



Government Gazette

OF

WESTERN AUSTRALIA.

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No. 10]

PERTH : FRIDAY, 4th FEBRUARY,

[1955.]

Firearms and Guns Act, 1931-1953.

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, Knight Commander of the Royal Vic-
Governor, } torian Order, Companion of the Most Honour-
[L.S.] } able 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.

WHEREAS by section 4 of the Firearms and Guns Act, 1931-1953, it is provided, *inter alia*, that the provisions of the Act shall apply to all municipalities but subject as therein mentioned it is further provided that the provisions of section 5 relating to licenses shall not apply so far as regards firearms other than pistols in any other portion or portions of the State unless the Governor by proclamation from time to time declares it to apply to any other portion or portions of the State; and whereas by proclamation published in the *Government Gazette* on 20th November, 1953, the Governor declared that section 5 of the Act shall apply in respect of firearms other than pistols in portions of the State more particularly defined in that proclamation: Now, therefore I, the Governor, with the advice and consent of the Executive Council, do hereby declare that section 5 of the Act applies in respect of firearms other than pistols in that portion of the State which is contained within the gazetted boundaries of the townsite of Denham and situated in the North-West Division of the State.

Given under my hand and the Public Seal of the State, at Perth, this 26th day of January, 1955.

By His Excellency's Command,

H. H. STYANTS,
Minister for Police.

GOD SAVE THE QUEEN ! ! !

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, Knight Commander of the Royal Vic-
Governor, } torian Order, Companion of the Most Honour-
[L.S.] } able 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.

WHEREAS it is enacted by section 11 of the Native Administration Act, 1905-1947 (Reprinted), that the Governor may, by proclamation, declare any Crown lands to be Reserves for Natives under the Native Administration Act, 1905-1936, and abolish any reserve so declared; and whereas by proclamation issued and published in the *Government Gazette* on the 20th day of August, 1948, the Lieutenant-Governor declared an area at Moora more particularly described as reserve 22806 and defined in the schedule to that proclamation, to be a reserve for Natives; and whereas it is now deemed desirable and expedient to abolish the said reserve: Now, therefore I, the said Governor, acting with the advice and consent of the Executive Council, and in exercise of the power in that behalf conferred by section 11 of the Native Administration Act, 1905-1947 (Reprinted), do hereby abolish the reserve for natives as declared and described and defined in the hereinbefore mentioned proclamation published in the *Government Gazette* on the 20th day of August, 1948, as aforesaid.

Given under my hand and the Public Seal of the said State, at Perth, this 26th day of January, 1955.

By His Excellency's Command,

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

GOD SAVE THE QUEEN ! ! !

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, Knight Commander of the Royal Vic-
Governor. } torian Order, Companion of the Most Honour-
[L.S.] } able 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.

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 a Reserve for Natives; and whereas it is deemed desirable that a reserve for natives be declared in the Mukinbudin District: Now, therefore I, the said Governor, with the advice of the Executive Council, do hereby declare the area more particularly described in the Schedule hereto to be a Reserve for Natives.

Schedule.

Mukinbudin District—Reserve 24101 (Natives).
All that portion of land being Avon Location 27619 and comprising five acres.

Given under my hand and the Public Seal of the said State, at Perth, this 26th day of January, 1955.

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, Knight Commander of the Royal Vic-
Governor. } torian Order, Companion of the Most Honour-
[L.S.] } able 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.

F.D. 53/45, Ex. Co. No. 160.

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 for a period of five years from the date of publication of this proclamation in the *Government Gazette*.

Schedule.

All that portion of the Gascoyne River (near Carnarvon) lying South of a line drawn due East from the North-East extremity of Babbage Island and all that portion of Western Australian waters within a radius of one-half of a mile of the South entrance to the Gascoyne River.

The waters of all creeks within a distance of five miles due North of the Carnarvon jetty and the waters of all creeks South of the Carnarvon jetty to the Southerly bank of Oyster Creek and all those portions of Western Australian waters within a radius of one-quarter mile of the entrances of the aforesaid creeks.

Given under my hand and the Public Seal of the said State, at Perth, this 26th day of January, 1955.

By His Excellency's Command,

L. F. KELLY,
Minister for Fisheries.

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, Knight Commander of the Royal Vic-
Governor. } torian Order, Companion of the Most Honour-
[L.S.] } able 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.

F.D. 46/35, Ex. Co. No. 168.

IN pursuance of the provisions of section 11 of the Fisheries Act, 1905-1951, I, the Governor of the State of Western Australia, do hereby vary the proclamation dated 24th November, 1954 (published in the *Government Gazette*, 3rd December, 1954), prohibiting 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 thereto, from 1st January, 1955, until 31st December, 1960, inclusive, by providing that during the currency of the said proclamation it shall be lawful to use a prawn net not exceeding 12 feet in length and having meshes of not more than one inch throughout for the capture of prawns only in the waters of that part of the Channel Entrance to Peel's Inlet described in the Schedule hereto, provided that no such net is set closer than 12 feet to any other such net set therein, or closer than 25 feet to any part of the platform abutting on the Mandurah Bridge, and provided further that no such net is set in the fairway of such Channel Entrance.

Schedule.

All that portion of Peel Inlet bounded by lines starting from the Eastern corner of location 972, Murray, and extending Westerly to the South-Eastern boundary of location 5; thence generally North-Easterly, and Northerly, along boundaries of the said location 5, and location 58, to the North-Eastern corner of the latter location; thence East-North-Easterly, along the Southern side of the Mandurah Bridge to the common boundary of the Murray and Cockburn Sound Land Districts; thence generally Southerly, along the said boundary, to the South-Western corner of an island situate South of Channel Island and near Creery Island; thence Westerly to a point of land situate about 14 chains North-Easterly from the Eastern corner of location 972 aforesaid; and thence generally South-Westerly, along the shores of the Peel Inlet to the starting point.

Given under my hand and the Public Seal of the said State, at Perth, this 26th day of January, 1955.

By His Excellency's Command,

L. F. KELLY,
Minister for Fisheries.

GOD SAVE THE QUEEN ! ! !

AT a meeting of the Executive Council, held in the Executive Council Chamber, Perth, on the 26th day of January, 1955, the following Orders in Council were authorised to be issued:—

Land Act, 1933-1954.

ORDER IN COUNCIL.

Corr. No. 12012/01.

WHEREAS by section 33 of the Land Act, 1933-1954, it is made lawful for the Governor to direct that any reserve shall vest in and be held by any municipality, road board, or other person or persons to be named in the order in trust for the like or other public purposes to be specified in such order; and whereas it is deemed expedient that reserve No. 8049 (Ravensthorpe Lot 243) should vest in and be held by the Phillips River Road Board in trust for the purpose of Road Board Requirements: Now, therefore, His Excellency the Governor, by and with the advice and consent of the Executive Council, doth hereby direct that the beforementioned reserve shall vest in and be held by the Phillips River Road Board in trust for the purpose aforesaid, subject nevertheless to the powers reserved to him by section 37 of the said Act.

E. P. FOREMAN,
Acting Clerk of the Council.

Land Act, 1933-1954.

ORDER IN COUNCIL.

Corres. No. 3302/95.

WHEREAS by section 33 of the Land Act, 1933-1954, it is, *inter alia*, made lawful for the Governor to direct that any land reserved pursuant to the provisions of the Act shall be leased for the purpose for which the land is reserved as aforesaid, by Instrument of Lease in accordance with the form in the Fourth Schedule of the Act, to any person (as defined in the said section); and whereas it is deemed expedient that reserve No. 3072 (Mount Magnet Lots 67 and 68) shall be leased for a term of 999 years to John Bearne Hawkins, Albert Ferguson James, Edward Storry Walton, Samuel Arnold Shellabear and Ronald Escort Turner, as Trustees under the provisions of the Methodist Church Model Deed of Western Australia, 1912, to be held in trust for the purpose of a Church Site (Methodist): Now, therefore, His Excellency the Governor, by and with the advice and consent of the Executive Council, doth hereby direct that the abovementioned reserves shall be leased for a term of 999 years to the aforesaid Trustees under the provisions of the Methodist Church Model Deed of Western Australia, 1912, to be held in trust for the purpose of a "Church Site (Methodist)."

E. P. FOREMAN,
Acting Clerk of the Council.

Forests Act, 1918.

ORDER IN COUNCIL.

F.D. 957/48.

WHEREAS by the Forests Act, 1918, it is provided that a dedication under the said Act of Crown land as a State Forest may be revoked in whole or in part in the following manner:—

(a) The Governor shall cause to be laid on the Table of each House of Parliament a proposal for such revocation.

(b) After such proposal has been laid before Parliament, the Governor, on a resolution being passed by both Houses that such proposal be carried out, shall, by Order in Council, revoke such dedication.

And whereas His Excellency the Governor did cause to be laid on the Table of each House of Parliament his proposals dated the 2nd day of December, 1948, for the revocation in part of the dedication of Crown lands as State Forest; and whereas after such proposals had been laid before Parliament a resolution was passed by both Houses that such proposals should be carried out: Now, therefore, His Excellency the Governor, with the advice and consent of the Executive Council, doth hereby revoke in part the dedication of Crown lands as State Forest No. 38 by excising that portion of such State Forest as is described in the Schedule hereto.

Schedule.

State Forest No. 38—Nelson Location 12005.
(Plan 443A/40, A2.)

(Sgd.) E. P. FOREMAN,
Acting Clerk of the Council.

Forests Act, 1918.

ORDER IN COUNCIL.

F.D. 814/49.

WHEREAS by the Forests Act, 1918, it is provided that a dedication under the said Act of Crown land as a State Forest may be revoked in whole or in part in the following manner:—

(a) The Governor shall cause to be laid on the Table of each House of Parliament a proposal for such revocation.

(b) After such proposal has been laid before Parliament, the Governor, on a resolution being passed by both Houses that such proposal be carried out, shall, by Order in Council, revoke such dedication.

And whereas His Excellency the Governor did cause to be laid on the Table of each House of Parliament his proposals dated the 24th day of September, 1949, for the revocation in part of the dedication of Crown lands as State Forest; and whereas after such proposals had been laid before Parliament a resolution was passed by both Houses that such proposals should be carried out: Now, therefore, His Excellency the Governor, with the advice and consent of the Executive Council, doth hereby revoke in part the dedication of Crown lands as State Forest No. 50 by excising that portion of such State Forest as is described in the Schedule hereto.

Schedule.

State Forest No. 50—Swan Location 5262. (Plan 1C/40, E3.)

(Sgd.) E. P. FOREMAN,
Acting Clerk of the Council.

Metropolitan Water Supply, Sewerage and
Drainage Act, 1909.

ORDER IN COUNCIL.

M.W.S. 2312/54.

WHEREAS by the Metropolitan Water Supply, Sewerage and Drainage Act, 1909, it is provided that, subject to the provisions of the Act, the Minister for Water Supply, Sewerage and Drainage shall, with the approval of the Governor, have power to construct and extend Water Works, Sewerage Works and Stormwater Drainage Works; and whereas the preliminary requirements of the said Act have been complied with, and plans, sections and estimates in respect of the works hereinafter mentioned have been submitted to and approved by the Governor in Council: Now, therefore, His Excellency the Governor, with the advice and consent of the Executive Council, does hereby empower the Minister for Water Supply, Sewerage and Drainage to undertake the construction of the following works under the said Act, namely:—

Metropolitan Water Supply Improvements.
Serpentine-Jarrahdale Road District.

The construction of a reinforced concrete and earth pipe head dam, as shown in red on Plan M.W.S.S. & D.D., W.A., No. 7909.

This Order in Council shall take effect from the 4th day of February, 1955.

E. P. FOREMAN,
Acting Clerk of the Executive Council.

Metropolitan Water Supply, Sewerage and
Drainage Act, 1909.

ORDER IN COUNCIL.

M.W.S. 1564/54.

WHEREAS by the Metropolitan Water Supply, Sewerage and Drainage Act, 1909, it is provided that, subject to the provisions of the Act, the Minister for Water Supply, Sewerage and Drainage shall, with the approval of the Governor, have power to construct and extend Water Works, Sewerage Works and Stormwater Drainage Works; and whereas the preliminary requirements of the said Act have been complied with, and plans, sections and estimates in respect of the works hereinafter mentioned have been submitted to and approved by the Governor in Council: Now, therefore, His Excellency the Governor, with the advice and consent of the Executive Council, does hereby empower the Minister for Water Supply, Sewerage and Drainage to undertake the construction of the following works under the said Act, namely:—

Metropolitan Sewerage.

Sewage Treatment Works at Location 3150 (714)
Subiaco.

One reinforced concrete sludge digestion tank, and all other apparatus connected therewith, as shown on Plan M.W.S.S. & D.D., No. 7917.

This Order in Council shall take effect from the 4th day of February, 1955.

E. P. FOREMAN,
Acting Clerk of the Executive Council.

Metropolitan Water Supply, Sewerage and
Drainage Act, 1909.

ORDER IN COUNCIL.

M.W.S. 829/34.

WHEREAS by section 7 of the Metropolitan Water Supply, Sewerage and Drainage Act, 1909, it is enacted that the Governor may by Order in Council from time to time alter or extend the boundaries of the Metropolitan Water, Sewerage and Drainage Area or of any district; and whereas it is desirable to extend the boundaries of the said area and of the Metropolitan Water and Sewerage District as hereinafter described: Now, therefore, His Excellency the Governor, by and with the advice and consent of the Executive Council, and in exercise of the powers conferred by the said Act, doth hereby order and declare as follows:—

That the boundaries of the Metropolitan Water, Sewerage and Drainage Area, and of the Metropolitan Water and Sewerage District, are hereby extended by including therein the land described in the Schedule hereto:—

Schedule.

All that portion of land bounded by lines starting at the intersection of the prolongation Northerly of the Western side of a two-chain strip of land passing along the Western side of road No. 3691 and a Southern boundary of the existing water area and extending Easterly and generally Southerly along that boundary to the right bank of the Serpentine River; thence generally North-Westerly downwards along that bank to the Eastern side of road No. 1246; thence generally Northerly along that side and onwards to the Northern side of a two-chain strip of land passing along the Northern side of road No. 1929; thence Easterly along that side to the South-Western side of a strip of land two chains wide passing along the South-Western side of road No. 584; thence generally North-Westerly along that side to a point in prolongation Southerly of the Western side of a two-chain strip of land passing along the Western boundary of Peel Estate Lot 275; thence Northerly to and along the Western side of that strip of land passing along the Western boundaries of lots 275, 263, 1128, 262, 251 to 247 inclusive, 230, 229, 228, 214, 213, 197 and 196 to the South-Western boundary of lot 106; thence North-Westerly along that boundary to the Western side of a two-chain strip of land passing along the Western side of road No. 3691 aforesaid, and thence Northerly along that side and onwards to the starting point. Also all that portion of Cockburn Sound Location 135 (Class A Reserve 3355) South of the left bank of the Serpentine River, as shown in brown on Plan M.W.S.S. & D.D., W.A., No. 7922.

This Order in Council shall take effect from the 4th day of February, 1955.

E. P. FOREMAN,
Acting Clerk of the Executive Council.

Water Boards Act, 1904-1953.

Port Hedland Water Area.

ORDER IN COUNCIL.

WHEREAS by the Water Boards Act, 1904-1953, the Governor is empowered, by Order in Council, to alter or extend the boundaries of a Water Area: Now, therefore, His Excellency the Governor, by

and with the advice and consent of the Executive Council, doth hereby extend the boundaries of the Port Hedland Water Area to include the additional area as defined in the Schedule hereto.

This Order in Council shall take effect on the 26th day of January, 1955.

Schedule.

All that portion of land bounded by lines starting at the intersection of a South-Eastern boundary of Port Hedland Town Lot 235 (reserve 21804) and a South-Eastern boundary of the existing water area and extending North-Easterly, Easterly, Northerly, again Easterly and again Northerly along boundaries of that water area to the North-Eastern corner of Town Lot 263; thence Easterly along the existing water area boundary for a distance of about 17 chains 15 links to the North-Western boundary of the Railway Workshops Reserve; thence South-Westerly along that boundary and onwards to the Eastern corner of Town Lot 238, and thence South-Westerly, North-Westerly and generally South-Westerly along boundaries of Town Lots 238, 237, 236, 169 and onwards to and along the South-Eastern boundary of the Railway Reserve and Town Lot 235 aforesaid to the starting point, as shown bordered red on Plan P.W.D., W.A., 34440.

E. P. FOREMAN,
Acting Clerk of the Council.

Road Districts Act, 1919-1951.

Collie Coalfields Road District.

ORDER IN COUNCIL.

L.G. 869/52.

HIS Excellency the Governor, acting by and with the advice and consent of the Executive Council, and in exercise of the power conferred by section 208 of the Road Districts Act, doth hereby extend the provisions set out in the Second Schedule to the said Act to the Collie Coalfields Road District.

(Sgd.) E. P. FOREMAN,
Acting Clerk of the Council.

Road Districts Act, 1919-1951.

Cockburn Road District.

ORDER IN COUNCIL.

L.G. 204/53.

HIS Excellency the Governor, acting by and with the advice of the Executive Council, hereby makes the following order under the authority of the Road Districts Act, 1919-1951, namely—

(1) In pursuance of section 20 of the said Act, that the number of members of the Cockburn Road Board be increased from nine to 11 and that the additional members be allocated one each to the North and South wards of the Cockburn Road District.

(2) In pursuance of section 14 of the said Act, that an election shall be held on the 16th day of April, 1955, for the purpose of electing the additional members, and that no new election in respect of the offices of the existing members shall be held by the reason of such increase of members.

(Sgd.) E. P. FOREMAN,
Acting Clerk of the Council.

Premier's Department,
Perth, 26th January, 1955.

IT is hereby notified for public information that His Excellency the Governor in Executive Council has been pleased to appoint, under section 7 of the Public Service Act, 1904-1954, Herbert Edward Bersey Smith to be Public Service Commissioner from 1st March, 1955, to 31st December, 1955, both dates inclusive.

R. H. DOIG,
Under Secretary,
Premier's Department.

JUSTICES OF THE PEACE.

Premier's Department,
Perth, 2nd February, 1955.

IT is hereby notified for public information that His Excellency the Governor in Executive Council has been pleased to approve of the appointment of Henry Caine Geddes, Esquire, of Wyndham, as a Justice of the Peace for the East Kimberley Magisterial District.

EX OFFICIO JUSTICE OF THE PEACE.

IT is hereby notified for public information that John Cuthbert Greene, Esquire, of Talga Talga Station, Marble Bar, Chairman of the Marble Bar Road Board, has been appointed under section 9 of the Justices Act, 1902-1948, as a Justice of the Peace for the Port Hedland and West Kimberley Magisterial Districts during his term of office as Chairman of the Board. Mr. Greene is already a Justice of the Peace for the Pilbara Magisterial District.

R. H. DOIG,
Under Secretary,
Premier's Department.

SUPERANNUATION AND FAMILY BENEFITS ACT, 1938-1950.

The Treasury,
Perth, 28th January, 1955.

Treasury 1198/39, Ex. Co. 69.

IT is published, for general information, that His Excellency the Governor has approved, under section 9 of the above Act, of the following appointments (for a period of three years from 1st March, 1955) as Members of the Superannuation Board, viz., Messrs. G. F. Mathea (to be Chairman, in succession to Mr. S. A. Taylor, retired), J. H. Glynn (in succession to Mr. R. C. Green) and E. Huck, the last-named being the elected representative of the contributors.

H. W. BYFIELD,
Under Treasurer.

AUDIT ACT, 1904.
Section 33.

The Treasury,
Perth, 2nd February, 1955.

Receivers of Revenue.

THE following appointments, etc., have been approved:—

Trsy. 218/48—Mr. T. L. Winch, for the Metropolitan Water Supply, Sewerage and Drainage Department, as from 17th January, 1955, until further notice.

Trsy. 1/54—The Manager of the Rural and Industries Bank, Mt. Barker, for the State Housing Commission, as from the 31st December, 1954.

Trsy. 168/45—Mrs. E. Jones, for the Technical Education Branch, and the authority of Miss Janet McNamara has been cancelled.

Certifying Officers.

Trsy. 814/53—Mr. R. M. W. Adair, for the Mental Hospitals Department, as from the 13th December, 1954, until further notice.

Trsy. 906/40—Mr. R. G. Tillotson, for the State Government Insurance Office, for the period 17th January, 1955, to 7th February, 1955, during the absence of Mr. W. A. Barnett on annual leave.

Trsy. 143/53, Pt. 2—Mr. C. H. Menagh, for the Accounts and Audit Branch, from 27th December, 1954, to 14th March, 1955.

Cancellation of Mr. A. W. Walters from the Civil Engineering Branch, from 20th November, 1954.

H. W. BYFIELD,
Under Treasurer.

LAND AGENTS ACT, 1921.

Application for License in the First Instance.

To the Court of Petty Sessions at Albany:

I, RALPH JOHN SHAW, of 10 Albany Highway, Albany, Agent and Investor, having attained the age of 21 years, hereby apply on my behalf for a license to carry on the business of a land agent under the Land Agents Act, 1921.

The principal place of business will be at 10 Albany Highway, Albany.

Dated the 17th day of January, 1955.

R. J. SHAW.

Appointment of Hearing.

I hereby appoint the 8th day of March, 1955, at 2.15 o'clock in the afternoon, as the time for the hearing of the foregoing application at the Court of Petty Sessions at Albany.

Dated the 17th day of January, 1955.

H. R. HARDIMAN,
Clerk of Petty Sessions.

Objection to the granting of the application may be served on the applicant and the Clerk of Petty Sessions at any time prior to seven days before the date appointed for the hearing.

Lohrmann, Tindal & Guthrie, 89 St. George's Terrace, Perth, Solicitors for the Applicant.

LAND AGENTS ACT, 1921.

Application for License in the First Instance.

To the Court of Petty Sessions at Perth:

I, IVOR NOEL-DAVIES, of 59 Mount Street, Perth, Agent, having attained the age of 21 years, hereby apply on behalf of Agency Service Bureau, a firm of which I am a member, for a license to carry on the business of a land agent under the Land Agents Act, 1921.

The principal place of business will be at 200 St. George's Terrace, Perth.

Dated the 20th day of January, 1955.

I. NOEL-DAVIES.

Appointment of Hearing.

I hereby appoint the 1st day of March, 1955, at 10 o'clock in the forenoon, as the time for the hearing of the foregoing application at the Court of Petty Sessions at Perth.

Dated the 1st day of February, 1955.

A. F. N. SCHRODER,
Clerk of Petty Sessions.

Objections to the granting of the application may be served on the applicant and the Clerk of Petty Sessions at any time prior to seven days before the date appointed for the hearing.

INQUIRY AGENTS LICENSING ACT, 1954.

Renewal of a License.

I, MAXWELL GEORGE BLIGHT, of 43 Alderbury Street, Floreat Park, Salesman, having attained the age of 21 years, hereby apply on my own behalf for a license under the abovementioned Act.

The principal place of business will be at 42 Queen Street, Perth.

Dated the 27th day of January, 1955.

M. G. BLIGHT.

I hereby appoint the 8th day of March, 1955, at 10 o'clock in the forenoon, as the time for the hearing of the foregoing application at the Court of Petty Sessions at Perth.

Dated the 27th day of January, 1955.

A. F. N. SCHRODER,
Clerk of Petty Sessions.

Objection to the granting of the application may be served on the applicant and the Clerk of Petty Sessions at any time prior to seven days before the date appointed for the hearing.

VACANCIES IN THE PUBLIC SERVICE.

| Department. | Position. | Class. | Salary. | Date Returnable. |
|--|--|------------|------------------|------------------|
| Audit | Clerk | C-II-1/2 | Margin £200-£270 | 1955. |
| Mental Hospitals | Deputy Head Attendant, Grade 2 (a), (b) | G-II-1/2 | Margin £200-£270 | 5th February |
| Medical and Health | Matron Claremont Mental Hospital (Item 1551/R54 (b) (a) (d)) | G-II-4 (F) | Margin £235-£255 | do. |
| Treasury | Clerk, Stamps and Probate Office (Item 99/R54) | C-II-3 | Margin £290-£310 | 12th February. |
| Lands and Surveys | Staff Surveyor, Grade 1 | P-II-8/9 | Margin £550-£625 | do. |
| Metropolitan Water Supply | Typist (Item 2337/R54) | C-II-1 (F) | Margin £105-£135 | do. |
| Medical and Health | Inspector, Grade 2 (Items 1492/1493/R54 (a)) | G-II-3/4 | Margin £290-£350 | do. |
| Agriculture | Officer in Charge, Tobacco Branch (Item 3416/R54) (a) | P-I-1 | Margin £750-£775 | do. |
| Crown Law | Clerk of Courts, York (Item 2951/R54) | C-II-4/5 | Margin £330-£400 | 19th February. |
| State Housing Commission | Clerks, Tenancy Section (Items 310 and 311/R54) | C-II-1 | Margin £200-£230 | do. |
| Do. do. do. | Supervisor, Grade 2 (Item 326/R54) (a) | G-II-3 | Margin £290-£310 | do. |
| Chief Secretary's, Medical and Public Health | Under Secretary (Item 1158/R54) | A-S-£1,750 | £1,970 | do. |
| Public Works | Architect, Grade 3 (Item 2206/R54) | P-II-4/7 | Margin £330-£525 | do. |
| Lands and Surveys | Clerk in Charge, Lands Accounts (Item 635/R54) (c) | C-II-6 | Margin £425-£450 | do. |
| Do. do. do. | Clerk, Lands Accounts (Item 633/R54) | C-II-2 | Margin £250-£270 | do. |
| Agriculture | Botanist, Grade 1, Seed Certification and Weed Control Section | P-II-8/9 | Margin £550-£625 | do. |
| Education | Clerk in Charge, Staff (Item 3111/R54) | C-II-7 | Margin £475-£525 | do. |

(a) Applications also called under Section 24.

(b) Special allowance £50 per annum.

(c) The possession of an accountancy qualification by examination will be regarded as an important factor when judging relative efficiency under Section 34 of the Public Service Act.

(d) Free quarters, rations and uniform.

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.

3rd February, 1955.

S. A. TAYLOR,
Public Service Commissioner.

Public Service Commissioner's Office,
Perth, 2nd February, 1955.

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

Ex. Co. 60, P.S.C. 591/54—A. B. Tenger, Clerk, Engineering (Clerical) Section, Administrative and Accounting Division, Metropolitan Water Supply Department, to be Chief Clerk, C-II-6, Revenue and Expenditure Section, as from 1st January, 1955.

Ex. Co. 60, P.S.C. 804/54—W. F. Rolston, Clerk, Local Government Department, to be Clerk, C-II-1, as from 13th January, 1955.

Also of the amendment to the following classifications and titles:—

Ex. Co. 63—The following officers of the State Housing Commission as from 1st October, 1954:— Item 208/R54, H. V. Telfer, Secretary, A-I-6, to Under Secretary, A-S-£1,650. Item 210, W. H. Butler, Assistant Secretary, C-II-9, to Senior Assistant Under Secretary, C-II-11. Item 211, A. D. Hynam, Technical Officer, G-II-7, to Building Superintendent, G-I-1. Item 225, F. R. I. Britton, Assistant Secretary to Junior Assistant Under Secretary. Item 300, R. B. MacKenzie, Property Officer, C-II-9, to C-II-10. Item 301, A. W. Richardson, Clerk, C-II-3, to Chief Clerk, C-II-5. Item 404, E. W. Selley, Supervisor, G-II-4, to Senior Supervisor, G-II-6.

Ex. Co. 63, Item 482/R54—Clerk, C-II-2/3, Audit Department, occupied by K. W. Mansell, to C-II-4, as from 16th November, 1954.

Ex. Co. 60, Item 2475/R54—Clerk in Charge (Expenditure) C-II-5, Metropolitan Water Supply Department, occupied by E. O. J. Oats, to C-II-6, as from 1st January, 1955.

