (7) days in one place.

(iii) After the first twenty-four (24) hours a charge of one shilling and sixpence (1s. 6d.) per night, with a maximum of seven shillings and sixpence (7s. 6d.) per week, shall be made where attended barracks are provided, and a charge of ninepence (9d.) per night, with a maximum of three shillings and ninepence (3s. 9d.) per week shall be made where unattended barracks are provided.

Subclause (e).—Delete this subclause and insert in lieu thereof the following:—

(e) No away from home allowance shall be granted to any worker stationed in the suburban area in respect of any absence from his home station within the suburban area unless he is unable to return by passenger train or other public transport to his home station for the night, or unless approved by the head of the branch.

Subclause (f).—Delete the words and figures "two shillings and sixpence (2s. 6d.)" twice appearing and insert in lieu thereof the words and figures "three shillings (3s.)"

Subclause (h).—Delete the words and figures "forty-shillings (40s.)" and insert in lieu thereof the words and figures "fifty-five shillings (55s)"

Subclause (h) (a).—Delete the words and figures "forty shillings (40s.)" and insert in lieu thereof the words and figures "fifty shillings (50s.)"

Subclause (i).—Delete the words and figures "five shillings (5s.)" and insert in lieu thereof the words and figures "six shillings (6s.)"

Clause 18.—Payment for travelling Time.

Subclause (e).—Delete this subclause and insert in lieu thereof the following:—

(e) A worker residing within the suburban area, who is required to start work at some place other than his home station within the suburban area shall—

(i) if notified the previous evening, travel one way from or to work in his own time, provided there is a train or other public transport by which he can conveniently travel.

(ii) if not so notified, the worker shall travel both ways in the employer's time. The department shall provide free travelling from the home station. Provided, however, that no worker sent on relief duty within the suburban area shall claim or be allowed extra travelling time if the station at which he is to work is nearer his residence than his home station.

Clause 24.—Free Passes, Privilege Tickets and Season Tickets.

Subclause (a).—Delete the words and figures "twenty-five shillings (25s.)" and insert in lieu thereof the words and figures "forty shillings (40s.)"

Subclause (m).—Delete the words and figures "one shilling (1s.)", and "sixpence (6d.)", and insert in lieu thereof the words and figures "one shilling and sixpence (1s. 6d.)" and "ninepence (9d.)" respectively.

Clause 30.—Boards of Reference.

Subclause (a).—Delete paragraphs (i), (ii) and (iii) and insert in lieu thereof the following:—

(i) Settling disputes as to matters under this Award except such as involve interpretation of the provisions of the Award,

(ii) deciding any other matter that the Court may refer to the Board from time to time.

Subclause (c).—Delete the figures "92" and "1941", and insert in lieu thereof the figures "106" and "1952" respectively.

Wages Schedule.

Insert the following new items:—

83A. Flash Butt Rail Welding Plant:	£	s.	d.
(i) Welding machine operator	2	17	0
(ii) Welding machine operator's assistant	1	14	0
(iii) Rail grinder	1	9	0
(iv) Crane driver, electric	1	12	0

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 18 of 1952.

Between Federated Clerks' Union of Australia Industrial Union of Workers, W.A. Branch, Applicant, and Bevilaqua and Williams Pty. Ltd., General Agency Co., Halbert Service Ltd., Hodd, Cuthbertson and North Ltd., Joseph Charles Learmonth Duffy & Co., Milner and Co., Robertson Bros., and others, as per Schedule, Respondents.

WHEREAS an industrial dispute existed between the abovenamed parties, and whereas the said dispute was referred into Court for the purpose of hearing and determination, and whereas the parties subsequently met and conferred and have arrived at agreement on all matters in difference, and whereas the parties have this day appeared before the Court by their respective representatives and requested the Court to make the said Agreement an Award of the Court: Now, therefore, the Court, pursuant to section 65 of the Industrial Arbitration Act, 1912-1952, and all other powers therein enabling it, hereby declares the memorandum hereunder written to have the same effect and to be deemed an Award of the Court:—

Memorandum of Agreement.

(Note.—Wherever the word "Award" occurs herein, it shall be taken to mean and include "Agreement.")

1.—Title.

This Award shall be known as the "Real Estate Agents Clerks' Award, 1953."

2.—Arrangement.

This Award is arranged as follows:—

1. Title.
2. Arrangement.
3. Area.
4. Scope.
5. Definitions.
6. Hours of Duty.
7. Overtime.
8. Meal Allowance.
9. Holidays.
10. Rates of Pay.
11. Annual Leave.
12. Sick Leave.
13. Termination of Service.
14. Reference.
15. Record.
16. Board of Reference.
17. Travelling Time.
18. Higher Duties.
19. Aged and Infirm Workers.
20. Certificate of Age, Etc.
21. General.
22. Right of Entry.
23. Term.

3.—Area.

This Award shall be limited in its effect to an area comprised within a radius of twenty-five (25) miles from the General Post Office, at Perth.

4.—Scope.

This Award shall apply to workers primarily employed as clerks in any real estate agents establishment as defined in clause 5 of this Award: Provided that it shall not apply to workers who are at present provided for in any other Award made by the Court of Arbitration.

5.—Definitions.

For the purpose of this Award—

- (a) "adult" shall mean a worker twenty-one (21) years of age and over, or a worker who is in receipt of the prescribed adult rate of pay;
- (b) "double time" for the purpose of this Award means twice the prescribed rate of wage;
- (c) "real estate agents establishment" shall mean an establishment where the major portion of the business transacted comprises one or more of the business of rent collecting; or hotel and business broking; or in connection with land, estates, houses or property, the business of auctioneering; buying and selling; valuating; mortgage broking; or negotiating loans and investments.

6.—Hours of Duty.

(a) The ordinary hours of duty shall not exceed forty (40) hours in any one week to be worked in a five (5) or five and a half (5½) day week at the option of the employer.

(b) The lunch hour shall be taken at a time mutually arranged between the employer and the worker between the hours of 12 noon and 2 p.m.; one (1) full hour to be allowed for lunch.

(c) The hours of duty fixed by this Award have been fixed without relation to the hours prescribed in Awards made by the State Court of Arbitration of which the applicant Union is a party.

7.—Overtime.

(a) Except as hereinafter in this clause provided, all time worked on any one day outside the ordinary hours of duty shall be paid for at the rate of time and a half for the first two (2) hours, and all time worked after the first two (2) hours and all time worked after 12 noon on Saturday shall be paid for at the rate of double time.

(b) Where the ordinary weekly hours of duty are worked in five (5) days from Mondays to Fridays inclusive, all time worked on Saturdays between the ordinary starting time and noon shall be paid for at the rate of time and a half.

(c) All time worked on Sundays and on any of the holidays prescribed by this Award shall be paid for at the rate of double time.

(d) In the computation of overtime each day shall stand by itself.

(e) (i) An employer may require any worker to work reasonable overtime at overtime rates, and such worker shall work overtime in accordance with such requirement.

(ii) No organisation, party to this Award or worker or workers covered by this Award shall in any way, whether directly or indirectly be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation only until otherwise determined by the Court.

(f) Any clerk in receipt of a margin of at least £200 per annum shall not be entitled to payment of overtime rates for any overtime worked.

8.—Meal Allowance.

In addition to the overtime prescribed in Clause 5, a meal allowance of three shillings (3s.) shall be paid to each worker in the following circumstances:—

(a) If the worker is required to continue working after 6 p.m. on any day of the week from Monday to Friday inclusive, or after 1 p.m. on the day on which the weekly half holiday is observed.

(b) If the worker is required to work until after 1 p.m. on a Sunday or any holiday prescribed under this Award.

9.—Holidays.

(a) In all establishments covered by this Award, the following days or the days observed in lieu thereof shall be observed as holidays, and paid for, namely:—New Year's Day, Australia Day, Good

Friday, Easter Saturday, Easter Monday, Foundation Day, Labour Day, Christmas Day, Boxing Day, Anzac Day, Show Day (from 12 o'clock noon).

(b) On any public holiday not prescribed as a holiday under this Award the employer's establishment or place of business may be closed, in which case a worker need not present himself for duty, and payment may be deducted, but if work be done ordinary rates of pay shall apply.

(c) The provisions of this Clause shall not apply to casual workers.

10.—Rates of Pay.

The minimum rates of wages payable to workers classified in this Award shall be as follows:—

	Per Week.			
	Males.		Females.	
	£	s. d.	£	s. d.
(a) Basic Wage:				
Within a 15-mile radius from the G.P.O., Perth	12	6 6	8	0 3
Outside a 15-mile radius but within a 25-mile radius from the G.P.O., Perth	12	6 0	7	19 11

(b) Junior Workers (Male):	% of Male Basic Wage—	
	Per Week.	
Between 14 and 15 years of age	25	
Between 15 and 16 years of age	35	
Between 16 and 17 years of age	45	
Between 17 and 18 years of age	57½	
Between 18 and 19 years of age	70	
Between 19 and 20 years of age	85	
Between 20 and 21 years of age	95	

Junior Workers (Female):	% of Female Basic Wage—	
	Per Week.	
Between 15 and 16 years of age	52.5	
Between 16 and 17 years of age	60	
Between 17 and 18 years of age	70	
Between 18 and 19 years of age	82.5	
Between 19 and 20 years of age	92.5	
Between 20 and 21 years of age	98	

(c) Adults (Male):	Margin Per Week.		
	£	s.	d.
At 21 years of age	12	6	
At 22 years of age	1	2	6
At 23 years of age	1	11	0
At 25 years of age and over	1	17	0

Adults (Female):	Margin Per Week.		
	£	s.	d.
At 21 years of age	1	5	7
At 22 years of age	1	8	7
At 23 years of age	1	12	1

Adult stenographers, comptometer or calculating or ledger machine operators shall receive six shillings (6s.) a week in addition to the above rates.

(d) Female ledger-keepers (classified as such by agreement, or in default of agreement by the Board of Reference) shall receive the prescribed male rate.

(e) Senior clerks (classified as such by agreement or in default of agreement by the Board of Reference). £2 10s. margin per week.

(f) Casual clerks may be employed at an hourly rate for a lesser period than two weeks, and shall be paid while so employed twenty-five (25) per cent. in addition to the rates prescribed above, with a minimum engagement of four hours: Provided that, notwithstanding anything contained in this subclause, the basis and terms of employment of casual clerks may be varied in any particular case by agreement in writing between the employer and the Union.

(g) (i) Part time workers may be employed following notification by the employer to the Union, at an hourly rate for a lesser period per week than the hours usually worked in each establishment, provided that the Union is unable to provide suitable full time workers. Provided that notification need not be given in respect of any part time worker at present employed.

(ii) Provided however, that if the Union should object to the employment by any employer of a part time worker, not at present employed, such objection must be made within 48 hours from the time of the Union receiving such application from the employer.

(iii) Any objection lodged within the aforesaid 48 hours may be referred to a Board of Reference.

(iv) Payment of annual leave and sick pay for part time workers shall be strictly related proportionately in accordance with the number of hours worked, to the conditions prescribed in each establishment for full time workers.

(v) Should the present need for part time workers be eliminated by a surplus of suitable workers offering for full time employment, the Union shall be at liberty to apply to the Court for the deletion of this subclause (g) from the Award.

11.—Annual Leave.

(a) Except as hereinafter provided, a period of two (2) consecutive weeks' leave with payment of ordinary wages as prescribed shall be allowed annually to a worker by his employer after a period of twelve (12) months' continuous service with such employer.

(b) If any award holiday falls within a worker's period of annual leave and is observed on a day which in the case of that worker, would have been an ordinary working day, there shall be added to that period one day, being an ordinary working day for each such holiday observed as aforesaid.

(c) If after one month's continuous service in any qualifying twelve-monthly period a worker lawfully leaves his employment, or his employment is terminated by the employer through no fault of the worker, the worker shall be paid one-sixth (1/6th) of a week's pay at his ordinary rate of wage in respect of each completed month of continuous service.

(d) Any time in respect of which a worker is absent from work except time for which he is entitled to claim sick pay, or time spent on holidays or annual leave as prescribed by this Award, shall not count for the purpose of determining his right to annual leave.

(e) A worker who is dismissed for gross misconduct or who illegally severs his contract of service shall not be entitled to the benefit of the provisions of this clause.

(f) Every worker shall be given and shall take annual leave within nine (9) months after the date it falls due.

(g) No worker shall be required to go on holidays unless at least two (2) weeks' prior notice is given. The employer shall, as far as practicable, arrange to grant annual leave, to suit the convenience of the worker.

(h) The provisions of this clause shall not apply to casual workers.

12.—Sick Leave.

(a) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health for one-twelfth (1/12th) of a week for each completed month of service: Provided that payment for absence through such ill-health shall be limited to one (1) week in each calendar year. Payment hereunder may be adjusted at the end of each calendar year or at the time the worker leaves the service of the employer in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred: Provided further that, notwithstanding anything contained in this subclause, if the full period of sick leave as prescribed is not taken in any year, such portion as is not taken shall be cumulative from year to year up to a period not exceeding three (3) weeks.

(b) A worker shall not be entitled to receive any wages from his employer for any time lost through the result of an accident not arising out of or in the course of his employment, or for any accident, wherever sustained arising out of his own wilful default, or for sickness arising out of his own wilful default.

(c) No worker shall be entitled to the benefits of this clause unless he produces proof satisfactory to his employer of sickness but the employer shall not be entitled to a medical certificate unless the absence is for three (3) days or more.

(d) This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

13.—Termination of Service.

The employment of any worker shall be terminable by one (1) week's notice on either side: Provided that a worker may be summarily dismissed for gross misconduct, in which case he shall be paid up to the time of dismissal only.

14.—Reference.

On leaving the employ of an employer the worker shall be given a reference setting out length of service and duties performed.

15.—Record.

A record shall be kept in each establishment by the employer, wherein shall be entered—

- (i) the name of each worker;
- (ii) the age of each worker if under twenty-five (25) years of age in the case of a male worker, and twenty-three (23) years of age in the case of a female worker;
- (iii) the nature of the work performed by the worker;
- (iv) the wages, and the overtime (if any) paid each week; and such record shall, if correct, be signed at least once weekly by the worker.

Such record shall be open to the inspection of a duly accredited representative of the Union during usual business hours.

16.—Board of Reference.

(i) The Court may appoint, for the purpose of the Award, a Board of Reference. The Board shall consist of a chairman and two other representatives, one to be nominated by each of the parties as prescribed by the regulations. There are assigned to the Board in the event of agreement not being arrived at between the said parties the functions of—

- (a) adjusting any matters of difference which may arise between the parties from time to time, except such as involve interpretations of the provisions of the Award or any of them;
- (b) deciding any other matter that the Court may refer to such Board from time to time.

(ii) An appeal shall lie from any decision of such Board in the manner and subject to the conditions prescribed in the regulations to the Industrial Arbitration Act, 1912-1952, which, for this purpose, are embodied in this Award.

17.—Travelling Time.

(a) When a worker is required to work temporarily at a location other than his usual place of duty, any excess fare over that which he normally incurs shall be paid by the employer.

(b) When a worker is engaged at such a distance that he cannot return at night, suitable board and lodging shall be found at the employer's expense.

(c) All travelling time outside ordinary working hours shall be paid for at ordinary rates up to a maximum of twelve (12) hours in any twenty-four (24) hours' period from the time of starting on the journey: Provided that when the travelling is by coastal boat not more than eight (8) hours shall be paid for in any such period.

18.—Higher Duties.

A worker relieving another worker who is engaged on a higher class of work carrying a higher minimum rate of pay for a period of not less than one (1) week continuously shall be paid the higher minimum rate appropriate to the position whilst so employed.

19.—Aged and Infirm Workers.

(a) Any worker who, by reason of old age or infirmity, is unable to earn the minimum wage may be paid such lesser wage as may from time to time be agreed upon in writing between the Union and the employer.

(b) In the event of no agreement being arrived at the matter may be referred to the Board of Reference for determination.

(c) After application has been made to the Board of Reference, and pending the decision of the Board, the worker shall be entitled to work for and be employed at the proposed lesser rate.

20.—Certificate of Age, etc.

Male workers 25 years of age and under, and female workers 23 years of age and under, upon being engaged shall furnish the employer with a certificate showing the following particulars:—

- (a) Name in full.
- (b) Date of birth.
- (c) Name of each previous employer.
- (d) Class of work performed for each previous employer.

No worker shall have any claim upon an employer for additional wages in the event of any of the above particulars being wrongly stated on the certificate. If any worker shall wilfully misstate his age in the certificate then he alone shall be guilty of a breach of this Award.

21.—General.

(a) In the event of the death of a worker the cash equivalent of all annual leave due at the time of death shall be paid to the worker's dependants or personal representative.

(b) No worker shall, as a result of the operation of this Award, suffer any loss of salary which he or she may have enjoyed to the date of this Award.

(c) On the pay day each worker shall have endorsed on the pay envelope the amount of ordinary salary or wages due, details of the overtime due for that pay period, details of all deductions made from the gross earnings, and the net amount payable shall be shown.

22.—Right of Entry.

A duly accredited representative of the Union shall be permitted to interview any worker on legitimate Union business on the business premises of his employer during the recognised meal hour of the worker with the permission of his employer (which permission shall not be unreasonably withheld) but this permission shall not be exercised more than once in any one week without the consent of the employer.

23.—Term.

Subject to the provisions of the Industrial Arbitration Act this Award shall operate for a period of three (3) years commencing as from the beginning of the first pay period after the 1st day of January, 1954.

I certify, pursuant to section 65 of the Industrial Arbitration Act, 1912-1952, that the foregoing is a copy of the agreement arrived at between the parties mentioned above.

Dated at Perth this 30th day of November, 1953.

[L.S.] (Sgd.) L. W. JACKSON,
President.

Filed at my office this 30th day of November, 1953.

(Sgd.) R. BOWYER,
Clerk of the Court of Arbitration.

Schedule of Respondents.

1. Airey, G. F.; 43 Coode Street, Bayswater.
2. Armadale Agencies; Jull Street, Armadale.
3. Armstrong, J. W.; Orient Buildings, 56 William Street, Perth.
4. Avery and Savage; Bon Marche Arcade, 80 Barrack Street, Perth.
5. Benson, D. M.; 713 Hay Street, Perth.
6. Blake, Mrs. T. H.; Bank of Adelaide Chambers, St. George's Terrace, Perth.
7. Burke, T. M. Pty. Ltd.; Gledden Buildings, cor. Hay and William Streets, Perth.
8. Burnham, J.; 160 Murray Street, Perth.
9. Burrige, Leslie and Son; 79-80 A.M.P. Chambers, William Street, Perth.
10. Cameron Pearce & Co.; 158 Murray Street, Perth.
11. Cargeeg Bros.; City Mutual Building, St. George's Terrace, Perth.
12. Congrave & Co.; 44 Adelaide Street, Fremantle.
13. Conlan & Smith; 62 St. George's Terrace, Perth.
14. Devenish, S. B. & Sons; 187 James Street, Guildford.
15. Dudley & Dwyer Ltd.; Victoria House, St. George's Terrace, Perth.
16. Ferris & Forbes; Bay View Terrace, Claremont.
17. Floyd & Co.; Victoria House, 98 St. George's Terrace, Perth.
18. Foristal, I.; 21 Fairway, Nedlands.
19. Fox, A. L.; 249 Murray Street, Perth.
20. Guardian Property Service; Perpetual Trustee Buildings, St. George's Terrace, Perth.
21. Harper, E. & S. & Co.; 70-72 Stirling Highway, Cottesloe.
22. Hickey & Son; Sheffield House, 713 Hay Street, Perth.
23. Holland, H. L.; 28-29 A.M.P. Chambers, William Street, Perth.
24. Irvin, Roy S.; 97 St. George's Terrace, Perth.
25. James & Sons; 41 Barrack Street, Perth.
26. Kerr, P. C.; 135 St. George's Terrace, Perth.
27. Langsford & Son; A.M.P. Chambers, William Street, Perth.
28. Lang, H. & Co.; 237 Murray Street, Perth.
29. Lennon, E. S.; 178-180 St. George's Terrace, Perth.
30. Luber, G. & Co.; 29 Barrack Street, Perth.
31. Manners, W. M. & Co.; E. S. & A. Bank Chambers, St. George's Terrace, Perth.
32. Montgomery, Anderson & Conway; Bank of Adelaide Chambers, St. George's Terrace, Perth.
33. Morris & Norman; A.M.P. Chambers, No. 1 Basement, William Street, Perth.
34. McCombes and Edwards; A.M.P. Chambers, Perth.
35. McLean, Carmichael, Pty. Ltd.; Perpetual Trustee Chambers, St. George's Terrace, Perth.
36. Newholme's Estate Agency; 114 Murray Street, Perth.
37. Newnham, H. L. & Son; City Mutual Chambers, St. George's Terrace, Perth.
38. Noble, Richard & Company; W.A. Trustee Buildings, St. George's Terrace, Perth.
39. Pacey, R. H.; 29 Barrack Street, Perth.
40. Page-Wright, G., and Andrew; 97 St. George's Terrace, Perth.
41. Peet & Co. Ltd.; 46 St. George's Terrace, Perth.
42. Pearson, F. R.; 22 Bon Marche Buildings, Barrack Street, Perth.
43. Roche, A & Son; 14 Queen Street, Fremantle.
44. Samson, W. F.; 5 Queen Street, Fremantle.
45. Sewell, H. C. & Co. Ltd.; Commercial Bank Chambers, St. George's Terrace, Perth.
46. Shellabear, S. A.; 62 St. George's Terrace, Perth.
47. Sheppard, A. & Co. Pty. Ltd.; C.T.A. Buildings, St. George's Terrace, Perth.
48. Stiles & Stiles; Grand Theatre Buildings, 166 Murray Street, Perth.
49. Thorogood, A. R. & Co.; 256 Albany Road, Victoria Park.
50. Toy, W. D. & Son; 25 William Street, Perth.
51. Wallis & Sons; Atwell Arcade, Fremantle.
52. Wasley, G. A.; Bon Marche Arcade, 80 Barrack Street, Perth.
53. Waters, G. J.; 87 St. George's Terrace, Perth.
54. Wearne, L. J.; 87 Whatley Crescent, Bayswater.
55. West, Walter T.; Wesley Hall Chambers, 2 Cantonment Street, Fremantle.
56. Winslade & Lawrance; 99 St. George's Terrace, Perth.

IN THE COURT OF ARBITRATION
OF WESTERN AUSTRALIA.

No. 239 of 1953.

Between West Australian Amalgamated Society of Railway Employees' Union of Workers, Applicant, and The Western Australian Government Railways Commission, Respondent.

HAVING heard Mr. C. A. Gough on behalf of the applicant and Mr. K. D. Reeves on behalf of the respondent, and by consent, the Court, in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1952, doth hereby order and declare that Award No. 50 of 1951, as amended, be and the same is hereby further amended in the terms of the attached Schedule.

This Order shall operate as from and including the 13th day of December, 1953.

Dated at Perth this 23rd day of December, 1953.

By the Court

[L.S.] (Sgd.) L. W. JACKSON,
President.

Schedule of Amendments.

Clause 6.—Hours of Duty.

In subclause (d), delete the words and figures "two shillings and sixpence (2s. 6d.)" and insert in lieu thereof the words and figure "three shillings (3s.)."

Clause 8.—Night Work and/or Shift Work.

In subclause (a) (i), delete the words and figures "fivepence halfpenny (5½d.)" and insert in lieu thereof the word and figure "sevenpence (7d.)."

In subclause (a) (ii), delete the word and figure "threepence (3d.)" and insert in lieu thereof the words and figures "threepence halfpenny (3½d.)."

In subclause (a) (iii), delete the words and figures "fifty-four per cent. (54%)" and "threepence (3d.)" and insert in lieu thereof the words and figures "sixty-five per cent. (65%)" and "threepence halfpenny (3½d.)," respectively.

In subclause (a) (iv), delete the words and figures "one penny halfpenny (1½d.)" and insert in lieu thereof the words and figure "two pence (2d.)."

Clause 9.—Away from Home and Meal Allowance.

In subclause (b), delete the words and figures "eleven shillings and threepence (11s. 3d.)" and "two shillings and sixpence (2s. 6d.)" and insert in lieu thereof the words and figures "thirteen shillings and threepence (13s. 3d.)" and "three shillings (3s.)" respectively.

IN THE COURT OF ARBITRATION
OF WESTERN AUSTRALIA.

No. 234 of 1953.

In the matter of an Industrial Agreement made on the 2nd day of April, 1938, Nod. 5 of 1938, between the Western Australian Professional Musicians' Union of Workers, Perth, of the one part and L. A. Brewer (Producer of Theatrical and Vaudeville Productions and Motion Picture and Talkie Exhibitors), Perth, Goldfields and South-West Land Division; Edmund Warrington (Travelling Entrepreneur) of the other part, and in the matter of an application by

the Musicians Association of Western Australia Union of Workers, Perth, for leave to cancel the said Industrial Agreement.

HAVING heard Mr. C. S. L. Vickery on behalf of the applicant union, there being no objectors to the application, and being satisfied that the requirements of the Act and the regulations made thereunder have been complied with, the Court doth hereby order that leave be granted for the cancellation of the Industrial Agreement made the 2nd day of April, 1938, and Nod. 5 of 1938, which agreement was declared on the 8th day of July, 1938, to have the effect of an award and be a common rule of the industry or industries to which it relates within that portion of the State south of the 24th degree parallel of latitude.

Dated at Perth this 23rd day of December, 1953.

By the Court.

[L.S.] (Sgd.) L. W. JACKSON,
President.

W.A. COAL INDUSTRY TRIBUNAL.

In the matter of the Mining Act Amendment Act No. 84 of 1948, Part XIII, Division I. And in the matter of an industrial dispute wherein the Coalminers' Industrial Union of Workers, Collie, applicant, and Amalgamated Collieries of W.A. Ltd. and others, respondents, are parties; and in the matter of an application by the Union to amend Award No. 4 of 1953 of the W.A. Coal Industry Tribunal by adding to clause 13—Holidays—a new subclause (h).

(Application No. 36 of 1953, Part I of W.A.C.I.T.)

The Tribunal hereby awards, orders and prescribes that Award No. 4 of 1953 of the W.A. Coal Industry Tribunal, as amended, be further amended in the following manner:—

1. Clause 13—Holidays—Add the following new subclause:—

(h) In addition to the holidays prescribed in this clause workers shall be permitted to take four (4) days per annum without pay for the purpose of holding aggregate meetings, not more than one day to be taken in each quarter, provided that the meetings are held in accordance with Union rules and provided also that at least twenty-four (24) hours' notice is given to all employers of the intention to hold any such meeting.

2. This amendment shall take effect as from 1st January, 1954.

Dated at Collie this 17th day of December, 1953.

W. J. WALLWORK,
Chairman, W.A. Coal Industry Tribunal.

Filed in my office this 30th day of December, 1953.

R. BOWYER,
Clerk of Court of Arbitration.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 163 of 1953.

Between the Foremen (Government) Industrial Union of Workers, W.A., Applicant, and the Hon. Minister for Works, Hon. Minister for Water Supply, Sewerage and Drainage, the Minister in Charge of State Engineering Works and Fremantle Harbour Trust Commissioners, Respondents.

HAVING heard Mr. C. F. Hall on behalf of the applicant Union, Mr. H. A. Jones on behalf of the various Ministers, respondents to the Award, and Mr. H. C. Rudderham on behalf of the Fremantle Harbour Trust Commissioners and in pursuance of a remission to me by the Court of Arbitration and in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1952, I

hereby order and declare that Award No. 46 of 1950, as amended, be and the same is hereby further amended in the manner following:—

Clause 3.—Area and Scope.

Delete the word "and" appearing in the fifth line of this clause and insert the words "and the Fremantle Harbour Trust Commissioners" after the word "Works" appearing in the seventh line of this clause.

Clause 4.—Wages.

Delete the whole of this clause and insert in lieu thereof:—

(a) Basic Wage:

	£	s.	d.
(i) Within a radius of fifteen (15) miles of the G.P.O., Perth	12	6	6
(ii) Outside a fifteen (15) mile radius of the G.P.O., Perth, but within the South-West Land Division	12	6	0
(iii) Outside the South-West Land Division	12	9	4

(b) Foremen shall be paid margins in accordance with the classification herein prescribed.

(i) Class 1—Foremen:

Fitting shop, State Engineering Works.
Moulding shop, State Engineering Works.
Blacksmith shop, State Engineering Works.
Carpentry shop, State Engineering Works.
Patternmaker, State Engineering Works.
Meter shop, State Engineering Works.
Machine shop, State Engineering Works.
Boiler shop, State Engineering Works.
Tractor shop, East Perth Workshops.
Electrical workshop and/or installation, East Perth Workshops.
Electrician, Metropolitan Water Supply.
Fitter, Fremantle Harbour Trust.
Maintenance, Fremantle Harbour Trust.

Marginal range per annum: £398-£413-£428. Advancement from the minimum to the maximum shall be by yearly increments.

(ii) Class 2—Foremen:

Plumbing shop, State Engineering Works.
Mechanic, East Perth Workshops.
Repairs and Maintenance, East Perth Workshops.
Machine shop, East Perth Workshops.
Bodybuilding shop, East Perth Workshops.
Fitting shop, East Perth Workshops.
Fitter, Albany Workshops, P.W.D.
Tradesmen other than herein specified, Metropolitan Water Supply, Mundaring.
Construction, Metropolitan Water Supply, Mundaring.
Welder, Construction, Metropolitan Water Supply.
Electrical Fitter, Fremantle Harbour Trust.

Marginal range per annum: £343-£353-£378.

The Minister shall classify each officer within the marginal range herein prescribed and may re-classify any officer, within the above range, or promote such officer or officers to Class 1, at any time when in the opinion of the Minister concerned, the experience of such officer and the nature of his duties or responsibilities warrant such re-classification.

(c) Sub-foreman:

First year—£276.

Second year—£302.

(d) Any person appointed to the position of foreman or sub-foreman and not covered by any of the above classifications shall be classified by agreement between the parties, or failing such agreement, leave is hereby granted for either party to apply to the Court of Arbitration.

Clause 7.—Overtime.

Delete subclause (1) of this clause and insert in lieu thereof:—

(i) (a) Time and a half for the first four (4) hours after the usual stopping time and double time thereafter. Provided that all work (other than shift work) after 10 p.m. on Monday to Friday inclusive shall be paid at double time up to the usual starting time.

(b) Where work other than shift work is done on Saturdays, the workers shall be paid at the rate of time and a half for the first four (4) hours and double time thereafter, but if work is performed in any period from 5 p.m. on Saturdays, the worker shall be paid double time for all time worked after that hour.

Dated at Perth this 9th day of December, 1953.

(Sgd.) S. F. SCHNAARS,
Conciliation Commissioner.

IN THE COURT OF ARBITRATION
OF WESTERN AUSTRALIA.

No. 222 of 1953.

Between Amalgamated Collieries of W.A. Limited, Applicant, and The Coal Miners' Industrial Union of Workers of Western Australia, Collie, Respondent.

HAVING heard Mr. A. S. Cowan on behalf of the applicant and Mr. W. S. Latter on behalf of the respondent, the Court of Arbitration in pursuance of the powers conferred by section 323 (2) of the Mining Act Amendment Act, 1948, Part XIII, Division 1, doth hereby order that the Order of the Western Australian Coal Industry Tribunal, made the 2nd October, 1953, in respect of application No. 8 of 1953, Part II, Claims 2 and 3 before the said Tribunal be quashed and set aside and that Award No. 4 of 1953 of the said Tribunal be amended by deleting clauses 22 and 27 (b) (1), (2) and (3) thereof.

Dated at Perth this 30th day of November, 1953.

By the Court.

[L.S.] (Sgd.) L. W. JACKSON,
President.

INDUSTRIAL AGREEMENT.

No. 1 of 1954.

Registered 13th January, 1954.

THIS Agreement, made pursuant to the provisions of the Industrial Arbitration Act, 1912-1952, of Western Australia this 10th day of December, 1953, between the Western Australian Local Governing Bodies' Officers' Association Union of Workers (hereinafter called the Association) of the one part, and the Kalgoorlie Road Board (hereinafter called the Board) of the other part, witnesseth as follows:—

Whereas the parties hereto being the parties to the Industrial Agreement made on the 8th day of December, 1952, and numbered 17 of 1952, have mutually agreed that the said Industrial Agreement shall be and the same is hereby varied in the following, that is to say:—

1. Amendment to Clause 4—Definitions.—Delete the whole of this clause and insert in lieu thereof the following:—

(a) "Year"—For the purpose of this Agreement the term year shall mean the statutory period determined as being the financial year for a Road Board.

(b) "Permanent Officer"—A permanent officer for the purpose of this Agreement, is one who is appointed by resolution of the Board and is given notice of such appointments in writing under the hand of the secretary.

(c) "Temporary officer" shall mean a worker engaged by the day and paid subject to the provisions of clause 5 (f).

(d) "Revenue"—(1) For the purpose of this Agreement, revenue shall, except as provided in subclauses (2) and (3) hereof, deem to mean all moneys received by the Board from all sources, including moneys received from the Main Roads Department, State Housing Commission, or any other Government Department or instrumentality, or any other contribution for the construction and maintenance of any road, culvert, bridge or similar undertaking.

(2) Moneys received by way of loan or trust and moneys received from the realisation of real estate and other fixed assets of a capital nature shall not be deemed to be revenue within the meaning of this Agreement.

(3) Revenue from electric light undertakings, or any other trading concern or public utility, shall be deemed to be only the net profit on such undertakings or works after providing for all expenses, provided that for ascertaining the salary of a secretary or any engineer who is responsible for such undertakings or works, such net profit shall not in any case be deemed to be less than one-half of the total receipts from such undertakings or works.

(4) At any particular time during the continuance of this Agreement, "revenue" shall mean the revenue calculated according to the foregoing provision as shown by the accounts of the Board for the financial year preceding the time in question.

(e) "Secretary" shall mean the secretary of the Board, local board of health, vermin board, water board, sanitary or drainage board, or the person who may combine the duties of all of these positions.

(f) "Engineer" shall mean an officer of the Board (excepting a works supervisor) qualified by training or experience who is required to prepare estimates and specifications, and to set out, supervise, control or inspect any outside work of the Board.

(g) "Works supervisor" shall mean an officer who supervises, directs and controls outside work.

(h) "Works foreman or overseer" shall mean an officer who supervises work under the direction of an engineer or works supervisor.

(i) "Traffic inspector" shall mean an officer appointed as such by the Board, whether his employment is solely by the Board or conjointly with any other local authority.

(j) "Board" shall mean and include the Kalgoorlie Road Board, Local Board of Health and Vermin Board.

(k) "Association"—Association shall mean the West Australian Local Governing Bodies' Officers' Association.

2. Amendment to Clause 5—Salaries.—Delete subclause (e)—Other Classified Officers—and insert in lieu thereof the following:—

	Margin.		
	£	s.	d.
Works Supervisor	516	2	0
Building Surveyor	246	4	0
Head Foreman	207	4	0
Building Inspector	216	4	0
Works Foreman or Overseer	187	4	0
Traffic Inspector	207	4	0
Collectors (Rates or Sanitary Rates)	151	4	0
Part-time Caretakers—The rate of salary shall be as agreed between the Board and the Association.			

3. Amendment to Clause 12—Holidays.—By adding after Western Australia the following words:—

Where an officer at the direction of the Board performs work on any of the prescribed holidays he shall have equivalent time added to his annual leave. This accumulation shall be limited to five (5) days in one year.

In witness whereof the parties hereto have hereunto set their hands and seals the day and year first before written.

Signed for and on behalf of
the Kalgoorlie Road Board
in the presence of—

C. McCreed (Witness)

[L.S.] A. CRUICKSHANK,
Vice-Chairman.
A. E. RASMUSSEN,
Secretary.

The Common Seal of the
West Australian Local Govern-
ing Bodies' Officers'
Association Union of Work-
ers in the presence of—

N. Meldrum (Witness).

[L.S.] L. R. LATHAM,
President.
V. ULRICH,
Secretary.

W.A. COAL INDUSTRY TRIBUNAL.

No. 41 of 53.

In the matter of the Mining Act Amendment Act No. 84 of 1948 Part XIII Division I, and in the matter of an industrial dispute wherein the Coal Miners Industrial Union of Workers Collie, applicants, and the Amalgamated Collieries of W.A. Ltd., respondents (and others) are parties, and in the matter of an application by the Union to amend Award No. 4 of 1953 of W.A.C.I.T. Clause 13 (c) and Clause 14 (h). (Application No. 41 of 1953 W.A.C.I.T.)

The Tribunal hereby awards, orders and prescribes that Award No. 4 of 1953 of the W.A. Coal Industry Tribunal as amended, be further amended in the following manner:

1. Clause 13—Holidays:

Delete subclause (c) and insert in lieu thereof the following new subclause—

(a) A contract miner shall be entitled to be paid when on holidays a rate equal to loaderman's rate. A contract wheeler shall be entitled to be paid when on holidays a rate equal to wheeler packer's rate.

2. Clause 14.—Sick leave subclause (h):

Delete the words "or in the case of a contract miner the minimum rate for his grade" and insert thereof "or in the case of a contract miner, loaderman's rate, and in the case of a contract wheeler, wheeler packer's rate."

3. These amendments shall take effect forthwith.

Dated at Collie this 17th day of December, 1953.

W. J. WALLWORK,
Chairman, W.A. Coal Industry Tribunal.

Filed in my office this 24th day of December, 1953.

R. BOWYER,
Clerk of Court of Arbitration.

W.A. COAL INDUSTRY TRIBUNAL.

No. 32 of 1953.

In the matter of the Mining Act Amendment Act No. 84 of 1948 Part XIII Division I, and in the matter of an industrial Dispute wherein the Coal Miners Industrial Union of Workers Collie, applicants, and the Amalgamated Collieries of W.A. Ltd., and others, respondents, are parties. The union make application that Clauses 13 (b) 6 (f), 6, and Clause 6 be

amended by adding new subclause (p), of Award No. 4 of 1953, be amended. (Application No. 32 of 1953 of W.A.C.I.T.)

The Tribunal hereby awards, orders and prescribes that Award No. 4 of 1953 of the W.A. Coal Industry Tribunal, as amended, be further amended in the following manner:

1. Clause 6 (g).

The existing provisions shall constitute a separate paragraph and will be numbered (i) and the following new paragraph will be inserted—

(ii) Where night shift is worked in rotation by pumpmen 10 per cent. shall be added to the day shift rate whether or not coal is hauled and tipped on afternoon shift.

Dated at Collie this 17th day of December, 1953.

W. J. WALLWORK,
Chairman W.A. Coal Industry Tribunal.

Filed in my office this 23rd day of December, 1953.

R. BOWYER,
Clerk of Court of Arbitration.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 24 of 1953.

Between Australian Workers' Union, Westralian Branch, Industrial Union of Workers, Applicant, and Minister for Works, Fremantle Harbour Trust Commissioners, State Shipping Service, Respondents.

WHEREAS an industrial dispute existed between the abovenamed parties, and whereas the said dispute was referred into Court for the purpose of hearing and determination, and whereas the said reference of industrial dispute was remitted by the Court to the Conciliation Commissioner, and whereas the parties subsequently met and conferred and have arrived at agreement on all matters in difference, and whereas the parties have this day appeared before the Conciliation Commissioner by their respective representatives and requested the Conciliation Commissioner to make the said Agreement an Award of the Court: Now, therefore, the Conciliation Commissioner, pursuant to Section 65 of the Industrial Arbitration Act, 1912-1952, and all other powers therein enabling him, hereby declares the memorandum hereunder written to have the same effect as and be deemed an Award of the Court.

Memorandum of Agreement.

(Note.—Wherever the word "Award" occurs herein, it shall be taken to mean and include "Agreement").

1.—Title.

This Award shall be known as the A.W.U. Port Construction, Installations, Maintenance and River Improvements Award.

2.—Arrangement.

1. Title.
2. Arrangement.
3. Area.
4. Scope.
5. Hours of Duty.
6. Overtime.
7. Annual Leave.
8. Public Holidays.
9. Country Work.
10. Camping Area.
11. Camping Allowance.
12. Cooks.
13. Wet Work.
14. Payment of Wages.
15. Higher Duties.
16. Conveyance of Men.
17. Gangers.
18. Meal Hours.
19. Reporting for Duty.
20. Casual Workers.
21. Walking Time.
22. Dirty Work Allowance.

23. Rest Period.
24. First Aid.
25. Contract of Service.
26. Sick Leave.
27. Long Service Leave.
28. Board of Reference.
29. Under Rate Workers.
30. Oilskins.
31. Shift Work.
32. Term.
33. Definitions.
34. Rates of Pay.
35. Job Representative.
36. Inspection of Wages Sheets.
37. Preference.
38. Change Room.

3.—Area.

This Award shall operate over the coastline of the State of Western Australia from a point twenty (20) miles North of Geraldton to a point twenty (20) miles East of Esperance, and for a distance of twenty-five (25) miles inland therefrom.

4.—Scope.

This Award shall apply to the classifications of workers mentioned herein employed in or in connection with the following industries:—

(a) the construction, maintenance and/or demolition of floating docks, graving docks, slipways, viaducts, wharves, jetties, breakwaters, moles, retaining walls and all sheds and buildings on or about floating docks, graving docks, slipways, wharves and jetties.

(b) the construction and/or maintenance of roads and approaches railway and crane lines, floating plant, surveys and reclamation work.

5.—Hours of Duty.

(a) Forty (40) hours shall constitute a week's work. The ordinary working hours shall not exceed eight (8) per day Mondays to Fridays inclusive, except in the case of watchmen, whose ordinary hours on any one day shall not exceed eight (8) Monday to Sundays both inclusive.

(b) (i) Any employer (or respondent to the Award) may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

(ii) The union or worker or workers covered by the Award shall not in any way, whether directly or indirectly, be party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this sub-clause.

(iii) This subclause shall remain in operation until otherwise determined by the Court.

6.—Overtime.

(a) All time worked outside of or in excess of the usual hours shall be paid for the first four (4) hours after the usual stopping time at the rate of time and a half, and thereafter double time. Provided that workers called on to start work within an hour and a half of the usual starting time shall be paid at the rate of time and a half until the usual starting time. Provided also that if a worker is called out for duty at or after 10.30 p.m. on Monday, Tuesday, Wednesday, Thursday or Friday, and before an hour and a half of the usual starting time on Monday, Tuesday, Wednesday, Thursday or Friday, he shall be paid double time rates until the usual starting time. Notwithstanding anything herein to the contrary, all overtime in excess of four (4) hours on any day shall be paid for at the rate of double time.