Also of the creation of the following positions under section 32 of the Public Service Act, 1904-1954:—

Ex. Co. 114—Inspector, G-II-2/3, Stock Inspection, Veterinary Services Section, Animal Division, Department of Agriculture. Clerk (Inspection)

C-II-4, Land Settlement Branch, Lands and Surveys Department. Clerk, C-II-3, Clerks (two positions) C-II-1/2, Clerk, C-II-1, Land Resumption Branch, Public Works Department. Instructor, G-II-3, Vegetable Branch, Horticultural Division, Department of Agriculture. Botanist, Grade 1, P-II-8/9, Seed Certification and Weed Control Section, Wheat and Sheep Division, Department of Agriculture.

Also of the acceptance of the following resignations:—

Ex. Co. 63—M. C. Shepherd, Typist, Treasury Department, as from 6th January, 1955. L. G. Ryder, Research Officer, Government Chemical Laboratories, Mines Department, as from 28th January, 1955.

Ex. Co. 114—R. V. Neville, Crown Solicitor, Crown Law Department, as from 31st December, 1954. T. G. Haney, Officer in Charge, Tobacco Branch, Department of Agriculture, as from 21st January, 1955. R. J. Dickhart, Clerk, Registrar General's Office, Chief Secretary's Department, as from 21st January, 1955.

S. A. TAYLOR,
Public Service Commissioner.

Amendment to Classifications to date from
1st March, 1955.

Item 2332/R54, Under Secretary, Metropolitan Water Supply, Sewerage and Drainage Department, A-S-£1,650, occupied by B. J. Clarkson, to A-S-£1,750.

Item 2794/R54, Under Secretary, Crown Law Department, A-S-£1,650, occupied by R. C. Green, to A-S-£1,750.

Note.—These classifications are amended as from 1st March, 1955, in lieu of 1st January, 1956, as provided for in the reclassification dating from 1st January, 1954.

S. A. TAYLOR,
Public Service Commissioner.

Crown Law Department,
Perth, 3rd February, 1955.

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

Vernon Pollock Leach as Acting Magistrate of the Broome, Derby, Hall's Creek and Wyndham Local Courts; Acting Resident Magistrate of the Broome, West Kimberley and East Kimberley Magisterial Districts; and Acting Chairman of the Broome, West Kimberley and East Kimberley Courts of Session during the absence on biennial leave of Kenneth Alexander Philp.

Percy Kilner Hazlitt as Clerk of Arraigns and Associate to the Hon. Mr. Justice Jackson as from the 14th February, 1955.

James Robert Maplesden as Usher to the Hon. Mr. Justice Jackson as from 14th February, 1955.

Wallace Yeo Reed Gannon, pursuant to section 13 (1) of the Local Courts Act, 1904-1954, as Clerk of the Local Court at Southern Cross as from 5th January, 1955.

THE Hon. Minister for Justice, pursuant to section 13 (3) of the Local Courts Act, 1904-1954, has approved of the following appointments:—

Constable E. R. Blood as substitute to discharge the duties of Clerk of the Local Court at Kojonup, during the absence on annual leave of Constable W. J. Davis as from 19th January, 1955.

Constable A. T. C. Mott as substitute to discharge the duties of Clerk of the Local Court at Kellerberrin, *vice* Constable A. Thomson, resigned, as from 21st January, 1955.

THE Hon. Minister for Justice, pursuant to section 13 (2) of the Local Courts Act, 1904-1954, has approved of the appointment of Constable Ralph Hamilton Sharp as Clerk of the Local Court at Wiluna, *vice* C. A. Fisher, transferred, as from 28th January, 1955.

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 of licenses to be dealt with at the Licensing Courts to be held in March and April 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 | 1-3-55 |
| Avon | Merredin | Avon | 31-3-55 |
| Beverley - Pingelly | Beverley | Avon | 15-3-55 |
| Broome | Broome | Broome | 14-3-55 |
| Bunbury | Bunbury | Forrest | 10-3-55 |
| Collie | Collie | Forrest | 15-3-55 |
| Coolgardie | Kalgoorlie | Coolgardie | 1-3-55 |
| Cue | Cue | Murchison | 18-3-55 |
| Cue | Wiluna | Clifton | 23-3-55 |
| East Kimberley | Hall's Creek | East Kimberley | 2-3-55 |
| East Kimberley | Wyndham | East Kimberley | 7-3-55 |
| Gascoyne | Carnarvon | Gascoyne | 3-3-55 |
| Geraldton | Geraldton | Geraldton | 7-3-55 |
| Greenough | Geraldton | Geraldton | 7-3-55 |
| Irwin | Geraldton | Geraldton | 7-3-55 |
| Kalgoorlie | Kalgoorlie | Hannans | 1-3-55 |
| Kanowna | Esperance | Esperance | 1-4-55 |
| Kanowna | Kalgoorlie | Hannans | 1-3-55 |
| Kanowna | Norseman | Dundas | 30-3-55 |
| Katanning | Katanning | Stirling | 22-3-55 |
| Menzies | Kalgoorlie | Collier | 1-3-55 |
| Moore | Moora | Geraldton | 9-3-55 |
| Mt. Leonora | Leonora | Collier | 11-3-55 |
| Mt. Magnet | Mt. Magnet | Murchison | 14-3-55 |
| Mt. Magnet | Yalgoo | Murchison | 15-3-55 |
| Mt. Margaret | Leonora | Collier | 11-3-55 |
| Murchison | Meekatharra | Murchison | 9-3-55 |
| Murchison | Wiluna | Clifton | 23-3-55 |
| Murray-Wellington-Forrest | Bunbury | Forrest | 10-3-55 |
| Murray-Wellington-Forrest | Pinjarra | Forrest | 9-3-55 |
| Nelson | Bridgetown | Mitchell | 23-3-55 |
| Northam | Northam | Avon | 10-3-55 |
| Pilbara | Marble Bar | Pilbara | 16-3-55 |
| Pilbara | Pt. Hedland | Pt. Hedland | 14-3-55 |
| Ravensthorpe | Wagin | Stirling | 23-3-55 |
| Roebourne | Onslow | Ashburton | 22-3-55 |
| Roebourne | Roebourne | Roebourne | 10-3-55 |
| Sussex | Busselton | Mitchell | 17-3-55 |
| Toodyay | Toodyay | Avon | 11-3-55 |
| Wagin | Wagin | Stirling | 23-3-55 |
| West Kimberley | Derby | West Kimberley | 11-3-55 |
| Williams - Narrogin | Narrogin | Williams | 24-3-55 |
| Yilgarn | Southern Cross | Coolgardie | 17-3-55 |
| York | York | Avon | 17-3-55 |

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, Subiaco, Claremont and Canning; Perth; Tuesday, 1st March, 1955; 10.30 a.m.

Fremantle; Fremantle; Wednesday, 2nd March, 1955; 10.30 a.m.

Guildford and Swan; Midland Junction; Thursday, 3rd March, 1955; 10.30 a.m.

THE Hon. Minister for Justice has approved of the following appointments:—

Constable Edward Blood as Acting Bailiff of the Kojonup Local Court, during the absence on annual leave of Constable W. J. Davis as from 19th January, 1955.

Constable A. T. C. Mott as Acting Bailiff of the Kellerberrin Local Court, as from 21st January, 1955, *vice* Constable A. Thomson, resigned.

Constable Robert Burns Primrose as Acting Bailiff of the Northam Local Court at Meckering during the absence on leave of Constable A. G. Gee, as from 17th January, 1955.

THE Hon. Minister for Justice has approved of the appointment of the following persons as Commissioners for Declarations under the Declarations and Attestations Act, 1913-1953:—Alwyn Roy Luke, Albany; James Morris Dyer, Meekatharra; Arthur Wilson, Dunsborough.

R. C. GREEN,
Under Secretary for Law.

LICENSING ACT, 1911-1944.

Application for a Gallon License.

To the Licensing Court for the District of Nelson in Western Australia.

I, HAROLD LLOYD OGDEN, now residing at Manjimup, in the said District of Nelson, 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 the corner of Brockman Street and Rose Street, Manjimup, upon all that piece of land being portion of Manjimup Lot 21 and being the whole of the land comprised in Certificate of Title Volume 621, Folio 98, whereon I am now carrying on the business of a Storekeeper.

Dated the 2nd day of February, 1955.

(Sgd.) H. L. OGDEN.

Dwyer, Durack & Dunphy, of 33 Barrack Street, Perth, Solicitors for the Applicant.

APPOINTMENTS.

Chief Secretary's Department,
Perth, 26th January, 1955.

HIS Excellency the Governor in Executive Council has appointed:—

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 ending 31st December, 1955:—

Albany—The Resident Magistrate, Albany.

Barton's Mill—C. Kostera, J.P.; G. Weston, J.P.

Broome—The Resident Magistrate, Broome; Arthur Streeter Male, J.P.

Bunbury—The Stipendiary Magistrate, Bunbury; L. R. Honey, J.P.; C. H. G. Wood, J.P.

Carnarvon—The Resident Magistrate, Carnarvon.

Cue—The Resident Magistrate, Cue.

Derby—The Resident Magistrate, Broome.

Fremantle—(Male)—K. J. Dougall, Stipendiary Magistrate; Francis Pearce, J.P.; W. Wauhop, J.P.; J. Mann, J.P.; J. E. Gustafson, J.P.; J. M. Groom, J.P.; L. R. Latham, J.P.; W. F. Samson, J.P.; R. D. Edinger, J.P.; W. H. Walter, J.P.; (Female) Mrs. Jane Ryan, J.P.

Geraldton—The Resident Magistrate, Geraldton.
 Kalgoorlie—The Resident Magistrate, Kalgoorlie;
 His Worship the Mayor, Kalgoorlie.
 Marble Bar—The Resident Magistrate, Carnarvon.
 Meekatharra—The Resident Magistrate, Cue.
 Northam—The Stipendiary Magistrate, Northam;
 F. A. Gregory, J.P.
 Onslow—A. H. Clarke, J.P.; The Resident Magistrate, Carnarvon.
 Pardelup Prison Farm—The Resident Magistrate, Albany; W. H. Crane, J.P.
 Perth—A. G. Smith, Stipendiary Magistrate, Perth; Alfred Spencer, J.P.; Mrs. L. H. Needham, J.P.
 Roebourne—The Resident Magistrate, Carnarvon.
 Shark Bay—The Resident Magistrate, Carnarvon.
 Wiluna—The Resident Magistrate, Cue; M. J. Quartermaine, J.P.
 Wyndham—The Resident Magistrate, Broome.
 C.S.D. 469/53—Robert White MacKenzie, to the disciplinary staff of the Prisons Department, as Warder, as from the 21st December, 1953.

H. T. STITFOLD,
 Under Secretary.

HEALTH ACT, 1911-1954.

Department of Public Health,
 Perth, 1st February, 1955.

P.H.D. 1963/23.

THE following appointment made by the under-mentioned Local Health Authority is hereby approved:—

Kalgoorlie Road Board—W. J. Nevill, to be Health Inspector.

LINLEY HENZELL,
 Commissioner of Public Health.

PHYSIOTHERAPISTS ACT, 1950.

Public Health Department,
 Perth, 26th January, 1955.

P.H.D. 1734/50.

HIS Excellency the Governor in Executive Council has been pleased to appoint Sally Margaret Seward to be a member of the Physiotherapists Registration Board for a period of three years from the 16th January, 1955.

LINLEY HENZELL,
 Commissioner of Public Health.

HOSPITALS ACT, 1927-1953.

Medical Department,
 Perth, 26th January, 1955.

P.H.D. 5655/53.

HIS Excellency the Governor in Executive Council has been pleased to appoint, under section 25 of the Hospitals Act, 1927-1953, the following persons to be members of a Visiting and Advisory Committee to the Geraldton Hospital for the period ending 31st December, 1955:—Dr. J. McAleer (Chairman), Mrs. A. L. Hatherley, Mrs. L. Scheinder, Mr. T. Askew, Mr. R. B. Gratte, Dr. J. Scott, Mrs. A. Barker, Mr. K. H. Hogg, Mr. L. W. Hall.

H. T. STITFOLD,
 Under Secretary.

HEALTH ACT, 1911-1954.

Department of Public Health,
 Perth, 3rd February, 1955.

P.H.D. 734/53.

THE cancellation of the appointment of Mr. A. O. Sandercock as Health Inspector of the Municipality of York is hereby notified.

P.H.D. 1032/52.

THE cancellation of the appointment of Mr. S. B. Aldridge as Regional Health Inspector of Mingenew, Three Springs, Carnamah and Moora Road Boards is hereby notified.

P.H.D. 1825/49.

THE following appointment made by the under-mentioned Local Health Authority is hereby approved:—

Municipality of Bunbury—William Gillam, to be Health and Meat Inspector.

LINLEY HENZELL,
 Commissioner of Public Health.

FIRE BRIGADES ACT.

Section 53.

NOTICE is hereby given that the Western Australian Fire Brigades Board did, at a meeting of the Board held on 27th July, 1954, grant permission for a Volunteer Fire Brigades Demonstration to be conducted at Geraldton from 9th April to 12th April, 1955.

By order of the Board.
 F. W. BERTRAM,
 Secretary.

Police Department,
 Perth, 28th January, 1955.

HIS Excellency the Governor in Council has approved of the following members of the Police Force being appointed Inspectors of Licensed Premises, in accordance with section 214 of the Licensing Act, 1911-1953, and the cancellation of such appointments as hereunder named:—

Appointments.

Sergeant Leen, J. P., No. 1747, Liquor Branch, Perth.
 Constable Sharpe, R. H., No. 2129, Wiluna.
 Constable Rafferty, C. R., No. 2174, Three Springs.
 Constable Leahy, W. A., No. 2255, Trayning.
 Constable Pages-Oliver, L. M., No. 2117, Esperance.
 Constable Scott, W. R., No. 2232, Greenbushes.
 Constable Neville, A. H., No. 2248, Dumbleyung.
 Constable Harris, W., No. 2175, Wittenoom.
 Constable McLernon, K. C. H., No. 2258, Dwellingup.
 Constable Clarke, B. J., No. 1966, Donnybrook.
 Constable Johnson, B. B., No. 2540, Nullagine.
 Constable Wright, W. L. T., No. 2071, Bencubbin.
 Constable Patterson, R. H., No. 2151, Bullfinch.
 Constable Whitney, E. T., No. 2100, Beverley.
 Constable Smith, J. A., No. 2222, Westonia.
 Constable Myers, R. C., No. 2726, Liquor Branch, Perth.
 Constable Mader, K., No. 2600, Liquor Branch, Perth.
 Constable Dyball, B. A., No. 2505, Liquor Branch, Perth.
 Constable Warner, M. B., No. 2613, Plain Clothes, Kalgoorlie.
 Constable Greenaway, W. J., No. 2250, Quairading.
 Constable Matson, F. W., No. 2304, Williams.
 Constable Johnson, K., No. 2263, Northam.
 Constable Smith, W. K. G., No. 2241, Northam.

Cancellations.

Chief Inspector Gould, C. R., —, retired.
 Inspector Shaddick, F. M., —, retired.
 Sergeant Muhs, H. J., No. 1711, resigned.
 Sergeant Sholl, R. V., No. 1368, deceased.
 Sergeant Thomson, H., No. 1567, resigned.
 Detective Gregson, J. M., No. 1927, resigned.
 Detective Rosich, J. K., No. 1962, resigned.

J. M. O'BRIEN,
 Acting Commissioner of Police.

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, 1933-1954, and its regulations:—

PERTH.

19th February, 1955, at 10 a.m. at the Lands and Surveys Department—

Rockingham—590, 1r., £425; 617, 1r., £425.
Mosman Park—578, 1r., 1.9p., £475.

BEVERLEY.

22nd February, 1955, at 3.30 p.m. at Government Land Agency—

Brookton—204, 1r., £60; 205, 1r., £60; 211, 1r., £60.

MERREDIN.

23rd February, 1955, at 10 a.m. at the Court House—
Burracoppin—*¶121, 5a. Or., 31p., £11; *¶122, 5a. Or. 31p., £10; *¶123, 5a. Or. 31p., £10; *¶124, 5a. Or. 31p., £10; *¶125, 5a. Or. 29p., £15.

Merredin—794, 1r., £20; 722, 1r., £25.

The sale of lots at Lancelin which was advertised in the *Government Gazette* of the 28th January, 1955, to be held at Perth on the 12th February, will now be held at Perth on the 19th February, 1955, at 10 a.m.

* Suburban.

¶ All marketable timber is reserved to the Crown.

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 200ft. below the natural surface, except in mining districts, where it is granted to a depth of 40ft. or 20ft. only.

F. C. SMITH,

Acting Under Secretary for Lands.

FORFEITURES.

THE undermentioned leases have been cancelled under section 23 of the Land Act, 1933-1954, due to non-payment of rent or other reasons.

H. E. SMITH,

Under Secretary for Lands.

Name, Lease, District, Reason, Corres., Plan.
Sorensen, E. F.; 347/6354; Nelson 9449; conditions; 7091/49; 439940.

McLean, F. H.; 3116/2001; Boulder 2521; abandoned; 4562/09; Townsite.

Pickford, H. W.; 3117/3549; Agnew 122; £3 11s. 9d.; 1045/46; Agnew Townsite.

Kalinowsky, J. E.; 3117/3613; Big Bell 188; £4 1s. 8d.; 3147/47; Townsite.

RESERVES ACT, 1954.

Department of Lands and Surveys,
Perth, 2nd February, 1955.

Corres. No. 3292/54.

IT is hereby notified, for general information, that pursuant to the provisions of the Reserves Act, 1954 (No. 67 of 1954), assented to on 30th December, 1954, various reserves have been cancelled or amended in the manner shown hereunder.

(a) Reserve No. 18296 at Bruce Rock—The classification as of Class A has been cancelled.

(b) Reserve No. 12074 (Carnarvon Lot 384)—Cancelled.

(c) Reserve No. 6066 (Fremantle Cemetery)—The Trustees have been authorised to lease portion to the Australian Wool Bureau.

(d) Reserve No. 5304 (Geraldton Lots 809 and 810)—Cancelled.

(e) Reserve No. 11385 at Geraldton—Reduced to comprise an area of 3 acres 3 roods 37.2 perches by the excision of Geraldton Lots 620 to 663 (inclusive).

(f) Reserve No. 18325 (Swan Location 3301) at Inglewood—Reduced by an area of 22 acres 1 rood 0.1 perches.

(g) Reserve No. 18987—Reduced by the excision of about 16 acres from Porongorup Estate Lot 15.

(h) Reserve No. 22568 at Rockingham—Reduced by the excision of about 1 acre from Rockingham Lot 155.

(i) Reserve No. 12077 at Wagin—Reduced by 10 acres 2 roods 21.5 perches by the excision of Wagin Lots 520 to 528 (inclusive), 534 and 535.

(j) Reserve No. 14678 (Wickepin Lots 150 to 153 (inclusive) and 176)—Cancelled.

H. E. SMITH,

Under Secretary for Lands.

RESERVES.

Department of Lands and Surveys,
Perth, 1st February, 1955.

HIS Excellency the Governor in Executive Council has been pleased to set apart as Public Reserves the lands described in the Schedule below for the purposes therein set forth.

Corres. No. 51/55.

PEMBERTON.—No. 24121 (Railway Housing), lots Nos. 79, 83 and 135 (2r. 39.1p.). (Plan Pemberton.)

Corres. No. 2459/36.

FORREST.—No. 24122 (Mining), lot No. 19 (about 113,000a.). (Plan 98/300 and 109/300.)

H. E. SMITH,

Under Secretary for Lands.

CANCELLATION OF RESERVES.

Department of Lands and Surveys,
Perth, 1st February, 1955.

HIS Excellency the Governor in Executive Council has been pleased to cancel, under section 37 of the Land Act, 1933-1954, as follows:—

Corres. No. 1761/22.—Reserve No. 17996 (Victoria Location 5881)—Water. (Plan 122/80, D1.)

Corres. No. 8133/22.—Reserve No. 19710 (Pemberton Lots 79 and 83)—(Excepted from Sale). (Plan Pemberton.)

H. E. SMITH,

Under Secretary for Lands.

AMENDMENT OF RESERVES.

Department of Lands and Surveys,
Perth, 1st February, 1955.

HIS Excellency the Governor in Executive Council has been pleased to approve, under section 37 of the Land Act, 1933-1954, of amendments as follows:—

Corres. No. 8284/02.—Reserve No. 9693 (Mingenew Common) to exclude that portion now distinguished as Victoria Location 10355. (Plan 123/80, D1.)

Corres. No. 5071/04, Vol. 2.—Reserve No. 10681 (Excepted from Sale) to exclude Mayanup Lot 3, and of its area being reduced to 3 roods accordingly. (Plan Mayanup.)

Corres. No. 8133/22.—Reserve No. 21631 (Excepted from Sale) to exclude Pemberton Lot 135, and of its area being reduced to 1 rood accordingly. (Plan Pemberton.)

Corres. No. 2459/36.—Reserve No. 21802 (Natives) to comprise that portion situated southward from the Northern alignment of reserve No. 12061 and now distinguished as Forrest Location 20, and of its area being reduced to about 85,000 acres accordingly. (Plan 98/300.)

H. E. SMITH,

Under Secretary for Lands.

LAND OPEN FOR SELECTION.

*Perth Land Agency.*Department of Lands and Surveys,
Perth, 3rd February, 1955.

IT is hereby notified, for general information, that the areas scheduled hereunder are available for selection under Part V. of the Land Act, 1933-1954, 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, 2nd MARCH, 1955.

SCHEDULE NO. 1.

| Location No. | Area. | Price per Acre. | Plan. | Corres. No. | Classification File. | Deposit required. |
|---|-----------|--------------------|--------------|-------------|----------------------------|-------------------|
| | a. r. p. | £ s. d. | | | | £ s. d. |
| Kent 1165 (a) | 110 0 20 | 16 0 | 435/80 B.4 | 534/41 | 534/41 p. 10 | 1 10 6 |
| Kojonup 8458 (a) (b) | 1599 2 14 | 4 6 | 416A/40 C. 1 | 3474/54 | 4859/19 p. 14 | 2 12 6 |
| Mendel Estate Lot 24 (d) (Formerly Victoria Location 446) | 40 0 0 | 1 10 0 | 156/80 E.4 | 3362/20 V.2 | .... | 1 6 0 |
| Plantagenet 5890 (a) (c) | 135 1 3 | Subject to pricing | 451D/40 B.3 | 5526/52 | Subject to classification. | 6 5 0 |
| Victoria 5881 (d) (Formerly Reserve No. 17996) | 40 0 0 | 1 3 6 | 122/80 D.1 | 1761/22 | .... | 1 6 0 |

SCHEDULE No. 2.

| District. | Description. | Plan. | Corres. No. | Deposit Required. |
|-------------------|---|------------|-------------|-------------------|
| | | | | £ s. d. |
| Roe (c) | An area of about 810 acres, bounded by the Eastern boundary of Roe Location 81, Road No. 8715 and the prolongation Eastward of the Southern boundary of Location 81 | 406/80 C.1 | 3865/54 | 13 0 0 |
| Victoria (c) | An area of about 1,600 acres, bounded by Victoria Locations 10321, 10322, 10318 and 10141 | 62/80 F.1 | 152/55 | 17 5 0 |

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

(b) Subject to poison conditions.

(c) Subject to survey, classification, pricing and provision of any necessary roads.

(d) Available to adjoining holders only.

H. E. SMITH,
Under Secretary for Lands.

BUSH FIRES ACT, 1937-1950.

Cancellation of Bush Fire Control Officers.

Department of Lands and Surveys,
Perth, 3rd February, 1955.

IT is hereby notified, for general information, that the Mundaring Road Board has cancelled the appointments of Messrs. E. R. Etherton and M. Trimble as Bush Fire Control Officers.

H. E. SMITH,
Under Secretary for Lands.

OPEN FOR SALE.

Department of Lands and Surveys,
Perth, 1st February, 1955.

Corres. No. 4938/49.

HIS Excellency the Governor in Executive Council has been pleased to approve, under section 45A of the Land Act, 1933-1954, of Wyndham Lots 581

to 584 (inclusive) being made available for sale in fee simple for the purpose of a Church Site and Church Schoolsite, priced at ninety pounds (£90) and subject to the following conditions:—

(1) Applications, accompanied by a deposit of £9, must be lodged at the Lands Office, Perth, on or before Wednesday, 2nd March, 1955.

(2) All applications lodged on or before such date will be treated as having been received on the closing day and, if there are more applications than one, the application to be granted will be decided by the Land Board.

(3) Balance of purchase money shall be paid within 12 months from the date of approval of the application by four quarterly instalments on the 1st days of January, April, July and October.

H. E. SMITH,
Under Secretary for Lands.

LOTS OPEN FOR SALE.

Department of Lands and Surveys,
Perth, 1st February, 1955.

IT is hereby notified, for general information, that the undermentioned lots are now open for sale under the conditions specified, by public auction, as provided by the Land Act, 1933-1954, at the following upset prices:—

Applications to be lodged at Perth.

Corres. No. 8168/50.

BADJALING.—Town, 4, £20.

Corres. No. 5071/04, Vol. 2.

MAYANUP.—Town, 3, £20.

Corres. No. 4696/02, Vol. 3.

MOUNT BARKER.—Town, 506, £110; 509, £105; 493, 498, 499, 500 and 507, £100 each; 501, 502, 505 and 508, £95 each; 503, 504, 515 and 516, £90 each; 510, 513 and 514, £85 each; 511, 512 and 517, £80 each; 494, £75; 497, £70; 518, £65. Special Conditions.—(1) One person shall be eligible to purchase one lot only. No person already the holder of a residential lot in Mount Barker shall be eligible to acquire any of the above lots. (2) Within two years from the date of purchase, the purchaser shall erect on his lot a house conforming to the local building by-laws. (3) The Crown grant for any lot will not issue until the house has been erected thereon.

Plans showing the arrangement of the lots referred to are now obtainable at this office and the offices of the various Government Land Agents.

H. E. SMITH,
Under Secretary for Lands.

ROAD DISTRICTS ACT, 1919-1951.

Closure of Road.

WE, Leslie Daniel Evans and Trevor James Evans, being the owners of land over or along which the portion of road hereunder described passes, have applied to the Albany Road Board to close the said portion of road, viz.:—

Albany.

4040/40.

A.143. The unsurveyed road along the North boundary of Plantagenet Location 3589 and along part of the North boundary of location 3561, from a surveyed road at the most North-North-Western corner of location 3589 to a point on said boundary of location 3561 situate about one chain East of the North-East corner of the latter location. (Plan 451C/40, E3.)

L. D. EVANS.

T. J. EVANS.

I, Benno Edwin Lange, on behalf of the Albany Road Board, hereby assent to the above application to close the road therein described.

B. E. LANGE,
Chairman, Albany Road Board.
20th January, 1955.

ROAD DISTRICTS ACT, 1919-1951.

WHEREAS R. J. Strange, G. Stewart, G. G. Stewart and M. Stewart, being the owners of land over or along which the undermentioned road, in the Beverley Road District passes, have applied to the BEVERLEY Road Board to close the said road, which is more particularly described hereunder, that is to say:—

3892/24.

B.545. The surveyed road through Beverley Agricultural Area Lot 2 and to and along the North-West boundary of lot 4, from the South-West boundary of lot 2 to the North corner of lot 4. (Plan 342B/40, E2.)

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

1623/04.

B.548. That portion of road No. 1789 through Sussex Location 4002 and along part of the North-West boundary of reserve 1428, from a surveyed road on the South boundary of location 4002 to its junction with a deviation of said road No. 1789, passing through reserve 1428. (Plan 413A/40, B2.)