(b) Where work is done on Saturdays it shall be paid at the rate of time and a half for the first four (4) hours and double time thereafter. Provided further that workers called out for duty at or after 5 p.m. on Saturdays shall be paid double rates.

(c) If the employer requires an employee to work on Sunday, such employee shall be paid at the rate of double time.

(d) If an employee is recalled to work after leaving his job, he shall be paid a minimum of two (2) hours at the appropriate rates.

(e) The provisions of subclause (a) to (d) both inclusive, shall not apply to watchmen who shall be paid at the rate of time and a quarter for all time worked in excess of eight (8) hours in any shift or forty (40) hours in any week exclusive of Sunday. All time worked by watchmen on Sundays shall be paid for at the rate of time and a half.

7.—Annual Leave.

(a) Except as hereinafter provided, a period of two (2) consecutive weeks' leave with payment of ordinary wages as prescribed shall be allowed annually to a worker by the employer after a period of twelve (12) months' continuous service with such employer.

(b) If any holiday under this Award falls within a worker's period of annual leave and is observed on a day which in the case of that worker would have been an ordinary working day, there shall be added to that period one day being an ordinary working day for each such holiday observed as aforesaid.

(c) A worker may be rostered off and granted annual leave with payment of ordinary wages as prescribed prior to his having completed a period of twelve (12) months' continuous service, in which case, should the services of such worker terminate or be terminated prior to the completion of twelve (12) months' continuous service, the said worker shall refund to the employer the difference between the amount received by him for wages in respect of the period of his annual leave and the amount which would have accrued to him by reason of the termination of his services.

(d) (i) Subject to paragraph (ii) when computing the annual leave due under this clause, no deduction shall be made from such leave in respect of the period that a worker is on annual leave and/or holidays: Provided that no deduction shall be made for any approved period a worker is absent from duty through sickness, with or without pay, unless the absence exceeds three (3) calendar months, in which case deduction may be made for such excess only.

(ii) Approved periods of absence from work caused through accident sustained in the course of employment shall not be considered breaks in continuity of service, but the first six (6) months only of any such period shall count as service for the purpose of computing annual leave.

(e) In the event of a worker being employed by an employer for portion only of a year, he shall only be entitled to such holidays on full pay as are proportionate to his length of service during that period with such employer.

(f) Any worker who may resign or be dismissed from the service for any cause, other than for peculation or theft shall be entitled to receive payment for any annual leave which may have been due up to the time of leaving the service: Provided always that if the worker has been dismissed for peculation or theft no claim for annual leave shall be recognised. Misconduct herein referred to shall not affect accumulated annual leave or payment therefor.

(g) When work is closed down for the purpose of allowing annual leave to be taken, workers with less than a full year's service shall only be entitled to payment during such period for the number of days leave due to them: Provided that nothing herein contained shall deprive the employer of his right to retain such workers at work during the close down period as may be required.

(h) "Ordinary wages" for the purpose of sub-clause (a) hereof shall mean the rate of wage the worker has received for the greatest proportion of the calendar month prior to his taking the leave.

(i) The provisions of this clause shall not apply to casual workers.

8.—Public Holidays.

(a) Except as hereinafter provided each of the following days, or the day observed in lieu thereof, shall be allowed as a holiday to all workers and be paid for, namely—New Year's Day, Australia Day (26th January), Good Friday, Easter Saturday,

Easter Monday, Anzac Day, Labour Day, Foundation Day, Queen's Birthday, Christmas Day and Boxing Day.

(b) Whenever any holiday falls on an employee's ordinary working day and the employee is not required to work on such day, he shall be paid for the ordinary hours he would have worked on such day if it had not been a holiday. If he is required to work on a holiday, he shall be paid for the time worked as if it was an ordinary working day and shall in addition be allowed a day's leave with pay to be added to the annual leave or to be taken at some subsequent date if the worker so agrees.

(c) In the case of workers working a five-day week, no payment or a day in lieu shall be granted for any public holiday falling on a Saturday.

(d) Payment for holidays shall be in accordance with the usual hours of work.

(e) Payment shall not be made for any holiday which occurs whilst a worker is off duty owing to leave without pay or sickness, including accidents, off duty, excepting time for which he is entitled to sick pay.

(f) When a worker is on duty or available for duty on the whole of the working day immediately preceding a holiday, or resumes duty or is available for duty on the whole of the working day immediately following a holiday, as prescribed in subclause (a), he shall be paid for such holiday.

(g) Subject to subclause (h) of this clause, a casual worker shall not be entitled to payment for any holiday referred to in this clause.

(h) For all work done by a casual worker on any holiday referred to in this clause, double ordinary basic time rates shall be paid.

9.—Country Work.

(a) When a worker is called on to proceed on duty away from the place where he is then or is usually employed to any place where he cannot return to his own abode at night, the employer shall pay all fares and an allowance of ten shillings (10s.) for each twenty-four hours, or reasonable expenses, or provide board and lodgings.

(b) Travelling time shall be calculated on the ordinary rates of pay at the place of departure.

(c) A worker travelling to work away from or returning to his usual place of employment shall be paid for the actual travelling time in his ordinary working hours, and in addition thereto his actual travelling time outside his ordinary working hours shall be paid at ordinary rates up to a maximum of eight (8) hours in any one day.

(d) Sunday travelling time shall be paid for at the same rate and on the same conditions as on week days.

(e) In respect of a worker who is provided with a sleeper berth, travelling time shall not count between 10 p.m. and 6 a.m. Provided that this shall not operate to reduce the travelling time when paid for below eight (8) hours in any one day.

10.—Camping Area.

(1) When camping areas are necessary for the employees, such shall be provided by the employer and the area shall be enclosed with a stockproof fence where necessary.

(2) (a) When employees camp out the employer shall provide sufficient tent with fly and/or cubicle accommodation at rates to be fixed or failing agreement, as decided by the Board of Reference; provided that in the case of tents and fly a minimum rental of 1s. 6d. per week shall be charged for each tent.

(b) When it is estimated that an employee in the normal course of events will be required to live on the same section of any work for a period estimated to be from the duration of more than one week and less than three months an 8 x 10 feet high-sided tent on an interior frame shall be provided for two employees, or, if at his own request, for one employee only. A gravel matting, malthoid, or other temporary type of flooring shall be provided.

(c) When it is estimated that an employee in the normal course of events will be required to live on the same section of work for a period estimated to be of a duration of more than three months and less than one year an 8 x 10 feet high-sided tent, on an interior frame with board floor shall be provided for two employees, or if accommodation can reasonably be made available a worker may, at his own request, occupy the accommodation singly.

(d) When it is estimated that an employee in the normal course of events will be required to live on the same section of any work for a period estimated to be of a duration of more than one year, a framed hut to accommodate one or more men, shall be provided. The floor space shall be based on 50 square feet per man.

(3) An enclosed galley with fireplace fitted with flue shall be supplied where the number of employees exceeds six and the duration of the camp exceeds one month.

(4) All time occupied in erecting tents or in shifting camp shall be paid for at ordinary rates, two hours to be allowed where camps are already erected and four hours where camps are to be erected, provided that overtime rates shall be paid when the work is performed outside ordinary working hours. In shifting camp provision shall be made by the employer for the transport of the employees living in the camp, together with their personal property free of charge up to 4 cwt.

(5) The Department shall supply free of charge, wire stretcher, suitably filled palliase and a hurricane lamp with kerosene as considered reasonable by the Engineer in Charge or other suitable lighting as approved by the Engineer in Charge for all employees occupying a tent or cubicle.

(6) The Department shall provide potable water for workers and for authorised boarding houses. Tanks shall be fitted with taps. Boiling water shall also be provided by the Department for the workers' mid-day meal.

(7) The Department shall provide free of charge on each work, water bags which in the opinion of the officer in charge are suitable.

Firewood shall be supplied free of charge where considered necessary by the officer in charge.

(8) The employer shall provide bath-houses fitted with showers, one to every 10 employees. Water shall be available for use in the showers or bath where baths are provided at work ceasing time provided an adequate supply of water is available. Where an attendant is provided, hot water shall be provided where practicable.

(9) In all camps of over fifteen (15) employees and where the duration of the camp is not less than three months, the employer shall provide an adequate wash house equipped with copper and wash troughs or tubs to enable the employees to wash their clothes. In other camps employees shall provide sufficient facilities to enable employees to wash their clothes, such facilities to be as considered necessary by the officer in charge.

(10) The employer shall instal flyproof sanitary conveniences (one seat to every ten employees, and each seat to be partitioned off) in all camps and on the job, and shall maintain these conveniences in a clean condition. Sufficient covering to ensure decency, and shade and protection from the weather shall be provided. The employer shall also supply sufficient and proper material to keep the sanitary accommodation innocuous. Such sanitary accommodation to be so situated as to preclude the possibility of contamination of the water supply and/or foodstuffs of the employees.

(11) The employer shall provide adequate drainage for all camps.

(12) The employer shall make provision for the disposal of garbage and night soil, the employer shall keep the camping area reasonably free from undergrowth, long grass and dangerous trees, and where considered necessary by the officer in charge, a camp attendant shall be supplied whose duties it shall be to maintain the camp in a clean and sanitary condition.

(13) The employer shall provide water for horses in the horse camp and on the job, and where necessary suitable containers shall be supplied.

(14) Horse yards shall not be erected within one-eighth of a mile of the general camp.

(15) Where a store is not available at the camp to supply commodities to the employees, and where trades people do not call, the employer shall provide free transport up to three times per week if necessary, to enable commodities to be obtained by the employees from the nearest town. Employees shall elect a delegate who shall be responsible for the collection and distribution of orders and supplies.

The Department shall not be liable for loss or damage to stores during transport.

(16) The employer shall, when necessary, give an advance by way of procurement order on the store to the amount of one day's pay against wages earned to a new employee to enable him to obtain food stuffs.

11.—Camping Allowance.

(a) Employees who in order to be available for their work have to live in a camp established, whether by employers or employees for the purpose of enabling employees to be so available by living therein, shall be paid a camping allowance of four shillings (4s.) for each day on which they are required to hold themselves and do hold themselves available in a camp throughout the said day, whether or not work is done on the said day, provided, however, that the total amount payable under this provision shall not exceed twenty shillings (20s.) per week.

(b) When satisfactory accommodation is made available by any respondent the allowance mentioned in the preceding subclause may be reduced in the case of any worker however short his occupation when the camp location is fixed for a period of six months or longer; the amount of such reduction to be agreed upon by a representative of the respondents concerned and the Union, and in the event of a dispute or difference to be referred to a Board of Reference for determination. Provided that when satisfactory accommodation (other than the provision of tents or huts, as referred to in clause 10, paragraphs (a) to (d) of subclause (2), is made available in the case of a married man by a respondent, the allowance mentioned in the preceding paragraph shall not be payable however short his occupation of such accommodation when the camp location is fixed for a period of six months or longer. Such accommodation shall not be deemed satisfactory for the purpose of this subclause unless it is sufficient to reasonably provide for the accommodation of the worker, his wife, and any of such worker's dependants who shall be nominated by him. Any dispute as to the accommodation provided under this subclause may be referred to the Board of Reference.

12.—Cooks.

In all camps containing twenty (20) or more employees, where the camp location is fixed for a period of six (6) months or longer, one of the following methods of catering shall be adopted at the discretion of the employer:—

(1) (a) The employer shall provide a boarding housekeeper in which case no cooking or eating utensils will be provided.

(b) Where a boarding housekeeper is provided full camping allowance as provided in subclause 11 shall be paid to the worker.

(2) (a) A cook shall be employed by the Department in which case the Department shall supply cooking and eating utensils.

(b) A cook so engaged shall be remunerated at the following rates:—

- (i) A cook required to work seven (7) days per week shall be paid a margin of 20s. plus one-third of the basic wage and margin to cover all overtime and week-end work.

- (ii) A cook required to work six (6) days per week shall be paid a margin of 20s. plus one-quarter of the basic wage and margin to cover all overtime and week-end work.

- (iii) A cook required to work five (5) days per week shall be paid a margin of 20s. plus one-sixth of the basic wage and margin to cover all overtime and week-end work.

(c) The number of cooks and cooks' offiders to be employed shall be in accordance with the following schedule:—

Where the number of employees in the mess does—

- not exceed 15—1 cook;
- exceeds 15 but not 30—1 cook and 1 offsider;
- exceeds 30 but not 50—1 cook and 2 offiders;
- for each additional 20—1 additional offsider.

(d) The cook's offsider shall be paid the following rates:—

- (1) Cook's offsider required to work seven (7) days per week shall be paid the basic wage plus a margin of 6s. plus one-third of the basic wage and margin to cover all overtime and week-end work.
- (2) Cook's offsider required to work six (6) days per week shall be paid the basic wage plus a margin of 6s. plus one-quarter of the basic wage and margin to cover all overtime and week-end work.
- (3) Cook's offsider required to work five (5) days per week shall be paid the basic wage plus a margin of 6s. plus one-sixth of the basic wage and margin to cover all overtime and week-end work.

(e) Each mess shall have a committee of management appointed by the workers and such committee shall be responsible for the running and discipline of such mess and the actual engagement of the cook.

(f) Where a cook is provided each worker shall be deducted two shillings (2s.) per working day from the camping allowance prescribed in subclause (a) of clause 11; provided however, the amount payable under this provision shall not exceed ten shillings (10s.) per week.

(g) The department shall provide a suitable messroom.

(h) The cook and his offsider will be responsible for contributing towards the cost of food in accordance with the formula adopted by the committee.

13.—Wet Work.

(a) Any worker working in water or "wet places" shall be paid an extra allowance of one shilling and fourpence (1s. 4d.) per day or part of a day.

(b) "Wet places" shall mean places where, in the performance of the work the splashing of water and mud saturates the worker's clothing, or where protection is not provided to prevent splashing or drippings sufficient to saturate his clothing, and shall include wet material or wet ground in which it is impracticable for the worker wearing ordinary working boots to work without getting wet feet. Provided that this clause shall not apply to men working on natural surfaces made wet by rain.

(c) In exceptional cases where the work is excessively wet and which are not covered by subclause (b) hereof, an extra allowance may be agreed upon or failing agreement, determined by the board of reference.

(d) Subject to subclause (c), the engineer in charge or the foreman shall decide whether any allowance is payable under this clause.

(e) Workers called upon to work overtime in water or in wet places shall receive an extra one shilling and four pence (1s. 4d.) or the appropriate allowance fixed by the Board of Reference for each eight (8) hours or portion thereof, of overtime worked, and such allowance shall be treated as portion of the wage for the calculation of overtime. For all other purposes, the extra payment shall be deemed an allowance.

14.—Payment of Wages.

(a) Workers shall be paid weekly when practicable.

(b) All men whose employment is terminated shall be paid within four (4) office hours from the time of the termination of employment. If this period is exceeded, they shall be paid at ordinary rates from the time of the termination of employment until they are paid.

(c) When a worker leaves his employment before the usual pay day, he shall on giving notice of his intention to leave, be paid his full wages on the day he leaves.

15.—Higher Duties.

Any worker carrying out work classified at a higher minimum than his ordinary work for two (2) hours in any shift shall be paid at the minimum rate for such work for the whole of that shift. Provided that such minimum is not lower than such worker's regular rate of pay. If he be employed for less than two (2) hours at work classified at a higher minimum than his ordinary rate he shall be paid his ordinary rate for the whole shift.

Provided that tool sharpeners, powder monkeys when employed intermittently on such classes of work, shall receive the wage prescribed for tool sharpeners, powder monkeys, as the case may be, if they are employed on such classes of work during any portion of a week (Monday to Friday, inclusive) If not employed on such classes of work for any portion of a week, they shall be paid for the class of work actually performed

16.—Conveyance of Men.

Any worker called on to work on the side of the river opposite to the usual place of work shall be ferried across or his fare refunded by the employer. Provided that the practice existing at the date of this award shall continue.

17.—Gangers.

Any worker placed in charge of four (4) or more men shall be classed as a ganger and shall receive the rate of pay as hereinafter set out for gangers.

18.—Meal Hours.

(a) Subject to the following provisos, all work performed during the meal hours shall be paid for at the rate of time and a half. Time and a half to be continuous until men are knocked off for meals:—

- (1) Provided that the extra payment shall not apply beyond the breakfast hour to workers called upon to start at 6.30 a.m. or later, or beyond the dinner hour to workers called upon to start at noon or later, and that the prescribed meal hours shall not apply to powder monkeys and their assistants.

- (2) Provided also that shore men working in conjunction with the suction dredge called upon during any meal hours to shift pipes or to do other work essential for the continuation of the work of the dredge shall be paid at time and a half for the time so occupied, with a minimum of twenty (20) minutes.

(b) "Breakfast", the hour preceding the ordinary starting time

(c) "Dinner" between the hours of 12 noon and 1 p.m.

(d) "Tea hour" between 5 p.m. and 6.30 p.m.

(e) When a worker is required for overtime without having been notified on the previous day he shall be supplied with a meal or be paid three shillings (3s.) for a meal. Provided no such meal or payment is due unless the worker works more than one hour after the usual knock-off time. Provided that a worker who is allowed not less than one hour and a half in which to get a meal before resuming work, and facilities for obtaining a meal are available, shall not be entitled to meal money or a meal under this clause.

19.—Reporting for Duty.

(a) If a worker is not notified before he leaves the job at the end of the day or shift that his services will not be required on the next day or shift, and such worker presents himself for work at the appointed starting time, he shall be paid for that day: Provided, however, that if the unemployment is on account of causes beyond the control of the management he shall be entitled to only two (2) hours' pay and be notified of the cause why he cannot be employed: Provided further, that when the worker lives or resides in such close proximity to the work that he is under no necessity to incur any extra expense by a delayed notification of his services not being required, then such notice shall be deemed sufficient if given at least one (1) hour before the usual starting time.

(b) Employees directed to report for work on Saturday or Sunday and not being required shall be paid two (2) hours at the appropriate rate and all fares actually and necessarily incurred in travelling to and from the job.

20.—Casual Workers.

A "casual worker" is one for whom less than one (1) week's continuous work is provided by the Department. Casual workers shall be entitled to receive ten per cent. (10%) in excess of the rate prescribed for their class of work.

21.—Walking Time.

(a) Where transport is not provided, men working on the Breakwater at Bunbury shall be allowed walking time at the rate of 20 minutes to the mile from the shore end of the job to their place of work on the breakwater and back again. Provided that where transport is provided, the existing practice at the time of the issue of this Award, shall remain.

(b) Where the employee has to travel to and from his place of work, which is remote from the usual depot of the employer, and is required to start and finish at such place of work at the ordinary starting and finishing times, the following provisions shall apply:—

- (i) If travel is by public conveyance, the employee shall have refunded to him the amount of the fares incurred in such travel as are in excess of the amount of the fares usually incurred in travelling to and from the depot of the employer, provided that the Minister or his representative shall have the right to require evidence of fares actually and reasonably paid.
- (ii) If the distance from the depot to the place of work involves the employee in walking in excess of one mile per day each way, then walking time shall be paid at the rate of 20 minutes to the mile one way at ordinary rates of pay.
- (iii) If the employee is transported, in the employer's transport to and from the employer's depot, from and to the place of work, all travelling time in excess of 30 minutes each day shall be paid for at ordinary rates of pay.
- (iv) For the purpose of this subclause the "employer's depot" is defined as follows:—

Perth—Mill Street Public Works Yard.

Fremantle: Subject to clause 16, the following depots shall be defined:—Pile Yard, Cliff Street Ferry Landing, Tarpot, Fremantle Harbour Trust Carpenters' Shop, or any place of work on Victoria Quay side of the river as the case may be.

Bunbury: Foot of Bunbury Main Jetty and South side estuary bridge.

Busselton: Foot of Jetty.

Albany: Foot of Town Jetty.

Provided that where new work is commenced and it is known that this work will proceed for a period of 12 months or longer, the employer shall have the right to vary the depots enumerated above. The exact location of the depots shall be decided by the Engineer-in-Charge and a representative of the Union and failing agreement, may be referred to the Board of Reference provided in Clause 28.

22.—Dirty Work Allowance.

(a) A dirt allowance of twopence (2d.) per hour shall be payable in connection with work deemed to be more than ordinarily dirty; cases of dispute to be determined by the Board of Reference.

(b) In exceptional cases where the work is unusually obnoxious, and for which no other special rates are prescribed, such work shall be paid for by an extra amount as agreed upon between the representative of the employer and the Union. Failing agreement between the parties, the matter to be determined by the Board of Reference.

23.—Rest Period.

(a) Subject to the provisions hereinafter contained, a rest period of seven (7) minutes from the time of ceasing to the time of resumption of work shall be allowed each morning. This interval shall be counted as time off duty without deduction of pay and shall be arranged at a time and in a manner to suit the convenience of the employer. Morning tea may be taken by employees during this interval but the period of seven (7) minutes shall not be exceeded under any circumstances. Upon proof of breach by any employee of any provision hereinbefore expressed or implied the Court may grant the employer concerned exemption from liability to allow the rest period aforesaid.

(b) Workers engaged on essential emergency work or on some process in course (e.g., concreting) may be required to take the prescribed tea break at such time and in such manner as considered necessary by the engineer in charge of the job or in his absence by the foreman or ganger.

24.—First Aid.

(i) Where practicable one of the employees in each gang exceeding ten (10) men shall be qualified in first aid.

(ii) A first aid outfit shall be provided and maintained by the employer on all construction jobs to which this Award applies. Such outfit shall consist of at least the following:—Boracic acid, iodine, picric acid (bottle solution), 1 inch bandages, 2½ inch bandages, 4 inch bandages, lint, cotton wool, triangle bandages, lysol, permanganate of potash, snake bite scarifier, 12 inch, 18 inch, 24 inch, 30 inch splints, and one pair of scissors.

(iii) Any employee appointed by the employer to perform first aid duty in any gang exceeding ten (10) men shall be paid one shilling and four pence (1s. 4d.) per day in addition to his ordinary rate.

25.—Contract of Service.

(a) Except in the case of a casual worker whose engagement shall be by the hour, the contract of service of every worker shall be a weekly contract terminable on either side by one (1) week's notice given on any day or by payment on any day of one week's wages in lieu of such notice.

(b) Any worker not attending for duty shall lose his pay for the actual time of such non-attendance subject to the provisions of clause 26 (sick leave) or such absence is on account of holidays to which the worker is entitled under the provisions of this Award.

(c) This clause does not affect the right to dismiss for misconduct, in which case wages shall be paid up to time of dismissal only.

(d) The employer shall be entitled to deduct payment for any day upon which the worker cannot be usefully employed because of any strike by the union or unions affiliated with it or by any other association or union or through any breakdown of the employer's machinery, or from any other cause for which the employer is not responsible, with the exception of wet weather, in which case the decision as to whether it is too wet to work shall rest with the engineer in charge, if available, and, in his absence the foreman.

26.—Sick Leave.

(a) (i) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health for one-twelfth (1/12th) of a week's pay for each completed month of service.

(ii) The liability of the employer shall in no case exceed one (1) week's wages during each calendar year in respect of each worker, but the sick leave herein provided shall be allowed to accumulate and any portion unused in any year may be availed of in the next or any succeeding year.

(iii) Payment hereunder may be adjusted at the end of each calendar year, or at the time the worker leaves the service of the employer in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred.

(b) This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act, 1912-1952.

(c) No worker shall be entitled to the benefits of this clause unless he produces proof satisfactory to his employer or his representative of sickness, but the employer shall not be entitled to a medical certificate unless the absence is for three (3) consecutive working days or more.

(d) No payment shall be made for any absence due to the worker's own fault, neglect or misconduct.

(e) (i) Periods of service of less than one (1) month shall not be included as service for the computation of sick leave.

(ii) Periods of one (1) month and over shall be totalled and payment for sick leave computed on the total of such service during the year.

(f) This clause shall not apply to casual workers.

27.—Long Service Leave.

The conditions governing the granting of long service leave to full time Government wages employees generally shall apply to the workers covered by this Award.

28.—Board of Reference.

The Board of Reference shall consist of a chairman and two (2) other representatives nominated by the parties.

There are assigned to such Board, in the event of no agreement being arrived at between the parties to the Award the functions of—

(i) classifying and fixing wages, rates and conditions for any machine occupation or calling not specifically mentioned in the Award;

(ii) adjusting any difference which may arise between the parties from time to time, except such as involve interpretation of the provisions of the Award or any of them;

(iii) deciding any other matter that the Court may refer to the Board from time to time.

29.—Under-rate Workers.

(a) Any worker who by reason of old age or infirmity is unable to earn the minimum wage may be paid such lesser wage as may from time to time be agreed upon in writing between the Union and the employer.

(b) In the event of no agreement being arrived at, the matter may be referred to the Board of Reference for determination.

(c) After application has been made to the Board, and pending the Board's decision, the worker shall be entitled to work for and be employed at the proposed lesser rate.

30.—Oilskins.

The employer will supply oilskins free of charge to all workers required by the employer to work in the rain or in exposed positions, as approved by the engineer-in-charge.

31.—Shift Work.

(a) Workers shall be allowed to rotate shifts. As far as practicable changes of shift shall be arranged to suit transport facilities.

(b) In connection with two-shift work, when the workers are camped at or near the job, the first shift shall work eight (8) hours, not including any crib time; all other shifts shall be of eight (8) hours including half an hour crib time, i.e., seven and a half (7½) hours' actual working time.

Provided that where, for the convenience of the employer, the two (2) shifts are confined within a total spread of sixteen (16) hours, each shift shall be entitled to half an hour crib time within the eight (8) hour shift.

(c) Work other than day shift shall not be recognised as afternoon shift or night shift unless five (5) consecutive nights are worked. Provided that where a shift is not worked on account of a holiday such shift shall for the purpose of this clause be counted as if it had been worked.

(d) The loading on the ordinary rates for shift work shall be as follows:—

Afternoon shift 5 per cent.

Night shift 7½ per cent.

A worker employed on shift work who is not allowed to rotate day shift with afternoon and/or night shift shall be paid a loading of 25 per cent. on the ordinary rates of pay for afternoon and/or night shift, provided however, that this provision shall not apply in cases where the period for which afternoon and/or night shift is worked without rotation with day shift does not exceed two weeks.

Any shift starting before 6 a.m. or after 10 a.m. shall be deemed to be an afternoon or night shift.

32.—Term.

The term of this Award shall be for a period of one year from the date hereof

33.—Definitions.

“Miner” means any worker employed in shaft or tunnel sinking or driving and includes a worker excavating in rock where explosives are used, and also a worker engaged using a hammer and drill or employed breaking through between open cuts where a worker is employed within a tunnel.

“Shafts” shall mean any hole sunk for the purpose of opening up a drive or tunnel and does not include work known as “cut and cover.”

“Special Places” shall mean ballast tanks, fresh water tanks, oil tanks, air tight compartments, refrigeration chambers when under power, bunkers, boilers, under boilers, and between boilers and ships’ sides, tunnels, masts, funnels, bilges, chain lockers, peaks and caissons, under flat bottomed punts and/or barges on cradles on slipways where the worker is called upon to work in an unusually cramped or stooped position, and shall include chipping work done inside the tar pot used for dipping piles and inside of pipes used for dredging and work done in closed or confined hoppers on bucket dredges, and cleaning out coal from bunkers on the “Parmelia” and the “Governor.”

34.—Rates of Pay.

The rates of pay shall be as set out in the Schedule to this Award. The daily rate shall be adjusted to the nearest penny.

Wages Schedule.

Basic Wage—

	£	s.	d.
Within a fifteen (15) mile radius from G.P.O., Perth	12	6	6
South-West Land Division, excluding the metropolitan area	12	6	0
Elsewhere	12	9	4

The following weekly margins over the basic wage as declared from time to time by the Arbitration Court shall be paid:—

Classification.	Margins.		
	£	s.	d.
(1) Stone tipping		17	6

Cement and Concrete.

(2) Workers engaged tipping cement into trucks or handling dry cement in machine mixing or on concrete board, shall receive one shilling and fourpence (1s. 4d.) per day extra. This payment includes any allowance under item 3, and does not apply to men receiving concrete workers’ margin.

	£	s.	d.
(3) Workers handling dry cement in bags shall be allowed eightpence (8d.) per day above their ordinary wage, provide that no such payment shall be due unless at least 10 bags are handled on any one day and that workers are not receiving the concrete workers’ margin.			
(4) Concrete pipe construction—			
(a) Feeder of concrete machine	1	4	0
(b) Pile reinforcement or mould assembler		18	0
(c) All others		16	0
(5) Concrete paving breaker (compressed air)	1	4	0
(6) Concrete mixing machine (man in charge)	1	4	0
(7) Concrete mixing machine (others)		16	0
(8) Concrete-men mixing by hand		16	0
(9) Screeder		19	0
(10) Trowel hand or renderer	1	4	0
(11) Workers manufacturing concrete sleeves		16	0

Drilling and Blasting Plant.

(12) Leading hand	2	10	0
(13) Machine man	1	11	0
(14) Attendants		16	0

Plate-laying Gang.

(15) Ganger	2	10	0
(16) Leading hand	1	12	6
(17) Plate-layers	1	0	0

(18) Pile driving.—All concrete pile driving and wood pile driving from floating plant in exposed positions, including dirt money—

(a) Man in charge	2	12	6
(b) Topman	1	13	6
(c) Machine man	1	8	6

Pile driving (wood pile) including dirt money—

(a) Man in charge	2	0	0
(b) Topman	1	2	6
(c) Machine man	18		6

Quarries.

(19) Ganger in charge of operation shall be paid six shillings (6s.) per week in excess of rate prescribed herein for other gangers.			
(20) Powder monkey	1	15	0
(21) Loaders, slingers and hookmen	1	9	0
(22) Machine man	1	10	0
(23) Barring down at Roelands and similar quarries	1	4	0
(24) Jumper man	1	4	0
(25) Hammer and drill	1	4	0
(26) Spallers (granite or diorite)	1	4	0
(27) All others		16	0
(28) Nippers (under 21 years of age) rate as agreed upon or as fixed by Board of Reference.			

Survey Hands.

(29) Boatmen, chainmen or reelmen	16	0	
(30) Bookman or leadsman	1	0	0

Tar and Bitumen.

(31) Men working with tar, bitumen or bitumen emulsion—			
(a) Spraying or spreading hot tar on bitumen, except with a brush	1	5	0
(b) All others		18	0
(32) Hot mix bitumen mixing gang	1	8	0
(33) Hot mix bitumen gang on wharf or where same class of work is operating under same conditions	1	5	0
(34) Bitumastic macadam—hand ramming of (by heavy hand rammer)	1	13	0
(35) Tar tank attendant (where more than one worker is employed doing the same kind of work they shall be paid the rate prescribed for a tar tank attendant)	1	5	0

General.		£ s. d.	(84) Junior Workers—	Percentage of Basic Wage.
(36) Boatmen	.....	16 0	Up to 16 years of age	30
(37) Benchman at Harbour Works, Fremantle	.....	1 14 6	16 to 17 years of age	35
(38) Benchman's assistant	.....	1 2 0	17 to 18 years of age	45
(39) Slingers and hookmen	.....	1 3 0	18 to 19 years of age	60
(40) Canvas work, rope and wire splicing—			19 to 20 years of age	75
(a) Man in charge—State Shipping Service	.....	2 10 0	20 to 21 years of age	90
(b) Man in charge—Fremantle Harbour Trust	.....	2 10 0		
(c) Others	.....	1 10 0		
(41) Maintenance men—State Shipping Service	.....	1 10 0		
(42) Riggers, canvas workers and wire splicer's labourers	.....	19 6		
(43) Chippers and scrapers of iron work on shore	.....	1 0 0		
(44) Chippers and scrapers (compressed air)	.....	1 6 0		
(45) Diver's air pumper	.....	16 0		
(46) Drilling and screwing machinist	.....	1 5 0		
(47) Fireman on grab dredge (when required)	.....	18 0		
(48) Fuelman—				
Leading	.....	1 4 0		
Ordinary	.....	18 6		
(49) Gangers in charge of less than eight men	.....	1 17 6		
(50) Gangers in charge of more than eight men	.....	2 10 0		
(51) Grab ("Priestman") man in charge	.....	1 15 0		
(52) Guard	.....	1 8 0		
(53) Hammer and gadman	.....	13 6		
(54) Hammer and drill	.....	18 0		
(55) Hand boring plant:				
(a) Leading hand	.....	1 0 0		
(b) Others	.....	16 0		
(56) Jack-hammer man	.....	1 4 0		
(57) Labourer	.....	nil		
(58) Lavatory attendant	.....	16 0		
(59) Magazine hands—making up charge	.....	1 12 0		
(60) Magazine hands	.....	16 0		
(61) Men engaged in stripping wharf timbers (all in rate)	.....	12 0		
(62) Pile charers and scrapers	.....	16 0		
(63) Puntman in charge	.....	16 0		
(64) Powder monkey	.....	1 15 0		
(65) Roller driver	.....	1 18 0		
(66) Rat catcher (inclusive rate)	.....	16 0		
(67) Resawyer Fremantle Harbour Trust	.....	1 10 0		
(68) Rigger (special harbour works)	.....	2 0 0		
(69) Sawyer at Harbour Trust	.....	1 14 6		
(70) Tailer out	.....	13 6		
(71) Saw sharpener	.....	1 5 0		
(72) Section workers, Fremantle Harbour Trust	.....	16 0		
(73) Stores:				
(a) Storemen in charge, North Wharf, Fremantle Harbour Works	.....	1 13 0		
(b) Store labourers, State Shipping Service, Fremantle Harbour Trust, Fremantle Harbour Works	.....	16 0		
(74) Tradesmen's assistants, excepting engineering tradesmen's assistants	.....	19 6		
(75) Truck examiners	.....	1 6 0		
(76) Truck oilers	.....	16 0		
(77) Timber squarer using broad axe	.....	2 3 6		
(78) Tool sharpener	.....	1 10 0		
(79) Watchman—Fremantle Harbour Works (duties include attending to plant, etc.)	.....	12 0		
(80) Winch driver other than on pile driving	.....	1 3 0		
(81) Wood blocks, cubes or flags (man laying)	.....	19 6		
(82) Wood borers up to one inch (compressed air)	.....	19 6		
(83) Wood borers over one inch (compressed air)	.....	1 5 0		
			(84) Junior Workers—	Percentage of Basic Wage.
			Up to 16 years of age	30
			16 to 17 years of age	35
			17 to 18 years of age	45
			18 to 19 years of age	60
			19 to 20 years of age	75
			20 to 21 years of age	90
				£ s. d.
			(85) Swan River reclamation work suction dredges; members of gang attending dredge and fitting pipes and moorings in conditions similar to those existing on present reclamation work North of Causeway on and prior to 1st August, 1948	1 12 0
			This rate to include all allowances for wet pay and obnoxious work.	
			Note.—This rate also to be paid to all men who are called upon to fit pipes and/or moorings or to assist in such work, while so engaged.	
			(86) Attending to dredge and fitting pipes in sand or similar material	1 7 0
			(87) Men working in conditions similar to those mentioned in item 85 but not required to fit pipes or moorings	1 0 0
			(88) Working in conditions similar to those in 86 but not required to fit pipes or moorings	16 0
			(89) Albany Harbour Works Trestler pipe gang	16 0
			(90) Structural steel erectors—	
			(a) Workers aloft engaged in the erection of steel stanchions, girders, principals, etc.	1 3 0
			(b) Workers engaged on the ground	19 6
			(91) Launch driver's assistant	1 0 0
			35.—Job Representative.	
			A job representative appointed by the employees shall be allowed the necessary time during working hours to interview the Engineer or Officer-in-charge on the job on matters affecting the employees whom he represents.	
			36.—Inspection of Wages Sheets.	
			The wages sheets of employers shall be open for inspection at the local or head office by the secretary or other authorised officer of the Union, upon reasonable notice being given of his desire to inspect same.	
			37.—Preference.	
			Preference shall be given to unionists with regard to employment. Liberty is reserved to either party to apply to the Court of Arbitration at any time to amend this clause.	
			38.—Change Room.	
			A change room shall be provided on any job where it is reasonably required, for the convenience of the workers. Any dispute arising under this clause shall be referred to the Board of Reference.	
			I certify pursuant to Section 65 of the Industrial Arbitration Act, 1912-1952, that the foregoing is a copy of the agreement arrived at between the parties mentioned above.	
			Dated at Perth this 9th day of December, 1953.	
			(Sgd.) S. F. SCHNAARS, Conciliation Commissioner.	
			Filed at my office this 9th day of December, 1953.	
			(Sgd.) R. BOWYER, Clerk of the Court.	

INDUSTRIAL AGREEMENT.

No. 22 of 1953.

Registered 29th December, 1953.

THIS Agreement made pursuant to the provisions of the Industrial Arbitration Act, 1912-1952, of Western Australia, this 10th day of December, 1953, between the West Australian Local Governing Bodies' Officers' Association Union of Workers (hereinafter called "the Association") of the one part and the Municipality of Kalgoorlie (hereinafter called "the local authority") of the other part, witnesseth that for the considerations hereinafter appearing, the parties hereto mutually covenant and agree the one with the other as follows:—

1.—Title.

This Agreement shall be known as the Kalgoorlie Municipal Council Officers' Agreement, 1953.

2.—Arrangement.

1. Title.
2. Arrangement.
3. Area.
4. Scope.
5. Definitions.
6. Resignations and Dismissals.
7. Hours of Duty.
8. Holidays.
9. Annual Leave.
10. Long Service Leave.
11. Overtime.
12. Minimum Salary of an Officer Acting in a Higher Grade or in a Dual or Multiple Capacity.
13. Sick Leave.
14. Travelling Expenses.
15. Preference to Seniority on Promotion.
16. Board of Reference.
17. Term.
18. Salaries.

3.—Area.

This Agreement shall extend over and include the boundaries of the Municipality of Kalgoorlie and any premises or land upon which any undertakings of the local authority are being carried on.

4.—Scope.

This Agreement shall apply to all officers in the employment of the Municipality of Kalgoorlie but shall not include health inspectors.

5.—Definitions.

"Officer" shall mean an employee eligible to be a member of the Association.

"Permanent officer" for the purpose of this Agreement is one who is appointed by resolution of the local authority and is given notice of such appointment in writing under the hand of the town clerk.

"Town clerk" shall mean the person appointed to that position in accordance with the Municipal Corporations Act and who may include in his duties the secretaryship of the local board of health, water board, sanitary board or drainage board or of one or more of such boards.

"Local authority" shall mean the Municipality of Kalgoorlie.

"Engineer" shall mean an officer of the local authority (excepting a works supervisor) who is required to prepare estimates and/or specifications and/or to set out, supervise or control and/or inspect the outside work of the local authority.

"Works supervisor" shall mean an officer who supervises, directs and controls outside work.

"Foreman" shall mean an officer other than an engineer who supervises work under the direction of an engineer or works supervisor.

"Senior typist" shall mean an officer employed as a typist who is over the age of 21 years.

6.—Resignations and Dismissals.

Terms of Employment.—Subject to the provisions of the relevant Act or Acts for the time being in force the following provisions shall apply:—

(a) An officer being a town clerk, engineer, works supervisor, town treasurer, pool manager, traffic inspector, head gardener, electrical engineer or foreman shall not without the approval of the local authority resign from his position until the expiration of one month's notice in writing of his intention to do so. All other officers to be required to give one week's notice.

(b) One month's notice shall be given by the local authority to an officer whose services are no longer required provided that this subclause shall not apply to cases of summary dismissal for misconduct.

(c) Temporary Officers.—One (1) week's notice on either side shall be required to terminate a contract of service except where a temporary officer is engaged for a specified period or job.

7.—Hours of Duty.

(a) Except as provided in subclauses (b) and (c) the hours of duty shall be from 9 a.m. to 5 p.m. on Monday to Friday both inclusive with a break of one hour for lunch between 12 noon and 2 p.m.

(b) The hours mentioned in subclause (a) may be varied by agreement between the local authority and the Association and where the duties appertaining to any officer cannot be efficiently carried out within the prescribed hours then in default of such agreement the hours of work shall be determined by the Board of Reference. Provided however, that the officer or officers concerned shall not be required to work (except subject to the provisions of the next following clause) a greater number of hours than those included in the hours specified in the said subclause (a).

(c) The hours of duty of foreman and overseers who exercise control over non-clerical workers shall be the same as those of the men over whom they exercise control.

8.—Holidays.

The following holidays shall be granted and paid for, namely:—The days observed as New Year's Day, Australia Day, Good Friday, Easter Monday, Labour Day, Anzac Day, State Foundation Day, Goldfields Cup Day, Queen's Birthday, Christmas Day, Boxing Day and any other days that may be proclaimed as a public holiday in the municipality or may be proclaimed as a holiday for persons employed in the Public Service or under the Public Service Act of the Government of Western Australia. When an officer at the direction of the local authority, works on any of the prescribed holidays he shall have the equivalent time added to his annual leave. This accumulation is limited to five (5) days in one year.

9.—Annual Leave.

(a) After the completion of each year of continuous service all officers shall be entitled to and shall take a minimum of three weeks' annual recreation leave (exclusive of intervening holidays) on full pay. The leave shall be taken at a time mutually convenient to the officer and the local authority at any time within six (6) months of its becoming due.

(b) An officer not completing one year's service shall be granted pay in lieu of holidays in proportion to his length of service.

(c) At least fourteen (14) days' notice shall be given to an officer by the local authority before requiring him to take annual leave.

10.—Long Service Leave.

(a) All officers of the local authority shall after each period of ten (10) years' continuous service as permanent full time officers thereof be entitled to three (3) months' long service leave to be taken at the convenience of the local authority.

(b) In calculating the length of service of any present officer for the purposes of this clause the following shall be deemed to be continuous service as a permanent full time officer of the local authority:—

- (i) Continuous service with the local authority as a permanent officer immediately prior to the date hereof and after the 1st day of January, 1936.
- (ii) In the case of an officer employed by the local authority on a permanent full time basis immediately prior to entering thereon continuous full time service with the Armed Forces of the Commonwealth of Australia between the 3rd day of September, 1939, and the 3rd day of March, 1947.

(c) Absence on account of sickness shall not be deemed a break in the continuity of service and periods of absence on account of sickness up to but not exceeding three (3) months' duration in any one (1) year shall be included in the period of service.

(d) Officers due to take long service leave shall be paid their salary for the period thereof at the rate equivalent to the average rate of pay over the preceding twelve (12) months.