WHEREAS A. Wood, being the owner of land over or along which the undermentioned road, in the Collie Coalfields Road District passes, has applied to the COLLIE COALFIELDS Road Board to close the said road, which is more particularly described hereunder, that is to say:—

5046/53.

C.502. The surveyed road through Wellington Location 4503, from road No. 1896 on the Western boundary of the location to the Eastern boundary of the location. (Plan 411B/40, E2.)

WHEREAS S. H. C. Wyatt and M. McAnallen, being the owners of land over or along which the undermentioned road, in the Collie Coalfields Road District passes, have applied to the COLLIE COALFIELDS Road Board to close the said road, which is more particularly described hereunder, that is to say:—

2990/52.

C.507. The surveyed way along the North-Western boundary of Collie Lot 199, from Johnston Street at the North corner of the lot to Forrest Street at the West corner of the lot. (Plan Collie Central.)

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

1755/54.

C.503. (a) That part of Cuballing Street, Cuballing, along part of the South-Eastern boundary of Cuballing Lot 343, from Hotham Street at the East corner of the lot to a point on said boundary situate 82 deg. 52 min. about 2 chains 10 links from the South-West corner of the lot.

(b) That part of Carton Street along the South-East boundary of lot 342 and part of the South-East boundary of lot 341, from Hotham Street at the South-East corner of lot 342, to a point on said boundary of lot 341 situate 67 deg. 24 min. about 2 chains 13.8 links from the South corner of lot 341.

(Plan Cuballing Townsite.)

WHEREAS E. N. Mauger, being the owner of land over or along which the undermentioned road, in the Denmark Road District passes, has applied to the DENMARK Road Board to close the said road, which is more particularly described hereunder, that is to say:—

3694/15.

D.352. The surveyed road along part of the South-East boundary of Denmark Lot 424, from road No. 7415 at the South corner of the lot to road No. 7103 at its junction with said South-East boundary. (Plan 452C/40, E4.)

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

181/12.

E.36. (a) That part of road No. 4366 through Esperance Locations 1434, 1435, 1436, 1415 and 1416, from the Western boundary of location 1434 to the Western boundary of location 1016 (excluding the intersecting portions of the surveyed roads on the Western and the Southern boundaries of location 1436).

(b) That part of road No. 4366, through locations 1414, 1420 and 1399, from road No. 10983 on part of the Westernmost boundary of location 1414 to a surveyed road on the Easternmost boundary of location 1420.

(c) The whole of road No. 4367, through location 667 and to and through locations 925, 756 and 755, from the telegraph line through location 667 to road No. 4366 on the North-Eastern boundary of location 755.

(Plan 422/80, F2; 423/80, A2, B2, 3.)

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

3655/53.

E.35. That portion of The Esplanade, Esperance, bounded by lines commencing at the intersection of a line parallel to and 150 links Eastward of the Eastern boundary of Esperance Lot 26 and the prolongation Eastward of the Northern boundary of said lot, and extending Southward along said parallel line to its intersection with the prolongation Eastward of the Southern boundary of lot 26; thence about 90 degrees to the high water mark on the sea shore and Northward along said high water mark to a point situate Eastward of the starting point; thence about 270 degrees to the starting point. (Plan Esperance Townsite Sheet 2.)

WHEREAS E. Wilkes, being the owner of land over or along which the undermentioned road, in the Greenbushes Road District passes, has applied to the GREENBUSHES Road Board to close the said road, which is more particularly described hereunder, that is to say:—

101/41.

G.350. The surveyed road along the Westernmost boundary of Nelson Location 8752, from the North-Westernmost corner of the location to road No. 10193 at a South-Western corner thereof. (Plan 414C/40, E4.)

WHEREAS B. J. McGregor, being an owner of land over or along which the undermentioned roads, in the Melville Road District pass, has applied to the MELVILLE Road Board to close the said roads, which are more particularly described hereunder, that is to say:—

4635/52.

M.539. (a) The whole of road No. 11019 along the North-East boundaries of lots 670, 672, 674, 676, 678, 680, 682, 684, 686, 688, 690, 692, 694, 696, 698, 700, 702, 704, 706, 708, 710, 712, 714, 716, 718, 720, 722, and 724 of Swan Location 61 (L.T.O. Plan 1751, Sheet 2), from road No. 8761 (Macleod Road) at the North corner of lot 670 to road No. 11023 at the East corner of lot 724.

(b) The whole of road No. 11020 along the North-East boundaries of lots 653, 651, 649, 647, 645, 643, 641, 639, 637, 635, 633, 631, 629, 627, 625, 623, 621, 619, 617, 615, 613, 611, 609, 607, 605, 603, 601, 599, 597, 595, 593 and 591 (L.T.O. Plan 1751, Sheet 2), from road No. 8762 (Macdonald Road) at the North corner of lot 653 to road No. 11023 at the East corner of lot 591.

(c) The whole of road No. 11021 along the North-East boundaries of lots 516, 518, 520, 522, 524, 526, 528, 530, 532, 534, 536, 538, 540, 542, 544, 546, 548, 550, 552, 554, 556, 558, 560, 562, 564, 566, 568, 570, 572, 574, 576 and 578 (L.T.O. Plan 1751, Sheet 2), from road No. 8762 (Macdonald Road) at the North corner of 516 to road No. 11023 at the East corner of lot 578.

(d) The whole of road No. 11022 along the North-East boundaries of lots 481, 479, 477, 475, 473, 471, 469, 467, 465, 463, 461, 459, 457, 455, 453, 451, 449, 447, 445, 443, 441, 439 and 437 (L.T.O. Plan 1751, Sheet 2), from road No. 8763 (Munro Road) at the North corner of lot 481 to road No. 11023 at the East corner of lot 437.

(e) The whole of road No. 11023 along the South-East boundaries of lots 724, 725, 591, 590, 578, 579, 437 and 436 (L.T.O. Plan 1751, Sheet 2), from road No. 8361 (Tain Street) at the South corner of lot 724 to road No. 8858 (Glenelg Street) at the East corner of the lastmentioned lot.

Excluding the intersecting portions of road No. 8860 (Alness Street), road No. 2169 (Ardross Street), road No. 8859 (Gairloch Street), road No. 8763 (Munro Road), road No. 8854 (Mackenzie Road) and road No. 8855 (Macrae Road).

(Plan 1D/20, S.E.)

WHEREAS H. A. Willis, being the owner of land over or along which the undermentioned road, in the Merredin Road District passes, has applied to the MERREDIN Road Board to close the said road, which is more particularly described hereunder, that is to say:—

2996/29.

M.530. The surveyed road through Avon Locations 10667 and 10668, from a surveyed road on the North boundary of location 10667 to a surveyed road on the East boundary of location 10668. (Plan 24/80, A3.)

WHEREAS H. G. Brown, L. R. Brown and O. H. Tuckey, being the owners of land over or along which the undermentioned road, in the Murray Road District passes, have applied to the MURRAY Road Board to close the said road, which is more particularly described hereunder, that is to say:—

2844/17, Vol. 2.

M.534. The surveyed road along the North boundary of Murray Location 284, from road No. 10556 at the North-West corner of the location to road No. 44 at its most Northerly North-East corner. (Plan 380D/40, C3.)

WHEREAS F. J. Carmody and R. G. S. Cowcher, being the owners of land over or along which the undermentioned road, in the Narrogin Road District passes, have applied to the NARROGIN Road Board to close the said road, which is more particularly described hereunder, that is to say:—

671/42.

N.329. The surveyed road along the South boundary of Dumberning Agricultural Area Lot 53, from the South-West corner of the lot to a surveyed road at its South-East corner. (Plan 385D/40, B3.)

WHEREAS C. R. Barnes, A. Saunders and W. J. Ness, being the owners of land over or along which the undermentioned roads, in the Narrogin Road District pass, have applied to the NARROGIN Road Board to close the said roads, which are more particularly described hereunder, that is to say:—

1560/52.

N.327. (a) The whole of road No. 4532 along part of the Western boundary of Dumberning Agricultural Area Lot 191, from a surveyed road at the South-West corner of the lot to the North-East corner of lot 67.

(b) The surveyed road through former A.A. lot 199 and along a North boundary of former A.A. lot 41 (now parts of Williams Location 13993), from a surveyed road on the Western boundary of said lot 199 to a surveyed road at North-East corner of said lot 41.

(c) The surveyed road along the Eastern boundaries of former A.A. lots 41 and 199 and part of the Eastern boundary of former A.A. lots 42 (now parts of location 13993), from a surveyed road at the South-East corner of said lot 41 to road No. 2155 through said lot 42.

(Plan 385A/40, B2.)

WHEREAS M. A. Broun and C. F. Cunningham, being the owners of land over or along which the undermentioned roads, in the Pingelly and Brookton Road Districts pass, have applied to the PINGELLY and BROOKTON Road Boards to close the said roads, which are more particularly described hereunder, that is to say:—

4675/22.

P.414. (a) The surveyed road along the South-Eastern boundaries of Avon Locations 21192, 4631 and 16310 and through location 8588, from a surveyed road at the South corner of location 21192 to its intersection with the North-East boundary of location 8588.

(b) The surveyed road along a South-Western boundary of location 8588, from the North-West corner of the location to the road described in paragraph (a) above.

(c) The surveyed road along part of the North-Eastern boundary of location 6732, from the road described in paragraph (a) above to a point situated one chain South-Eastward of the South corner of location 8588.

(d) The surveyed road along the South-Western boundary of location 6732, from the road described in paragraph (a) above to the South corner of the location.

(Plans 343D/40, B4 and 378A/40, B1.)

WHEREAS J. C. White and B. J. Edwards, being the owners of land over or along which the undermentioned roads, in the Pingelly Road District pass, have applied to the PINGELLY Road Board to close the said roads, which are more particularly described hereunder, that is to say:—

3440/04, V. 2.

P.415. (a) That part of road No. 6461 along the North boundary of Avon Location 9745, an East boundary of location 13365 and part of the North-easternmost boundary of location 18569, from the North-West corner of location 9745 to a point one chain West of the South-East corner of location 13365.

(b) The surveyed road through location 13365, from road No. 2125 within the location to road No. 6461 described in paragraph (a) above on a South boundary of the location.

(c) The surveyed road along the East and part of the North-East boundaries of location 9745, from road No. 6461 described in paragraph (a) above at the North-East corner of the location to its junction with a surveyed road abutting the West side of road No. 6460.

(Plan 343C/40, E4.)

WHEREAS P. M. Oakley and F. J. S. Wise, being the owners of land over or along which the undermentioned road, in the Shark Bay Road District passes, have applied to the SHARK BAY Road Board to close the said road, which is more particularly described hereunder, that is to say:—

4434/95, V. 2.

S.127. The surveyed road along the South-Eastern boundaries of Denham Lots 57 and 42, from a surveyed road at the Eastern corner of lot 57 to the prolongation South-Eastward of the South-Western boundary of lot 42. (Plan Denham Town-site.)

WHEREAS J. Fuller, R. C. Cumming and J. B. Nix, being the owners of land over or along which the undermentioned road, in the Upper Blackwood Road District passes, have applied to the UPPER BLACKWOOD Road Board to close the said road, which is more particularly described hereunder, that is to say:—

1949/54.

B. 547. The surveyed road along part of the North boundary of Tweed Agricultural Area Lot 901, from road No. 2257 at its intersection with the North boundary of the lot to road No. 3492 at its North-East corner. (Plan 438A/40, B1.)

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 2nd day of February, 1955.

H. E. SMITH,
Under Secretary for Lands.

TOWN PLANNING AND DEVELOPMENT ACT, 1928-1953.

Municipality of Bunbury—Town Planning Scheme.

Amendment and Amplification.

T.P.B. 80/54; Vol. 71.

NOTICE is hereby given that the Bunbury Municipal Council, on the 25th day of October, 1954, passed the following resolution:—"That the Bunbury Municipal Council, in pursuance of section 7 of the Town Planning and Development Act, 1928-1953, amplify and amend the Bunbury Town Planning Scheme that was gazetted on the 23rd November, 1934, in so far as it applies to business areas, by including the undermentioned land in the business area; i.e., lots 1 and 2 of 19/21 fronting the South side of Constitution Street between Spencer Street and Minninup Road."

And notice is hereby given that details of the amendment referred to in the resolution have been delineated on the plan of the scheme deposited at the Council's offices, Stephen Street, Bunbury, and will be open to inspection by all persons interested without payment of any fee, from 9.30 a.m. to 3.30 p.m. on Mondays to Fridays inclusive, excluding public holidays.

Any objections to the proposed amendment should be sent in writing to the Town Clerk, Bunbury Municipal Council, on or before the 25th day of February, 1955.

R. HOUGHTON,
Town Clerk.

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.

Cue School and Quarters—Repairs and Renovations (12607); 8th February, 1955; conditions may be seen at the Contractors' Room, P.W.D., Perth and Geraldton, and Mining Registrar's Office, Cue, on and after 18th January, 1955.

Nanga Brook School—Repairs and Renovations (12620); 8th February, 1955; conditions may be seen at the Contractors' Room, P.W.D., Perth, and at Public Works Water Supply, Harvey and Waroona, on and after 25th January, 1955.

Yallingup Caves House—New Beach Sanitary Conveniences (12621); 8th February, 1955; conditions may be seen at the Contractors' Room, P.W.D., Perth and Bunbury, and Courthouse, Busselton, on and after 25th January, 1955.

Collie Hospital—New 16-bed Maternity Block and Additions to Nurses' Quarters (12605); 8th February, 1955; conditions may be seen at the Contractors' Room, P.W.D., Perth and Bunbury, and at Clerk of Courts, Collie, on and after 11th January, 1955.

Kununoppin Hospital—Slow Combustion Cooker (12624); 15th February, 1955; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 1st February, 1955.

Norseman School of Mines—Additions and Renovations (12625); 15th February, 1955; conditions may be seen at the Contractors' Room, P.W.D., Perth and Kalgoorlie, and Mining Registrar's Office, Norseman, on and after 1st February, 1955.

Scarborough Police Station and Quarters—Erection (12626); 15th February, 1955; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 1st February, 1955.

Carnarvon Hospital—Slow Combustion Cooker (12633); 15th February, 1955; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 1st February, 1955.

Mt. Barker Rural and Industries Bank—New Residence (12634); 15th February, 1955; conditions may be seen at the Contractors' Room, P.W.D., Perth, and at Rural and Industries Bank, Mount Barker, and Albany, on and after 1st February, 1955.

Jolimont School—Additions (12627); 22nd February, 1955; conditions may be seen at Contractors' Room, P.W.D., Perth, on and after 1st February, 1955.

Fremantle (Bundi-Kudja) Hospital—Extensive Alterations, Additions, Repairs and Renovations (12610); 22nd February, 1955; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 18th January, 1955.

Denmark School and Quarters—Repairs and Renovations (12628); 22nd February, 1955; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Albany, and Police Station, Denmark, on and after 8th February, 1955.

North Collie Primary School—New Latrines (12629); 22nd February, 1955; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Bunbury, and Clerk of Courts, Collie, on and after 8th February, 1955.

Norseman Mining Registrar's Office—Repairs and Renovations (12630); 22nd February, 1955; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Kalgoorlie, and Mining Registrar's Office, Norseman, on and after 8th February, 1955.

Boulder Police Station and Quarters—Repairs and Renovations (12631); 22nd February, 1955; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Kalgoorlie, on and after 8th February, 1955.

Wagin Native Reserve—New Ablution Block and E.C.'s. (12632); 22nd February, 1955; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Narrogin, and Clerk of Courts, Wagin, on and after 8th February, 1955.

Moora Hospital—Extensive Effluent Disposal (12636); 22nd February, 1955; conditions may be seen at the Contractors' Room, P.W.D., Perth, and at Police Station, Moora, on and after 8th February, 1955.

Pingrup New School—Erection (12637); 1st March, 1955; conditions may be seen at the Contractors' Room, P.W.D., Perth and Albany, and Clerk of Courts, Katanning, on and after 15th February, 1955.

Perth R. & I. Bank—Conversion of William Street Premises (12638); 8th March, 1955; conditions may be seen at the Contractors' Room, P.W.D., Perth, and at R. & I. Bank, Hay Street, Perth, on and after 15th February, 1955.

Purchase of Property—Partly Erected Nissen Hut, Marble Bar; 29th March, 1955; conditions may be seen at District Engineer, P.W.D., Port Hedland; Police Station, Marble Bar, and Public Works Department, Perth.

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.

4/2/55.

MAIN ROADS DEPARTMENT.

Vacancy for Secretary.

APPLICATIONS are invited for the position of Secretary, Main Roads Department.

Salary.—Classification A-I-1/2, margin £750-£825.

Qualifications.—Applicants must be members of a recognised Accountancy or Secretary's Institute, preferably both. Experience in Government Office Administration and Accounting essential.

Applications should be addressed to the Commissioner, Main Roads Department, Malcolm Street, accompanied by details of qualifications and experience before 12th February, 1955.

METROPOLITAN WATER SUPPLY, SEWERAGE AND DRAINAGE DEPARTMENT.

M.W.S. 1284/54.

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.

2049/54—Ford Street, from Third Avenue to lot 158—North-Westerly.

Bayswater Road District.

2320/54—Drynan Street, from lot 749 to lot 748—South-Easterly.

2560/54—Remah Road, from lot 798 to lot 800—North-Westerly.

2687/54—Essex Street, from Hadrill Street to Lawrence Street—South-Westerly. Lawrence Street, from Essex Street to lot 70—South-Easterly.

Belmont Park Road District.

1546/54—Peachy Avenue, from lot 39 to lot 40—South-Easterly.

Canning Road District.

559/54—Marriott Street, from lot 721 to lot 713—South-Easterly.

Fremantle Road District.

626/54—Stratton Street, from Carter Street to Cooke Street—Easterly. Mortlock Street, from Dianne Street to Cooke Street—Easterly. Cooke Street, from Healy Road to Stratton Street—Southerly. Hood Street, from Healy Road to Mortlock Street—Southerly. Weavell Street, from Healy Road to Mortlock Street—Southerly. Dianne Street, from Ommanney Street to Stratton Street—Southerly. Carter Street, from Healy Road to Stratton Street—Southerly. Ommanney Street, from lot 46 to Weavell Street—Easterly.

Gosnells Road District.

2600/54—Celebration Street, from lot 147 to lot 149—North-Easterly.

Perth Road District.

2688/54—Flamborough Street, from lot 847 to lot 848—Southerly.

2505/54—Raymond Street, from lot 145 to Thurlow Avenue—Easterly. Thurlow Avenue, from Raymond Street to lot 173—Southerly.

South Perth Road District.

2157/54—Leonora Street, from lot 115 to Henley Street—Southerly.

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 4th day of February, 1955.

B. J. CLARKSON,
Under Secretary.

BROOKTON ROAD BOARD.

Appointment of Traffic Inspector.

NOTICE is hereby given that Alexander Trevelyan Mellowship has been appointed Traffic Inspector for the Brookton Road Board.

K. C. CHITTLEBOROUGH,
Chairman.

DRAKESBROOK ROAD BOARD.

Proposed Loan No. 11.

PURSUANT to section 298 of the Road Districts Act, 1919-1951, the Drakesbrook Road Board hereby gives notice that it proposes to borrow money by the sale of debentures, on the following terms and for the following purposes:—£2,000 for 10 years, at a rate of interest not exceeding 5 per centum per annum, payable to Superannuation Board, Perth, by half-yearly instalments of principal and interest. Purpose: Graveling and bituminous surfacing of roads, drainage.

The loan is of special benefit to the Waroona (Town) Ward and the rate applicable to this loan will be levied on the Waroona (Town) Ward only.

Plans, specifications, estimates and the statement required by section 297 are open for inspection at the office of the Board during usual business hours for one month after the last publication of this notice.

Passed by resolution of the Board at a meeting held on the 14th day of January, 1955.

E. C. G. KING,
Chairman.
A. G. E. ARMSTRONG,
Secretary.

ROAD DISTRICTS ACT, 1919-1951.

Canning Road Board.

Department of Local Government,
Perth, 27th January, 1955.

L.G. 1348/52.

IT is hereby notified, for general information, that His Excellency the Governor has approved of the purchase of a motor grader, a tractor with front-end loader, a road broom, a set of three gang mowers, and a moveable set of surface irrigation piping, as a work and undertaking for which money may be borrowed under Part VII of the Road Districts Act, 1919-1951, by the Canning Road Board.

GEO. S. LINDSAY,
Secretary for Local Government.

ROAD DISTRICTS ACT, 1919-1951.

Drakesbrook Road Board.

Department of Local Government,
Perth, 27th January, 1955.

L.G. 2417/52.

IT is hereby notified, for general information, that His Excellency the Governor has approved of repairs and improvements to the Wagerup Memorial

Hall, reserve number 21411, as a work and undertaking for which money may be borrowed under Part VII of the Road Districts Act, 1919-1951, by the Drakesbrook Road Board.

GEO. S. LINDSAY,
Secretary for Local Government.

ROAD DISTRICTS ACT, 1919-1951.

Kwinana Road Board.

Department of Local Government,
Perth, 27th January, 1955.

L.G. 63/54.

IT is hereby notified, for general information, that His Excellency the Governor has approved of (a) the erection of a dwelling for the Commissioner on reserve number 23990; (b) the purchase of a dwelling on Kwinana Lot M.796, as works and undertakings for which money may be borrowed under Part VII of the Road Districts Act, 1919-1951, by the Kwinana Road Board.

GEO. S. LINDSAY,
Secretary for Local Government.

ROAD DISTRICTS ACT, 1919-1951.

Kulin Road Board.

Department of Local Government,
Perth, 27th January, 1955

L.G. 3064/52.

IT is hereby notified, for general information, that His Excellency the Governor has approved of the erection of a public hall on Williams Location 1174 as a work and undertaking for which money may be borrowed under Part VII of the Road Districts Act, 1919-1951, by the Kulin Road Board.

GEO. S. LINDSAY,
Secretary for Local Government.

ROAD DISTRICTS ACT, 1919-1951.

Manjimup Road Board.

Department of Local Government,
Perth, 27th January, 1955.

L.G. 259/52.

IT is hereby notified, for general information, that His Excellency the Governor has approved of extensions and additions to the Northcliffe Hall (lots 77 and 78) as a work and undertaking for which money may be borrowed under Part VII of the Road Districts Act, 1919-1951, by the Manjimup Road Board.

GEO. S. LINDSAY,
Secretary for Local Government.

ROAD DISTRICTS ACT, 1919-1951.

Merredin Road Board.

Department of Local Government,
Perth, 27th January, 1955.

L.G. 907/52.

IT is hereby notified, for general information, that His Excellency the Governor has approved of the subsidising of community centres at Nukarni, Nankeen, Hines Hill, Burracoppin, Muntadgin, Korbel, Nokaning and the youth club and community centre, Merredin, as works and undertakings for which money may be borrowed under Part VII of the Road Districts Act, 1919-1951, by the Merredin Road Board.

GEO. S. LINDSAY,
Secretary for Local Government.

ROAD DISTRICTS ACT, 1919-1951.

Rockingham Road Board.

Department of Local Government,
Perth, 27th January, 1955.

L.G. 1186/52.

IT is hereby notified, for general information, that His Excellency the Governor has approved of the purchase of a tractor equipped with hydraulic tip

trailer and hitch assembly as a work and undertaking for which money may be borrowed under Part VII of the Road Districts Act, 1919-1951, by the Rockingham Road Board.

GEO. S. LINDSAY,
Secretary for Local Government.

ROAD DISTRICTS ACT, 1919-1951.

Victoria Plains Road Board.

Department of Local Government,
Perth, 27th January, 1955.

L.G. 57/52.

IT is hereby notified, for general information, that His Excellency the Governor has approved of the erection of a house for an employee of the Board as a work and undertaking for which money may be borrowed under Part VII of the Road Districts Act, 1919-1951, by the Victoria Plains Road Board.

GEO. S. LINDSAY,
Secretary for Local Government.

SUPERANNUATION, SICK, DEATH, INSURANCE GUARANTEE AND ENDOWMENT (LOCAL GOVERNING BODIES' EMPLOYEES) FUNDS ACT, 1947.

Drakesbrook Road Board.

Department of Local Government,
Perth, 27th January, 1955.

L.G. 484/54.

HIS Excellency the Governor in Executive Council, acting under the provisions of section 3 of the Superannuation, Sick, Death, Insurance Guarantee and Endowment (Local Governing Bodies' Employees) Funds Act, 1947, has been pleased to approve of the endowment scheme described in the First Schedule hereto and formulated by the Drakesbrook Road Board (a corporation within the meaning and for the purpose of the said Act); and further to approve the agreements described in the Second Schedule hereto as necessary or convenient for carrying into operation or for facilitating the operation of the endowment scheme.

GEO. S. LINDSAY,
Secretary for Local Government.

First Schedule.

Drakesbrook Road Board Scheme, dated the 10th day of December, 1954, for establishing and administering an endowment fund under the provisions of the Superannuation, Sick, Death, Insurance Guarantee and Endowment (Local Governing Bodies' Employees) Funds Act, 1947, and the regulations made thereunder and published in the *Government Gazette* on the 2nd day of August, 1949.

Second Schedule.

Agreement between the Australian Mutual Provident Society and the Committee of the Drakesbrook Road Board Staff Contributing Endowment Fund dated 10th day of December, 1954.

POTATO GROWING INDUSTRY TRUST FUND ACT, 1947-1954.

Department of Agriculture,
Perth, 26th January, 1955.

Ex. Co. No. 15.

HIS Excellency the Governor in Executive Council, acting pursuant to section 12 of the Potato Growing Industry Trust Fund Act, 1947-1954, has been pleased to approve of the appointment of Mr. J. W. Littlefair, of Eastbrook, to fill the vacancy created by the resignation of G. A. Hard as a member of the Potato Growing Industry Trust Fund Committee for the unexpired period ending 30th September, 1955.

G. K. BARON HAY,
Director of Agriculture.

Approved by His Excellency the Governor in Executive Council, 26th January, 1955.

E. P. FOREMAN,
Acting Clerk of the Council.

MARKETING OF BARLEY ACT, 1946-1952.

To Producers.

PLEASE take notice that it is intended to hold an election for an elective member of the Western Australian Barley Marketing Board.

Election Day—Wednesday, 13th April, 1955.

Nomination Day—Noon, Friday, 18th March, 1955.

Producers eligible for enrolment and desiring to vote at this election are hereby notified that if they are not already enrolled, to make application for such enrolment, in writing, on the prescribed application forms, which are obtainable from the Returning Officer. The completed application form must be in the hands of the Returning Officer, care of State Electoral Office, 62 Barrack Street, Perth, by noon Friday, 25th February, 1955.

D. L. FORSYTH,
Returning Officer.

1st February, 1955.

VERMIN ACT, 1918-1953.

Albany Road and Vermin Board.

NOTICE is hereby given that the destruction of rabbits on all properties within the Albany Road Board District must commence forthwith and continue until further notice on lands owned or occupied and upon roads bounding or intersecting such land, to the satisfaction of the Vermin Inspector.

The means to be adopted for eradication purposes is to be by laying of poison baits, fumigation and the destruction of warrens.

Dated this 28th day of January, 1955.

B. E. LANGE,
Chairman Albany Road and
Vermin Board.

WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD.

Accepted Tenders.

| Tender Board No. | Date. | Contractor. | Schedule No. | Particulars. | Department concerned. | Rate. |
|------------------|------------------|---|-----------------|---|---------------------------|--|
| 1525/54 | 1955. Jan. 27 | J. & E. Ledger, Pty., Ltd. | 688A, 1954 | Supply of Compressor Condensing Unit. Delivered Institute of Agriculture, University— Item 1 Item 2 | Public Works | £295 12s. £110. |
| 1401/54 | Jan. 28 | Comet Motors, Pty., Ltd. Attwood Motors, Pty., Ltd. Winterbottom Motor Co., Ltd. Lynas Motors Pty., Ltd. | 6140 A, 1954 | Supply and Delivery of Motor Vehicles as follows :- Item 1 Item 2 and 4 Item 3 and 6 Item 5 | Metropolitan Water Supply | Rates on application. do. do. do. do. do. do. |

WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD—continued.