(e) Any officer leaving the service of the local authority on account of sickness or retrenchment or for any other cause which the local authority in its discretion thinks reasonable after three (3) years or more continuous service as a permanent full time officer since the date of the commencement of service or since the date on which such officer last became entitled to long service leave hereunder as the case may be and the personal representatives of any deceased officer who dies after a period of service as aforesaid shall be entitled to be paid at the rate hereinbefore provided for such proportion of three (3) months as such period of service as aforesaid bears to ten (10) years.

(f) Long service leave shall be considered as a special period of recuperation after a lengthy term of service with a view to fitting the officer for a further term and during such leave no officer shall undertake any form of employment for hire or reward. Any contravention of the stipulation in this subclause contained shall entitle the local authority to dismiss the officer from its service forthwith.

11.—Overtime.

(a) Except as provided in paragraph (b) all work done outside the hours specified in clause (7) hereof shall be paid for at the rate of time and a half for the first two (2) hours and double time thereafter.

(b) Executive officers and heads of departments shall receive overtime as specified in paragraph (a) only for work of a special nature in excess of their normal duties.

(c) Where an officer other than a departmental head or executive officer is required to be on duty on any of the holidays mentioned in clause 8 or on Saturdays or Sundays he shall be paid at the rate of double time.

(d) A minimum of two (2) hours shall be paid when overtime is worked.

12.—Minimum Salary of an Officer Acting in a Higher Grade or in a Dual or Multiple Capacity.

When an officer—

- (a) performs the duties of a position of a grade higher for a period of not less than one month than that to which he is appointed, he shall be paid whilst performing the duties of such position the salary awarded to such position. In the event of the absence of a departmental head, this paragraph shall apply to all classified officers who would be called upon as a matter of course to perform work of a higher grade;
- (b) carries out the duties of or occupies a dual office he shall be paid the salary pertaining to the higher office;

(c) carries out the duties of or occupies more than two (2) positions he shall be paid in addition to the salary prescribed by sub-clauses (a) and (b) hereof ten per centum of the salary of each of the other positions occupied whether the salary for such other position or positions is prescribed by this or another Agreement.

13.—Sick Leave.

In the event of absence from duty on account of personal sickness all officers shall be entitled to payment for such absence on full pay as follows:—Ten (10) days' full pay for each year of service with a maximum of sixty (60) days on production of a medical certificate that such leave is necessary.

14.—Travelling Expenses.

(a) The local authority will pay to its officers all reasonable travelling and hotel expenses incurred by an officer in the discharge of his duties on production of the necessary vouchers.

The method and mode of travelling or the vehicle to be supplied shall be mutually arranged between the local authority and the officer concerned provided however that nothing herein contained shall impose an obligation on any officer to provide a method of conveyance at his own expense nor shall it be a condition precedent to the appointment of an officer that he shall provide a conveyance at his own expense.

(b) When by arrangements the officer supplies his own conveyance there shall be added to his expenses the amount equal to fair rental value for the vehicle and an adequate amount for running costs.

(c) If the parties cannot agree upon any question arising under subclauses (a) and (b) hereof the matter may be referred for settlement by either party concerned to the Board of Reference.

15.—Preference to Seniority on Promotion.

Whenever a vacancy occurs in any office preference to fill such vacancy may be given to the senior officer of that department regard being had to his efficiency and long service.

16.—Board of Reference.

(a) The Court may appoint for the purpose of the Agreement a Board or Boards of Reference. Each Board shall consist of a chairman and two (2) other representatives one to be nominated by each of the parties as prescribed by the regulations to the Industrial Arbitration Act, 1912-1952. There are assigned to each such Board in the event of no agreement being arrived at between the parties to this Agreement the functions of—

- (i) adjusting any matters of difference which may arise between the parties from time to time except such as involve interpretations of the whole and/or any of the provisions of the Agreement;
- (ii) classifying and fixing wages rates and conditions for any occupation or calling not specifically mentioned in the Agreement.
- (iii) deciding any other matter that the Court may refer to such Board from time to time.

(b) An appeal shall lie from any decision of such Board in the manner and subject to the conditions prescribed in the regulations to the Industrial Arbitration Act, 1912-1952, which for this purpose are embodied in this Agreement.

17.—Term.

The term of this Agreement shall be for a period of two (2) years from the date hereof.

18.—Salaries.

The following shall be the minimum rate of salaries payable to officers governed by this Agreement.

(a) Basic Wage:		£	s.	d.
Males	.....	12	9	4
Females	.....	8	2	1
(b) Classified Officers:		Margin.		
		£	s.	d.
Town Clerk	.....	16	0	0
Treasurer	.....	8	10	0
Works Supervisor	.....	9	18	6
Electrical Engineer	.....	9	18	6
Pool Manager	.....	6	18	6
Senior Traffic Inspector	.....	5	11	2
Head Gardener	.....	5	1	0
Foreman	.....	4	15	4
Chief Clerk	.....	3	10	0
Cost Clerk	.....	3	10	0
Electrical Cost Clerk	.....	3	0	0
Cashier	.....	3	0	0
Senior Typist	.....	2	0	0
Clerks	.....	1	0	0

(c) Junior Schedule:

Males—

	Percentage of Male Basic Wage.
Under 16 years of age	40
16 years to 17 years	50
17 years to 18 years	60
18 years to 19 years	75
19 years to 20 years	90
20 years to 21 years	97½

Females—

	Percentage of Female Basic Wage.
15 to 16 years of age	52½
16 to 17 years of age	62½
17 to 18 years of age	70
18 to 19 years of age	85
19 to 20 years of age	90
20 to 21 years of age	97½

Provided however that not more than one (1) junior worker shall be employed for every four (4) senior workers.

In witness whereof the parties hereto have hereunto set their hands and seals the day and year first before written.

[L.S.]

R. G. MOORE,
Mayor.

G. O. EDWARDS,
Town Clerk.

Signed for and on behalf of
the Municipality of Kalgoorlie, in the presence of—

H. Ives.

[L.S.]

L. R. LATHAM,
President.

V. ULRICH,
Secretary.

The Common Seal of the
West Australian Local Governing
Bodies' Officers' Association
Union of Workers was hereunto
affixed in the presence of—

N. Meldrum.

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 16 of 1952.

Between Federated Clerks' Union of Australia Industrial Union of Workers, W.A. Branch, Applicant, and Traders Mutual Cash Order Co. Ltd., Australian Guarantee Corporation Ltd. and Industrial Acceptance Corporation Ltd., Respondents.

WHEREAS an industrial dispute existed between the abovenamed parties and whereas the said dispute was referred into Court for the purpose of hearing and determination and whereas the parties subsequently met and conferred and have arrived at agreement on all matters in difference and whereas the parties have this day appeared before the Court by their respective representatives and requested the Court to make the said agreement an Award of the Court now therefore the Court, pursuant to section 65 of the Industrial Arbitration Act, 1912-1952, and all other powers therein enabling it hereby declares the memorandum hereunder written to have the same effect as and be deemed an Award of the Court.

Memorandum of Agreement.

(Note.—Wherever the word "Award" occurs here-in it shall be taken to mean and include "Agreement.")

1.—Title.

This Award shall be known as the "Credit and Finance Establishments Clerks' Award, 1953."

2.—Arrangement.

This Award is arranged as follows:—

1. Title.
2. Arrangement.
3. Area.
4. Scope.
5. Definitions.
6. Hours of Duty.
7. Overtime.
8. Meal Allowance.
9. Holidays.
10. Rates of Pay.
11. Annual Leave.
12. Sick Leave.
13. Termination of Service.
14. Reference.
15. Record.
16. Board of Reference.
17. Travelling Time.
18. Higher Duties.
19. Aged and Infirm Workers.
20. Certificate of Age, etc.
21. General.
22. Right of Entry.
23. Term.

3.—Area.

This Award shall be limited in its effect to an area comprised within a radius of twenty-five (25) miles from the General Post Office at Perth.

4.—Scope.

This Award shall apply to workers employed as clerks in any credit and finance establishment as defined in Clause 5 of this Award: Provided that it shall not apply to workers who are at present provided for in any other Award of the Court of Arbitration.

5.—Definitions.

For the purpose of this Award:—

- (a) "Adult" shall mean a worker twenty-one (21) years of age and over, or a worker who is in receipt of the prescribed adult rate of pay.
- (b) "Double time" for the purpose of this Award means twice the prescribed rate of wage.
- (c) "Credit and Finance Establishment" shall mean an establishment where finance is arranged and/or extended to individual persons and/or bodies corporate for the purchase of goods.

6.—Hours of Duty.

(a) The ordinary hours of duty shall not exceed forty (40) hours in any one week, to be worked in a five (5) or five and a half (5½) day week at the option of the employer.

(b) The lunch hour shall be taken at a time mutually arranged between the employer and the worker between the hours of 12 noon and 2 p.m.; one (1) full hour to be allowed for lunch.

(c) The hours of duty fixed by this Award have been fixed without relation to the hours prescribed in Awards made by the State Court of Arbitration of which the applicant Union is a party.

7.—Overtime.

(a) Except as hereinafter in this clause provided, all time worked on any one day outside the ordinary hours of duty shall be paid for at the rate of time and a half for the first two (2) hours, and all time worked after the first two (2) hours and all time worked after 12 noon on Saturday shall be paid for at the rate of double time.

(b) Where the ordinary weekly hours of duty are worked in five (5) days from Mondays to Fridays inclusive, all time worked on Saturdays between the ordinary starting time and noon shall be paid for at the rate of time and a half.

(c) All time worked on Sundays and on any of the holidays prescribed by this Award shall be paid for at the rate of double time.

(d) In the computation of overtime each day shall stand by itself.

(e) (i) An employer may require any worker to work reasonable overtime at overtime rates, and such worker shall work overtime in accordance with such requirement.

(ii) No organisation, party to this Award or worker or workers covered by this Award shall in any way, whether directly or indirectly be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation only until otherwise determined by the Court.

(f) Any clerk in receipt of a margin of at least £200 per annum shall not be entitled to payment of overtime rates for any overtime worked.

8.—Meal Allowance.

In addition to the overtime prescribed in Clause 5, a meal allowance of three shillings (3s.) shall be paid to each worker in the following circumstances:—

(a) If the worker is required to continue working after 6 p.m. on any day of the week from Monday to Friday inclusive, or after 1 p.m. on the day on which the weekly half holiday is observed.

(b) If the worker is required to work until after 1 p.m. on a Sunday or any holiday prescribed under this Award.

9.—Holidays.

(a) In all establishments covered by this Award, the following days or the days observed in lieu thereof shall be observed as holidays, and paid for, namely:—New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Foundation Day, Labour Day, Christmas Day, Boxing Day, Anzac Day, Show Day (from 12 o'clock noon).

(b) On any public holiday not prescribed as a holiday under this Award the employer's establishment or place of business may be closed, in which case a worker need not present himself for duty, and payment may be deducted, but if work be done ordinary rates of pay shall apply.

(c) The provisions of this clause shall not apply to casual workers.

10.—Rates of Pay.

The minimum rates of wages payable to workers classified in this Award shall be as follows:—

(a) Basic Wage:

Males—

	Per Week.
	£ s. d.
Within a 15-mile radius from the G.P.O., Perth	12 6 6
Outside a 15-mile radius but within a 25-mile radius from the G.P.O., Perth	12 6 0

Females—

Within a 15-mile radius from the G.P.O., Perth	8 0 3
Outside a 15-mile radius but within a 25-mile radius from the G.P.O., Perth	7 19 11

(b) Junior Workers (Male):

	Per cent. of male basic wage per week.
Between 14 and 15 years of age	25
Between 15 and 16 years of age	35
Between 16 and 17 years of age	45
Between 17 and 18 years of age	57½
Between 18 and 19 years of age	70
Between 19 and 20 years of age	85
Between 20 and 21 years of age	95

Junior Workers (Female):

	Per cent. of female basic wage per week.
Between 15 and 16 years of age	52.5
Between 16 and 17 years of age	60
Between 17 and 18 years of age	70
Between 18 and 19 years of age	82.5
Between 19 and 20 years of age	92.5
Between 20 and 21 years of age	98

(c) Adults (Male):

	Margin per week.
	£ s. d.
At 21 years of age	12 6
At 22 years of age	1 2 6
At 23 years of age	1 11 0
At 25 years of age and over	1 17 0

Adults (Female):

At 21 years of age	1 5 7
At 22 years of age	1 8 7
At 23 years of age	1 12 1

Adult stenographers, comptometer or calculating or ledger machine operators shall receive six shillings (6s.) a week in addition to the above rates.

(d) Female ledger-keepers (classified as such by agreement, or in default of agreement by the Board of Reference) shall receive the prescribed male rate.

(e) Senior clerks (classified as such by agreement or in default of agreement by the Board of Reference) £2 10s. margin per week.

(f) Casual clerks may be employed at an hourly rate for a lesser period than two weeks, and shall be paid while so employed twenty-five per cent. (25%) in addition to the rates prescribed above, with a minimum engagement of four hours: Provided that, notwithstanding anything contained in this subclause, the basis and terms of employment of casual clerks may be varied in any particular case by agreement in writing between the employer and the Union.

(g) (i) Part time workers may be employed following notification by the employer to the Union, at an hourly rate for a lesser period per week than the hours usually worked in each establishment, provided that the Union is unable to provide suitable full time workers. Provided that notification need not be given in respect of any part time worker at present employed.

(ii) Provided however, that if the Union should object to the employment by any employer of a part time worker not at present employed, such objection must be made within 48 hours from the time of the Union receiving such application from the employer.

(iii) Any objection lodged within the aforesaid 48 hours may be referred to a Board of Reference.

(iv) Payment of annual leave and sick pay for part time workers shall be strictly related proportionately in accordance with the number of hours worked, to the conditions prescribed in each establishment for full time workers.

(v) Should the present need for part time workers be eliminated by a surplus of suitable workers offering for full time employment, the Union shall be at liberty to apply to the Court for the deletion of this subclause (g) from the Award.

11.—Annual Leave.

(a) Except as hereinafter provided, a period of two (2) consecutive weeks' leave with payment of ordinary wages as prescribed shall be allowed annually to a worker by his employer after a period of twelve (12) months' continuous service with such employer.

(b) If any Award holiday falls within a worker's period of annual leave and is observed on a day which in the case of that worker, would have been an ordinary working day, there shall be added to that period one day, being an ordinary working day for each such holiday observed as aforesaid.

(c) If after one month's continuous service in any qualifying twelve-monthly period a worker lawfully leaves his employment, or his employment is terminated by the employer through no fault of the worker, the worker shall be paid one-sixth (1/6th) of a week's pay at his ordinary rate of wage in respect of each completed month of continuous service.

(d) Any time in respect of which a worker is absent from work except time for which he is entitled to claim sick pay, or time spent on holidays or annual leave as prescribed by this Award, shall not count for the purpose of determining his right to annual leave.

(e) A worker who is dismissed for gross misconduct or who illegally severs his contract of service shall not be entitled to the benefit of the provisions of this clause.

(f) Every worker shall be given and shall take annual leave within nine (9) months after the date it falls due.

(g) No worker shall be required to go on holidays unless at least two (2) weeks' prior notice is given. The employer shall, as far as practicable, arrange to grant annual leave to suit the convenience of the worker.

(h) The provisions of this clause shall not apply to casual workers.

12.—Sick Leave.

(a) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health for one-twelfth (1/12th) of a week for each completed month of service: Provided that payment for absence through such ill-health shall be limited to one (1) week in each calendar year. Payment hereunder may be adjusted at the end of each calendar year or at the time the worker leaves the service of the employer in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred: Provided further that, notwithstanding anything contained in this subclause, if the full period of sick leave as prescribed is not taken in any year, such portion as is not taken shall be cumulative from year to year up to a period not exceeding three (3) weeks.

(b) A worker shall not be entitled to receive any wages from his employer for any time lost through the result of an accident not arising out of or in the course of his employment, or for any accident, wherever sustained arising out of his own wilful default, or for sickness arising out of his own wilful default.

(c) No worker shall be entitled to the benefits of this clause unless he produces proof satisfactory to his employer of sickness but the employer shall not be entitled to a medical certificate unless the absence is for three (3) days or more.

(d) This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

13.—Termination of Service.

The employment of any worker shall be terminable by one (1) week's notice on either side: Provided that a worker may be summarily dismissed for gross misconduct, in which case he shall be paid up to the time of dismissal only.

14.—Reference.

On leaving the employ of an employer the worker shall be given a reference setting out length of service and duties performed.

15.—Record.

A record shall be kept in each establishment by the employer, wherein shall be entered—

- (i) the name of each worker;
- (ii) the age of each worker if under twenty-five (25) years of age in the case of a male worker, and twenty-three (23) years of age in the case of a female worker;
- (iii) the nature of the work performed by the worker;
- (iv) the wages, and the overtime (if any) paid each week; and such record shall, if correct, be signed at least once weekly by the worker.

Such record shall be open to the inspection of a duly accredited representative of the Union during usual business hours.

16.—Board of Reference.

(i) The Court may appoint, for the purpose of the Award, a Board of Reference. The Board shall consist of a chairman and two other representatives, one to be nominated by each of the parties as prescribed by the regulations. There are assigned to the board in the event of agreement not being arrived at between the said parties the functions of—

- (a) adjusting any matters of difference which may arise between the parties from time to time, except such as involve interpretations of the provisions of the Award or any of them.
- (b) deciding any other matter that the Court may refer to such Board from time to time.

(ii) An appeal shall lie from any decision of such Board in the manner and subject to the conditions prescribed in the regulations to the Industrial Arbitration Act, 1912-1952, which, for this purpose, are embodied in this Award.

17.—Travelling Time.

(a) When a worker is required to work temporarily at a location other than his usual place of duty, any excess fare over that which he normally incurs shall be paid by the employer.

(b) When a worker is engaged at such a distance that he cannot return at night, suitable board and lodging shall be found at the employer's expense.

(c) All travelling time outside ordinary working hours shall be paid for at ordinary rates up to a maximum of twelve (12) hours in any twenty-four (24) hours' period from the time of starting on the journey: Provided that when the travelling is by coastal boat not more than eight (8) hours shall be paid for in any such period.

18.—Higher Duties.

A worker relieving another worker who is engaged on a higher class of work carrying a higher minimum rate of pay for a period of not less than one (1) week continuously shall be paid the higher minimum rate appropriate to the position whilst so employed.

19.—Aged and Infirm Workers.

(a) Any worker who, by reason of old age or infirmity, is unable to earn the minimum wage may be paid such lesser wage as may from time to time be agreed upon in writing between the Union and the employer.

(b) In the event of no agreement being arrived at the matter may be referred to the Board of Reference for determination.

(c) After application has been made to the Board of Reference, and pending the decision of the Board, the worker shall be entitled to work for and be employed at the proposed lesser rate.

20.—Certificate of Age, etc.

Male workers 25 years of age and under, and female workers 23 years of age and under, upon being engaged shall furnish the employer with a certificate showing the following particulars:—

- (a) name in full;
- (b) date of birth;
- (c) name of each previous employer;
- (d) class of work performed for each previous employer.

No worker shall have any claim upon an employer for additional wages in the event of any of the above particulars being wrongly stated on the certificate. If any worker shall wilfully misstate his age in the certificate then he alone shall be guilty of a breach of this Award.

21.—General.

(a) In the event of the death of a worker the cash equivalent of all annual leave due at the time of death shall be paid to the worker's dependants or personal representative.

(b) No worker shall, as a result of the operation of this Award, suffer any loss of salary which he or she may have enjoyed to the date of this Award.

(c) On the pay day each worker shall have endorsed on the pay envelope the amount of ordinary salary or wages due, details of the overtime due for that pay period, details of all deductions made from the gross earnings, and the net amount payable shall be shown.

22.—Right of Entry.

A duly accredited representative of the Union shall be permitted to interview any worker on legitimate Union business on the business premises of his employer during the recognised meal hour of the worker with the permission of his employer (which permission shall not be unreasonably withheld) but this permission shall not be exercised more than once in any one week without the consent of the employer.

23.—Term.

Subject to the provisions of the Industrial Arbitration Act this Award shall operate for a period of three (3) years commencing as from the beginning of the first pay period after the first day of January, 1954.

I certify pursuant to section 65 of the Industrial Arbitration Act, 1912-1952, that the foregoing is a copy of the agreement arrived at between the parties mentioned above.

Dated at Perth this 30th day of November, 1953.

(Sgd.) L. W. JACKSON,
President.

[L.S.]

Filed at my office this 30th day of November, 1953.

(Sgd.) R. BOWYER,
Clerk of the Court of Arbitration.

INDUSTRIAL AGREEMENT.

No. 21 of 1953.

Registered 11th December, 1953.

THIS Agreement made in pursuance of the Industrial Arbitration Act, 1912-1952, this 19th day of October, 1953, between the State Electricity Commission of Western Australia and the Fremantle Gas and Coke Company Limited of the one part (hereinafter referred to as the "Employers") and the Metropolitan Gas Works Union of Workers of the other part (hereinafter referred to as the "Union"), witnesseth as follows:—

1.—Title.

This Agreement shall be known as the Gas Workers' Agreement and shall cancel and replace Agreement No. 3 of 1951.

2.—Arrangement.

This Agreement is arranged as follows:—

1. Title.
2. Arrangement.
3. Wages and Allowances.
4. Provision of Oilskins.
5. Provision of Boots.
6. Travelling Allowance for Main Gangs and Outside Workers.
7. Time Allowance Outside the Two-mile Radius.
8. Hours.
9. Overtime.
10. Shift Work.
11. Holidays.
12. Junior Workers.
13. Weekly Hiring.
14. Absence through Sickness.
15. Provisions.
16. Maintenance Work.
17. Tools.
18. Overalls or Dust Coats.
19. Membership of Union.
20. Obligation of Union.
21. Promotion.
22. Washing Facilities.
23. Settlement of Disputes.
24. First Aid Kit.
25. Extra Provisions.
26. Locality of Agreement.
27. Duration of Agreement.

3.—Wages and Allowances.

(a) Basic Wage:	£ s. d.
	Per week.
Within a 15-mile radius from the G.P.O., Perth	12 6 6
Outside a 15-mile radius from the G.P.O., Perth, but within the South-West Land Division	12 6 0

(b) Marginal Rates:			
	Margin Per week.	Wartime Loading Per week.	Total.
	s. d.	s. d.	s. d.
1. Men engaged in gas works on coal, coke and tar, not classified elsewhere herein	8 0	3 0	11 0
2. Men engaged in main laying operations	10 0	3 0	13 0
3. Men working emptying or filling purifier or an oxide crushing machine, including all handling of oxide	20 0	3 0	23 0
4. Gas fitter's assistant	19 6	3 0	22 6
5. Service layer's assistant	15 0	3 0	18 0
6. Main layer's assistant	14 0	3 0	17 0
7. Tradesman's assistant	19 6	3 0	22 6
8. Men working dehydrator plant, Fremantle	14 0	3 0	17 0
9. Men engaged filling or emptying barrels, casks or tanks with tar	14 0	3 0	17 0
10. Stove assemblers	19 0	3 0	22 0
11. Men working on retort house, coal and coke elevator and conveyor	19 0	3 0	22 0
12. Men engaged wheeling coal to cracker pit, when using iron truck or iron barrow only	19 0	3 0	22 0
13. Fluxer or blender, tar distillation plant, Perth	19 0	3 0	22 0
14. Main layer or caulker	28 0	3 0	31 0
15. Service layer	28 0	3 0	31 0

	Margin		Wartime.		Total.
	Per-week.		Loading		
	s.	d.	Per week.	Per week.	s. d.
16. Man in charge of tar distillation, Perth	30	0	3	0	33 0
17. Maintenance man	28	0	3	0	31 0
18. Retort operator (shift work)	30	0	3	0	33 0
19. Leading retort operator	45	0	4	0	49 0
20. Carburetted water gas plant operator	30	0	3	0	33 0
21. Carburetted water gas plant assistant	18	0	3	0	21 0
22. Carburetted water gas plant, automatic operator	30	0	3	0	33 0
23. Carburetted water gas plant assistant (automatic)	22	0	3	0	25 0
24. Gas meter maker or repairer—					
No. 1 bench	43	0	6	0	49 0
No. 2 bench	40	0	4	0	44 0
25. Ganger in charge of main gang	42	0	4	0	46 0
26. Hammer man (vibratory)	22	0	3	0	25 0
27. Powder monkey (fixed rate)	22	0	3	0	25 0
28. Hammer and gadz	15	0	3	0	18 0
29. Jumper man	18	0	3	0	21 0
30. Man tarring pipes on main gang	14	0	3	0	17 0
31. Welder	50	6	6	0	56 6
32. Plumber's assistant	19	6	3	0	22 6
33. Oiler and greaser	19	6	3	0	22 6
34. Gas fitter (including service laying)	46	0	4	0	50 0
35. Complaint man	50	0	6	0	56 0
36. Fitters of three years' service	50	0	6	0	56 0
37. Men engaged on coal grab at Fremantle	20	0	3	0	23 0
38. Gas meter shop workers opening, cleaning or painting meters	15	0	3	0	18 0
39. Patching and scurfing retorts and cleaning flues (Fremantle)	14	0	3	0	17 0
40. Workers not classified elsewhere					
41. Gas meter tester	46	0	6	0	52 0

(c) **Industry Money.**—In addition to the wages prescribed in this Agreement, industry money shall be paid at the rate of three shillings (3s.) per week to all workers covered by this Agreement, with the exclusion of the workers employed for less than one week and men discharging coal from railway trucks.

(d) **Service Money.**—Service money shall be payable to all men (except fitters) employed over three years at the rate of three shillings (3s.) per week.

(e) **Relief Retort Operator.**—Is to be paid retort operator's (shift work) rate for the full week.

(f) **Shift Workers.**—Shift workers are to receive five per cent. (5%) increase on the wage rate ruling for afternoon shift; for the night shift they are to receive a ten per cent. (10%) increase on their wage rate. Relief shift to work shift hours when not employed on their usual occupation.

(g) (i) **Leading Hand.**—Leading hand herein means one other than a shift worker who has in any degree control, supervision, direction of three or more other workers, shall be paid two shillings and sixpence (2s. 6d.) per day above the ordinary rate of pay for such work (this shall include one man on the regular gang being so designated and paid while in charge on the purifiers while they are being emptied or filled).

(ii) **Leading Hand.**—(Being a tradesman and not a shift worker) in charge of three or more tradesmen or six or more workers shall be paid three shillings (3s.) per day above the rate prescribed for his trade.

(h) **Gas workers plumber's rate** to be paid in the following cases:—

(i) For fixing meters of 700 cubic feet and upwards. On altering position of cooker jobs, when renewing pipe which involves screwing and cutting.

(ii) In the case of men on meter lorries, should they be working as fitters, that is, screwing, cutting and fitting, for over four hours in any one day they shall be paid the gas workers plumber's rate for that day.

(iii) Fixing meters and fixing stoves which does not involve cutting or screwing is not to be included to make up four (4) hours.

(iv) The gas workers plumber's rate starts at the building line, less one-half hour for fixing or fitting meters.

(i) **Working Inside Boilers, etc.**—Men engaged inside the gas, tar, or water space at any boiler, or inside the boiler flue in cleaning or scraping work, or in tar stills, tar tanks, super heaters, carburettors (water gas plant) after such vessels have been in commission, cleaning off and removing the residue therefrom, shall be paid a margin of sixpence (6d.) per hour on existing rate of pay when so engaged.

(j) Men cleaning tar tanks of the waterless holder only shall be paid a margin of two shillings (2s.) per day when so engaged.

(k) Man in charge operating pan-ash washer shall be paid a margin of 2s. per day.

(l) Man working on coke screening machine at Perth gas works shall be paid a margin of 2s. per day.

(m) **Working in Wet Ground.**—Any worker working in wet ground shall be paid one shilling and threepence (1s. 3d.) per day in addition to his ordinary or overtime rate of pay. "Wet ground" means ground in which, in the opinion of the engineer, it is impracticable for workers to work without getting wet feet, provided that where watertight boots are supplied by the management, there shall be no allowance for wet ground.

(n) **Height Money.**—Any worker working on any temporary scaffolding, swinging stage, boson's chair or ladder, at a height of 40 feet or over from the ground, shall be paid one shilling (1s.) per day in addition to the rate of pay for the job, providing he so works four hours or over in any one day. If he works less than four hours, he shall be paid at the higher rate for the time of working only.

(o) **Mixed Functions.**—(i) Any worker required to do more than one class of work in any one day shall be paid at the higher rate for the day, provided he works for four hours or over at this rate, otherwise he shall be paid the higher rate only for the time so worked. (ii) If a higher rate is paid for over four hours in any one day, the rate to be paid when the worker is proceeding from one job to another shall be at the higher rate for that day.

(p) Gas meter makers or repairers shall be elevated from No. 2 bench to No. 1 bench after three years of service subject to the employee's efficiency as determined by the management.

4.—Provision of Oilskins.

Service men, all regular workers of the main-laying gangs, complaint men, tar fillers, truck drivers' mates and coal gang shall be supplied with oilskins, leggings, coat and sou'-wester every two years. The worker shall be responsible for any loss or damage to same (ordinary wear and tear excepted) before the expiration of such period. If the worker leaves or is dismissed from his employment before the expiration of two years from the issue, he shall return the oilskin, coat, leggings and sou'-wester issued to him.

5.—Provision of Boots.

Boots will be issued by the department to all men while they are engaged on the purifiers and tar filling plant; these boots are to be handed back each night by the men concerned, and will be kept by the department whilst not in use; under no circumstances are they to be taken away from the gas works.

6.—Travelling Allowance for Main Gangs and Outside Workers.

Where a worker commencing work at starting time on the job incurs extra tram or railway fares over and above one fare each way, the extra amount of fare shall be refunded to him each week.

7.—Time Allowance Outside the Two-mile Radius.

Workers working temporarily outside the two-mile radius of the Belmont Depot, Spearwood, Gas Works, Fremantle or Cottesloe Depot, and not

within two miles of their place of residence, shall be allowed one-half hour per day travelling time, without loss of pay, in addition to above travelling allowance, when required to report for work on the job.

8.—Hours.

The hours of duty shall not, without payment of overtime, exceed forty (40) hours per week, and the hours of duty for any day shall not without payment for overtime, exceed eight (8) hours. Provided also, that if it is found necessary, arrangements may be made for workers to commence work earlier or later and finish earlier or later than the ordinary hours. Each shift to consist of eight (8) hours, a five-day week to operate subject to a system of rostering for shift workers.

9.—Overtime.

(a) Payment shall be made for overtime at the rate of time and one half for the first four hours after the usual knock-off time and double time thereafter.

(b) When a worker is recalled to work after leaving the job, he shall be paid for at least two hours at overtime rates.

(c) When a worker, without being notified on the previous day, is required to continue working after the usual knock-off time, for more than one hour, he shall be provided with any meal required or shall be paid three shillings (3s.) in lieu thereof.

This provision shall not apply in case of emergency breakdown repairs. No worker shall work overtime more than four and one quarter hours ($4\frac{1}{4}$) without a meal break.

(d) An employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

(e) No organisation, party to this Agreement or worker or workers covered by this Agreement shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation, or restriction upon the working of overtime in accordance with the requirements of this subclause.

(f) This subclause shall remain in operation only until otherwise determined by the Court.

10.—Shift Work.

(a) The hours of duty without the payment of overtime shall not, for shiftmen (except watchmen) exceed an average of forty (40) hours per week, to be worked in shifts not exceeding eight (8) hours each. Such shifts to be distributed as the employers choose, but so as to make an aggregate shift time on duty not exceeding one hundred and sixty (160) hours in each period of four (4) weeks.

(b) For all duty performed on his day off in the week, a shiftman shall be paid double time.

(c) For all time worked on a Saturday, Sunday and holidays (not being his day off) the minimum ordinary rate for a shiftman shall be increased by one half for a Saturday, three-quarters for a Sunday, but in the case of a holiday it shall be doubled.

(d) In the case of a shiftman working on his day off at the request of another employee, the rate to be paid shall be the ordinary rate payable for the day or shift.

(e) A shiftman shall be deemed to be working on a continuous process.

(f) A worker not notified before his usual knock-off time that he is being required for night shift, and being required for shift work after his usual day's work and between his usual knock-off time and 8 a.m., shall be paid at the rate of time and one-half.

11.—Holidays.

(a) Two weeks' annual leave will be granted on full pay annually after twelve months' service, leave not to be cumulative and to be taken at the discretion of the management so as to interfere with the routine of the works as little as possible.

(b) If after one month's continuous service in any qualifying twelve-monthly period a worker lawfully leaves his employment or his employment is terminated by the employer through no fault of the worker, the worker shall be paid one-sixth of a week's pay at his ordinary rate of wage in respect of each completed month of continuous service.

(c) Retort operators and men engaged on shift work shall receive three working weeks (one hundred and twenty (120) hours) leave on full pay after twelve months' service.

(d) If after one month's continuous service in any qualifying twelve-monthly period a worker lawfully leaves his employment, or his employment is terminated by the employer through no fault of the worker, the worker shall be paid one-quarter of a week's pay at his ordinary rate of wage in respect of each completed month of continuous service.

(e) Men on the water gas plant and tar plant shall be classified as shift workers for annual holidays, when two or more shifts are being worked continuously per day.

(f) For the purpose of annual leave shift workers shall be paid for their three weeks' leave at the afternoon shift rate, then add industry money where applicable.

(g) The following days shall be recognised as holidays and the usual rates of pay shall be paid for same:—New Year's Day, Anniversary Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Christmas Day, Boxing Day, Union Picnic Day, and people's or children's Show Day.

(h) Shift workers shall be paid one day's pay in lieu of the Union Picnic Day.

(i) Any days which are prescribed by the laws of the State to be observed in lieu of the holidays abovementioned will be treated as the days to which this holiday clause shall apply.

(j) All workers, other than shiftmen, shall be free from duty on holidays, without loss of pay for the day, but any employee may be required for duty on any Sunday or holiday and, if so required, shall be entitled to the ordinary rate for the time worked on holidays and double time for Sunday, the ordinary day's pay plus the holiday pay for the day.

(k) In the case of workers on mixed functions, for the named holidays, between the periods of annual leave, the employee shall be paid at the rate per day he was paid prior to taking annual leave.

12.—Junior Workers.

(a) Junior worker is a person under the age of 21 years of age and shall be paid in accordance with the following scale:—

	Per cent. of basic wage.
Up to 16 years of age	30
Between 16 and 17 years of age	40
Between 17 and 18 years of age	65
Between 18 and 19 years of age	80
Between 19 and 21 years of age	95

(b) At 16 years, a junior worker shall be paid industry money at the rate of sixpence (6d.) per week, then increased by sixpence per week each year until at 21 years he shall receive three shillings (3s.) per week industry money in addition to the rate prescribed in this Agreement.

(c) Junior workers excepting those employed in the meter shop must not be employed on work which requires the use of tradesmen's tools, or connecting meters or any gas appliances to the main.

13.—Weekly Hiring.

(a) The employment is terminable on either side by one week's notice, given on any day, but for the first four days of employment the hiring shall be from hour to hour, and during this period an hour's notice or an hour's pay shall be sufficient.

(b) If a weekly worker absents himself from duty, a sum proportionate to his time of absence may be deducted from his pay.

(c) This clause does not affect the right for dismissal for misconduct, and in such case wages shall be paid up to the time of dismissal only.

(d) The employers shall be entitled to deduct payment for any day upon which the worker cannot be usefully employed because of any strike by the union or unions affiliated with it, or by any other association or union, or through any breakdown of the employer's machinery, or any stoppage of work, or by any such strike or breakdown which the employers cannot reasonably prevent.

14.—Absence Through Sickness.

(a) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health for one-twelfth of a week for each completed month of service. Payment hereunder may be adjusted at the end of each calendar year, or at the time the worker leaves the service of the employer, in the event of the worker being entitled by service subsequent to sickness to a greater allowance than that made at the time the sickness occurred. Payment for absence through such ill-health shall be limited to forty (40) hours in any calendar year, provided that if a worker be not absent from his work owing to ill-health during any year such sick pay unused out of the balance of forty (40) hours in any one year may be carried forward for five (5) succeeding years, there being one-twelfth of a week for every month of service. That is, any balance of forty (40) hours to be carried forward from the first to the second year, any balance of the eighty (80) hours to be carried forward from the second to the third year, any balance of one hundred and twenty (120) hours carried forward from the third to the fourth year, any balance of the one hundred and sixty (160) hours to be carried forward from the fourth to the fifth year, any balance of the two hundred (200) hours to be carried forward from the fifth to the sixth year, with a maximum carry-forward of two hundred (200) hours. After the sixth year, and at any time the maximum sick pay shall be two hundred and forty (240) hours.

(b) This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act, or for any accident wherever sustained arising out of his own wilful default or for sickness arising out of his own wilful default.

(c) No worker shall be entitled to the benefits of this clause unless he produces proof satisfactory to the employers of sickness, but the employers shall not be entitled to a medical certificate unless the absence is for three (3) days or more.

(d) Any time in respect of which a worker is absent from work except time for which he is entitled to claim sick pay under the preceding provisions shall not count for the purpose of determining his right to holidays.

15.—Provisions.

Service layer's work to terminate within six feet of inside of building or street line.

16.—Maintenance Work.

Maintenance work shall not constitute gas-fitter's work, unless it is found necessary to remove the fittings and replace them to repair a fault.

17.—Tools.

All tools required in connection with any work performed by the employees on behalf of the employers, to be provided by the employers, except small tools.

18.—Overalls or Dust Coats.

All employees of the Gas Department of the State Electricity Commission and fitters, complaint men and assistants of the Fremantle Gas and Coke Co., party to this Agreement shall be supplied with two (2) pairs of overalls or dust coat annually after six months' continuous service. All other employees of the Fremantle Gas and Coke Company shall be supplied with one (1) pair of overalls or dust coat annually after six months' continuous service.

19.—Membership of Union.

All new workers joining the service of the employers and employed under this Agreement shall, within fourteen (14) days make application to

join the Union which is party to this Agreement except that this provision shall not apply to University students or casual workers.

20.—Obligation of Union.

It is agreed that in the event of any strike or similar action against any other employer, the Union party to this Agreement will not allow its members in the service of the employers to be involved directly or indirectly in the withdrawal of their labour from the normal activities of the employers.

21.—Promotion.

Before any promotion to a vacancy shall be made, consideration as to the qualifications of each man shall be given. Any man for promotion who considers he has been penalised shall have the right of appeal to the engineer or general manager with a representative of the Union.

22.—Washing Facilities.

The employer shall provide for workers at the works in the industry, facility for washing (hot showers and wash basin) and soap suitable as a solvent for removing tar and grease.

23.—Settlement of Disputes.

(a) Should any question or dispute arise regarding this Agreement or any matter not provided herein, it shall be referred to a representative of the employers and of the Union, who shall meet and endeavour to effect a settlement.

(b) This clause shall not be taken to interfere with any rights of either of the parties to proceed for a penalty for a breach of this Agreement.

24.—First Aid Kit.

The employer shall provide all requisite first aid appliances and materials as prescribed by the Factories and Shops Act, at the works and for main laying and service gangs.

25.—Extra Provisions.

(a) Gloves shall be supplied to all employees working on the caustic bath, in the stove and meter shop, and to employees engaged on dry gas plants.

(b) Glass goggles shall be supplied to employees engaged on emery wheels or buffing.

(c) After the purifier box lids are lifted, two (2) hours shall elapse before men are sent into the purifiers to work.

26.—Locality of Agreement.

This Agreement shall apply to those areas within the metropolitan area in which the State Electricity Commission of W.A. and the Fremantle Gas and Coke Company Ltd. have the right to supply gas.

27.—Duration of Agreement.

This Agreement shall operate for two years from the date hereof.

In witness whereof the parties hereto have hereunto set their hands and seals the day and year first hereinbefore written.

Signed for and on behalf of
the State Electricity Commission
of Western Australia,
in the presence of—

A. Stannard.

F. C. EDMONDSON,
Deputy Chairman.

The Common Seal of the Fremantle Gas and Coke Company Limited was hereunto affixed in the presence of—

[L.S.]

E. E. TOMLINSON,
Chairman.

B. MORRIS,
Secretary.

The Common Seal of the Metropolitan Gas Works Union of Workers was hereunto affixed in the presence of—

[L.S.]

N. M. ALEXANDER,
President.

R. L. JONES,
Secretary.

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 22 of 1952.

Between The Food Preservers' Union of Australia, Western Australian Branch Union of Workers, Coastal Districts, Applicant, and G. Wood, Son and Co., and other Employers as per Schedule attached, Respondents.

WHEREAS an industrial dispute existed between the abovenamed parties, and whereas the said dispute was referred into Court for the purpose of hearing and determination, and whereas the said reference of industrial dispute was remitted by the Court to the Conciliation Commissioner, and whereas the parties subsequently met and conferred and have arrived at agreement on all matters in difference, and whereas the parties have this day appeared before the Conciliation Commissioner by their respective representatives and requested the Conciliation Commissioner to make the said Agreement an Award of the Court: Now, therefore, the Conciliation Commissioner, pursuant to section 65 of the Industrial Arbitration Act, 1912-1952, and all other powers therein enabling him, hereby declares the memorandum hereunder written to have the same effect as and be deemed an Award of the Court.

Memorandum of Agreement.

(Note.—Wherever the word "Award" occurs herein, it shall be taken to mean and include "Agreement.")

1.—Title.

This Award shall be known as the "Food Manufacturing Employees' Award" and replaces Award No. 66 of 1947 (as amended).

2.—Arrangement.

1. Title.
2. Arrangement.
3. Scope.
4. Area.
5. Term.
6. Definitions.
7. Wages.
8. Hours.
9. Overtime.
10. Meal Hour.
11. Mixed Functions.
12. Contract of Service.
13. Holidays.
14. Annual Leave.
15. Absence through Sickness.
16. Junior Workers' Certificate.
17. Board of Reference.
18. Posting of Award.
19. Under-rate Workers.
20. Payment of Wages.
21. Record.
22. Protective Clothing.

3.—Scope.

This Award shall apply to workers following the vocations mentioned in clause 7 hereof in the manufacture, preparation, packing or putting up of spices, condiments, coffee, chicory, cocoa, tea, jelly crystals, farinaceous foods (except macaroni or similar products), polishes, honey and other similar lines generally manufactured, packed or put up by manufacturing grocers.

4.—Area.

This Award shall have effect over the area comprised within a radius of fourteen (14) miles from the General Post Office, Perth, but excluding the area occupied by the works and undertakings owned and controlled by Australasian Conference Association Limited, trading as "Sanitarium Health Food Company."

5.—Term.

The term of this Award shall be for a period of one year from the commencement of the first pay period commencing after the date hereof.