Accepted Tenders.—continued.

| Tender Board No. | Date. | Contractor. | Schedule No. | Particulars. | Department concerned. | Rate. |
|------------------|---------|--|---------------|--|------------------------------|-----------------------------|
| 1955. 1325/54 | Jan. 27 | .... | 565A, 1954 | Supply of Equipment for Northam High School as follows :— Item 1 | Public Works | £84 10s. |
| | | Western Machinery Pty., Ltd. | .... | Item 1 (part only) | .... | £6 10s. |
| | | McPhersons Ltd. | .... | Item 2 | .... | £245 17s. each. |
| | | McPhersons Ltd. | .... | Item 3 | .... | £42 15s. |
| | | Harris Scarfe & Sandovers, Ltd. | .... | Item 4 | .... | £10. |
| | | Electronic Industries Ltd. | .... |  | .... |  |
| 1164/54 | Jan. 28 | Harris, Scarfe & Sandovers, Ltd. | 472A, 1954 | Supply of 1 only Carlisle Heavy Duty Road Grader part Item 1 | Public Works | £7,445. |
| 1103/54 | do. | Austral Standard Cables Pty., Ltd. | 450A, 1954 | Supply of Telephone Cable, delivered, F.O.B., Melbourne— Item 1 (a) | W.A.G.R. Commission | £1,429. per mile. |
| | | | | Item 2 (a) | .... | £364 per mile. |
| 1146/54 | do. | Gilbert Lodge & Co., Ltd. | 471A, 1954 | Supply of 1 only Dawson Drive Through Bus Washing Plant complete with accessories | Tramways and Ferries | £4,959. |
| 1694/54 | Jan. 27 | W. E. Dye | 757A, 1954 | Purchase and Removal of Secondhand 1948 Model 12 cwt. Chevrolet Utility (Eng. No. 211219) | Lands | £402. |
| 1167/54 | do. | Atkins (W.A.), Ltd. | 478A, 1954 | Supply of Equipment as follows :— Item 1 | Public Works | £615 less 10%. |
| | | | | Item 2 | .... | £32 less 10%. |
| 1309/54 | Jan. 28 | .... | 569A, 1954 | Tuning of Pianos in District Schools as follows :— Groups 1, 2, 3 and 10 | Education | Rates on application. |
| | | Snadens Pianos Pty., Ltd. | .... | Group 4 | .... | do. do. |
| | | J. E. Stevens | .... | Groups 6, 7, 8, and 9 | .... | do. do. |
| 1308/54 | do. | B. O. Jacobs | .... | Supply of 1 only Lawton Model PFT 90 Fork Lift Truck complete with accessories | C.I.S.I. | £4,198. |
| 1422/54 | do. | W.A. Industrial Sales & Services Co., Ltd. | 558A, 1854 | Supply of 200 only 6 in. cast iron Sluice Valves— Item 3 alternative B | Metropolitan Water Supply | £28 4s. each. |
| 1524/54 | do. | M. B. John, Ltd. | 618A, 1954 | Supply of 1 only Leyland Diesel powered motor truck complete with auxiliary gear box | State Saw Mills | £5,620. |
| 1521/54 | do. | West End Motors, Ltd. | 694A, 1954 | Supply of 8,000 $\frac{3}{4}$ in. type "A" Water Meters | Metropolitan Water Supply | £7 15s. 6d. |
| 1512/54 | Jan. 27 | Dobbie Dico Meter Co., Ltd. | 683A, 1954 | Supply of Electric Motors and Starters. Details of accepted Tenders and Prices may be obtained on application | State Saw Mills | |
| 1564/54 | Jan. 28 | Various | 690A, 1954 | Supply of Fuses and Cartridges as follows :— Items 1 to 8 (inclusive) | State Electricity Commission | Rates on application. |
| 1707/54 | do. | Carlyle & Co. | 693A, 1954 | Supply of 1,000 tons of Shell Diesel Fuel Oil, delivered ex-Tankers, Wyndham | Wyndham Meat Works | 340s. per ton of 2,240 lbs. |
| 1560/54 | do. | The Shell, Co., Aust., Ltd. | 772A, 1954 | Supply and Delivery of Gas Oil to Gas Works, East Perth, in such quantities as may be required during period 1st January, 1955 to 31st March, 1955— Item 1 (part only) | State Electricity Commission | Rates on application. |
| | | | | Item 1 (part only) | .... |  |
| 1654/54 | do. | Caltex Oil Co., Ltd. | .... | Purchase and Removal of surplus Bolts and Nuts as follows :— Item 1 to 8 (inclusive) | Tramways and Ferries | do. do. |
| | | Vacuum Oil Co., Ltd. | .... | Items 12 to 22 | .... |  |
| 1107/54 | do. | McLean, Bros., & Rigg, Ltd. | 744A, 1954 | Manufacture, Testing at Works, Supply and Delivery to site at Bunbury, erection and putting into service Transformers as follows:—2 only Transformers Automatic on Load Tap Changing Equipment | State Electricity Commission | £26,211 each. |
| | | Helios Heavy Electrical Engineering Contracting, Co. | 466A, 1954 | | | |

WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD—*continued.**Cancellation of Contract.*

| Tender Board No. | Date. | Contractor. | Particulars. |
|------------------|---------|-----------------|--|
| 1423/54 | Jan. 27 | A. Bennett | Schedule No. 636A, 1954.—Purchase and Removal of Secondhand 1946 Model Ford Prefect Car. (Eng. No. 226636) |

Tenders for Government Supplies.

| Date of Advertising. | Schedule No. | Supplies Required. | Date of Closing. |
|----------------------|--------------|---|------------------|
| 1955. | | | 1955 |
| Jan. 28 | 28A, 1955 | Mortuary Tables | Feb. 10 |
| Jan. 28 | 29A, 1955 | Tubular Framed Lounge Chairs | Feb. 10 |
| Jan. 28 | 31A, 1955 | Orderlies Uniforms for R.P.H. | Feb. 10 |
| Jan. 28 | 32A, 1955 | Dining Chairs (104 only) | Feb. 10 |
| 1954. | | | |
| Nov. 16 | 686A, 1954 | Boiler Feed Pumps and Valve Equipment for Bunbury Generating Station (also available from Agent General and for inspection at Liaison Offices) | Feb. 17 |
| Dec. 17 | 751A, 1954 | Water Clarifiers for Country Towns Water Supply | Feb. 17 |
| 1955. | | | Extended to |
| Jan. 14 | 11A, 1955 | Water Meters, 1 in., 1½ in., 2 in. and 4 in. | Feb. 17 |
| Jan. 28 | 35A, 1955 | Continuous Electric Photo. Printing Machine | Feb. 17 |
| Jan. 14 | 10A, 1955 | 3-phase Rectifiers and Control Equipment, for S.E.C. | Feb. 24* |
| 1954. | | | |
| Nov. 26 | 707A, 1954 | Automatic Telephone Exchanges and Subscriber Equipment (also available from Agent General and for inspection at Liaison Offices) | Feb. 24 |
| 1955. | | | Feb. 24 |
| Feb. 4 | 38A, 1955 | Sterilisers for R.P.H. Laboratories | Mar. 3 |
| Jan. 28 | 37A, 1955 | 50 tons Cotton Waste for W.A.G.R. Commission (also available for issue at Liaison Offices) | Mar. 17 |
| 1954. | | | |
| Dec. 14 | 745A, 1954 | Demineralisation Type Water Treatment Plant for Bunbury Generating Station (also available from Agent General and for inspection at Liaison Offices)* | Mar. 17 |
| 1955. | | | |
| Jan. 25 | 27A, 1955 | Water Pipes—1 in. to 6 in. nom. dia. (Also available from Agent General and for inspection at Liaison Offices) | Mar. 24 |
| Feb. 4 | 39A, 1955 | Wood Working Machinery for Wood Mill at Midland Junction Workshop (also available from Agent General and for inspection at Liaison Offices) | Apr. 4 |

* Documents chargeable at £1 ls. for the first set and 5s. 3d. for any subsequent issues.

Addresses.

Agent General for W.A.,
115 The Strand,
LONDON, W.C. 2.

W.A. Government Liaison Officer—Melbourne.
Room 13, First Floor,
M.L.C. Buildings,
305 Collins Street.

W.A. Government Liaison Officer—Sydney.
Room 105, 82 Pitt Street.

For Sale by Tender.

| Date of Advertising. | Schedule No. | For Sale. | Date of Closing. |
|----------------------|--------------|--|------------------|
| 1955. | | | 1955. |
| Jan. 21 | 23A, 1955 | Secondhand Plant ex W.S.L.S. Depot, Mt. Barker | Feb. 10 |
| Jan. 21 | 24A, 1955 | 1937 Model Ford 2 ton Table Top Truck | Feb. 10 |
| Jan. 28 | 30A, 1955 | Chevrolet Blitz Wagon | Feb. 10 |
| Jan. 28 | 34A, 1955 | 5 cubic. ft. Concrete Mixer | Feb. 10 |
| Jan. 14 | 15A, 1955 | 18 only Riding Saddles | Feb. 10 |
| Jan. 28 | 36A, 1955 | Chevrolet and Holden Sedans | Feb. 10 |

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.

3rd February, 1955.

A. H. TELFER,
Chairman.

APPOINTMENTS.

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

Registrar General's Office,
Perth, 2nd February, 1955.

THE following appointments have been approved:—

R.G. No. 186/53—Constable William Keith George Smith, as Assistant District Registrar of Births and Deaths for the Northam Registry District, to maintain an office at Toodyay, during the absence on leave of Constable Keith Ronald Parkin; appointment to date from 8th January, 1955.

R.G. No. 161/53—Constable Anthony Thomas Charles Mott, as Assistant District Registrar of Births and Deaths for the Northam Registry District, to maintain an office at Kellerberrin, *vice* Constable Alexander Thomson, resigned; appointment to date from 21st January, 1955.

R.G. No. 138/53—Constable Ralph Hamilton Sharp, as District Registrar of Births, Deaths and Marriages for the East Murchison Registry District, to maintain an office at Wiluna, *vice* Mr. Charles Alexander Fisher, transferred; appointment to date from 28th January, 1955.

R.G. No. 173/53—Sergeant Albert Theodore Naylor, as Assistant District Registrar of Births and Deaths for the Plantagenet Registry District, to maintain an office at Mt. Barker, during the absence on leave of Sergeant Leslie William Menhennett; appointment to date from 4th January, 1955.

R. J. LITTLE,
Registrar General.

MINING ACT, 1904-1952.

Appointments.

Department of Mines,
Perth, 26th January, 1955.

HIS Excellency the Governor in Executive Council has been pleased to approve the following appointments, *viz.*:—

407/49—Carroll, Lawrence John, as Acting Mining Registrar, Meekatharra, *vice* W. Y. R. Gannon, transferred, to date from the 17th day of December, 1954.

97/55—Williams, Edwin Gordon, as Acting Mining Registrar, Marble Bar, during the absence of the Mining Registrar on leave, to date from the 17th day of December, 1954.

3254/33—Police Constable Patrick Joseph Henwood, as Acting Deputy Mining Registrar, Laver-ton, during the absence of the Deputy Mining Registrar on leave, to date from the 3rd day of January, 1955.

3468/35—Police Constable Alan Robert Marshall, as Acting Mining Registrar, Onslow, during the absence of the Mining Registrar on leave, to date from the 1st day of January, 1955.

221/32—Police Sergeant Gordon Copley Reade, as Bailiff of the Warden's Court, Southern Cross, *vice* Police Sergeant Leonard Drury Thompson, transferred, to date from the 20th day of December, 1954.

2190/31—Police Constable John Allan Smith, as Deputy Mining Registrar and Bailiff of the Warden's Court, Westonia, *vice* Police Constable Edward Thomas Whitney, transferred, to date from the 24th day of December, 1954.

(Sgd.) A. H. TELFER,
Under Secretary for Mines.

MINING ACT, 1904-1952.

Department of Mines,
Perth, 26th January, 1955.

IT is hereby notified that, in accordance with the provisions of the Mining Act, 1904-1952, His Excellency the Governor in Executive Council has been pleased to deal with the undermentioned Leases, Applications for Leases, Surrenders, Refusal, Reinstatement, Tailings License, Authority to Mine and Temporary Reserves, Forfeitures for Non-payment of Rent, as shown below.

(Sgd.) A. H. TELFER,
Under Secretary for Mines.

The undermentioned applications for Gold Mining Leases, were approved subject to survey:—

| Goldfield. | District. | No. of Application. |
|------------------------|------------------------|---|
| Broad Arrow ..... | ..... | 2284W*. |
| East Coolgardie | East Coolgardie | 6534E*, 6535E*, 6536E*. |
| Mount Margaret | Mount Margaret | 2564T*. |
| Murchison | Meekatharra | 1963N*. |
| North Coolgardie | Niagara | 936G*. |
| North Coolgardie | Ullaring | 1164U*, 1165U*. |
| Pilbara | Marble Bar | 1135, 1136*. |
| Yilgarn ..... | ..... | 4364*. |
| Yilgarn | Private Property | 82P.P.*, 83P.P.*, 84P.P.*, 85P.P.*, 86P.P.*, 87P.P.*. |

The undermentioned application for a Mineral Lease was refused:—

| Mineral Field. | District. | No. of Lease. | Name of Lease. | Lessee. |
|-------------------|------------------------|---------------|----------------|--|
| Northampton | Private Property | 52P.P. | Cow Rock | Anglo-Westralian Mining Pty., Limited. |

* Conditionally.

The surrender of the undermentioned Gold Mining Leases was accepted :—

| Goldfield. | District. | No. of Lease. | Name of Lease. | Lessees. |
|----------------------|-----------------------|---------------|-----------------------|--|
| Coolgardie | Coolgardie | 5950 | Determination | Mills, Stanley Crawford. |
| East Coolgardie | East Coolgardie | 4508E | Lake View East | Lake View and Star, Limited. |
| East Murchison | Black Range | 1108B | North East Extended | Ross, Hugh McKenzie. |
| East Murchison | Black Range | 1109B | North End East | Ross, Hugh McKenzie. |
| Yilgarn | Private Property | 77P.P. | Mt. Lookout | Finucane, Michael Thomas ; Bishop, Eric William Henry ; Holliday, William Alex- ander. |
| Yilgarn | Private Property | 78P.P. | Mt. Lookout West | Finucane, Michael Thomas ; Bishop, Eric William Henry ; Holliday, William Alex- ander. |

The forfeiture of the undermentioned Gold Mining Lease for non-payment of rent, published in the *Government Gazette* of 14th September, 1954, was declared cancelled, and the Lessee re-instated as of his former estate :—

| Goldfield. | District. | No. of Lease. | Name of Lease. | Lessee. |
|---------------------|---------------------|---------------|----------------------|--------------------------|
| Mount Margaret | Mount Margaret | 2527T | Beria Main Lode | Sullivan, Lincoln James. |

The undermentioned application for a License to Treat Tailings or Mining Material was approved conditionally :—

| No. | Corres. No. | Licensee. | Goldfield. | Locality. | Period. |
|--------------|-------------|-----------------------|----------------|-------------|--|
| 1302H (2/54) | 1088/54 | Woosnam, Harry George | East Murchison | Wiluna | Twelve months from 1st February, 1955. |

The undermentioned application for Authority to Mine on reserved and exempted land was approved :—

| No. | Corres. No. | Occupant. | Authorised Holding. | Goldfield. | Locality. |
|-------------|-------------|----------------------|---------------------|-----------------|-------------|
| 966H (1/54) | 1317/54 | Maxwell, Joseph | P.A. 6926 | Coolgardie | Coolgardie. |

The authority granted to occupy conditionally the undermentioned Temporary Reserves has been extended :—

| No. | Corres. No. | Occupier. | Term. | Locality. |
|-------|-------------|-------------------------------------|--|---|
| 1226H | 1442/48 | Western Mining Corporation, Limited | Twelve months from 20th December, 1954 | South of Kalgoorlie, East Coolgardie Goldfield. |
| 1412H | 837/54 | Bell Bros. Pty., Ltd. | Six months from 10th November, 1954. | Hampton Plains, Coolgardie fields. |
| 1418H | 1009/54 | Bell Bros. Pty., Ltd. | Six months from 6th December, 1954. | Mt. Rose, West Kimberley Goldfield. |

IT is hereby notified that in accordance with the provisions of the Mining Act, 1904-1952, His Excellency the Governor in Executive Council has been pleased to renew for a further period of twenty-one years from the 1st day of January, 1955, the Gold Mining Leases shown below :—

| Goldfield. | District. | No. of Lease. |
|----------------------|----------------------|---------------|
| Coolgardie | Coolgardie | 5324, 5325. |
| Dundas .... | ..... | 1367, 1387. |
| East Coolgardie | East Coolgardie | 5531E. |
| Yalgoo .... | ..... | 1063. |
| Yilgarn .... | ..... | 3519. |

AGREEMENT.

(Registered 17th December, 1954.)

THIS Agreement, made in pursuance of the Industrial Arbitration Act, 1912-1952, this 16th day of December, 1954, between the Government Printer of Western Australia (hereinafter referred to as "the Government Printer") of the one part, and the Civil Service Association of Western Australia (Incorporated) (hereinafter referred to as "the Association") of the other part, witnesseth as follows:—

1.—Title.

This Agreement shall be known as the Government Printing Office Foremen's Agreement, and supersedes the Agreement of the 4th day of March, 1948, as amended on the 13th day of August, 1952.

2.—Arrangement.

1. Title.
2. Arrangement.
3. Scope.
4. Hours.
5. Overtime.
6. Wages.
7. Senior Foreman.
8. Conditions of Service.
9. Term of Agreement.

3.—Scope.

This Agreement shall apply to the following officers in the employ of the Government Printer:—

Foreman, Composing Room.
Foreman, Bindery.
Foreman, Machine Room.
Head Reader.
Foreman Engineer.

4.—Hours.

The hours of duty shall be forty (40) per week and shall be worked between the following hours on five (5) days of the week (Monday to Friday, inclusive):—8 a.m. to 12 noon and 12.45 p.m. to 4.45 p.m.

5.—Overtime.

Overtime shall mean all time worked in excess of and outside recognised working hours by direction of the Government Printer, and shall be paid for on the following basis:—

(1) (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.

(2) All time worked on Sundays shall be paid for at double time rates.

Provided that overtime shall not be construed as meaning the additional time up to a maximum of two (2) hours in each week usually and necessarily worked by foremen as part of their ordinary duties prior to and after the usual starting and finishing times.

6.—Wages.

- (a) Basic Wage—£12 6s. 6d. per week.
- (b) Foremen shall be paid margins in accordance with the following:—
 - (i) Foreman Composing Room, Foreman Bindery, Foreman Machine Room, Head Reader—Range £375-£400-£425.
 - (ii) Foreman Engineer—Range £325-£350-£375.
 - (iii) Progression from the minimum to the maximum of the ranges shall be by annual increments subject to the Government Printer being satisfied as to the good conduct, diligence and efficiency of each officer concerned.

7.—Senior Foreman.

The officer who has had the longest period of service in the employ of the Government Printer in the capacity of Foreman Composing Room or Foreman Bindery or Foreman Machine Room shall be recognised as the Senior Foreman, and shall be paid an additional margin at the rate of 10s. per week.

The occupants of the positions of Head Reader or Foreman Engineer shall not be entitled to recognition as Senior Foreman.

8.—Conditions of Service.

In all matters relating to the general conditions of their service, except as provided herein, all members of the Association bound by this Agreement shall be governed by the conditions, rights, privileges and obligations as are prescribed for Public Servants employed under the Public Service Act, 1904-1953, and the regulations made thereunder.

9.—Term of Agreement.

This Agreement shall be for a term of one year commencing from the 16th December, 1954.

Provided that either party to this Agreement may negotiate with the other party to amend or add to this Agreement, and if both parties agree, such Agreement shall be concurrent with this Agreement.

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

Signed by the Government
Printer of Western Australia—

W. H. WYATT.

Witness—F. W. Byfield.

The Common Seal of the
Civil Service Association of
Western Australia (Incorporated)
was hereunto affixed in the presence of—

A. J. FRASER,
Trustee.[L.S.] R. R. ELLIS,
Trustee.N. G. HAGAN,
General Secretary.

IN THE MATTER OF THE INDUSTRIAL ARBITRATION ACT, 1912-1952, and in the matter of an application by the Electrical Contractors' Association of Western Australia (Union of Employers) for cancellation of its registration.

HAVING read the abovementioned application, there being no party desiring to be heard in objection, and having satisfied myself that the requirements of the said Act and the regulations made thereunder have been complied with, and acting in pursuance of the powers conferred upon me by section 29 (1) of the above Act, I hereby cancel the registration of The Electrical Contractors' Association of Western Australia (Union of Employers) as from the date hereof.

Dated this 28th day of January, 1955.

(Sgd.) S. C. BRUCE,
Assistant Registrar of Industrial Unions.

ERRATUM.

IN THE COURT OF ARBITRATION
OF WESTERN AUSTRALIA.

IN the publication of Order No. 198 of 1954, between Australian Workers' Union Westralian Branch, Industrial Union of Workers and the Minister for Works; Fremantle Harbour Trust Commissioners, State Shipping Service at page 2045 of the *Government Gazette* (No. 58) of the 10th December, 1954, insert "and by consent," before the word "and" appearing in the 14th line.

R. BOWYER,
Clerk of the Court of Arbitration.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 4 of 1954.

Between Amalgamated Engineering Union of Workers, Perth Branch, Amalgamated Engineering Union of Workers, Kalgoorlie Branch, Amalgamated Engineering Union of Workers, Collie Branch, State Executive, Australasian Society of Engineers' Industrial Association of Workers, Electrical Trades Union of Workers of Australia (Western Australian Branch), Perth, and Electrical Trades Union of Workers of Australia (Western Australian Goldfields Sub-Branch), Kalgoorlie, Applicants, and Minister for Works, Minister for Water Supply, Sewerage and Drainage, and others, 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 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 herein it shall be taken to mean and include "Agreement.")

1.—Title.

This Award shall be known as the "Engineering Trades' (Government Employees) Award."

2.—Arrangement.

1. Title.
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3.—Term.

The term of this Award shall be for a period of one (1) year from the beginning of the first pay period commencing on or after the 13th December, 1954.

4.—Area.

This Award shall apply to cover the whole of the State of Western Australia.

5.—Definitions.

(1) "Casual worker" means a worker employed for less than one week.

(2) "Toolmaker" means a tradesman making and/or repairing any precision tool, gauge, die or mould to be affixed to any machine, who designs or lays out his work and is responsible for its proper completion.

(3) "Motor mechanic" means a worker engaged in making, repairing, altering, assembling (except assembling for the first time in Australia) and/or testing the metal parts (including electric) of the engines and/or chassis on motor cars or other motor vehicles.

(4) "Electrical lineman" means a worker engaged (with or without labourers assisting) in erecting poles for electric wires, or erecting wires or cables on poles, or over buildings, or tying it or them to insulators, or adjoining or insulating it or them, or doing any work on electric poles off the ground, but no lineman shall be allowed to work on live wires carrying a pressure of over 110 volts without an assistant.

(5) "Process worker" means a worker engaged on repetition work on any automatic, semi-automatic, or single purpose machine, or any machine fitted with jigs, gauges, or other tools rendering operations mechanical, or in the assembling of parts of mechanical appliances or other metallic articles so made, or any repetitive hand processes.

6.—Workers Performing Higher Duties.

(a) A worker engaged for more than one-half ($\frac{1}{2}$) of one (1) day or shift on duties carrying a higher rate than his ordinary classification shall be paid the higher rate for such day or shift; if employed for one-half ($\frac{1}{2}$) or less than half ($\frac{1}{2}$) of one (1) day or shift, he shall be paid the higher rate for the time actually worked: Provided, however, that acting time of less than twenty (20) minutes in any one (1) day or shift shall not be counted.

(b) Should any worker be required to perform work in a lower grade, his wage shall not be reduced whilst employed in such capacity.

7.—Contract of Service.

(a) The contract of service shall be by the day and shall be terminable by one (1) day's notice on either side, except in the case of a casual worker, when one (1) hour's notice shall suffice.

(b) The employer shall be under no obligation to pay for any day not worked on which the worker is required to present himself for duty, except such absence from work is due to illness and comes within the provisions of clause 8, or such absence is on account of holidays to which the worker is entitled under the provisions of the Award.

(c) This clause does not affect the right to dismiss for misconduct and in such case wages shall be paid up to the time of dismissal only.

(d) When a worker is discharged before the usual pay day, he shall be paid his wages when he ceases work, or it shall be forwarded to his address the day after by registered post, at the employer's risk, unless the worker desires to collect at the office.

8.—Sick Leave.

(a) (i) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health for one-twelfth 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) The 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 benefit 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.

9.—Annual Leave and Holidays.

(1) 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.

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.

(b) 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.

(c) 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.

(d) "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.

(e) (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 deductions 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.

(f) 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 essential.

(g) 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 length of his service up to the date of the termination of his services.

(h) Workers regularly working for the Government North of the South latitude 26 shall be allowed to accumulate annual leave for two (2) years, subject to the convenience of the Department. Such workers who proceed to Fremantle and Geraldton during the period of such leave shall be allowed once in each two (2) years reasonable travelling time on the forward and return journeys between the place of their employment and either of the said ports.

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

(2) 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, Sovereign's Birthday, Christmas Day and Boxing Day.

(b) (i) 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.

(ii) 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.

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

(c) When a worker is off duty owing to leave without pay or sickness, including accidents on or off duty, except time for which he is entitled to claim sick pay, any holiday falling during such absence shall not be treated as a paid holiday. Where the worker is on duty or is available on the working day immediately preceding a holiday, or resumes duty or is available on the working day immediately following a holiday, as prescribed in this clause, the worker shall be entitled to a paid holiday on all such holidays.

(d) A casual worker shall not be entitled to payment for any holiday referred to in this subclause.

10.—Apprentices.

(a) The employment of apprentices shall be governed by the provisions of the Schedule annexed hereto.

(b) Apprentices shall be allowed to the following trades:—

- Blacksmithing
- Coppersmithing
- Patternmaking
- Motor mechanics
- Tractor mechanics
- Turner and/or iron machinist
- Electrical fitting
- Electrical installing
- Fitting, including meter fitting
- Automotive electrical fitting
- First class welding.

(c) No apprentice under the age of 18 years shall be required to work overtime unless he so desires.

(d) The maximum number of apprentices allowed to any employer in any branch shall be in the proportion of one (1) to every three (3) or fraction of three (3) tradesmen employed by him in that branch: Provided that the fraction of three (3) shall not be less than one (1).

Provided, further, that any employer adequately equipped to teach apprentices may, with the consent of a committee consisting of a representative of the employer concerned, a representative of the Unions concerned, with the Industrial Registrar as Chairman, take on new apprentices up to the proportion of one to each journeyman employed.

(e) For the purpose of ascertaining the number of apprentices allowed to be taken at any time, the average number of tradesmen employed on all working days of the six (6) months immediately preceding such time shall be deemed to be the number of tradesmen employed.

(f) Notwithstanding anything contained in this Award to the contrary, if through lack of work any employer is unable at any time to find employment and training for an apprentice, and if a transfer to another employer cannot be arranged, the obligations and duties imposed by the indenture may, with the concurrence of the apprentice, his guardian, and the Union, be suspended for a period agreed upon or if no such agreement is arrived at, may be cancelled by the Committee as stated in subclause (d) of this clause. The onus of proof of circumstances justifying such cancellation shall be on the employer.

This provision shall be deemed to be included in all contracts of apprenticeship now existing and also in all future contracts entered into.

11.—No New Designation.