6.—Definitions.

(a) "Casual worker" shall mean any worker engaged for less than one (1) week and who shall be paid whilst so employed at the rate of ten per cent. (10%) in addition to the rates prescribed in clause 7 hereof.

(b) "Leading hand" shall mean a worker who is appointed as such by the employer, and who in addition to his ordinary duties is required by the employer to supervise the work of other workers.

7.—Wages.

The minimum rates of wages payable to workers covered by this Award shall be as follows:—

	Per week.
(a) Basic wage—	£ s. d.
Males	12 6 6
Females	8 0 3
	Margin over Basic Wage per week.
(b) Adult males—	£ s. d.
Worker roasting and/or grinding and mixing and blending coffee or chicory	1 10 0
Coffee essence makers	1 5 0
Other mixers and blenders	1 2 6
Roasters of other commodities	1 2 6
General factory hands	1 1 3
All others	5 0
(c) Adult females	5 0
	Per cent. of Male Basic Wage per week.
(d) Junior Males—	
14 to 15 years of age	30
15 to 16 years of age	40
16 to 17 years of age	50
17 to 18 years of age	60
18 to 19 years of age	70
19 to 20 years of age	80
20 to 21 years of age	90

	Per cent. of Female Basic Wage per week.
(e) Junior Females—	
15 to 16 years of age	45
16 to 17 years of age	55
17 to 18 years of age	65
18 to 19 years of age	75
19 to 20 years of age	85
20 to 21 years of age	95

(f) Leading hands, appointed as such by the employer, shall be paid 1s. 6d. per day in addition to the rate prescribed herein.

8.—Hours.

(a) Forty hours shall constitute a week's work and shall be worked between the hours of 7 a.m. and 6 p.m., Monday to Friday inclusive.

(b) Any adult worker, other than a shift worker, called upon to commence work between 12 midnight and 7 a.m. on operations which must necessarily commence between those times shall be paid two shillings (2s.) per day in addition to his ordinary rate.

9.—Overtime.

(a) All time worked in excess of eight (8) hours per day, or, subject to clause 8 (b) outside the usual starting and finishing times shall be deemed overtime and shall be paid for at the rate of time and a half for the first four (4) hours and double time thereafter.

(b) When a worker without being notified the previous day is required to continue working after the usual knock-off time for more than one hour, he shall be provided with any meal required or shall be paid three shillings (3s.) in lieu thereof.

(c) Notwithstanding anything contained in this Award—

(i) An employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

(ii) No organisation, party to this Award, or worker or workers covered by this Award shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation, or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) This subclause shall remain in operation only until otherwise determined by the Court.

10.—Meal Hour.

No female worker or junior male worker shall be employed for a longer period than five (5) hours without a break for a meal. The time allowed for each meal required shall not be more than one (1) hour.

11.—Mixed Functions.

A worker who is required to do work which is entitled to a higher rate under this Award than that which he or she usually performs shall be entitled to the higher rate whilst so engaged.

12.—Contract of Service.

(a) Except in the case of a casual worker, whose engagement shall be by the hour, the contract of hiring of every worker shall be a weekly contract terminable by one week's notice on either side, given on any working day.

(b) Any worker not attending for duty shall lose his pay for the actual time of such non-attendance, subject to clause 15 hereof.

(c) The employer shall be entitled to deduct payment for any day or portion of a day upon which the worker cannot be usefully employed, because of any strike by the union or unions affiliated with it, or by any other association or union, or through the breakdown of the employer's machinery or any stoppage of work by any cause which the employer cannot reasonably prevent.

13.—Holidays.

(a) The following days, or the days observed in lieu, shall be allowed as holidays without deduction of pay, namely:—New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, State Foundation Day, Christmas Day and Boxing Day.

(b) All work performed on any of the foregoing days or on Sundays shall be paid for at the rate of double time.

(c) On any public holiday not prescribed as a holiday under this Award the employer's establishment or place of business may be closed, in which case a worker need not present himself for duty and payment may be deducted but if work be done ordinary rates of pay shall apply.

14.—Annual Leave.

(a) Except as hereinafter provided a period of two consecutive weeks' leave with payment of ordinary wages as prescribed shall be allowed annually to a worker by his employer after a period of 12 months' continuous service with such employer.

(b) If any Award holiday falls within a worker's period of annual leave and is observed on a day which in the case of that worker would have been an ordinary working day there shall be added to that period one day being an ordinary working day for each such holiday observed as aforesaid.

(c) If after one month's continuous service in any qualifying 12-monthly period a worker lawfully leaves his employment, or his employment is terminated by the employer through no fault of the worker, the worker shall be paid one-sixth (1/6th) of a week's pay at his ordinary rate of wage in respect of each completed month of continuous service.

(d) Any time in respect of which a worker is absent from work except time for which he is entitled to claim sick pay or time spent on holidays or annual leave as prescribed by this Award shall not count for the purpose of determining his right to annual leave.

(e) In the event of a worker being employed by an employer for portion only of a year, he shall only be entitled, subject to subclause (c) of this clause, to such leave on full pay as is proportionate to his length of service during that period with such employer, and if such leave is not equal to the leave given to the other workers he shall not be entitled to work or pay whilst the other workers of such employer are on leave on full pay.

(f) A worker who is dismissed for misconduct or who illegally severs his contract of service shall not be entitled to the benefit of the provisions of this clause.

(g) The provisions of this clause shall not apply to casual workers.

15.—Absence through Sickness.

(a) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health for one-twelfth (1/12th) of a week for each completed month of service: Provided that payment for absence through such ill-health shall be limited to forty (40) hours in each calendar year. Payment hereunder may be adjusted at the end of each calendar year, or at the time the worker leaves the service of the employer, in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred. This clause shall not apply where the worker is entitled to compensation under the Workers Compensation Act.

(b) A worker shall not be entitled to receive any wages from his employer for any time lost through the result of an accident not arising out of or in the course of his employment or for any accident, wherever sustained, arising out of his own wilful default or for sickness arising out of his own wilful default.

(c) No worker shall be entitled to the benefits of this clause unless he produces proof satisfactory to his employer of sickness, but the employer shall not be entitled to a medical certificate unless the absence is for three (3) days or more.

16.—Junior Worker's Certificate.

Junior workers upon being engaged shall, if required, furnish the employer with a certificate containing the following particulars:—

- (i) Name in full.
- (ii) Age and date of birth.
- (iii) Name of each previous employer and length of service with such employer.
- (iv) Class of work performed for each previous employer.

No worker shall have any claim upon an employer for additional pay in the event of the age or length of service of the worker being wrongly stated either on the certificate or verbally to the employer. If any junior worker shall wilfully mis-state his age either verbally to the employer or in the certificate he alone shall be guilty of a breach of this Award.

17.—Board of Reference.

The Court may appoint for the purpose of this Award a Board or Boards of Reference. Each such Board shall consist of a chairman and two other representatives, one to be nominated by each of the parties as prescribed by regulations.

There are assigned to each such Board in the event of no agreement being arrived at between the parties to this Award, the functions of:—

- (a) adjusting any matters of difference which may arise from time to time, except such as involve interpretations of the provisions of the Award or any of them;
- (b) deciding any other matter that the Court may refer to such Board from time to time.

An appeal shall lie from any decision of such Board in the manner and subject to the conditions prescribed in the regulations to the Industrial Arbitration Act, 1912-1952, which for the purpose are embodied in this Award.

18.—Posting of Award.

Every employer shall post a copy of this Award in a conspicuous place in the factory, easily accessible to all workers.

19.—Under-rate Workers.

(a) Any worker who by reason of old age or infirmity is unable to earn the minimum wage may be paid such lesser wage as may from time to time be agreed upon in writing between the Union and the employer.

(b) In the event of no agreement being arrived at, the matter may be referred to the Board of Reference for determination.

(c) After application has been made to the Board and pending the Board's decision the worker shall be entitled to work for the employer at the proposed lesser rate.

20.—Payment of Wages.

Wages shall be paid at least once weekly.

21.—Record.

(a) The employer shall keep or cause to be kept a record or records containing the following particulars:—

- (i) Name of each worker.
- (ii) The nature of his work.
- (iii) The hours worked each day and each week.
- (iv) The wages and overtime (if any) paid each week.
- (v) The age of each junior worker.

Any system of automatic recording by machines shall be deemed to comply with this provision to the extent of the information recorded.

(b) The time and wages record shall be open for inspection by a duly accredited official of the Union, during the usual office hours at the employer's office, or other convenient place, and the representative may be allowed to take extracts therefrom.

22.—Protective Clothing.

When handling insecticides workers shall be supplied with gloves or such other protective clothing as the employer may deem sufficient if such are necessary.

I certify, pursuant to section 65 of the Industrial Arbitration Act, 1912-1952, that the foregoing is a copy of the agreement arrived at between the parties mentioned above.

Dated at Perth this 16th day of December, 1953.

(Sgd.) S. F. SCHNAARS,
Conciliation Commissioner.

Filed at my office this 16th day of December, 1953.

(Sgd.) R. BOWYER,
Clerk of the Court.

Schedule of Respondents.

G. Wood, Son & Co.
D. & J. Fowler Ltd.
J. & W. Bateman Ltd.
Henry Berry & Co. Ltd.
National Trading Co.
Parson Bros.

IN THE COURT OF ARBITRATION
OF WESTERN AUSTRALIA.

No. 25 of 1953.

Between the West Australian Shop Assistants and Warehouse Employees' Industrial Union of Workers, Perth, Applicant, and Dalgety & Company Limited, Elder Smith & Company Limited, Wm. Haughton and Company Limited, Joyce and Watkins, T. Dewez and Company Proprietary Limited, Respondents.

WHEREAS an industrial dispute existed between the abovenamed parties, and whereas the said dispute was referred into Court for the purpose of hearing and determination, and whereas the said reference of industrial dispute was remitted by the Court to the Conciliation Commissioner, and whereas the parties subsequently met and conferred and have arrived at agreement on all matters in difference, and whereas the parties have this day appeared before the Conciliation Commissioner by their respective representatives and requested the Conciliation Commissioner to make the said Agreement an Award of the Court: Now, therefore, the Conciliation Commissioner, pursuant to section 65 of the Industrial Arbitration Act, 1912-1952, and all other powers therein enabling him, hereby declares the memorandum hereunder written to have the same effect as and be deemed an Award of the Court.

Memorandum of Agreement.

(Note: Wherever the word "Award" occurs herein, it shall be taken to mean and include "Agreement".)

1.—Title.

This Award shall be known as the "Wool, Hide and Skin Store Employees Award" and replaces Award No. 29 of 1951 (as amended).

2.—Arrangement.

1. Title.
2. Arrangement.
3. Area.
4. Term.

(A) Wool Store Section:

5. Definitions.
6. Hours.
7. Overtime.
8. Meal Hours and Meal Money.
9. Smoke-ohs.
10. Wages.
11. Duties of Junior Weekly Hands.
12. Proportion of Junior Workers.
13. Engagement.

(B) Hide and Skin Store Section:

14. Definitions.
15. Hours.
16. Overtime.
17. Meal Hours and Meal Money.
18. Wages.
19. Duties of Junior Weekly Hands.
20. Proportion of Junior Workers.
21. Changing Time.
22. Engagement.
23. Smoke-ohs.
24. Leggings and Aprons.

General Clauses (Applicable to
Sections (A) and (B)).

25. Holidays and Annual Leave.
26. Higher Duties.
27. Time and Wages Book.
28. Under-rate Workers.
29. Pay Day.
30. Board of Reference.
31. Gong.
32. Travelling Time.
33. Basic Wage Variations.

3.—Area.

This Award shall be limited in its effect to that portion of the State of Western Australia known as the South-West Land Division.

4.—Term.

The term of this Award shall be for a period of twelve (12) months from the beginning of the first pay period commencing after the date hereof.

(A) Wool Store Section:

5.—Definitions.

(a) "Casual Hand" shall mean a worker engaged by the hour and who may be put off or leave his employer's service at any moment without notice. Provided that—

- (i) a casual hand shall be employed for not less than four (4) hours in any one day;
- (ii) where a casual hand is dismissed, the wages due to him shall be paid in cash on the termination of his employment, but where a casual hand is dismissed for cause, the wages due to him shall be paid not later than the next day;
- (iii) any worker who is taken on between the 1st March and the 31st August, inclusive, and who is not kept on for four (4) consecutive weeks, shall be regarded as a casual hand and shall be paid the casual rate prescribed herein.

(b) "Weekly hand" shall mean a worker engaged by the week and whose employment shall be terminable by not less than one (1) week's notice on either side. Provided that—

- (i) any worker who is taken on between the 1st September and the 28th February in the following year, inclusive, shall be regarded as a casual hand and paid the rate prescribed for a casual hand;

- (ii) if a worker is engaged prior to the 1st September and his engagement is terminated by his employer on or before the 28th February in the following year, he shall be regarded as a casual hand and paid the rate prescribed for a casual hand from the 1st September;
- (iii) any worker who is in the employ of the employer prior to the 1st September and who is kept in his employment up to and including the 28th February in the following year, shall be regarded as a weekly hand and paid the rate prescribed for a weekly hand for any work performed prior to the 1st September and after the 28th February in the year following (such worker shall, however, receive five per cent. (5%) in addition to the prescribed rate for the period between the 1st September and the 28th February in the year following); and for any continuing periods whilst casual hands are employed in the store;
- (iv) casual rates shall not be paid to any worker who, being in the employ of the employer prior to the 1st September, is transferred from his employer's wool store to do work in his hide and skin store, or vice versa, during the period between the 1st September and the 28th February in the year following inclusive, unless such worker's services are terminated by his employer on or before the 28th February, in which case the worker shall be paid the prescribed casual rate only for the time he has been employed in the wool store: Provided that if the total time worked in the wool store and the hide and skin store be less than four (4) consecutive weeks, the worker shall be paid the rate prescribed for a casual hand for the work performed in both stores.

(c) "Head classer" shall mean a worker in charge of other workers who classes wool for export or packs for appraisalment, auction sales or shipment and takes over country consignments.

(d) "Assistant classer" shall mean a worker who classes for one or more of the following:—Export, auction sales, appraisements or shipments, which work shall not include the work usually performed by a piece picker as defined in subclause (f) of this clause.

(e) "Assistant storeman" shall mean a storeman in charge of a branch store separated from the main place of business, or a storeman who is working in a similar capacity in the main store under the man in charge of the wool store.

(f) "Piece picker" shall mean a worker—(i) separating the clean from the dirty; (ii) separating the large and longer staple pieces and bellies from the short; (iii) taking the rough and stains from cleaner pieces and separating for colour.

(g) "Leader of gang" shall mean a worker who is placed in supervision over other storeman, notwithstanding that he may himself be under the supervision of the head classer or man in charge.

(h) "Wool sorter" shall mean a worker other than a head classer or assistant classer who sorts wool for quality irrespective of the portion of the sheep's or lamb's body from which it originates.

6.—Hours.

Forty (40) hours shall constitute a week's work, to be worked between the hours of 8 a.m. and 5 p.m. on Monday to Friday, inclusive.

7.—Overtime.

(a) All time worked prior to the usual starting time or after the usual finishing time shall be paid for at overtime rates.

(b) (i) For work performed up to 9 p.m. Monday to Friday inclusive, time and a half.

(ii) For work performed after 9 p.m. until 8 a.m. the next day, Monday to Friday inclusive, double time.

(iii) For work performed between 8 a.m. and 12 noon on Saturday, time and a half.

(iv) For work performed on Saturday, after 12 noon, or during a meal hour, or on Sunday or on any of the holidays prescribed by this Award, double time.

(c) Notwithstanding anything contained in this Award—

(i) an employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement;

(ii) no organisation, party to this Award, or worker or workers covered by this Award, shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this subclause.

(iii) this subclause shall remain in operation only until otherwise determined by the Court.

8.—Meal Hours and Meal Money.

(a) One (1) hour shall be allowed for each meal: Provided that where the distance or any other unavoidable circumstances does not permit a worker obtaining a meal in that time he shall on notifying the employer prior to taking of the meal period be allowed up to one and one-half (1½) hours for any meal taken after 5 p.m., otherwise meal hours shall be as under:—12 noon to 1 p.m., 5 p.m. to 6 p.m., 12 midnight to 1 a.m., 7 a.m. to 8 a.m.

(b) If any worker is required to return to work after 6 p.m. Monday to Sunday inclusive, he shall be paid three shillings (3s.) meal money. A worker shall also be entitled to three shillings (3s.) meal money if he is required to work after 12 o'clock midnight, or if he is required to work after midday on Saturday or Sunday for a period of not less than one hour.

(c) Should a worker who has worked during the night up to breakfast time in the morning be required to continue working after 8 a.m., he shall be paid three shillings (3s.) meal money: Provided that such payment shall not be made in the case of a worker who starts work at 7 a.m.

(d) Meal money shall be paid to the worker not later than 5 p.m. on the day that he is required to return to work overtime.

9.—Smoke-ohs.

If any worker is required to work beyond 9 p.m. and/or 3 a.m. he shall be allowed an interval of fifteen (15) minutes for smoke-oh.

10.—Wages.

The minimum rates of wages payable to workers covered by this Award shall be as follows:—

(1) Adults:

(a) Basic wage per week—

	£	s.	d.
Within a 15-mile radius from the G.P.O., Perth	12	6	6
Within the South-West Land Division, but excluding the area contained within a radius of 15 miles from the G.P.O., Perth	12	6	0

(b) Casual hands (other than head classer and/or man in charge of wool store, or assistant classer, or assistant storeman or wool sorter), per hour—

Within a 15-mile radius from the G.P.O., Perth	7	10-9/20
Within the South-West Land Division, but excluding the area contained within a radius of 15 miles from the G.P.O., Perth	7	10-19/40

£ s. d.

- (c) Casual hands, engaged as wool sorters, per hour—
 Within a 15-mile radius from the G.P.O., Perth 8 1-9/20
 Within the South-West Land Division but excluding the area contained within a radius of 15 miles from the G.P.O., Perth 8 1-19/40
- (d) Casual hands engaged as head classer and/or man in charge of wool, or assistant classer, or assistant storeman, shall be paid at the rates prescribed in subclauses (e) (i), (ii) or (iii) of this clause, plus an additional 1s. per hour.

Margin
per week.
£ s. d.

- (e) (i) Head classer and/or man in charge of wool store 3 10 0
 (ii) Assistant classer 2 17 0
 (iii) Assistant storeman 2 13 0
 (iv) Wool sorter 2 9 0
 (v) Piece pickers and all other weekly hands 1 15 0
- (f) Leader of gang (as defined) shall be paid threepence (3d.) per hour in addition to the above rates.
- (g) One (1) worker in each wool stacking gang shall be paid one shilling (1s.) per day in addition to the above rates. Not less than five (5) workers shall constitute a hand stacking gang.
- (h) One shilling (1s.) per day in addition to the above rates shall be paid to the worker driving the wool dumping press.
- (i) One shilling per hour in addition to the above rates shall be paid to any worker who actually handles "dead" wool.
- (j) One shilling (1s.) per day in addition to the above rates shall be paid to workers employed on a wool press other than a power press. If handling "dead" wool, the provisions of subclause (i) shall also apply.

(2) (a) Junior Weekly Hands:

	Percentage of Male Basic Wage per week.
14 to 15 years of age	35
15 to 16 years of age	40
16 to 17 years of age	50
17 to 18 years of age	55
18 to 19 years of age	70
19 to 20 years of age	85
20 to 21 years of age	100

(b) Junior Casual Hands—Any junior worker employed for less than four (4) consecutive weeks shall be paid at the rate prescribed in subclause (2) (a) of this clause plus threepence (3d.) per hour.

11.—Duties of Junior Weekly Hands.

If any junior weekly hand is called upon to do any work other than the following, namely:—Marking, branding, working lift, cleaning up, sweeping, sewing (other than sewing up), elementary classing, driving hoist, winch or stacking machine, or any light work ordered by the storeman, he shall be paid the minimum adult rate. Driving of stacking machine shall not include hauling it from place to place unassisted. If a junior is employed "kicking back" he shall be paid the minimum adult rate.

12.—Proportion of Junior Workers.

The number of junior workers shall not exceed the proportion of one (1) junior to every four (4) adult workers covered by this section of the Award.

13.—Engagement.

All labour required in the wool stores for the day shall be engaged between 7.30 a.m. and 8 a.m., but in the event of sufficient men not being available between these times, the employer shall have the right to engage other labour which may report later in the day: Provided that workers shall be entitled to payment only as from the time at which they are told to report for work.

(B) Hide and Skin Store Section:

14.—Definitions.

(a) "Casual hand" shall mean a worker who is engaged by the hour and who may be put off or leave his employer's service at any moment without notice: Provided that—

- (i) a casual hand shall be employed for not less than four (4) hours in any one day;
 (ii) where a casual hand is dismissed the wages due to him shall be paid in cash on the termination of his employment, but where a casual hand is dismissed for cause, the wages due to him shall be paid not later than the next day.

(b) "Weekly hand" shall mean a worker who is engaged by the week and whose employment shall be terminable by not less than one (1) week's notice on either side: Provided that any worker who is employed for less than four (4) consecutive weeks shall be classed as a casual hand and paid the rates prescribed for a casual hand.

(c) "Head classer and/or head storeman" shall mean a worker in charge of other workers and who classes skins and/or hides for export and packs for appraisalment auction sales, shipment, or takes over country consignments.

(d) "Assistant head classer" shall mean a worker who assists the head classer in classing for export, auction sales and for appraisalment, and takes over country consignments.

(e) "Assistant storeman" shall mean a worker who assists the head storeman or takes charge of a branch store.

(f) "Skin classer" shall mean a worker who classes for auction sales and takes over country consignments.

15.—Hours.

Forty (40) hours shall constitute a week's work to be worked between the hours of 8 a.m. and 5 p.m. on Monday to Friday inclusive: Provided that the working days and starting and finishing times of workers employed at the abattoirs at Midland Junction or Fremantle, or at any other skin drying sheds, shall be mutually arranged in writing between the employer and the Union: Provided that the hours worked in each shift shall be continuous. Forty (40) hours shall also constitute a week's work at the said abattoirs, or at other skin drying sheds: Provided that the said hours shall be worked in five (5) days.

16.—Overtime.

(a) All time worked prior to the usual starting time or after the usual finishing time shall be paid for at overtime rates.

(b) (i) For work performed up to 9 p.m., Monday to Friday inclusive, time and a half.

(ii) For work performed after 9 p.m. until 8 a.m. the next day, Monday to Friday inclusive, double time.

(iii) For work performed between 8 a.m. and 12 noon on Saturday, time and a half.

(iv) For work performed on Saturday, after 12 noon, or during a meal hour, or on Sunday or on any of the holidays prescribed by this Award, double time.

(c) Notwithstanding anything contained in this Award—

- (i) an employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement;

- (ii) no organisation, party to this Award, or worker or workers covered by this Award, shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this subclause;
- (iii) this subclause shall remain in operation only until otherwise determined by the Court.

17.—Meal Hours and Meal Money.

(a) One (1) hour shall be allowed for each meal: Provided that where the distance or any other unavoidable circumstance does not permit a worker obtaining a meal in that time he shall on notifying the employer prior to taking of the meal period be allowed up to one and one-half (1½) hours for any meal taken after 5 p.m., otherwise meal hours shall be as under:—

12 noon to 1 p.m., 5 p.m. to 6 p.m., 12 mid-night to 1 a.m., 7 a.m. to 8 a.m.

(b) If any worker is required to work after 6 p.m. Monday to Sunday inclusive, he shall be paid three shillings (3s.) meal money. A worker shall also be entitled to meal money if he is required to work after 12 o'clock midnight, or if he is required to work after midday on Saturday or Sunday for a period of not less than one hour.

(c) Should a worker who has worked during the night up to breakfast time in the morning he required to continue work after 8 a.m., he shall be paid two shillings and sixpence (2s. 6d.) meal money: Provided that such payment shall not be made in the case of a worker who starts work at 7 a.m.

(d) Meal money shall be paid to the worker not later than 5 p.m. on the day that he is required to return to work overtime.

18.—Wages.

The minimum rates of wages payable to workers covered by this Award shall be as follows:—

(1) Adults:

	Per week.
	£ s. d.
(a) Basic Wage—	
Within a 15-mile radius from the G.P.O., Perth	12 6 6
Within the South-West Land Division, but excluding the area contained within a radius of 15 miles from the G.P.O., Perth	12 6 0
(b) Casual hands (other than head classer and/or head storeman, assistant head classer, skin classer, hide classer, weekly hand handling hides, and assistant storeman) per hour, within a 15-mile radius from the G.P.O., Perth, 7s. 10-9/20d.; within the South-West Land Division, but excluding the area contained within a radius of 15 miles from the G.P.O., Perth, 7s. 10-19/40d.	
(c) Casual hands engaged as head classer and/or head storeman, assistant head classer, skin classer, hide classer, weekly hand handling hides, and assistant storeman shall be paid the rates prescribed hereunder for such workers, plus an additional 1s. per hour.	
	Margin per week.
	£ s. d.
(d) (i) Head classer and/or head storeman	3 10 0
(ii) Assistant head classer	2 18 0
(iii) Skin classer	2 13 0
(iv) Hide classer	2 18 0
(v) Weekly hand handling hides	2 8 0
(vi) Assistant storeman	2 13 0
(vii) Weekly hand	1 15 0
(e) Workers handling green skins and/or hides at abattoirs or green lamb skins from freezing works shall be paid one shilling (1s.) per day extra.	

(2) Junior Weekly Hands.—The rates of wages for junior weekly hands and junior casual hands employed in the hide and skin store section shall be the same as those prescribed in subclauses (2) (a) and (b) of clause 10 for junior workers in the wool store section.

(3) Junior workers handling green skins shall be paid one shilling (1s.) per day extra.

19.—Duties of Junior Weekly Hands.

If any junior weekly hand is called upon to do any work other than the following, namely, marking, branding, working lift or hoist, cleaning up, sweeping, sewing up, handling skins, elementary classing or sorting, or any light work, he shall be paid the minimum adult rate.

The minimum adult rate shall be paid to any junior worker who is required to handle hides or wet painted skins.

20.—Proportion of Junior Workers.

The number of junior workers shall not exceed the proportion of one (1) junior to every four (4) adult workers covered by this section of the Award.

21.—Changing Time.

The employer shall provide a suitable place and shall allow time for changing of clothes.

22.—Engagement.

All labour shall be employed as required by the employer.

23.—Smoke-ohs.

If any worker is required to work beyond 9 p.m. and/or 3 a.m., he shall be allowed an interval of 15 minutes for smoke-ohs.

24.—Leggings and Aprons.

The employer shall provide leggings and/or aprons, if required.

General Clauses (Applicable to Sections (A) and (B)).

25.—Holidays and Annual Leave.

(a) The following days, or the days observed in lieu, shall be allowed as holidays without deduction of pay, namely, New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, State Foundation Day, Christmas Day and Boxing Day.

(b) On any public holiday not prescribed as a holiday under this Award the employer's establishment or place of business may be closed, in which case a worker need not present himself for duty and payment may be deducted but if work be done ordinary rates of pay shall apply.

(c) Except as hereinafter provided a period of two consecutive weeks' leave with payment of ordinary wages as prescribed shall be allowed annually to a worker by his employer after a period of 12 months' continuous service with such employer.

(d) If any prescribed holiday falls within a worker's period of annual leave and is observed on a day which in the case of that worker would have been an ordinary working day there shall be added to that period one day being an ordinary working day for each such holiday observed as aforesaid.

(e) If after one month's continuous service in any qualifying twelve-monthly period a worker lawfully leaves his employment or his employment is terminated by the employer through no fault of the worker, the worker shall be paid one-sixth (1/6th) of a week's pay at his ordinary rate of wage in respect of each completed month of continuous service.

(f) Any time in respect of which a worker is absent from work except time for which he is entitled to claim sick pay or time spent on holidays or annual leave as prescribed by this Award shall not count for the purpose of determining his right to annual leave.

(g) In the event of a worker being employed by an employer for portion only of a year, he shall only be entitled, subject to subclause (e) of this clause to such leave on full pay as is proportionate

to his length of service during that period with such employer and if such leave is not equal to the leave given to the other workers he shall not be entitled to work or pay whilst the other workers of such employer are on leave on full pay.

(h) A worker who is dismissed for misconduct or who illegally severs his contract of service shall not be entitled to the benefit of the provisions of this clause.

(i) The provisions of this clause shall not apply to casual workers.

26.—Higher Duties.

A worker who is required to do work for which a higher rate is prescribed in this Award than that which he usually performs, shall be entitled to payment at the higher rate whilst so employed.

27.—Time and Wages Record.

The employer shall keep and enter up, or cause to be kept and entered up, a book containing—

- (a) the name of each worker to whom this Award applies;
- (b) the class of work performed by him;
- (c) the hours worked each day by him;
- (d) the wages (and overtime, if any) paid to him;
- (e) the ages of junior workers.

Such book shall be open to inspection by a representative of the Union between the working hours of 10 a.m. and 4 p.m.

28.—Under-rate Workers.

(a) Any worker who by reason of old age or infirmity is unable to earn the minimum wage, may be paid such lesser wage as may from time to time be agreed upon in writing between the Union and the employer.

(b) In the event of no agreement being arrived at, the matter may be referred to the Board of Reference for determination.

(c) After application has been made to the Board, and pending the Board's decision, the worker shall be entitled to work for and be employed at the proposed lesser rate.

29.—Pay Day.

Wages shall be paid on any one of the first five (5) days of the week: Provided that, when overtime is worked on pay day, workers shall be paid in time to enable them to leave their work by 5 p.m.

30.—Board of Reference.

The Court may appoint, for the purpose of this Award, a Board of Reference.

The Board shall consist of a chairman and two representatives, one to be nominated by each of the parties. There shall be assigned to the Board, in the event of no agreement being arrived at between the parties to this Award, the functions of—

- (a) adjusting any matters of difference which may arise between the parties from time to time except such as involve interpretations of the provisions of this Award or any of them;
- (b) deciding any other matter that the Court may refer to the Board from time to time.

An appeal shall lie from any decision of such Board in the manner and subject to the conditions prescribed in the regulations to the Industrial Arbitration Act, 1912-1952, which for the purpose are embodied in this Award.

31.—Gong.

The employer shall provide a gong and all work shall start and finish with the gong.

32.—Travelling Time.

When a worker is required during his ordinary working hours to work outside his usual place of employment, or is transferred from one job to another, the employer shall provide the necessary means of transport or pay the worker any reasonable expenses incurred.

33.—Basic Wage Variations.

The hourly rates as set out in clauses 10 (1) (b) and (c) and 18 (1) (b) are subject to adjustment in accordance with any variations in the basic wage which may be ordered by the Court from time to time.

I certify, pursuant to section 65 of the Industrial Arbitration Act, 1912-1952, that the foregoing is a copy of the agreement arrived at between the parties mentioned above.

Dated at Perth this 23rd day of December, 1953.

(Sgd.) S. F. SCHNAARS,
Conciliation Commissioner.

Filed at my office this 23rd day of December, 1953.

(Sgd.) R. BOWYER,
Clerk of the Court.

IN THE MATTER OF THE COMPANIES ACT, 1943-1951, and in the matter of Nottingham (Workers Compensation Insurances) Pty. Limited.

NOTTINGHAM (WORKERS COMPENSATION INSURANCES) PTY. LIMITED hereby give notice that the Registered Office of the Company is situate at care of R. Goyne Miller & Co., 68 St. George's Terrace, Perth, Western Australia, and that the days and hours during which such office is accessible to the public are as follow:—Monday to Friday (both days inclusive), from 9 a.m. to 5 p.m.

Dated this 18th day of December, 1953.

R. GOYNE MILLER,
Agent in Western Australia.

Western Australia.

COMPANIES ACT, 1943-1953.

Section 99 (4).

Custom Credit Corporation Limited.

To the Registrar of Companies, Perth:

NOTICE is hereby given that the Registered Office of Custom Credit Corporation Limited has been changed from care of Rankin Morrison & Co., Ninth Floor, C.M.L. Building, 55 St. George's Terrace, Perth, and is now situated at 1091 Hay Street, Perth, in the State of Western Australia, and that the days and hours during which such office is accessible to the public are:—Mondays to Fridays, inclusive, except bank holidays, from 9 a.m. to 5 p.m.

Dated this 1st day of February, 1954.

JNO. W. MORRISON,
Agent.

COMPANIES ACT, 1943-1952.

Notice Concerning Lost Share Certificate.

Pursuant to Section 414 (1).

Airlines (W.A.) Limited.

NOTICE is hereby given that share certificate No. 208 for 50 fully paid ordinary shares Nos. 5229/5278 inclusive in the abovenamed Company entered in the name of the late John Millhinch Bickett has been lost and it is the intention of the directors of the abovenamed Company to issue a duplicate certificate in lieu thereof after the expiration of 28 days from the publication hereof.

Dated the 3rd day of February, 1954.

E. H. WHEATLEY,
Secretary.

COMPANIES ACT, 1943-1953.

(Section 242.)

Durham House Proprietary Limited.
(In Liquidation.)

NOTICE is hereby given that a general meeting of members of the abovenamed Company will be held at the registered office of the Company, 755

Hay Street, Perth, on Saturday the 6th day of March, 1954, at 9.30 o'clock in the forenoon for the purpose of having an account laid before them showing the manner in which the winding-up has been conducted and the property of the Company disposed of, and of hearing any explanation that may be given by the Liquidators.

Dated the 29th day of January, 1954.

J. E. CUMMINGS,
J. P. MILNER,
Liquidators.

H. T. Stables, of McNeil Chambers, 9 Barrack Street, Perth, Solicitor for the abovenamed Liquidators.

COMPANIES ACT, 1943-1951.

Notice of Situation of Registered Office and of the Days and Hours During which such Office is Accessible to the Public.

Pursuant to Section 99 (4).
Barrington & Son Pty. Ltd.

To the Registrar of Companies.

NOTICE is hereby given that the Registered Office of Barrington & Son Pty. Ltd. is situated at 106-108 Guildford Road, Bayswater, and that the days and hours during which such office is accessible to the public are as follows:—10 a.m. to 12 midday, and 1 p.m. to 4 p.m., Saturdays, Sundays and public holidays excepted.

J. BARRINGTON,
Director.

COMPANIES ACT, 1943-1951.

Notice of Change in Situation of Registered Office.

Pursuant to Section 99 (4).
(Commercial Minerals Pty. Limited.)

NOTICE is hereby given that the Registered Office of Commercial Minerals Pty. Ltd. was, on the 28th day of January, 1954, changed to and is now situated at c/o S. J. McGibbon & Company, 205 St. George's Terrace, Perth.

Dated this 28th day of January, 1954.

C. G. CADELL,
Secretary.

COMPANIES ACT, 1943-1953.

Notice of Intention to Cease Business in Western Australia.

Pursuant to Section 337.

British Insulated Callender's Cables Limited.

NOTICE is hereby given that British Insulated Callender's Cables Limited, a Company registered under Part XI of the Companies Act, 1943-1953, and having its Registered Office at 894 Hay Street, Perth, Western Australia, intends voluntarily to cease to carry on business in the said State on and after the 20th day of May, 1954.

Dated this 25th day of January, 1954.

M. M. NATHAN,
Agent in Western Australia.

Stone James & Co., 47 St. George's Terrace, Perth.

COMPANIES ACT, 1943-1947.

Notice concerning Lost Share Certificates.

Pursuant to Section 414 (1).
North Kalgurli (1912) Limited.

NOTICE is hereby given that the share certificates, particulars of which are set out hereunder, for one hundred and ninety-four (194) shares in the abovenamed Company entered in the name of Phillippa Grace Dicker, of 49 Milner Street, Pros-

pect, South Australia, have been lost or destroyed and it is the intention of the directors of the abovenamed Company to issue duplicate certificates in lieu thereof after the expiration of 28 days from the publication hereof.

Particulars of Lost Certificates:—Share certificate No. 20285 for 100 shares and Share Certificate No. 20286 for 94 shares.

Dated at Fimiston, W.A., this 2nd day of February, 1954.

A. A. McLEOD,
Attorney for the abovenamed Company.

Western Australia.

COMPANIES ACT, 1943-1951.

Section 99 (4).

Frozen Foods Pty. Limited.

To the Registrar of Companies, Perth,
NOTICE is hereby given that the Registered Office of Frozen Foods Pty. Limited, is situated at 236 St. George's Terrace, Perth, in the State of Western Australia, and that the days and hours during which such office is accessible to the public are: Mondays to Fridays, except public holidays, 9 a.m. to 5 p.m.

Dated this 29th day of January, 1954.

D. W. FINKELSTEIN,
Solicitor for the Company.

ASSOCIATIONS INCORPORATIONS ACT,
1895-1953.

Section 3 (2).

Willagee Park Progress Association.

NOTICE is hereby given that David Henry Burton, of 9 Duro Road, South Fremantle, Butcher; James Keyworth, of 472 Danzil Street, Willagee Park, Display Manager, and William Robert Fisher, of 468 Danzil Street, Willagee Park, being trustees of the abovenamed Association, intend to apply to the Registrar of Companies on or after the 15th day of March, 1954, for incorporation of Willagee Park Progress Association.

A memorial giving short particulars of the Association and a copy of its constitution have been lodged at the Companies Office, Supreme Court, Perth. Such documents may be inspected there by any person, free of charge, prior to the incorporation of the Association.

D. H. BURTON.
J. KEYWORTH.
W. R. FISHER.

AS from 13th January, 1954, the Partnership hitherto existing between Richard Frederick Gordon East and Neville William Saville East of Manjimup is dissolved by mutual consent.

R. F. G. EAST.
N. W. S. EAST.

PARTNERSHIP ACT, 1895.

NOTICE is hereby given that the Partnership hitherto subsisting between Crombie Smith, Frederick Charles Dundas and Andrew Miller Bowe who carried on business at 387 Fitzgerald Street, North Perth, as Wholesale and Retail Butchers under the name of Metropolitan Meat Traders has been dissolved by mutual consent as from the 28th day of November, 1953.

The said business will, from the said 28th day of November, 1953, be carried on by the said Crombie Smith and Frederick Charles Dundas, who

will receive all moneys payable to the Partnership and discharge all liabilities due by it.

Dated this 21st day of January, 1954.

C. SMITH.

Signed by the said Crombie Smith in the presence of—

J. Lemonis,
Solicitor, Perth.

F. C. DUNDAS.

Signed by the said Frederick Charles Dundas in the presence of—

J. Lemonis.

A. M. BOWE.

Signed by the said Andrew Miller Bowe in the presence of—

J. Lemonis.

John Lemonis, 63 St. George's Terrace, Perth, Solicitor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the Will of Margaret Carroll, formerly of Albany Highway, Cannington, in the State of Western Australia, but late of No. 8 Warrigal Road, Mentone, in the State of Victoria, Widow, deceased.

ALL claims or demands against the estate of the abovenamed deceased must be sent in writing to the Executor care of the undersigned, on or before the 6th day of March, 1954, after which date the said Executor will proceed to distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to the claims and demands of which he shall then have had notice.

Dated the 2nd day of February, 1954.

ACKLAND & WATKINS,
89 St. George's Terrace, Perth,
Solicitors for the Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Frederick William Isbister, late of 3 Birdwood Parade, Nedlands, in the State of Western Australia, Retired Farmer, deceased.

ALL claims or demands against the estate of the abovenamed deceased must be sent in writing to the Executor, c/o. Messrs. Darbyshire, Gillett & Huelin, of Commercial Bank Chambers, 42 St. George's Terrace, Perth, in the State of Western Australia, Solicitors, on or before the 6th day of March, 1954, after which date the said Executor will proceed to distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to the claims and demands of which it shall then have had notice.

Dated the 27th day of January, 1954.

DARBYSHIRE, GILLETT & HUELIN,
of 42 St. George's Terrace, Perth,
Solicitors for the said Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION

Notice to Creditors and Claimants.

NOTICE is hereby given that all persons having claims or demands against the estates of the under-mentioned deceased persons are hereby required to send particulars of such claims or demands to me in writing on or before the 8th day of March, 1954, after which date I will proceed to distribute the assets of the said deceased persons among those entitled thereto, having regard only to those claims or demands of which I shall then have had notice.

Dated at Perth the 3rd day of February, 1954.

J. H. GLYNN,
Public Trustee.

Public Trust Office,
Perth, W.A.

Name, Occupation, Address, Date of Death.

- Beazeley, Frederic George (also known as Frederick George Beazeley); Retired Carpenter; late of 52 Claisebrook Road, East Perth; 24/12/53.
- Tidey, Susan; Widow; late of 148 Ninth Avenue, Maylands; 20/12/53.
- Gabrielson, George Carol; Barman; late of 19 Tuckfield Street, Fremantle; 17/6/53.
- Sproxtton, Christina; Widow; late of 15 Coombe Street, Bayswater; 6/12/53.
- Lawrence, Elsa Kristine, and in the Will Elsie Kristine Lawrence); Widow; late of 148 Walcott Street, Mt. Lawley; 18/6/53.
- Hill, Arthur Henry; Retired Packer; late of 119 Eighth Avenue, Maylands; 14/12/53.
- Lawrence, Albert Edward William; Retired Boat-builder; late of 68 St. Leonard's Avenue, West Leederville; 18/11/53.
- Grey, Ernest Richmond; Retired Dryblower; late of Camp 1 Mile South of Day Dawn; 2/9/53.
- Ranger, Herbert (also known as William Donald Ranger); Labourer; late of Burracoppin; 4/10/53.
- Scott, Arthur Edward; Retired Accountant; late of Young Street, Harvey; 28/7/53.
- Tvrdeich, Anton; Timber Worker; late of McVee Road, Collie; 26/8/52.
- Harris, Alan; Farmer; late of 55 Walter Road, Inglewood and Gnowangerup; 8/12/53.

PUBLIC TRUSTEE ACT, 1941-1950.

NOTICE is hereby given that, pursuant to section 14 of the Public Trustee Act, 1941-1950, the Public Trustee has elected to administer the estates of the undermentioned deceased persons.

Dated at Perth the 3rd day of February, 1954.

J. H. GLYNN,
Public Trustee,
Perth.

Name of Deceased, Occupation, Address, Date of Death, Date Election Filed.

- O'Brien, Harriet; Widow; late of 56 Collins Street, South Perth; 2/11/53; 27/1/54.
- Antonelos, Alexander (also known as Alexander Antonellos and Alexis Antonelos); Seaman; late of Lexourion Cephallonia in Greece; 4/1/42; 27/1/54.

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