No new designation shall be introduced during the currency of this Award so as to reduce the status of any worker covered thereby.

12.—Shop Stewards.

Subject to the recognition of properly constituted authority, shop stewards, to be appointed by the Union, shall be recognised by the management. The management shall be notified in writing by the Union of the stewards appointed.

13.—Hours of Duty.

(a) (i) The week's work shall consist of forty (40) hours and shall be worked in five (5) or five and a half (5½) days, as agreed between the parties.

(ii) The normal hours of labour shall, in the case of a five (5) day week, be worked in eight (8) hours each day, Monday to Friday inclusive; in the case of a five and a half (5½) day week, the forty hours may be worked as mutually agreed between the Union and the employer concerned.

(iii) The hours specified in subclause (a) shall, except in the case of shift work, or as otherwise provided, be worked between 7 a.m. and 5.30 p.m., except on Saturdays, when work shall finish at noon and where any respondent and the Union mutually agree to some other starting and finishing time.

(b) A meal interval shall not exceed one (1) hour.

(c) (i) 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.

(ii) 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.

(d) The employer may require any worker to work reasonable overtime at overtime rates, and such worker shall work overtime in accordance with such requirements.

(ii) The Union or worker, or workers covered by this 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 subclause.

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

(iv) Notwithstanding the provisions of paragraphs (i), (ii) and (iii) hereof, nothing in this subclause shall affect the operation of any existing clause in this Award providing for overtime.

14.—Overtime, Sunday Time and Holidays.

(a) (i) All time worked in excess of or outside of the usual working hours shall be paid at the rate of 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: Provided also that workers called upon to start work within an hour and a half of the usual starting time shall be paid at time and a half until the usual starting time.

(ii) Where work other than shift work and other than work performed as provided in clause 13 (a) (iii) hereof, is done on Saturdays, the worker 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.

(b) When an employee is required for overtime duty in excess of one hour after the usual ceasing time without being notified the previous day, he shall be supplied with any meal required or be paid 3s. for such meal. This subclause shall not apply to workers residing within a radius of one-half mile of the works.

Workers required to start work at 12 midnight until 6.30 a.m. and ordered back to work at 8 a.m. the same day, shall be paid three shillings (3s.) for breakfast.

(c) All time worked during the usual meal time by any worker shall be paid at overtime rates, and such rates shall continue until the worker knocks off for his meal.

(d) A worker called back after completing a day's work, or called out on a Saturday or Sunday, shall be paid a minimum of two (2) hours at overtime rates, but if he is called out more than once within any period of two (2) hours of a call, he shall not be entitled to any further payment for time worked within the period of two (2) hours from the time when he commenced work in response to his first call.

(e) For all work done on Sunday, double time shall be paid with a minimum of two (2) hours.

(f) Notwithstanding anything hereinbefore contained—

(1) systematic overtime in the State Engineering Works and Jewell Street Workshops of the Plant Engineer shall not be worked but in the case of emergency as hereinafter defined overtime may be worked in such workshops aforesaid subject to the following terms and conditions. The term emergency includes—

- (a) a condition caused by a breakdown of machinery or plant which, unless repaired outside ordinary working hours, will hold up normal production;
- (b) a condition due to bottleneck in production;
- (c) work being required within a specific time which cannot be completed by employing extra workers or by working shifts;

(2) when the employer intends to work overtime on a minor job, i.e., a job which does not involve more than nine (9) hours overtime per man per week, he shall notify the appropriate shop steward of that portion of the establishment in which it is proposed to work overtime. The shop steward shall be advised of the nature of the emergency, the day or days upon which overtime is to be worked, the names of the men required to work and the number of hours which will be involved. The shop steward may consult with the management if he requires further information and after advising his shop stewards' convenor or senior shop steward, as the case may be, decide whether or not in his opinion the proposed overtime is warranted. If the shop steward agrees with the employer's pro-

posals, or any variation thereof, which the employer is prepared to accept, overtime shall be worked accordingly. If the shop steward considers that the proposed overtime is not warranted, he shall forthwith advise the employer, who may refer the matter to the Union secretary or secretaries for review, which secretary or secretaries shall deal with the matter forthwith and if the Union secretary or secretaries confirm the shop steward's decision, to a special Board of Reference as hereinafter defined. If the Union secretary or secretaries support the employer, or the Board of Reference so decides, overtime shall be worked accordingly;

- (3) where the employer intends to work overtime on a major job he shall notify the Union secretary or secretaries, supplying all relevant particulars. The employer shall be advised of the decision of the Union secretary or secretaries within twenty-four (24) hours of such notification, and if consent to the proposed overtime is refused the employer may refer the matter to the special Board of Reference. If the decision of the Union secretary or secretaries in the first instance, or the Board of Reference on appeal is in favour of the employer's proposal, overtime shall be worked accordingly;
- (4) notwithstanding anything hereinbefore contained, all overtime worked shall be rostered amongst available workers, and no worker shall be required to work more than nine hours overtime in any one week on a minor job, or the maximum number of hours agreed to by the Union secretary or secretaries or decided upon by the Board of Reference on a major job;
- (5) no worker shall be required to work shifts on more than seven (7) consecutive days without the approval of the officers of the Union concerned;
- (6) In the event of a worker being required to work shifts on eight (8) consecutive days, he shall be rostered off duty on the whole of the ninth day without deduction of wages;
- (7) when a number of workers are required to work shifts on the eighth day and the shop would be disorganised by the standing off of the whole of the workers concerned on the ninth day, by agreement between the employer and the workers, the workers shall be rostered off duty for one shift within six (6) days of the conclusion of the job;
- (8) for the purpose of this subclause the special Board of Reference shall consist of a chairman to be mutually agreed upon, or, failing agreement, such person as the President of the Arbitration Court shall nominate, a representative nominated by the employer, and a representative nominated by the secretary or secretaries concerned.

15.—Shift Work.

(a) The employer may, if he so desires, work any of his employees on shifts, but before doing so, shall give notice of his intention to the Union.

(b) Work other than day shift performed by any worker shall not be recognised as afternoon or night shift, unless in either case, five (5) consecutive afternoons or nights are worked, but shall be deemed to be overtime; on completion of the fifth (5th) consecutive afternoon's or night's work, the worker shall be deemed to have been employed on afternoon or night shift, as the case may be, during the preceding four (4) afternoons or nights and thereafter during any subsequent consecutive afternoons or nights he is so employed. But the sequence of shift work shall not be deemed to be broken under this paragraph by reason of the fact that the works are closed on a Saturday, Sunday or on any public holiday.

(c) Overtime on afternoon or night shift shall be calculated on the basis of the rate paid for afternoon or night shift, respectively.

(d) When shift work is required, all shifts, except the day shift, shall be paid for at the rate of time and a quarter.

16.—Country Work and Travelling Time.

(a) When a worker is instructed to proceed on duty from the place where is then or is usually employed, the employer shall pay all fares, including sleeper and a proper allowance at current rates for all necessary meals and board and lodging. Fares shall be second class, except when travelling by coastal boat, when saloon fares shall be paid, and shall include return fares on completion of job or after twelve (12) months on job.

(b) 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 (1) day.

Sunday travelling time shall be paid for at the same rates and on the same conditions as on week days.

(c) In respect of a worker who is provided with a sleeping berth in a passenger train, travelling time shall not count between 10 p.m. and 7 a.m.: Provided that this shall not operate to reduce the wages earned and travelling time when paid for below eight (8) hours in any one day.

(d) A worker residing in the suburban area who is required to start work at some place other than his usual workshop or place of employment, shall, if notified on the previous day, travel one way from or to work in his own time. The employer shall pay all fares actually and reasonably incurred by the worker in excess of those normally paid for travel from his residence to his usual place of work and return.

17.—District Allowances.

(1) District allowances, as specified below, shall be paid to workers stationed at—

| | Per Week. | |
|---|-----------|----|
| | s. | d. |
| (a) Carrabin and Bullfinch to Southern Cross | 5 | 3 |
| (b) Southern Cross and Eastward thereof to Kanowna | 5 | 3 |
| Except the towns of Southern Cross, Coolgardie, Kalgoorlie and Boulder and within five miles thereof, where the allowance will be | 2 | 4 |
| (c) Coolgardie to Salmon Gums | 5 | 3 |
| (d) Southward of Salmon Gums to Esperance | 2 | 4 |
| (e) Northward of the Kalgoorlie radius | 7 | 0 |
| (f) Wurarga and Eastward and Northward thereof to Meekatharra | 7 | 0 |
| (g) Three (3) miles Eastward of Meekatharra to Wiluna | 10 | 6 |
| (h) Hopetoun-Ravensthorpe | 7 | 0 |
| (i) Carnarvon and within an area of five miles thereof | 15 | 0 |
| (j) Onslow and Point Samson and within an area of five miles thereof | 23 | 6 |
| (k) Port Hedland, Broome and Derby and within an area of five miles thereof | 30 | 0 |
| (l) Wyndham and within an area of five miles thereof | 38 | 0 |

18.—Protective Clothing.

Liberty is reserved to either party to apply to include provisions relating to protective clothing at any time during the currency of this Award.

19.—No Reduction.

This Award shall not in itself operate to reduce the wages of any worker who is at present receiving above the minimum rate prescribed for his class of work.

20.—Preference of Employment.

Preference of employment shall be given to financial members of the Amalgamated Engineering Union, the Australian Society of Engineers, the Coastal and E.G. Government Water, Sewerage and Drainage Employees' Union and the Electrical Trades Union. Provided the Department shall be under no obligation to communicate with the Union officers to ascertain whether a member is financial.

21.—Height Money.

Workers engaged in the erection of steel frame buildings, bridges and gasometers at a height of fifty feet (50ft.) or more above the nearest horizontal plane shall be paid at the rate of one shilling and sixpence (1s. 6d.) per day extra.

22.—Board of Reference.

(a) The Court appoints for the purpose of the Award, Boards of Reference. The Boards shall each consist of a chairman and two (2) other representatives nominated by the parties. There shall be assigned to such Boards in the event of no agreement being arrived at between the parties to the Award, 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 provisions of the Award or any of them;

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

(b) Separate Boards may be appointed for different sections, corresponding to the occupations, callings or avocations referred to in this Award and/or for different districts.

(c) The provisions of Regulation 106 of the Industrial Arbitration Act, 1912-1952 (Appeal from Board) shall be deemed to apply to any Board of Reference appointed hereunder.

23.—Right of Entry to Works.

On notifying the officer in charge, any officer of the Union, authorised in writing by the President and Secretary of such Union, shall have the right to enter any place or premises during ordinary working hours wherein members of such Union covered by this Award are engaged, for the purpose of conversing with or interviewing the workers in such place or premises.

Provided that such officer shall not hamper or otherwise hinder the workers in the carrying out of their work. The officer in charge shall determine whether workers are being hampered or hindered in their work.

24.—Allowances, Special Provisions, Etc.

1. "Leading hand" means any tradesman placed in charge of three (3) or more other workers. A leading hand shall be paid such extra rate as hereinafter prescribed.

(i) When in charge of not less than three (3) and not more than ten (10) other workers, shall be paid fifteen shillings (15s.) per week extra.

(ii) When in charge of more than ten (10) and not more than twenty (20) other workers, shall be paid thirty shillings (30s.) per week extra.

(iii) When in charge of more than twenty (20) other workers, shall be paid forty-five shillings (45s.) per week extra.

2.—Dirt Money.

(a) Workers employed on hot or dirty locomotives, or stripping locomotives, boilers, steam, petrol, or electric cranes, or when repairing Babcock and Wilcox or other stationary boilers in situ (except repairs on bench to steam and water mountings), or when repairing the conveyor gear in the conduit of power house and when repairing or overhauling electric or steam pile-driving machines and boring plants, shall be paid twopence (2d.) per hour extra. Apprentices shall be paid this allowance.

(b) At the Plant Workshop in Jewell Street, East Perth, and such other place or places where work of a similar dirty nature is being done, dirt money at the rate of one shilling and fourpence (1s. 4d.) per day extra shall be paid as follows:—

Bitumen Sprayers.

(1) Large Units—

(a) To workers whilst engaged on work appertaining to the spraying of bitumen but exclusive of the standard chassis and engine, from the front end of the main tank to the back end of the plant: Provided that work on the compressor and its engine shall not be subject to dirt money.

(b) To motor mechanics in the motor section, for all work performed on the standard chassis from and including the sump to the rear end of chassis, but excluding the engine and parts forward thereto, unless the work is of a specially dirty nature, when clothes are necessarily unduly soiled or injured by the nature of the work done.

(2) Small Units—

(a) To workers for work done on main tank, its fittings, pump and spray arms.

(b) To motor mechanics on work from and including the sump to the rear end of chassis, but excluding the engine and parts forward thereto, unless the work is of a specially dirty nature, when clothes are necessarily unduly soiled or injured by the nature of the work done.

(3) General—

Workers on all dirty tar sprays and tar kettles shall be paid one shilling and fourpence (1s. 4d.) per day extra, where not otherwise expressly provided herein.

(c) Diesel Engines.—Work on engines or on gearbox attached to engine, but excluding work on rollers (wheels) on which a diesel powered roller travels.

(d) Dirt money shall only be paid during the stages of dismantling and cleaning and shall not cover workmen such as welders, turners, blacksmiths, etc., who receive portions of the work after cleaning has taken place: Provided, however, that welders shall be entitled to receive dirt money allowance when working under such conditions as would entitle other workers to receive such payment.

3.—Work on Ships.

(a) Under lower platform of engine rooms, in bilges or in confined spaces around ship's boilers, between ship's sides and boilers, through manhole doors, between bulkhead and back end of single boilers, will carry allowance as provided for in sub-clause 2 (a) herein.

(b) Marine Work.—Work in double tanks and on board ships in any confined spaces where it is necessary for a worker to work in a stooping, sitting or otherwise cramped position shall be paid for at twopence (2d.) per hour extra: Provided that this allowance shall not be cumulative on that prescribed for dirty work.

(c) (i) Diesel Engine Ships.—Dirt money shall be paid at a flat rate of fourpence halfpenny (4½d.) per hour in all places and positions in ships' engine rooms, tunnels, tanks and decks.

(ii) When the Superintending Engineer agrees that the work warrants extra rates, the rate for work in the crank and gear cases and cylinders of main and auxiliary diesel engines, sixpence (6d.) per hour extra until the work is reasonably clean, then threepence (3d.) per hour extra. This is to apply also where it is necessary to crawl inside turbine gear casings.

4.—Dust Allowance on Wheat.

A worker engaged on the bulk handling machinery for wheat at Fremantle while such machinery is actually in operation transferring wheat, shall be paid eightpence (8d.) per hour extra as dust allowance. Such allowance shall also be payable where the worker, while engaged in overhauling

or repairing such machinery, is in the opinion of the engineer or other officer in charge for the time being, working under conditions similar as to disability to those arising when such machinery is actually in operation.

5. Leading hands, if actually performing work for which other workers receive dirt money, shall also be entitled to be paid for that work at the rate prescribed.

6. Fuelmen and men using tarbrush and working at tar pots shall be paid one shilling and fourpence (1s. 4d.) per day extra as dirt money.

7. Apprentices, boilermakers and fitters' assistants and pneumatic tube cutter and tapper shall be paid twopence (2d.) per hour extra whilst engaged on any work in respect of which tradesmen receive such an allowance.

8. Blacksmiths and their assistants employed on work which is heated in pot fires, shall be paid at the rate of time and a quarter while so engaged.

9. Blacksmiths' strikers working on the big forge at the State Engineering Works shall be paid one shilling and fourpence (1s. 4d.) per day extra.

10. Boilermakers' assistants when employed on the hydraulic press at the State Engineering Works shall be paid ninepence (9d.) per day extra. When engaged inside tenders, bunkers or side tanks where the only entrance is through the manhole, or of which less than one-third the area of the top side or end is removed, shall be paid twopence (2d.) per hour extra.

11.—Use of Protective Articles.

(a) Goggles, glasses and gloves or other efficient substitutes therefor shall be available for the use of any worker engaged in welding or other work in which their use is required for the protection of the worker.

(b) Every worker shall sign an acknowledgment on receipt thereof and on leaving employment shall return the same to the employer.

(c) During the time the same are on issue to the worker he shall be responsible for any loss or damage thereto, fair wear and tear attributable to ordinary use excepted.

(d) No worker shall lend another worker the goggles, glasses or gloves or substitutes issued to such first-mentioned worker, and if the same are lent both the lender and the borrower shall be deemed guilty of wilful misconduct.

(e) Before goggles, glasses and gloves or any substitutes which have been used by a worker are re-issued by the employer to another worker, they shall be effectively sterilised.

12. (a) Patternmakers shall be allowed one shilling (1s.) per week tool allowance, and apprentice patternmakers ninepence (9d.) per week. Tool allowance shall not be paid if a worker be absent on extended leave, annual leave, long service leave, or sick leave.

(b) Patternmakers' apprentices shall be supplied with the following tools:—

- 6 chisels
- 3 twist bits (auger)
- 6 nail bits
- 1 brace
- 2 saws
- 1 square
- 1 rule
- 1 oilstone
- 1 nail punch
- 1 screwdriver
- 1 hammer
- 1 mallet
- 2 wooden planes (1 smoothing, 1 jack plane).

These tools shall, during the apprenticeship period, remain the property of the Department. Apprentices shall be responsible for all breakages or losses and shall make good all such losses. At the conclusion of the apprenticeship course, on satisfactorily passing final examinations, the tools shall become the property of the apprentice.

13. A worker employed as a tapper out, if not a tradesman, shall receive two shillings (2s.) per day over his rate on casting days.

14. A tradesman not employed as a first-class welder (or an apprentice in his final year) who, in addition to his employment as such, is also required to do welding, shall be entitled to receive one shilling (1s.) per day in addition to his ordinary rate of pay whilst so engaged. A worker entitled to payment under this paragraph shall not be entitled to claim extra pay for welding under the higher duties clause of this Award.

Liberty to apply is reserved to either party in respect to the whole of this clause, with the exception of Subclause 1—Leading Hands.

25.—Under-rate Workers.

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 in writing between the employer and the Union concerned.

26.—Wages.

(i) The minimum rates payable to workers shall be in accordance with the First Schedule hereinafter appearing. The rates, for convenience sake, are set forth in weekly amounts.

(ii) A casual worker shall be paid at the rate of 10 per cent. in addition to the rates prescribed by this Award.

27.—Breakdowns, Etc.

The employer shall be entitled to deduct payment for any day or portion of a day on 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.

28.—Notice Boards.

A notice board shall be provided by the employer on all jobs where, in the opinion of the officer in charge, it is considered that notices are essential to meet the convenience of the Union concerned.

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 10th day of December, 1954.

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

Filed at my office this 10th day of December, 1954.

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

First Schedule.

Wages.

| | Per Week. | | |
|--|-----------|----|----|
| | £ | s. | d. |
| Basic Wage— | | | |
| (i) Within a fifteen mile radius from the G.P.O., Perth | 12 | 6 | 6 |
| (ii) Outside a radius of fifteen miles from the G.P.O., Perth, but within the South-West Land Division | 12 | 6 | 0 |
| (iii) Goldfields Areas and all other portions of the State, excluding the South-West Land Division | 12 | 9 | 4 |

Classification—

| | Margin Per Week. | | |
|--|------------------|----|----|
| | £ | s. | d. |
| 1. Patternmaker | 4 | 17 | 6 |
| 2. Toolmaker | 4 | 10 | 0 |
| 3. Blacksmith on heavy forgings | 5 | 5 | 0 |
| 4. Blacksmith in Workshops | 3 | 17 | 6 |
| 5. Blacksmith (on or about construction work doing field work) | 3 | 15 | 0 |

| | | | Margin Per Week. | | |
|-----------------|--|------|---------------------------------|----|----|
| | | | £ | s. | d. |
| 6. | First-class welder | .... | 4 | 2 | 6 |
| 7. | Second-class welder | .... | 1 | 15 | 0 |
| 8. | Third-class welder | .... | 1 | 10 | 0 |
| 9. | Fourth-class welder | .... | 1 | 5 | 0 |
| 10. | Fitter (including meter fitter) | .... | 3 | 15 | 0 |
| 11. | Automotive electrical fitter | .... | 3 | 15 | 0 |
| 12. | Turner | .... | 3 | 15 | 0 |
| 13. | Coppersmith | .... | 3 | 17 | 6 |
| 14. | Brass finisher | .... | 3 | 15 | 0 |
| 15. | Tractor mechanic | .... | 3 | 15 | 0 |
| 16. | Motor mechanic | .... | 3 | 12 | 0 |
| 17. | Electrical fitter and/or armature winder | .... | 3 | 15 | 0 |
| 18. | Electrical installer | .... | 3 | 7 | 6 |
| 19. | Electrical linesman | .... | 2 | 17 | 6 |
| 20. | Driller using borer or cutter bar | .... | 3 | 15 | 0 |
| 21. | Driller using Asquith or Tullis radial drills | .... | 3 | 15 | 0 |
| 22. | Driller using Swift machine | .... | 2 | 10 | 0 |
| 23. | Driller using Herbert two-spindle sensitive drilling machine (But when drilling to a marked circumference, one penny half- penny (1½d.) per hour extra whilst so employed.) | .... | 1 | 15 | 0 |
| 24. | Driller using other machines | .... | 1 | 15 | 0 |
| 25. | Screwdriver and/or S.E.W. cold saw machinist | .... | 1 | 15 | 0 |
| 26. | Shot-blast and sand-blast dressers who are not protected from fly- ing shot and sand by a properly enclosed cabin | .... | 2 | 7 | 6 |
| 27. | Rigger and splicer on ships and buildings | .... | 1 | 17 | 6 |
| 28. | Electric overhead crane driver partly employed on maintenance of lifting gear | .... | 1 | 17 | 6 |
| 29. | Electric overhead crane driver | .... | 1 | 10 | 0 |
| 30. | Shearers | .... | 1 | 15 | 0 |
| 31. | Bolt machinist | .... | 1 | 15 | 0 |
| 32. | Process worker | .... | 1 | 0 | 0 |
| 33. | Metal grinder and polisher | .... | 1 | 15 | 0 |
| 34. | Casting dresser | .... | 1 | 9 | 0 |
| 35. | Forge steam hammer driver | .... | 1 | 7 | 6 |
| 36. | Blacksmith striker on heavy forg- ings | .... | 1 | 7 | 6 |
| 37. | Boilermaker's assistant | .... | 1 | 4 | 0 |
| 38. | Fitter's assistant | .... | 1 | 4 | 0 |
| 39. | Blacksmith's striker | .... | 1 | 4 | 0 |
| 40. | Moulder's assistant | .... | 1 | 4 | 0 |
| 41. | Furnaceman (iron) | .... | 2 | 5 | 0 |
| 42. | Furnaceman (brass) | .... | 1 | 17 | 6 |
| 43. | Furnaceman's assistant | .... | 1 | 4 | 0 |
| 44. | Crane attendant | .... | 15 | 0 | |
| 45. | Pig iron breaker | .... | 15 | 0 | |
| 46. | Tool storeman | .... | 1 | 4 | 0 |
| 47. | Annealing stove attendant | .... | 1 | 7 | 6 |
| 48. | General labourer | .... | Nil. | | |
| | | | Percentage of Basic Wage. | | |
| Apprentices— | | | | | |
| | First year | .... | 30 | | |
| | Second year | .... | 45 | | |
| | Third year | .... | 60 | | |
| | Fourth year | .... | 80 | | |
| | Fifth year | .... | 100 | | |
| Junior Workers— | | | | | |
| | Under 16 years of age | .... | 25 | | |
| | Between 16 and 17 years of age | .... | 35 | | |
| | Between 17 and 18 years of age | .... | 45 | | |
| | Between 18 and 19 years of age | .... | 60 | | |
| | Between 19 and 20 years of age | .... | 75 | | |
| | Between 20 and 21 years of age | .... | 90 | | |

Second Schedule.

List of Respondents Bound by the Award.

The Minister for Works.
The Minister for Water Supply, Sewerage and Drainage.
The Minister for State Trading Concerns.
The Minister for Education.
The Minister for Industrial Development.
The Minister for Health.
The Minister for Agriculture.
The Minister for Housing.
The State Shipping Service.
Commissioner of Main Roads.
Board of Management, Royal Perth Hospital.
Board of Management, Princess Margaret Hospital.
State Brick Works.

Liberty to apply reserved in respect to the Conservator of Forests.

Third Schedule.

Apprenticeship Regulations.

The Apprenticeship Regulations, with the following amendments:—

Delete regulation 36 and insert in lieu thereof the following:—

Lost Time.

36. The employer shall pay the apprentice for all time lost through sickness or the holidays prescribed by this Award, provided—

- payment for such sickness shall not exceed a total of one month in each year;
- where the time lost through sickness exceeds four consecutive working days, the employer may demand from the apprentice the production of a medical certificate and a further certificate or certificates may be required if any time is lost through sickness within seven days from the date of resumption of duty, the cost, if any, of such certificate or certificates not exceeding 5s. to be borne by the employer;
- an apprentice 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 or sickness arising out of his own wilful default.

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 23 of 1954.

Between Australian Workers' Union, Westralian Branch, Industrial Union of Workers, Applicant, and B.P. (Kwinana) Proprietary Limited, Respondent.

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 herein it shall be taken to mean and include "Agreement.")

1.—Title.

This Award shall be known as the "Oil Refinery Tug and Small Craft Crews' Award, 1954."

2.—Arrangement.

1. Title.
2. Arrangement.
3. Area and Scope.
4. Wages.
5. Higher Duties.
6. Contract of Service.
7. Breakdowns.
8. Hours.
9. Overtime.
10. Shift Work.
11. Week-end Penalty Rates.
12. Holidays.
13. Absence through Sickness.
14. Dirty Work.
15. Cooking and Eating Utensils.
16. Emergency Provisions.
17. First Aid.
18. Sea-going Service.
19. Interchangeability of Crews.
20. Interviewing Workers.
21. Time and Wages Record.
22. Board of Reference.
23. Term.

3.—Area and Scope.

This Award shall apply to members of the crews of the employer's vessels (whether tugs, fire-floats, launches or otherwise) employed in the classifications mentioned in clause 4 hereof whether in Cockburn Sound in the State of Western Australia or outside the limits of Cockburn Sound.

4.—Wages.

The minimum rates of wages payable under the provisions of this Award shall be as follows:—

| | Per Week. |
|---|-----------|
| | £ s. d. |
| (a) Basic Wage—Adult Males | 12 6 0 |
| (b) Margins—Adult Males— | |
| Greaser | 2 8 0 |
| Fireman | 2 3 0 |
| Leading deckhand, appointed as such by the employer | 1 18 0 |
| Deck and mooring hand | 1 13 0 |

5.—Higher Duties.

A worker engaged for more than half ($\frac{1}{2}$) of one (1) day or shift on duties carrying a higher rate than his ordinary classification shall be paid the higher rate for such day or shift. If employed for not more than half ($\frac{1}{2}$) of one (1) day or shift he shall be paid the higher rate for the time so worked.

6.—Contract of Service.

(a) The contract of service shall be by the week and shall be terminable by one (1) week's notice given on either side on any day. If the employer or a worker fails to give the required notice, one (1) week's wages shall be paid or forfeited. Provided that for the first month of employment the hiring shall be from day to day and during this period a day's notice or a day's pay shall be sufficient.

(b) This clause does not affect the right to dismiss for misconduct.

7.—Breakdowns.

The employer shall be entitled to deduct payment for any day or portion of a day upon which a worker cannot be usefully employed because of any strike by the Union or unions affiliated with it, or by or 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.

8.—Hours.

(a) Day Workers.

Except as hereinafter provided, the ordinary hours of work, other than when working on watches, shall be forty (40) per week, to be worked on any five (5) days of the week of any eight (8) hours per day, between the hours of 6 a.m. and 6 p.m.

(b) Shift Workers.

Except as hereinafter provided, the ordinary hours of work, other than when working on watches, shall be forty (40) per week, to be worked on any five (5) days of the week, in shifts of eight (8) hours per day.

(c) When a tug proceeds to sea, the employer may work the crew in watches, which may be set and commenced from the time the vessel leaves the berth or anchorage to proceed to sea.

(d) Outside the hours of labour and without payment for overtime, any work shall be done that is required for the safety of the tug.

9.—Overtime.

(a) Except as hereinafter provided, all work performed in excess of the ordinary hours shall be paid for at the rate of time and one-half for the first four (4) hours and double time thereafter. Provided that when Sunday is a worker's rostered day off he shall be paid at the rate of double time for any work performed on such day.

(b) All work performed on any of the days mentioned in clause 12 (a) shall be paid for at the rate of time and one-half.

(c) Overtime on shift work shall be based on the rate payable for shift work in accordance with clause 10. This shall not apply to the week-end penalty rates prescribed in clause 11.

(d) In the calculation of overtime, each day shall stand alone.

(e) When a worker is recalled to work after leaving the vessel, he shall be paid for at least three (3) hours at overtime rates.

(f) These overtime rates shall not apply to excess time worked due to private arrangement between the workers themselves or owing to a relieving man failing to come on duty at the proper time or where such time is worked to effect the periodical rotation of shifts. The time for which any worker may be paid at ordinary rates instead of overtime due to a relieving man failing to come on duty at the proper time shall not exceed two (2) hours, after the expiration of which overtime rates shall apply for the whole of the extra time worked.

(g) (i) The 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 sub-clause.

(h) This clause shall not apply to crews working on watches or ship-keeping.

10.—Shift Work.

Workers employed on other than day shift shall be paid five per cent. (5%) for afternoon shift and seven and a half per cent. (7½%) for night shift in excess of the rates prescribed in clause 4 hereof.

11.—Week-end Penalty Rates.

(a) All work performed by shift workers during ordinary hours on Saturday shall be paid for at the rate of time and a quarter and on Sunday at the rate of time and one-half.

(b) The rates prescribed in subclause (a) hereof shall be paid in lieu of the shift allowances prescribed in clause 10 of this Award.

12.—Holidays.

(a) The following days, or the days observed in lieu, shall, subject to clause 9 hereof, 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.

Any worker absenting himself from work without reasonable cause, proof of which shall lie upon him, on the whole or any portion of the working day preceding or on the whole or any portion of the working day succeeding a holiday provided for herein, shall not be entitled to payment for such holiday.

(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 (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.

(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 (1) day being an ordinary working day for each such holiday observed as aforesaid.

(e) If after one (1) 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 the 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.

13.—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 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. 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 days or more.

14.—Dirty Work.

Workers engaged on work which the employer and the workers agree is of an unusually dirty or offensive nature shall receive, whilst so engaged, an additional twopence (2d.) per hour; provided that workers engaged in cleaning bilges shall receive, whilst so engaged, an additional one shilling and sixpence (1s. 6d.) per hour.

15.—Cooking and Eating Utensils.

The employer will provide on board the tugs for the use of the workers, all necessary utensils, to be of enamelware or of a similar nature thereto, but not of tin, free of cost to the worker.

Workers shall provide their own meals, except when engaged on tugs operating outside the limits of the port.

16.—Emergency Provisions.

The employer shall provide emergency provisions consisting of milk, tea, coffee, cocoa, sugar, biscuit, meat, fruit, soups, salt, pepper, sauces and pickles, and shall also maintain on board each tug in the care of the master, the sum of twenty shillings (20s.) for use in purchasing fresh provisions in cases where emergency meals are necessary.

17.—First Aid.

A properly equipped first aid chest shall be maintained on board each tug and be so placed as to be available to the crew or any one of them at all times.

18.—Sea-going Service.

(1) (a) When a tug proceeds on sea-going service, the crew shall be victualled by the employer without any deduction from their pay.

(b) When engaged on sea-going service, whilst at sea workers shall be paid at the rate of twice the rates prescribed in clause 4 of this Award.

(c) *Peggy Service.*—Overtime payment of up to three (3) hours for one (1) man, or one (1) hour each to each of the three (3) men going off watch, to be allowed for cleaning quarters, etc., which quarters shall be cleaned each day in port or at sea.

(2) *Engine Room Work.*—When at sea, men on watch in the engine room shall not be called upon to do such work as scouring, polishing, brightwork, painting or washing paint when the main engines are working. This subclause does not apply to day men.

(3) *Sickness and Accident.*—If a seaman belonging to a tug for which Articles are signed in Australia, is landed and left at any port by reason of illness or accident in the services of the ship, incapacitating him from following his duty, he shall be entitled—

(a) if landed at his home port—to receive wages at the rate fixed by clause 4 of this Award up to the expiration of one (1) week after the date of his recovery, as certified by his medical attendant or by a medical inspector of seamen, if the employer, at his own expense, requires an examination:

Provided that in cases where his engagement expires within one (1) month from the date he was left on shore, the time for which he shall be so entitled to be paid shall not exceed a period of one (1) month, and in other cases it shall not exceed a period of three (3) months from the date he was left on shore;

(b) if landed and left at a port other than his home port, to receive wages until his recovery, certified as provided in the preceding subclause (a) and until arrival at his home port, at the rate payable to him in accordance with clause 4 of this Award, and after his recovery (certified as aforesaid) to a free passage to his home port:

Provided that, if after recovery the seaman rejoins his ship or takes other employment, or is offered and refuses employment on some other vessel proceeding to his home port at a rate of pay in accordance with clause 4 and with right to discharge from that vessel on arrival at his home port, his right to continue to receive wages under this subclause shall then cease;

(c) if the medical inspector of seamen at an out-port certifies that the seaman shall be landed at that port for treatment and the master requires the seaman to return to his home port prior to recovery, either before or after being so landed, such seaman shall, after arrival at his home port, be treated in respect of wages, medical expenses, maintenance, etc., as if he had not been returned to his home port;

(d) the illness, hurt, or injury which shall entitle a seaman to the benefits provided for in this clause shall—

(i) be such as to wholly incapacitate him from performance of his duty;

- (ii) be, or appear to be of such a nature that it is considered by the master advisable in the interests of the seaman to leave him ashore;
- (iii) so far as can be ascertained, be an illness contracted on board any ship of the employer, or in the service of any such ship or of the employer, or a hurt or injury sustained in the service of any such ship, or of the employer, in either case under the existing or any preceding Articles of Agreement not separated from the next succeeding Articles by an interval of more than a week (except so far as it includes time off or leave granted under this Award), nor by any time of employment for any other employer:

Provided that, if the illness is due to his own wilful act or default, or to his misbehaviour, or to a venereal disease, the worker shall not be entitled to the benefits provided for in this clause.

- (e) the expense of providing the necessary medicines, surgical and medical advice, and attendance to a seaman belonging to a ship while suffering from the effects of sickness contracted, or injury received in the service of the ship, or of the employer, or from any illness, not being venereal disease, or an illness due to his own misbehaviour, and of the seaman's conveyance to the home port after recovery, shall be paid by the employer without any deduction from wages on that account until he is cured or dies, or is brought or taken back to the port where he is entitled to be discharged, or such other port as is mutually agreed upon with the approval of the proper authority.

This subclause is subject to the proviso to subclause (b) of this clause.

- (f) while being returned to the port above referred to under the provisions of this clause, the seaman, if he is not being maintained by or at the expense of the employer, shall be entitled to sustenance allowances of four shillings (4s.) for each meal, and five shillings (5s.) for a bed.
- (g) if any worker in the service of the employer shall suffer any injury by accident arising out of or in the course of his employment, but by reason of the happening of the injury out of the jurisdiction of Western Australia, the worker would otherwise be disentitled under the provisions of the Workers' Compensation Act, 1912-1953, to compensation under that Act, he shall, nevertheless, be considered as having all rights to compensation under that Act as if the accident had happened within the jurisdiction of Western Australia: Provided, however—
 - (i) that such right shall not be cumulative on any other rights afforded by the Commonwealth Seamen's Compensation Act, 1911, the Navigation Act (Commonwealth), 1912-1926, The Merchant Shipping Acts (Imperial), or under any Statute or at common law, or the provisions of this Award, but shall be in the alternative; and
 - (ii) the making of a claim to compensation or benefits under any of the provisions of the lastmentioned Acts, or at common law, or with this Award, shall disentitle the worker to compensation under the provisions of the Workers' Compensation Act, 1912-1953 (State).

(4) Ships Stranded.—In the event of a vessel being stranded (not in a tidal river, gulf or harbour), any worker employed assisting to refloat the vessel shall be paid his ordinary wages and in addition to his wages he shall be paid a special

payment of three shillings and sixpence (3s. 6d.) per hour between the hours of 8 a.m. and 5 p.m. and seven shillings (7s.) per hour between the hours of 5 p.m. and 8 a.m. The additional payment shall not be made for the time occupied in performing ordinary duties, or in doing work necessary to save human life.

(5) Shipwrecked Seaman.—(a) Where the services of a seaman terminate before the period contemplated in his Agreement by reason of the wreck or loss of the ship, he shall be entitled to conveyance by or at the cost of the employer to the port of his engagement, or, at the master's option, to the port of discharge mentioned in the Agreement, or to such other port as is mutually agreed upon, with the approval of the proper authority, between the master and the seaman.

(b) Wages shall be paid up to and including the date of the seaman's arrival at his home port in accordance with clause 4.

(c) Where a seaman is not being maintained by or at the expense of the employer during his return to his home port, the employer shall pay the seaman sustenance allowances at the rate of four shillings (4s.) for each meal and five shillings (5s.) for a bed.

Provided that the total period for which the seaman shall be entitled to receive wages in pursuance of paragraph (b) of this clause shall not in any case exceed three (3) months from the time of the termination of his service by reason of the wreck or loss of ship.

Provided also that if the seaman refuses or fails to accept the first reasonable means of conveyance, either as a distressed seaman or otherwise, provided or offered by the master or employer, or by a proper authority, he shall not be entitled to receive wages under this clause for any period after such refusal or failure.

(d) In the event of a seaman losing his clothes or effects through the wreck or stranding of the vessel, the employer shall reimburse the seaman for the loss of such clothes and/or effects, but the amount of such reimbursement shall not exceed the sum of thirty pounds (£30) to any one (1) man.

(6) Buckets.—The employer will, where necessary, provide a sufficient number of buckets for the use of the seamen, free of cost to the seamen.

(7) Tug's Articles.—All conditions of this Award applicable to sea-going service shall be accepted by the master and members of the crew as part of the Articles of Agreement with the crew.

(8) Definitions.—For the purpose of this clause—

"in port" refers to the time from arrival to departure;

"at sea" refers to the time from departure to arrival;

"departure" means the time when the vessel is unmoored to proceed to sea;

"port" includes bay, river, or roadstead;

"home port" means any port in the Commonwealth at which the seaman originally signs the Articles of Agreement, or such other port as may be inserted in the Articles in accordance with the Commonwealth Navigation Act;

"wages" includes overtime and sustenance allowance, except where it is inconsistent with any provision of this Award;

"moored" includes anchored, but not where anchored through stress of weather, fog, conditions of tide, waiting for orders, or quarantine, or other legal restrictions;

"master" means the master of the vessel or his deputy.

(9) Manning Conditions.—The Union may apply to the Commonwealth Navigation Department to fix manning conditions if, in any particular case, it is not satisfied with the manning conditions fixed for any vessel, provided the workers work under the manning conditions fixed pending the hearing of the application.

(10) Navigation Act.—Nothing in this Award shall affect the claim of a worker to any rights he has under the Commonwealth Navigation Act, and an employer shall only be liable once for anything granted by this Award and by the Navigation Act also.

19.—Interchangeability of Crews.

Workers shall be interchangeable between the employer's vessels and the jetty at the discretion of the employer, and as may be necessary, for the convenient and efficient operation of such vessels.

20.—Interviewing Workers.

In the case of a disagreement existing or anticipated concerning any of the provisions of this Award, an accredited representative of the Union shall be permitted to interview the workers at the change of shifts on the business premises of the employer, but this permission shall not be exercised without the consent of the employer more than once in any one (1) week.

21.—Time and Wages Record.

The wages book (or wages sheets) of the employer shall be open for inspection by the Secretary or an accredited representative of the Union at the office of the Company during the usual office hours not more than once in any one (1) week upon reasonable notice being given of the desire to inspect same.

22.—Board of Reference.

The Court hereby appoints for the purpose of this Award a Board of Reference. Such Board shall consist of a chairman and two (2) other representatives, one to be nominated by each of the parties.

There are assigned to 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.

23.—Term.

The term of this Award shall be for a period of three (3) years from the date hereof.

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, 1954.

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

Filed at my office this 9th day of December, 1954.

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

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 23 of 1953.

Between State Executive, Australasian Society of Engineers, Industrial Association of Workers, Coastal District Committee Amalgamated Engineering Union Association of Workers and Electrical Trades Union of Workers of Australia (Western Australian Branch), Perth, Applicants, and the Fremantle Harbour Trust Commissioners, 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 herein it shall be taken to mean and include "Agreement.")

Clause 1.—Title.

This Award shall be known as the Fremantle Harbour Trust (Metal Trades Employees) Award, 1954.

Clause 2.—Arrangement.

1. Title.
2. Arrangement.
3. Definitions.
4. Area.
5. Term.
6. Rates of Pay.
7. Hours.
8. Overtime.
9. Contract of Employment.
10. Higher Duties.
11. Annual Leave.
12. Holidays.
13. Long Service Leave.
14. Payment for Sickness.
15. Travelling Time.
16. Preference.
17. Shop Stewards.
18. Right of Entry.
19. Notice Boards.
20. Time and Wages Record.
21. Apprentices.
22. Special Rates and Provisions.
23. Special Conditions.

Clause 3.—Definitions.

(1) "Casual Worker" means a worker employed for less than one week continuously, but does not include a worker who, when work is available, leaves his employment before the expiration of one week.

(2) "Tradesman" means a worker not being an apprentice, who in the course of his employment works from drawings or prints or makes precision measurements or applies general trade experience, and includes a first class machinist.

(3) "First Class Machinist" means a tradesman who is partly or wholly engaged in setting up and operating the following machines:—Lathes, boring machines, milling machines, planing machine, shaping machine, slotting machine, precision grinding machine and drilling machines where the operator uses the same precision tools as fitters and turners.

(4) "Machinist—Second Class" means an adult employee not engaged as a tradesman who is not required to work from drawings or prints or to do precision work, but who is engaged in operating or in setting up and operating all machines, other than a drilling machine, enumerated in the definition of a first class machinist.

(5) "Third Class Machinist" means a machinist, not being a process worker, who operates any machine set up by a tradesman, or who operates any machine the setting up of which does not require the knowledge and skill of a second class machinist.

(6) "Motor Mechanic" means a worker engaged in making, repairing, altering, assembling (except assembling for the first time in Australia) and for testing metal parts (including electric) of the engines and/or chassis of motor cars or other motor vehicles.

(7) "Electrical Tradesman" means a tradesman holding the requisite license under the Electricity Act, 1945, who performs the work of one or more of the following tradesmen:—Electrical fitter, electrical installer, armature winder.

(8) "Battery Fitter" means a tradesman engaged in the erection, overhauling and repairing of storage batteries.

(9) "Welder—First Class" means a tradesman using electric arc or oxy acetylene blow pipe or coal gas cutting machine or flame hardener, who is required to apply general trade experience as a welder or flame hardener respectively.

(10) "Welder—Second Class" means an adult worker using an electric arc or oxy acetylene blow pipe who is not a first class or third class welder.

(11) "Welder—Third Class" means an adult worker using an electric spot or butt welding machine or cutting scrap with an oxy acetylene blow pipe.

(12) "Leading Hand" means any worker placed in charge of three (3) or more workers.

(13) "Cable Jointer" means an adult worker employed as a jointer of underground cables, or employed fixing or repairing underground services in pipes.

(14) "Electrical Lineman" means a worker engaged (with or without labourers assisting) in erecting poles, towers, etc., for electric wires, or erecting wires or cables on poles or over buildings, or tying it or them to insulators, or joining or insulating it or them or doing any work on electric poles, towers, etc., off the ground, or doing any other work in connection with wiring or fixing which does not require the possession of an installer's license under the regulations made pursuant to the Electricity Act, 1945.

(15) "Employers" means the Fremantle Harbour Trust Commissioners.

(16) "Unions" means the unions party to this Award.

Clause 4.—Area.

The area covered by this Award shall be the whole of the area controlled by, vested in, or for the time being occupied by the employers.

Clause 5.—Term.

The term of this Award shall be for a period of three years from the 13th day of December, 1954.

Clause 6.—Rates of Pay.

(a) The minimum rates payable to workers shall be in accordance with the First Schedule hereinafter appearing. The rates for convenience sake are set forth in weekly amounts.

(b) Casual workers shall be paid 10 per cent. over the rate provided for the particular worker's occupation.

Clause 7.—Hours.

(a) The ordinary hours of work shall be forty (40) per week to be worked on five days of eight hours each (Mondays to Fridays inclusive) between the hours of 7 a.m. and 5.30 p.m. as mutually agreed upon between the employers and the unions.

(b) The lunch interval shall not exceed one hour.

(c) (i) 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 an employee of any provision hereinbefore expressed or implied, the Court may grant the employer concerned exemption from liability to allow the rest period aforesaid.

(3)—82952

(ii) 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 a manner as considered necessary by the officer in charge of the job, or in his absence, by the foreman.

(d) (i) The employers may require any worker to work reasonable overtime at overtime rates, and such worker shall work overtime in accordance with such requirement.

(ii) The unions or worker, or workers covered by this 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 subclause.

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

Clause 8.—Overtime.

(1) (a) All time worked in excess of or outside of the usual working hours shall be paid at the rate of 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. Provided also that workers called upon to start work within an hour and a half of the usual starting time shall be paid at time and a half until the usual starting time.

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

(c) For all work done on Sundays, double time shall be paid with a minimum of two (2) hours.

(2) Rest Period After Overtime: When overtime work is necessary it shall wherever reasonably practicable, be so arranged that workers have at least eight (8) consecutive hours off duty between the work on successive days.

Where a worker (other than a casual worker) has not had at least eight consecutive hours off duty between his usual finishing time on one day and his usual starting time on the next day, the following provisions shall apply:—

(a) He shall if he so desires, be entitled to have eight (8) consecutive hours off duty from the completion of his overtime work until he next commences work, but shall not be paid for such time off duty.

(b) If on instructions from the employers he continues or resumes work at his ordinary starting time without having such eight hour break, he shall be paid at overtime rates for the balance of the hours less than eight which he has not had off duty. Hours of overtime actually worked since his last usual finishing time shall be counted in computing the actual rate of overtime under this paragraph.

(c) If on his own volition he continues or resumes work at his ordinary starting time without such break, he shall be paid at ordinary rates.

(3) Call Back: When a worker is recalled to work after leaving the job on an ordinary working day or at any time on a Saturday or Sunday, he shall be paid for at least two hours at overtime rates, provided this subclause shall not apply where overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

Overtime worked in the circumstances specified in this subclause shall not be regarded as overtime for the purposes of clause 6 (2) hereof where the actual time worked is less than two hours on such recall or on each of such recalls.

(4) Meal Hours: All time worked during the usual meal time shall be paid for at overtime rates, and such rates shall continue until the worker knocks off for his meal.

(5) Crib Time: An employee working overtime shall be allowed a crib time of twenty (20) minutes without deduction of pay after each four hours of overtime worked if the employee is to continue work after such crib time: Provided the provisions herein prescribed shall not apply where a full meal hour is allowed, and provided further this clause shall not apply to employees standing by cargo handling machinery during ship working operations.

(6) Tea Money: 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 3s. in lieu thereof.

(7) Transport of Employees: When an employee, after having worked overtime on a shift for which he is not regularly rostered, finishes work at a time when the usual means of transport is not available, and he has no private means of conveyance, the employers shall provide him with a conveyance to his home.

Clause 9.—Contract of Employment.

(a) Subject to the provisions of this clause, the contract of employment shall be by the week, and shall be terminable by a week's notice on either side at any time during the week, or by payment or forfeiture of a week's wages as the case may be, except—

- (i) in the case of a casual worker, when one hour's notice will suffice, and
- (ii) for the first month of employment when the hiring shall be from day to day, and during this period a day's pay will be sufficient.

(b) In respect of any day on which a worker is required to present himself for work, the employer shall be under no obligation to pay for any such day or part thereof, if not worked, except where such absence from work is—

- (i) due to the worker's illness, and comes within the provisions of clause 14 of this Award, or
- (ii) is on account of holidays to which the worker is entitled under the provisions of this Award.

(c) This clause does not affect the employer's right to dismiss a worker for misconduct, when wages shall be paid up to time of dismissal only.

(d) The employers shall be entitled to deduct payment for any day or portion of a day on which the worker cannot usefully be employed because of any strike or a breakdown of the employer's machinery, or any stoppage of work by any cause for which the employers cannot reasonably be held responsible.

Clause 10.—Higher Duties.

A worker engaged for more than half ($\frac{1}{2}$) of one (1) day or shift on duties carrying a higher rate than his ordinary classification shall be paid the higher rate for such day or shift. If employed for less than half ($\frac{1}{2}$) of one (1) day or shift he shall be paid the higher rate for the time so worked.

Clause 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 employers after a period of twelve (12) months' continuous service.

(b) Subject to paragraph (c) of this clause, when computing the annual leave due under this clause, no deduction shall be made from such leave in respect of the period a worker is on annual leave and/or holidays, provided that no deductions 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.

(c) Approved periods of absence from work caused through sickness or accident arising out of or in the course of employment under circumstances which entitle the worker to the benefits prescribed

under the Workers' Compensation Act, 1912-1952, shall not be considered breaks in continuity of service, but the first six (6) months only of such period shall count as service for the purpose of computing annual leave.

(d) "Ordinary Wages" for the purpose of sub-clause (1) 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.

(e) 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 employers 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 length of his service up to the date of the termination of his services.

(f) Any worker who may resign or be dismissed from the service for any cause other than 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 employers of the right to retain such workers at work during the close down period as may be essential.

(h) Any worker who has taken part in a strike (including a slow strike) or a general or sectional stoppage of work unauthorised by the employers during the period of service in respect of which annual leave is granted shall forfeit one day of such annual leave for every day or part of a day during which he takes part in a strike, or in such unauthorised stoppage of work.

(i) 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.

(j) Every worker after one (1) month's continuous service shall be entitled to annual leave in proportion as the length of the service is to the period of two weeks referred to in paragraph (a) of this clause.

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

Clause 12.—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, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign'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) A worker who is absent from work on approved sick leave with pay as provided in clause 14 of this Award, shall be granted any public holiday with pay which may occur during the period of such paid sick leave.

The foregoing shall not apply to workers who are absent on workers' compensation, or are absent from work for any reason without pay.

(f) Where any worker is absent from his employment on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the employers, the worker shall not be entitled to payment for such holiday.

(g) A casual worker shall not be entitled to payment for any holiday referred to in this clause.

Clause 13.—Long Service Leave.

Workers shall be entitled to long service leave in accordance with the conditions authorised from time to time by the Government of Western Australia for full time wages employees.

Such leave shall at all times be taken at the convenience of the employers.

Clause 14.—Payment for Sickness.

(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 for each completed calendar month of service.

(ii) The liability of the employers hereunder shall in no case exceed one (1) week's wages, during each calendar year in respect of each worker, but the sick leave provided herein shall be allowed to accumulate and any portion unused in any year may be availed of in the next or succeeding years.

(iii) Payment hereunder may be adjusted at the end of each calendar year, or at the time the worker leaves the service of the employers, 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 of sickness satisfactory to the employers, but the employers shall not be entitled to a medical certificate unless the absence is for three consecutive working days or more.

(d) No payment will be made for any absence due to the worker's own fault or neglect or misconduct.

Clause 15.—Travelling Time.

An employee who on any day or from day to day is required to work at a job away from his accustomed workshop or depot shall at the direction of the employers present himself for work at such job at the usual starting time, but for all time reasonably spent in reaching and returning from such job (in excess of the time normally spent in travelling from his home to such workshop or depot and returning) he shall be paid travelling time at ordinary rates and also any fares incurred in excess of those normally incurred in travelling between his home and such workshop or depot.

Clause 16.—Preference.

All workers employed in the occupations enumerated herein shall be members of the unions party to the Award or shall within fourteen (14) days of commencing employment make and complete an application for membership of such unions, provided the employers shall be under no obligation to ensure that workers comply with this requirement.

Clause 17.—Shop Stewards.

Shop stewards appointed by employees in each workshop issued with a properly constituted authority by the unions shall be recognised by the employers and be allowed the necessary time

during working hours to interview representatives of the employers on matters affecting employees whom they represent. The employers shall be notified in writing by the unions of the steward's appointment.

Clause 18.—Right of Entry.

On notifying the employers, any officer of the unions authorised in writing by the president or the secretary of such unions, shall have the right to enter any place or premises during ordinary working hours wherein members of such unions covered by this Award are engaged by the employers for the purpose of conversing with or interviewing the workers in such place or premises, provided that such union officer shall not hinder the workers in carrying out their work. The employers or their representative shall determine whether workers are being hampered or hindered in their work.

Clause 19.—Notice Boards.

A notice board shall be provided by the employers where, in the employer's opinion, it is considered essential. Union notices posted on the board shall be signed by an accredited union representative.

Clause 20.—Time and Wages Record.

(1) The employers shall keep a time and wages book showing the name of each worker and the nature of his work, the hours worked each day and the wages and allowances paid each week. Any system of automatic recording by means of a machine shall be deemed to comply with this provision to the extent of the information recorded.

(2) 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 employers' office or other convenient place, and he shall be allowed to take extracts therefrom. The employers' works shall be deemed to be a convenient place for the purpose of this paragraph, and if for any reason the record be not available at the works when the official calls to inspect it, it shall be made available for inspection within twelve (12) hours either at the employers' office or at the works.

Clause 21.—Apprentices.

(a) The employment of apprentices shall be governed by the provisions of the Second Schedule attached hereto.

(b) Apprentices shall be allowed to the following trades:—

- (1) Motor Mechanic.
- (2) Coppersmithing.
- (3) Blacksmithing.
- (4) Turning.
- (5) Iron Machining.
- (6) Fitting.
- (7) Electrical Fitting.
- (8) Electrical Installing.
- (9) Welding.

(c) The employers shall not employ apprentices in excess of the proportion of one apprentice to every three tradesmen in the trade concerned.

(d) For the purpose of ascertaining the number of apprentices who may be employed at any time, the number of tradesmen shall be deemed to be the average employed during the six months immediately preceding such time.

(e) Notwithstanding anything contained in this Award to the contrary, if through lack of work the employers are unable at any time to find employment and training for an apprentice, and if a transfer to another employer cannot be arranged, the obligations and duties imposed by the indenture may, with the concurrence of the apprentice or his guardian, and the union, be suspended for a period agreed upon, or if no such agreement is arrived at, may be cancelled by the employers. The onus of proof of circumstances justifying such cancellation shall be on the employers.

This provision shall be deemed to be included in all contracts of apprenticeship now existing and also in all future contracts entered into.

Clause 22.—Special Rates and Provisions.

(1) Leading Hands: A leading hand placed in charge of:—

- (a) Not less than three (3) and not more than ten (10) other workers—15s. per week extra.
- (b) More than ten (10) and not more than twenty (20) other workers—30s. per week extra.
- (c) More than twenty (20) other workers—45s. per week extra.

(2) Height Money:

- (a) Employees working at a height of 50ft. or more directly above the nearest horizontal plane shall be paid 1s. 6d. per day extra.
- (b) Employees require to work on the jibs of quay cranes shall be paid 2s. per day extra, provided such work cannot be performed from the platform of the driver's cabin.

(3) Dirt Money:

- (a) Twopence (2d.) per hour extra shall be paid to workers when engaged on work of an unusually dirty nature where clothes are necessarily unduly soiled or injured, or boots are unduly injured by the nature of the work done.
- (b) Leading hands, if actually performing work for which other workers receive dirt money, shall also be entitled to be paid for that work at the prescribed rate.
- (c) Dirt money shall only be paid during the stages of dismantling and cleaning and shall not cover workmen such as welders, turners, blacksmiths, etc., who receive portions of the work after cleaning has taken place. Provided, however, that welders shall be entitled to receive dirt money allowance when working under such conditions as would entitle other workers to receive such payment.

(4) Confined Space: Sixpence (6d.) per hour extra shall be paid to workers when working in "confined space," which means a compartment or space the dimensions of which necessitates a worker working in a stooped or otherwise cramped position, or without proper ventilation.

(5) Floating Plant:

- (a) For work in bilges or on tail shafts inside any vessel, eightpence (8d.) an hour extra shall be paid and such extra payment shall be in lieu of and not in addition to dirt money and confined space money.
- (b) Fourpence half-penny (4½d.) an hour extra shall be paid to workers overhauling diesel engines installed in any vessel or pontoon.

(6) Servicing Buoys, etc.: Workers engaged in the maintenance or servicing of beacons erected in the water and buoys while afloat, shall be paid three shillings (3s.) per day extra.

(7) Dust Allowance:

- (a) A worker required to service front end loaders in the holds of vessels discharging bulk phosphates, sulphur, etc., while the machinery is actually in operation shall be paid one shilling (1s.) per hour extra.
- (b) A worker required to service bulk handling machinery for wheat while such machinery is actually in operation, shall be paid eightpence (8d.) per hour extra. Such allowance shall also be payable where the worker while engaged in overhauling or repairing such machinery is in the opinion of the employers or their representative, working under conditions similar as to disability to those arising when such machinery is actually in operation.

(8) Apprentices: Apprentices shall be deemed to be included in the foregoing provisions.

(9) Protective Equipment:

- (a) The employers shall have available a sufficient supply of protective equipment (as, for example, hand screens, goggles,

glasses, aprons, leggings and gum boots) for use by their employees when engaged on work for which such protective equipment is reasonably necessary.

- (b) Every worker shall sign an acknowledgment on receipt of any article of protective equipment, and shall return same to the employers when he has finished using it, or on leaving his employment.
- (c) No worker shall lend another worker any such article of protective equipment issued to such first mentioned worker, and if the same is lost, both the lender and the borrower shall be deemed guilty of wilful misconduct.
- (d) Before goggles, glasses, gloves or any substitutes, which have been used by a worker are re-issued by the employers to another worker, such articles shall be effectively sterilised.
- (e) During the time of any article of protective equipment is on issue to a worker he shall be responsible for any loss or damage thereto, fair wear and tear attributable to ordinary use excepted.

(10) Extra Rates Not Cumulative: Not more than one of the allowances or extra rates specified in this clause shall be paid at any one time, and where more than one allowance or extra rate applies, only the highest shall be paid.

Clause 23.—Special Conditions.

(a) The work of an electrical fitter shall not be tested by a worker of a lower grade.

(b) When an employee is required to hold a licence under the Police Traffic Act for the purpose of driving vehicles during the course of his duties, and the employee does not require a licence for his own purposes, the licence fee shall be paid by the employers.

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 13th day of December, 1954.

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

Filed at my office this 13th day of December, 1954.

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

First Schedule—Rates of Pay.

| | Per week. |
|--|-----------|
| | £ s. d. |
| (i) Basic Wage—Metropolitan Area | 12 6 6 |
| (ii) Margins— | |
| Toolmaker | 4 10 0 |
| Blacksmith—in workshops | 3 17 6 |
| Blacksmith — on construction work | 3 15 0 |
| Fitter | 3 15 0 |
| Turner | 3 15 0 |
| Battery Fitter | 3 15 0 |
| Machinist—first class | 3 15 0 |
| Machinist—second class | 2 10 0 |
| Machinist—third class | 1 15 0 |
| Welder—1st class | 4 2 6 |
| Welder—2nd class | 1 15 0 |
| Welder—3rd class | 1 10 0 |
| Automotive Electrical Fitter | 3 15 0 |
| Motor Mechanic | 3 12 0 |
| Electrical Fitter and/or Armature Winder | 3 15 0 |
| Cable Joiner | 3 12 6 |
| Electrical Installer | 3 7 6 |
| Electrical Lineman | 2 17 6 |
| Tool Storeman | 1 4 0 |
| Blacksmith's Striker | 1 4 0 |
| Tradesman's Assistant | 1 4 0 |

| | Percentage of Basic Wage. |
|--------------------|---------------------------------|
| (iii) Apprentices— | |
| First year | 30 |
| Second year | 45 |
| Third year | 60 |
| Fourth year | 80 |
| Fifth year | 100 |

Second Schedule—Apprenticeship Regulations.

The employment of apprentices shall be governed by the Apprenticeship Regulations, 1953, subject to the following amendment:—

Delete subclause (a) of Regulation 36, and insert in lieu thereof the following:—

- (a) Payment for such sickness shall not exceed a total of one month in each calendar year.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 12 of 1954.

Between The West Australian Shop Assistants and Warehouse Employees' Industrial Union of Workers, Perth, Applicant, and Collie Industrial Co-operative Society Ltd., and others, Respondents.

WHEREAS an industrial dispute existing 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 "Shop Assistants' (Collie) Award."

2.—Arrangement.

1. Title.
2. Arrangement.
3. Scope.
4. Area.
5. Term.
6. Definitions.
7. Chemists' Shops.
8. Hours.
9. Meal Times.
10. Overtime.
11. Holidays.
12. Annual Leave.
13. Higher Duties.
14. Proportion of Juniors.
15. Junior Worker's Certificate.
16. Engagement.
17. All Workers to be Members of Union.
18. Time and Wages Record.
19. Payment for Sickness.
20. Under-rate Workers.
21. Board of Reference.
22. Exclusions.
23. Wages.
24. Change Room.
25. No Reduction.
26. Uniforms and Overalls.
27. Premiums.
28. Country Work and Travelling Time.
29. Liberty to Apply.
30. General.

3.—Scope.

This Award shall apply to the industries mentioned in the first column of the schedule attached hereto in which the respondents mentioned in the second column of the schedule are engaged in respect of workers following the vocations mentioned in clause 23 hereof.

4.—Area.

This Award shall operate within a radius of twenty (20) miles from the Post Office, Collie.

5.—Term.

This Award shall operate for a period of one (1) year as from the beginning of the first pay period commencing after the date hereof.

6.—Definitions.

(a) "Shop assistant" shall mean a worker substantially performing one or more of the following duties in retail establishments:—Selling goods, weighing, assembling and/or preparing goods for sale, attending to stock, receiving cash and dressing out for display of goods. The term shall include soda fountain and/or milk bar assistants, assistants in country order departments, window dressers and messengers.

(b) "Storeman" shall mean a worker performing one or more of the following duties:—Receiving, storing, assembling, weighing and/or wrapping, branding, stacking, or unpacking or distributing goods in a shop, store or warehouse, or delivering goods from a shop, store, or warehouse for transit.

(c) "Despatch Hand" shall mean a worker who is substantially engaged in handling or receiving goods in or from departments for despatch, or who passes them over to the packing room, or prepares and hands over packages to carters for delivery and who, if required shall be responsible for the proper checking off of such packages and for the proper branding and marking thereof, and keeping necessary record such as rail notes and cart notes.

(d) "Packer" shall mean a worker who packs goods for transport by air, post, rail or ship. Provided that a worker who packs goods for delivery by road transport where the destination of such goods is beyond a radius of 25 miles from the post office situated in the town in which he is employed shall be classed as a packer.

(e) "Adult."—For the purpose of this Award the word "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.

(f) "Casual Hand" shall mean a worker engaged by the hour and who may be put off or leave the employer's service at any moment without notice. The minimum engagement of all casual workers shall be four (4) hours, to be worked in one continuous period on any day from Monday to Friday inclusive. On Saturday morning the minimum engagement shall be three (3) hours. Provided that in the case of theatre shops, the minimum engagement shall be not less than three (3) hours after 5.30 p.m., Monday to Friday inclusive. In the case of the Fourth Schedule shops the minimum engagement of casual hands shall be not less than three (3) hours on Saturdays after 12 noon, or on Sundays or on holidays as provided in this Award. A worker engaged and not permitted to commence work shall receive two (2) hours' pay at the prescribed rate of pay.

(g) "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. Such week's notice cannot be continued from week to week: Provided that any worker employed for a period of four (4) consecutive weeks or less shall be classed as a casual hand and paid not less than the minimum rate of wages herein prescribed for a casual hand, but this proviso shall not apply in cases where a worker employed as a weekly hand is dismissed for incompetence, or any cause referred to in clause 16 hereof or where the worker himself severs his own contract of service.

(h) "Canvasser" shall mean a worker who collects or requests orders by retail for goods in places other than the employer's establishments, but shall not include motor vehicle salesmen or van salesmen.

(i) "Collector" shall mean a worker whose principal duties consist of collecting money for his employer in places other than the employer's establishment.

(j) "Part-time Workers."—Part-time workers who are to be regularly employed for a period of less than 40 hours but for not less than twenty (20) hours per week may be employed by agreement between the employer and the Union.

Should the Union object to the worker's employment, the employer must be notified of such objection within twenty-four (24) hours from the time of the Union receiving such application.

In the event of no agreement being arrived at between the employer and the Union, the matter may be referred to the Board of Reference for decision.

Where a worker is employed under the provisions of this clause he shall receive payments for wages, for annual leave, holidays, and sick leave on a *pro rata* basis in the same proportion as the number of hours regularly worked each week bears to forty (40) hours.

(k) "Wholesale Establishment" shall mean any warehouse or place where goods are exclusively or principally sold for resale and/or where goods are sold for consumption and/or use in another business.

7.—Chemists' Shops.

Any worker employed in a chemist's shop shall be subject to the terms of this Award up to the time he or she becomes indentured to the profession.

8.—Hours.

(a) Retail establishments (other than Fourth Schedule shops):—

(i) Shop Assistants.—Forty (40) hours shall constitute a week's work. Such hours shall be worked between 8.40 a.m. and 5.30 p.m. on Monday to Friday, inclusive, and between 8.40 a.m. and 12 noon on Saturday.

(ii) Storemen, packers, and despatch hands.—Forty (40) hours shall constitute a week's work. Such hours shall be worked between 7.20 a.m. and 5.30 p.m. on Monday to Friday, inclusive, and between 7.20 a.m. and 12 noon on Saturday.

Provided that no day's work shall exceed a spread of nine (9) hours, Monday to Friday inclusive, and four (4) hours on Saturday, to be worked in one continuous shift.

(iii) By agreement between the employer and the workers employed in any particular establishment and subject to the consent of the Court, the week's work may be worked in five (5) days exclusive of Saturday and Sunday, in which case no day's work shall exceed eight (8) hours, and an earlier starting time than that prescribed in subclause (a) (i) shall be permitted.

(b) Fourth Schedule Shops.—The workers employed in shops comprised in the Fourth Schedule of the Factories and Shops Act, 1920-1947 (whose hours of work shall not exceed forty (40) per week) shall be worked to suit the convenience of the employer's business: Provided that, from week to week, the worker shall be notified by the employer of the half-day which shall be granted in the afternoon upon which his or her services will not be required in each week.

(c) Wholesale Establishments:—

(i) The number of hours per week usually and customarily worked prior to the date of this Award shall be observed, but shall not exceed forty (40) hours per week. Provided that the starting time shall not be

earlier than 7.30 a.m. and the finishing time not later than 5.30 p.m., Monday to Friday, inclusive, and 7.30 a.m. and 12 noon on Saturday: Provided further that no day's work shall exceed a spread of nine (9) hours, Monday to Friday, inclusive, and four (4) hours on Saturday to be worked in one continuous shift.

(ii) The week's work may be performed in five (5) or five and one-half (5½) days at the option of the employer.

(d) The spread of hours for females shall not exceed nine (9) hours.

9.—Meal Times.

(a) Retail Shops (other than Fourth Schedule Shops):—

(i) One (1) hour for any meal shall be given and taken.

(ii) From Monday to Friday, inclusive, lunch hour may be taken between the hours of 11.30 a.m. and 2.30 p.m.

(iii) A break of ten (10) minutes shall be allowed in the morning to any worker whose lunch hour shall commence not earlier than 1.30 p.m. A break of ten (10) minutes shall be allowed in the afternoon to any worker whose lunch hour shall commence earlier than 12 o'clock noon.

(b) Fourth Schedule Shops.—Meal hours shall be taken at the time most convenient to the employer's business: Provided that one hour shall be given and taken for each meal and that not more than five (5) or less than three (3) hours' interval shall be worked without an interval for a meal being taken.

(c) Wholesale Establishments.—Not less than forty-five (45) minutes nor more than one hour shall be given and taken for a meal. Lunch hour shall be taken between 12 noon and 2.15 p.m.

(d) Where work is performed outside the ordinary working hours, one hour's break for a meal shall be allowed between 12 o'clock midnight and 1 o'clock a.m., and between 7 a.m. and 8 a.m.

(e) The meal times referred to in this clause shall be taken in one continuous period.

10.—Overtime.

(a) Excepting as provided hereunder, all overtime worked shall be paid for at the rate of time and a half for the first four (4) hours and double time thereafter.

(b) Where overtime is worked in Fourth Schedule shops, the worker shall be paid overtime as provided in (a) after the prescribed weekly hours of work have been exceeded.

(c) Work performed on Sunday and/or the prescribed holidays shall be paid for at the rate of double time.

(d) Work performed on Saturday before 12 o'clock noon in establishments which work a five (5) day week (Monday to Friday inclusive), shall be paid for at the rate of time and a half.

(e) Work performed on Saturday after 12 o'clock noon shall, except in the case of Fourth Schedule shops, be paid for at the rate of double time.

(f) Notwithstanding anything contained in subclause (h) of this clause, where workers are required to work continuously after the first four (4) hours of overtime have been worked beyond their normal finishing times they shall be paid at the rate of double time up to the time they finish work: Provided that such hour shall not be later than the prescribed starting time the next day.

(g) All time worked before the usual starting time or after the usual finishing time in any establishment shall be paid for at overtime rates.

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

(i) When overtime is worked, the proportion of juniors employed on overtime shall not exceed the proportion provided by clause 14 hereof.

(j) 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 any 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.

11.—Holidays.

(a) The following days, or the days observed in lieu, shall, subject to clause 10 hereof, 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.

12.—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 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.

(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 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) When a worker is entitled to holidays under this clause, he shall receive at least two (2) weeks' notice from his employer of the date when it will be convenient to the employer that such worker should take his holidays.

(h) Every worker shall be given and shall take annual holidays within six months after the date they fall due.

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

13.—Higher Duties.

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 payment at the higher rate while so employed.

14.—Proportion of Juniors.

(a) The number of male juniors, with the exception of junior packers, shall not exceed the proportion of one to one for the first five (5) males and thereafter one junior to every two (2) male adults or fraction thereof: Provided that the number of junior packers shall not exceed the proportion of one junior to every four (4) or fraction of four (4) adult packers.

(b) Where no adult shop assistant is employed, one junior shop assistant may be employed.

(c) Where one adult female assistant is employed, two (2) junior female assistants may be employed.

Where two (2) adult female assistants are employed three (3) junior female assistants may be employed.

Where three (3) adult female assistants are employed four (4) junior female assistants may be employed.

Where four (4) adult female assistants are employed five (5) junior female assistants may be employed.

And thereafter the proportion shall not exceed five (5) junior female assistants to four (4) adult female assistants.

15.—Junior Worker's Certificate.

(a) Junior workers shall furnish the employer with a certificate showing the following particulars:—

- (i) Name in full;
- (ii) age and date of birth.

(b) The certificate shall be signed by the worker.

(c) No worker shall have any claim upon the employer for additional wages, in the event of his age being wrongly stated on this certificate.

16.—Engagement.

One week's notice on either side shall be necessary to terminate the engagement: Provided that an employer at any time may dismiss a worker for refusal or neglect to obey orders or for misconduct, or if, after receiving one week's notice, such worker does not carry out his or her duties in the same manner as he or she did prior to such notice.

17.—All Workers to be Members of Union.

Every worker engaged by the employers shall become a member of the Union within three weeks of his or her engagement.

18.—Time and Wages Record.

(a) The employer shall keep and enter up or cause to be kept and entered up a record containing the following particulars:—

- (i) The name of the worker;
- (ii) the class of work performed;
- (iii) the hours worked by each worker;
- (iv) the wages (and overtime if any) paid to each worker;
- (v) the ages of junior workers.

(b) Such record shall be open to inspection by a duly authorised representative of the Union between the hours of 10 a.m. and 4 p.m. on any working day, Monday to Friday inclusive.

(c) Every keeper of a Fourth Schedule shop shall post, or cause to be posted and kept posted up in a conspicuous position in his shop, so as to be easily accessible to and easily read by every shop assistant in his employ during working hours on every day, or by an accredited representative of the Union, a roster written in the English language showing:—

- (i) The name and sex of each worker bound by this Award.
- (ii) The age of each worker under the age of 21 years.
- (iii) The class of work performed by each worker.
- (iv) The times on which each worker is required to commence and finish work on each day in each week.

- (v) The hours in each day during which each worker is entitled to be off duty during each day.
- (vi) The time allotted for meals to each worker on each day.
- (vii) The day in each week on which each worker is given and shall take the weekly half holiday and the time from which the half holiday shall be taken.
- (viii) The particulars contained in such roster shall be in respect of the full week, Monday to Saturday, inclusive, during which it is posted up and may be altered or varied only on account of the sickness or absence of a worker, or by the inclusion of particulars in respect of casual workers.
- (ix) Any worker on duty, when in accordance with the roster such worker should be off duty (except as provided by subclause (viii) hereof) shall be paid at overtime rates as provided by clause 10 (a).

19.—Payment for 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 one 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. 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.

20.—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.

21.—Board of Reference.

(a) The Court appoints, for the purpose of the Award, 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. There are assigned to each such Board, in the event of no agreement being arrived at between the parties to the Award, 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 provisions of the Award or any of them;
- (ii) 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 Industrial Arbitration Act, 1912-1952, which, for this purpose, are embodied in this Award.

22.—Exclusions.

Provided always, and it is hereby expressly agreed and declared, that nothing in this Award shall apply to workers in any wholesale business (excepting wholesale hardware) other than the following:—Head storemen, storemen, storemen working singly, packers, junior packers, junior storemen, junior despatch hands, casual packers, despatch hands, casual storemen, casual despatch hands (junior and adult), junior and adult messengers.

23.—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 0 |
| Females | ..... | 7 | 19 11 |

Margin over Basic Wage per Week.

| | | Males. | Females. |
|-----------------------------------|-------|---------|----------|
| (b) Adults— | | £ s. d. | £ s. d. |
| Shop assistants | ..... | 1 12 6 | 1 6 6 |
| Storemen, packers, despatch hands | ..... | 1 7 6 | |
| Canvassers, collectors | ..... | 1 12 6 | |

Percentage of Basic Wage per Week.

| | | Males. | Females. |
|--|-------|--------|----------|
| (c) Juniors— | | | |
| Under 15 years of age | ..... | 27 | — |
| Between 15 and 16 years of age | ..... | 32 | 48 |
| Between 16 and 17 years of age | ..... | 43 | 59 |
| Between 17 and 18 years of age | ..... | 55 | 69 |
| Between 18 and 19 years of age | ..... | 65 | 87 |
| Between 19 and 20 years of age | ..... | 86 | 95 |
| Between 20 and 21 years of age | ..... | 100 | 100 |
| And thereafter the prescribed minimum adult rate | | | |

(d) Whilst so engaged, casual hands shall be paid at the rate of 10 per cent. in addition to the rates herein prescribed.

(e) Where a canvasser or collector provides his own bicycle he shall be paid an allowance of 2s. 6d. per week.

24.—Change Room.

Where an employer usually has more than six (6) workers engaged at the same time under the terms of this Award he shall provide his workers with a suitable room for keeping their hats and clothing and to use as a room for taking their meals. Such room shall be situated within a reasonable distance of his place of business and shall be kept in a proper state of cleanliness and shall be equipped with coat hangers, tables and chairs.

25.—No Reduction.

Nothing herein contained shall entitle an employer to reduce the wage of any worker who at the date of this Award was being paid a higher rate of wage than the minimum prescribed for his or her class of work.

26.—Uniforms and Overalls.

Should any dispute arise between the parties as to the wearing of uniforms and overalls, if such are required to be worn, the dispute, howsoever originating and any matter arising thereout, including the matter of the laundering of uniforms and overalls, shall be determined by the Board of Reference.

27.—Premiums.

No premium in respect of the employment of any worker bound by this Award shall be paid to or received by the employer or his agent, whether such premium is paid by the worker employed or by some other person.

28.—Country Work and Travelling Time.

(a) When a worker is engaged on outside work, the employer shall pay all fares, and a proper allowance at current rates shall be paid for all necessary meals. Fares shall be second class, except when travelling by coastal boat, when saloon fares shall be paid.

(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) 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 boat, not more than eight (8) hours shall be paid for in such period.

29.—Liberty to Apply.

Liberty is reserved to the parties to apply for a variation of clause 23 hereof.

30.—General.

It is hereby expressly agreed that nothing contained in this Award shall be quoted in the Court of Arbitration or during negotiations between employers and workers at any round-the-table conference in connection with any industrial dispute relating to workers other than those to whom this Award relates in the town of Collie.

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, 1954.

S. F. SCHNAARS,
Conciliation Commissioner.

Filed at my office this 23rd day of December, 1954.

R. BOWYER,
Clerk of the Court.

Schedule of Respondents.

Industry, Respondents.

Agents, General Commission; W. J. Nunn.
Boots, Shoes, Slippers; Ezywalkin Pty. Ltd.
Butchers; J. Suckling & Co.
Bicycle and Cycle, Motor and/or otherwise; Bruce Small Pty. Ltd., E. B. Riley.
Carpets and Linoleum; Lockes Ltd.
Chemist, Cosmetics; Len O. Siggs.
Confectionery; G. J. Coles & Co. Ltd.
Clothing (male or female); Cox Bros. (Australia) Ltd.
Departmental Stores; Foy & Gibson (W.A.) Ltd., G. J. Coles & Co. Ltd.
Drapers; R. V. Sarah.
Furniture; Lockes Ltd.
Fruit and Vegetables; P. Piavanini.
General Store Keeping; E. & N. Coote.
Jewellers; J. A. Rowland.
Motor Replacements and Accessories; Dorset Motor Company, Collie Motor Supplies.
Manchester; Bonser's Manchester House.
Newsagent and/or Novelties; P. McGeachie.
Radio and Electrical Appliances; E. A. Turner.
Toys; Foy & Gibson (W.A.) Ltd.
China, Glassware and Crockery; G. J. Coles & Co. Ltd.
Biscuits, Bread, Cakes; Foy & Gibson (W.A.) Ltd.

IN THE COURT OF ARBITRATION
OF WESTERN AUSTRALIA.

No. 2 of 1953.

Between Amalgamated Engineering Union of Workers, Kalgoorlie Branch; State Executive Australasian Society of Engineers' Industrial Association of Workers; Electrical Trades Union of Workers of Australia (Western Australian Goldfields Sub-branch), Kalgoorlie, Applicants, and Australian Blue Asbestos Ltd., Respondent.

The Conciliation Commissioner in pursuance of the powers and duties conferred upon him by section 108b of the Industrial Arbitration Act, 1912-1952, and in pursuance of a remission made to him by the Court of Arbitration doth hereby make the following Award in connection with the industrial dispute between the abovenamed parties.

1.—Title.

This Award shall be known as the "Engineers (Blue Asbestos Mining) Award, 1954," replacing Award 12 of 1949 as amended by 12a of 1949.

2.—Arrangement.

1. Title.
2. Arrangement.
3. Scope.
4. Term.
5. Area.
6. Wages.
7. District Allowance.
8. Transport.
9. Sleeping Quarters.
10. Dust Allowance.
11. Drinking Water.
12. Accident Pay.
13. Hours.
14. Overtime.
15. Continuous Process Workers.
16. Annual Leave and Holidays.
17. Weekly Hiring.
18. Payment for Sickness.
19. Shifts.
20. Payment of Wages.
21. Record Book.
22. Representative Interviewing Workers.
23. No Reduction.
24. Special Rates and Provisions.
25. Higher Duties.
26. Definitions.
27. University Students.
28. Board of Reference.
29. Dry Crushing Plant.
30. Change Rooms.
31. Apprentices.
32. Under-rate Workers.
33. Piecework.

3.—Scope.

This Award shall apply to the workers classified in clause 6 hereof, who are employed by the employer in connection with the production of blue asbestos.

4.—Term.

The terms of this Award shall be for a period of three (3) years and shall take effect from the commencement of the first pay period next following the date hereof.

5.—Area.

This Award shall have effect over the area covered by Mineral Claim No. 10 (h) and the locality within a radius of fifty (50) miles thereof.

6.—Wages.

(a) Basic Wage at the rate of £12 9s. 4d. per week.

| (b) Occupation | Margin per week. | £ | s. | d. |
|---|---------------------|----|----|----|
| Toolmaker | 4 | 10 | 0 | |
| Patternmaker | 4 | 17 | 6 | |
| Coppersmith | 3 | 15 | 0 | |
| Blacksmith | 3 | 15 | 0 | |
| Electrical Fitter | 3 | 15 | 0 | |
| Fitter | 3 | 15 | 0 | |
| Motor Mechanic | 3 | 12 | 0 | |
| Turner | 3 | 15 | 0 | |
| Universal Miller | 3 | 15 | 0 | |
| Miller | 3 | 15 | 0 | |
| Borer | 3 | 15 | 0 | |
| Planer | 3 | 15 | 0 | |
| Shaper | 3 | 15 | 0 | |
| Slotter | 3 | 15 | 0 | |
| Radial Driller | 3 | 15 | 0 | |
| Driller Using Cutter Bar | 3 | 15 | 0 | |
| Drill Doctor | 2 | 17 | 6 | |
| Oxy-Acetylene and Electric Welder | 3 | 15 | 0 | |
| Driller and/or Screwer | 1 | 15 | 0 | |
| Motor Attendant | 1 | 15 | 0 | |
| Switchboard Attendant | 1 | 15 | 0 | |
| Electrical Wireman or Linesman | 2 | 17 | 6 | |
| Pipe Fitter | 2 | 2 | 6 | |

Percentage
of Basic
Wage and
District

| (c) Apprentices' Wages. | Allowance. |
|-------------------------|------------|
| First year | 30 |
| Second year | 45 |
| Third year | 60 |
| Fourth year | 80 |
| Fifth year | 100 |

(d) Casual workers shall be paid ordinary rates plus ten per cent. (10%).

7.—District Allowance.

A district allowance of thirty shillings (30s.) per week shall be paid to all adult workers employed under this Award. Liberty is hereby reserved to either party to apply for variation of this clause.

8.—Transport.

(a) When a worker is engaged at Perth, the employer shall provide transport from Perth, or from any port North thereof, to the place of employment, the cost of same to be deducted from the subsequent earnings of the worker, in such manner as is agreed upon in writing by the parties. Provided that if the worker completes six months' continuous service with the employer, the cost of such transport shall be refunded to the worker by the employer.

(b) In the case of a worker suffering from a serious illness, should the normal Flying Doctor Service or other air service be unavailable, the employer shall provide transport to the nearest doctor and back: Provided that such illness is confirmed as being serious by the doctor's medical certificate. If such illness is not confirmed as being serious by the doctor's certificate, the employee shall pay the cost of such transportation.

9.—Sleeping Quarters.

Suitable sleeping quarters consisting of a cooled building, protected from flies, shall be supplied by the employer for the use of men employed on night shift.

10.—Dust Allowance.

A dust allowance, in addition to the margins provided by this Award, shall be paid to workers employed in the mill, if and when so decided by a Board of Reference, of which the chairman shall be a qualified medical practitioner agreed upon by the parties.

11.—Drinking Water.

(a) In all districts where free water is supplied by the employer, single men shall get three (3) gallons and married men six (6) gallons per day.

(b) Good drinking water shall be supplied on all levels where men are working and kept cool and free from dust. Where practicable, and if required, hot points shall be provided on all levels for the purpose of heating water; or alternatively, if required, the employer shall supply hot water to workers at all levels.

12.—Accident Pay.

In the event of a worker meeting with an accident during the shift, or being required to attend to one who has met with an accident, he shall be deemed to have rendered duty during the whole of the shift, and be paid accordingly.

13.—Hours (Other than Continuous Process Workers).

(a) The ordinary working hours shall not exceed forty (40) in any one week, and shall not exceed eight (8) hours daily, to be worked between the hours of 7 a.m. and 5 p.m. from Monday to Friday, inclusive: Provided that for workers employed on maintenance work and other necessary work which cannot be carried out while the mill is operating, a week's work may, at the option of the employer, consist of five and a half (5½) days, Monday to Saturday, inclusive.

(b) Lunch interval shall not exceed forty-five (45) minutes.

(c) Workers working underground shall work the hours provided in the Award governing members of the Australian Workers' Union.

Should the worker's service underground occupy less than the full underground shift of seven (7) hours thirty (30) minutes, he shall, on the completion of two (2) hours of such service, be credited at ordinary time rate with having performed four (4) minutes' additional service in respect of each hour's absence from the surface on duty; and at the employer's option this may be adjusted by allowing time off duty corresponding to such credited additional service.

14.—Overtime (Other than Continuous Process Workers).

(a) For all work done beyond the hours of duty on any ordinary day, payment shall be at the rate of time and a half for the first two (2) hours and double time thereafter.

(b) Except as provided in subclause (a) of clause 13 work done on Saturdays shall be paid for at the rate of time and a half for the first four (4) hours and double time thereafter.

(c) Repairs to the machinery of the employer which is broken down and has caused a stoppage of operations shall be paid for at the rate of time and a half on Saturdays, Sundays and holidays.

(d) Work done on Sundays and holidays shall be paid for at the rate of double time.

(e) When a worker is recalled to work after leaving the premises he shall be paid for at least two (2) hours at overtime rates.

(f) When a worker is required to continue working after the usual knock-off time for more than one hour without having been notified on the previous day, he shall be provided with any meal required, or shall be paid two shillings and sixpence (2s. 6d.) in respect of any such meal required.

(g) When a worker is required to hold himself in readiness for a call after ordinary hours, he shall be paid at ordinary rates for the time that he holds himself in readiness.

(h) When a worker is required for duty during any meal time, whereby his meal time is postponed for more than one hour, he shall be paid at overtime rates until he gets his meal.

(i) When computing overtime, any district allowance shall not be computed as an addition to the day's pay.

15.—Continuous Process Workers.

(a) Forty (40) hours shall constitute a week's work from Mondays to Saturdays to be worked in five (5) shifts of eight (8) hours each inclusive of crib time.

(b) A worker called upon to work a sixth shift in any week shall be paid at the rate of time and a half.

(c) For work done beyond the hours of duty on any ordinary day, payment shall be at the rate of time and a half for the first two (2) hours and double time thereafter.

(d) When computing overtime, the district allowances shall not be computed as an addition to the day's pay.

(e) These overtime rates shall not apply to excess time due to private arrangements between the workers themselves, or which is necessary for effecting periodical rotation of shifts, or which is owing to a relieving man not coming on at the appointed time. The time for which any worker may be paid at ordinary rates instead of overtime due to a relieving man not coming on at the proper time, shall not exceed two (2) hours, after the expiration of which, overtime rates shall apply for the whole shift.

(f) When a worker is required to continue working after the usual knock-off time for more than one hour without having been notified on the previous day, he shall be provided with a meal, or shall be paid two shillings and sixpence (2s. 6d.) in respect of any such meal.

(g) All work done on Sundays shall stand alone and be paid for at the rate of time and a half, and any work done in excess of eight (8) hours shall be paid for at the rate of time and a half for the first two (2) hours and double time thereafter.

(h) Work done on holidays shall be paid at double time, except work in connection with repairs to machinery which has broken down and caused a stoppage of operations.

16.—Annual Leave and Holidays.

(a) Each worker shall be entitled to three (3) weeks' annual leave on full pay, or should the period of continuous employment be less than one year, the worker shall be paid a sum proportionate as his length of service is to the full year's employment. Annual leave shall be taken at a time suitable to the convenience of the employer; provided that where a worker is dismissed for wilful misconduct he will not be entitled to the benefits of this clause.

(b) The amounts to be paid under subclause (a) shall be calculated at the rate prevailing at the time the payment is made.

(c) The provisions as to annual leave shall not apply to casual workers.

(d) Subject to clauses 14 and 15, the following shall be paid holidays:—Christmas Day, Easter Monday, Labour Day and one additional day in each calendar year to be nominated by the employer. If Christmas Day falls on a Sunday the following Monday shall be observed. Provided that any worker who does not present himself for work on the working day following any of the above-mentioned holidays shall not be entitled to be paid for such holiday unless he produces proof satisfactory to the employer that he was prevented by sickness from presenting himself for work on any such day and that such sickness was not due to intemperance or misconduct.

17.—Weekly Hiring.

(a) A week's notice of intention to terminate the employment shall be given on either side, except in the case of casual workers.

(b) The employer shall be under no obligation to pay for any day not worked upon which the worker is required to present himself for duty, except such absence from work is due to illness and comes within the provisions of clause 18 or such absence is on account of holidays or annual leave to which the worker is entitled under the provisions of the Award.

(c) This clause does not affect the right to dismiss for misconduct, and in such case wages shall be paid up to the time of dismissal only.

(d) 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 break down of the employer's machinery, or any stoppage of work by any cause which the employer cannot reasonably prevent.

18.—Payment for 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's pay at the Award rate for each completed month of service: Provided that payment for absence through such ill-health shall be limited to one week's pay 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 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 provision shall not count for the purpose of determining his right to holidays.

19.—Shifts.

(a) Men working shifts not subject to weekly rotation shall be paid for each shift other than day shift at the rate of time and a quarter.

(b) Men working shifts which rotate weekly shall be paid an additional five per cent. (5%) when on night shift.

(c) Work other than day shift shall not be recognised as afternoon or night shift unless in either case five (5) consecutive afternoons or nights are worked; but shall be deemed to be overtime; on completion of the fifth consecutive afternoon's or night's work, the worker shall be deemed to have been employed on afternoon or night shift, as the case may be, during the preceding four (4) afternoons or nights, and thereafter during any subsequent consecutive afternoons or nights he is so employed.

20.—Payment of Wages.

Pay day shall be in accordance with section 55 of the Mines Regulation Act. Any worker leaving or being discharged shall be paid the full amount of wages due to him within one hour of ceasing work, or within one hour of the opening of the office, if such office was closed at the time of his ceasing work, whenever same is practicable.

21.—Record Book.

A time and wages book shall be kept by each employer, in which shall be entered the name of each worker, the nature of the work he is doing, the hours worked each day, and the amount of wages received by him each week. The employer shall be responsible for the proper posting of the book each week; the said book shall be open to the authorised representative of the union at any time during working hours, and he shall be allowed to take necessary extracts therefrom.

Provided that any system of automatic recording by means of machines shall be deemed a compliance with this provision to the extent of the information recorded.

22.—Representative Interviewing Workers.

In the case of disagreement existing or anticipated concerning any of the provisions of this Award, an accredited representative of the union shall be permitted to interview the workers during the recognised meal hour, on the business premises of the employer, but this permission shall not be exercised without the consent of the employer more than once in any one week.

23.—No Reduction.

Nothing herein shall in itself operate to reduce the wage of any worker below the rate actually received by him at the date hereof.

24.—Special Rates and Provisions.

(a) **Leading Hands:** Leading Hands in charge of not less than three (3) and not more than ten (10) workers shall be paid at the rate of fifteen shillings (15s.) per week extra.

More than ten (10) and not more than twenty (20) workers, thirty shillings (30s.) per week extra.

More than twenty (20) workers, forty-five shillings (45s.) per week extra.

(b) **Dirt Money:** Workers employed on dirty work or in wet places, shall be paid two pence (2d.) per hour extra. In case of a dispute as to whether the work is or is not dirty or wet, it shall be referred to the Board of Reference whose decision shall be final.

(c) A fitter or other tradesman, not specially employed as a welder, who, in addition to his employment as such is also required to do welding, shall be entitled to receive one shilling (1s.) per day extra whilst so employed.

Liberty is reserved to the respondent to apply at any time during the currency of the Award for its deletion.

(d) **Height Money:** Tradesmen and welders engaged on the surface in the erection, repair and/or maintenance of steel frame buildings, smoke stacks, bridges or similar structures at a height of fifty (50) feet or more above the nearest horizontal plane shall be paid at the rate of one shillings and tenpence (1s. 10d.) per shift extra.

(e) **Supply of Goggles:** Suitable goggles shall be provided by all employers to workers when using emery wheels. Goggles, glasses, gloves and leather aprons, or other efficient substitutes therefor shall be available for the use of workers engaged in welding.

25.—Higher Duties.

A worker engaged for more than two (2) hours in any one day on duties carrying a higher rate than his ordinary classification shall be paid the higher rate for such day.

26.—Definitions.

(a) **"Motor Mechanic"** means a worker engaged in making, repairing, altering, assembling (except assembling for the first time in Australia) and/or testing the metal parts (including electric) of the engines and/or chassis on motor cars or other motor vehicles, except motor cycles.

(b) **"Electrical Fitter"** means a tradesman employed in making, repairing, altering, assembling, testing, winding or wiring electrical machines, instruments, meters or other apparatus, other than wires leading thereto, but a worker whose duty consists of placing electrodes in "neon" tubes sealed by the worker shall not be deemed for that reason to be an electrical fitter.

(c) **"Electrical Wireman"** means a worker engaged in installing electric light, meters, bells or telephones, or running, repairing and testing of wires used for power, light or heating purposes.

(d) **"Electrical Linesman"** means a worker engaged (with or without labourers assisting) in erecting poles for electrical wires, or erecting wires or cables on poles or over buildings, or tying it or them to insulators, or joining or insulating it or them, or doing any work on electrical poles off the ground, but no linesman shall be allowed to work off the ground on live wires without the assistance of a labourer.

(e) **"Motor Attendant"** means a worker engaged in stopping or starting motors, replacing motor fuses, oiling or cleaning motors, and who shall be engaged exclusively on such work.

(f) **"Switchboard Attendant"** means any worker attending to or in charge of any switchboard, or doing any work necessary for the working of the same other than repairs or additions.

(g) **"Pipe Fitter"** means any worker employed on pipe work but does not include a worker solely engaged in assembling, joining and fixing pipes. All work on live steam pipes shall be a tradesman's work.

(h) **"Casual Hand"** means any worker whose services are dispensed with by the employer before he shall have completed six (6) days of his engagement.

(i) **"Toolmaker"** means a tradesman making and/or repairing any precision tool, gauge, die, or mould to be affixed to any machine, who designs or lays out his work and is responsible for its proper completion.

(j) **"Drill Doctor"** shall mean a worker other than a tradesman, engaged in assembling, renewing or putting together the parts of a rock drill as received from the maker and in servicing same when assembled, but does not include a worker engaged in any work in the nature of altering or repairing such parts, which is the work of a fitter.

27.—University, Technical College and School of Mines Students.

Provision may be made by agreement between the parties as to terms and conditions for employment, but any such agreement shall be submitted to the Court for approval within one month after the making thereof.

28.—Board of Reference.

(a) The Court appoints for the purposes of the Award a Board of Reference. Such Board shall consist of a chairman to be appointed by the Court and two (2) other representatives, one to be nominated by each of the parties. Provided that where the matter of dust allowance in the mill is the subject referred to the Board for decision the chairman shall be a qualified medical practitioner.

(b) There shall be assigned to such Board the functions of—

(i) deciding matters specifically referred to in the Award as being the subject matter of a decision of the Board;

(ii) 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;

(iii) deciding all matters and questions referred to in the Award as being the subject of mutual agreement if not agreed upon;

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

(c) 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 and form part of this Award. (Regulation 106.)

(d) There shall be no cessation of work pending the reference to and the settlement of any dispute by the Board.

29.—Dry Crushing Plant.

No dry crushing plants shall be operated unless under such conditions as obviate dust as far as is reasonably practicable. It shall be the duty of the Inspector of Mines to make an examination of all dry crushing plants in his district, once in each month, and at such other times as he may be requested so to do by the secretary of the union. He shall examine and report to the State Court of Arbitration, and such report shall be prima facie evidence of the facts stated therein.

30.—Change Rooms.

If more than four (4) persons are employed underground in any mine in one shift, sufficient accommodation shall be provided above ground near the principal entrance to the mine, and not in the engine room or boiler house, for enabling the persons employed in the mine to conveniently dry and change their clothes, and in no case shall men dry their clothes upon a boiler. Hot water shall be supplied in all change rooms.

31.—Apprentices.

(a) The provisions of the Apprenticeship Regulations 1953 subject to any modifications or alterations contained in this clause, are hereby embodied in and form part of this Award.

(b) The maximum number of apprentices allowed to any employer shall be in the proportion of one apprentice to every three (3) or fraction of three (3) journeymen employed by him in that branch: Provided that the fraction of three (3) shall not be less than one.

(c) If the apprentice is employed on a mine and the mine ceases any operations in which the apprentice is engaged, the apprenticeship may be terminated, in which case the apprentice shall be given a certificate to show the time he has served, and the employer shall endeavour to find him another employer willing to complete the term. Should the apprentice desire to complete his apprenticeship with another employer, the certificate he has received from the former employer shall be prima facie evidence of the wages he is entitled to receive and the period necessary to complete his apprenticeship.

(d) If the apprentice shall at any time during the said term be wilfully disobedient to the lawful orders of the employer, his managers, foremen, or other servants having authority over the apprentice, or be slothful, or negligent or dishonest, or shall otherwise grossly misbehave himself, or shall not conduct himself as a good and faithful apprentice should do, or shall not faithfully observe and keep his part of his agreement, then it shall be lawful for the employer, with the consent of the Court, to discharge the apprentice from his service.

(e) The Court may in its discretion for any cause which it may deem sufficient, on the application of any party to an apprenticeship agreement, abrogate or cancel the agreement, either unconditionally, or subject to such terms and conditions as it may deem advisable.

(f) Apprentices shall be allowed to one of the following trades, namely, patternmaker, copper-smith, electrical fitter, blacksmith, fitter and/or turner, machinist, motor mechanic, welder.

32.—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.

33.—Piecework.

(a) Subject to the minimum wage rates and other conditions herein prescribed, an employer may remunerate any of his workers under any system of payment by results.

(b) The union may during the currency of this Award apply to the Court for the correction or regulation of any piecework rate, time bonus, task rate, or any other system of payment by results.

In witness whereof this Award has been signed by the Conciliation Commissioner this 23rd day of December, 1954.

S. F. SCHNAARS,
Conciliation Commissioner.

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 Federated Engine Drivers and Firemen's Union of Workers of W.A., Collie, Applicants, and Amalgamated Collieries of W.A. Ltd. and others, Respondents, are parties, and in the matter of an application by the Union for consolidation of Award No. 20 of 1938 of the Court of Arbitration of W.A.

(Application No. 61 of 1954 of W.A.C.I.T.)

Decision.

THE Schedule annexed to the application before the Tribunal is a draft consolidation of Award No. 20 of 1938 of the Court of Arbitration as amended from time to time. The draft purports to contain all amendments made to the original Award since its issuance.

The applicant Union has asked that a new consolidated Award be issued in the terms of the Schedule. The respondent Companies join in the application and agree that the draft represents a true consolidation of the existing Award, No. 20 of 1938, as amended.

The Tribunal confirms the Agreement arrived at between the parties and now issues a new Award in the terms of the Schedule to apply to the parties as from to-day.

Dated at Collie this 27th day of October, 1954.

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

Filed in my office this 13th day of December, 1954.

R. BOWYER,
Clerk of Court of Arbitration.

Schedule.

Engine Drivers.

1.—Title.

This Award shall be known as "The Collie Federated Engine Drivers and Firemen's Union of Workers of W.A., Award No. 61, 1954," and shall replace Award No. 20 of 1938 made by the Court of Arbitration of Western Australia as amended pursuant to the National Security (Coal Mining Industry Employment) Regulations made under the Defence (Transitional Provisions) Act, 1946-1950, and pursuant to the Mining Act Amendment Act, No. 84 of 1948, Division I, Part XIII.

2.—Arrangement.

1. Title.
2. Arrangement.
3. Scope and Area.
4. Term.
5. Rates of Wages.
6. Hours of Duty.
7. Overtime.
8. Duties of Engine Drivers.
9. Crib Time for Firemen.
10. Sundays and Holidays.
11. Annual Leave.
12. Sick Leave.
13. Reduction of Hands.
14. No Discrimination.
15. Board of Reference.
16. Deductions from Wages.
17. Pay Day.
18. Wet Work.
19. Mixed Functions.
20. Attendance Allowance.

3.—Scope and Area.

This Award shall operate over the Coal Mining Industry in the South-West Land Division of Western Australia.

4.—Term.

The term of this Award shall be three (3) years from the commencement of the first pay period next following the date hereof.

5.—Rates of Wages.

The following shall be the minimum rates of wages payable to workers employed in the occupations set out hereunder:—

(a) Basic Wage.—£12 6s. per week, as fixed by the State Arbitration Court of Western Australia, which took effect from midnight on the 26th July, 1953, and represents £2 4s. 8 8/11d. per shift based on the standard of 11 shifts per fortnight.

| Column 1. No. | Column 2. Classification. | Column 3. Margin per Shift. |
|------------------|--|-----------------------------------|
| | | s. d. |
| 1. | Winding engine driver | 14 8 |
| 2. | Navvy driver | 16 11 |
| 3. | Fireman | 7 7 |
| 4. | Steam navvy shovel fireman | 8 2 |
| 5. | Bulldozer driver | 14 1 |
| 6. | Tractor driver | 14 1 |
| 7. | Carryall driver | 14 1 |
| 8. | Dragline driver (walking) (4 to 6 yard capacity) | 20 0 |
| 9. | Diesel engine driver | 8 6 |
| 10. | Diesel engine driver doing regular greasing | 9 6 |
| 11. | Crane driver (not exceeding lifting capacity 5 tons) | 8 9 |
| 12. | Tournapull driver | 16 1 |

(c) For all time worked on any day (including Sundays and holidays) during the ordinary working hours on afternoon or night shift, $7\frac{1}{2}$ per cent. shall be added to the day shift rates. All time worked on any day (including Sundays and holidays) outside the ordinary working hours on afternoon or night shift shall be paid for at the rate of $7\frac{1}{2}$ per cent. of the day shift rate in addition to the penalty rates prescribed herein.

(d) When a colliery is hauling and tipping coal on two shifts, 10 per cent. shall be added to the day-shift rates for employees who work on the afternoon and midnight shift.

(e) A shift premium of 2s. per shift shall be paid to all open-cut workers for the work done on afternoon shift and 4s. per shift for the work done on night shift, in addition to the existing shift allowance of $7\frac{1}{2}$ per cent.

(f) (i) Where a bus service is provided or any other form of public transport, the employer shall pay all charges in respect of fares for the transport of employees to and from work in excess of 12s. 4d. per fortnight per employee. The employee concerned shall pay all charges up to and including 12s. 4d. per fortnight.

(ii) Where an employee is required to work outside the normal hours of duty (8 a.m. to 3 p.m. day shift and 3 p.m. to 10 p.m. afternoon shift) or on night shift, and has to provide his own conveyance, the employer shall pay such employee an amount equal to the liability of the employer in respect to each employee at the mine living in the same locality, under the provisions of paragraph (i) of this subclause.

(iii) Any dispute as to the operation of this subclause shall be determined by the Board of Reference.

6.—Hours of Duty.

(1) Thirty-five (35) hours shall constitute a week's work in pay week and forty-two (42) hours in back week. No day's work shall exceed seven (7) hours. If pay-Saturday is worked, five (5) hours shall constitute a full shift, for which the worker shall receive seven and a half ($7\frac{1}{2}$) hours' pay. Should the worker be required to work less than five (5) hours, then such time as he has worked shall be deemed to be a full pay-Saturday shift and shall be paid for accordingly. Should the worker cease work of his own accord, he shall be paid at ordinary overtime rate for such time as he actually worked.

(2) These hours shall be inclusive of crib time counted as time worked. The customary procedure for haulage engine drivers to stand by their engines during crib time if so required by the employer or by any law or regulation made or passed by any competent authority shall be continued.

7.—Overtime.

For all work done beyond the hours of duty on any week day other than a holiday, payment shall be made at the rate of time and a half during the first four (4) hours and double time thereafter.

An employee required to work overtime in excess of three hours after the completion of a shift shall be allowed at least twenty minutes for a meal without deduction of pay, and, unless notified the previous day that he will be required to work overtime, shall be either supplied with a meal by the employer or be paid 4s. in lieu thereof: Provided that this payment need not be made to an employee who can reasonably go home for a meal. After each four hours of such overtime following a meal break, an employee shall be allowed a further twenty minutes without deduction of pay and be either supplied with a meal by the employer or be paid 4s. in lieu thereof.

8.—Duties of Engine Drivers.

It shall be part of the duties of haulage engine drivers to look after generators and dynamos, but no reduction shall be made in wages of haulage engine drivers if during any shift they are not called upon to do any haulage.

9.—Crib Time for Firemen.

On day shift (Sundays, pay-Saturdays and specified holidays excepted), the Companies shall provide relief for firemen during crib time; the limit of such crib time shall be in conformity with the approved custom of the Collie Coalfields District. The period specified for such crib time shall be immediately after the other workers at the mine's specified crib time. The firemen relieved shall be responsible for the proper firing of the boilers.

10.—Sundays and Holidays.

(a) The following days shall be observed as paid holidays:—New Year's Day, Australia Day (January), Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day (June), Christmas Day, Boxing Day, or any day, excepting Easter Saturday, when such holiday falls on a back Saturday, observed by the public in Western Australia in lieu thereof, together with all other days gazetted from time to time as public holidays, which are observed generally by the public in Western Australia, provided that any employee who without good and sufficient reason fails to work on the working day immediately preceding a holiday or the first working day following such holiday shall not be entitled to payment for such holiday. Easter Saturday, when such holiday falls on a back Saturday, shall be deemed to be an unpaid holiday.

(b) All work performed on Sundays or holidays as prescribed in subclause (a) hereof shall be paid for at the rate of double time: Provided that where the work of any grade of employee is so continuous over the whole week as to necessitate their being rostered for work regularly on Sundays, the rate for such work shall be time and a half.

(c) Any employee not required to work on a recognised holiday who changes his employment from one employer to another after the working day immediately preceding but before the first working day following such holiday shall, subject to provisions of subclause (a) hereof, receive payment for such holiday from the employer by whom he is employed on the first working day following the holiday, and the said employer shall have the right to recover from the employer by whom the employee was employed on the working day immediately preceding the holiday 80 per centum of the amount of the payment made to the employee.

(d) An employee not required to work on a recognised holiday who through the operation of Mine Workers' Pensions Legislation is required to vacate his employment after the working day immediately

preceding but before the first working day following such holiday, shall be entitled to payment for such holiday unless without good and sufficient reason he fails to work on the working day immediately preceding the holiday.

11.—Annual Leave.

(a) Each worker shall be entitled to 16½ days' annual leave on full pay at his rate of wages per shift payable at the time he takes such holiday: Provided that the worker has worked the full number of shifts which his mine has worked for the production of coal and which he would have normally worked during the preceding twelve months, and should he have worked less than the said number of shifts when the said holiday is taken, or at the termination of his employment, he shall receive or be paid for a proportionate number of holidays; provided further, that where the worker is dismissed for wilful misconduct he shall not be entitled to the benefits of the provisions of this subclause. Annual holidays for each year shall be granted and taken between 1st October and 30th April next ensuing.

(b) (i) Shifts lost on account of compensatable accidents sustained during the course of employment (not exceeding one month at a time) shall be regarded, for the purpose of calculation of the extent of annual leave, as shifts of actual attendance during those days for which the mine has worked for the production of coal.

(ii) Shifts lost by an employee through absence on paid sick leave and long service leave, or shifts lost by a union official *bona fide* absent from his employment either to attend proceedings before any industrial tribunal or commission in which the parties to this Award are interested parties, or with the permission of the management to attend to Union business, shall be regarded for the purpose of this clause as shifts worked.

12.—Sick Leave.

As from the first day of September, 1947, any employee who is absent from his work with an employer on account of personal illness, or on account of injury sustained without his own default or wilful act, shall be entitled to paid leave of absence subject to the following conditions and limitations:—

(a) Each worker shall be entitled to sick leave on full pay on the basis of one day for each completed month of service.

(b) Where a worker has worked less than the full number of shifts which his mine has worked for the production of coal, he shall be allowed to accumulate sick leave only on the proportion of days worked by him to the number of days worked by the mine for the period over which the sick leave has accumulated.

(c) Leave allowable under this clause which is not availed of by an employee during the time it accrues shall be allowed to accumulate to a period of sixty (60) days.

(d) Any sick leave taken shall be deducted from the sick leave accumulated, the balance, if any, remaining to the credit of the employee and to commence to accumulate again upon his resumption of work.

(e) Where practical, within twenty-four hours but not later than seventy-two (72) hours of the commencement of such absence, the employee shall inform the employer of his inability to attend for duty and, as far as practicable, state the nature of the injury or illness and the estimated duration of the absence.

(f) The employee shall prove to the satisfaction of his employer (or in the event of a dispute, of the appropriate industrial authority) that he was unable on account of such illness or injury to attend for duty on the day or days for which sick leave is claimed.

(g) An employee shall not be entitled to be paid sick leave of absence for any period in respect of which he is entitled to workers' compensation.

(h) The employee shall be paid for each day of leave allowable under this clause at the appropriate rate for his class of work, or in the case of a contract miner, the minimum rate for his grade.

(i) For the purpose of calculation of sick leave, any absence from work on account of long service leave or annual leave shall be regarded as shifts worked.

(j) Provided that any employee who changes his employment and maintains continuity of employment in the coal mining industry shall only be entitled to credit by his new employer of up to five days for leave accumulated but not availed of by him in his former employment.

13.—Reduction of Hands.

In the event of a reduction of hands at a particular mine, the last worker employed in the particular class of work shall be the first to be dismissed, but this provision shall not apply to any worker dismissed for gross misconduct or refusal to obey lawful orders, or for incapacity, the proof of which, if disputed, shall lie upon the employer. If a worker has been shifted from one class of work to another, then his length of service, for the purpose of determining seniority, shall be deemed to date from the last time he signed on at the mine during his current period of employment.

14.—No Discrimination.

All workers engaged by the employer shall make application to become members of the applicant Union within three (3) weeks of their engagement.

The Union shall accept them as members: Provided that they are persons of good character, and tender the entrance fees and subscriptions in accordance with the rules of the Union.

15.—Board of Reference.

In the event of any dispute arising in relation to any matter under this Award failing a settlement between the parties, either party may refer the dispute to a Board of Reference appointed pursuant to the Mining Act Amendment Act, No. 84 of 1948, Division I, Part XIII: Provided always that the Board of Reference shall not have power to alter or amend any portion of the Award nor to impose any conditions, nor shall this provision take away the right of either party to apply to the Tribunal for an interpretation of the Award or part thereof, or to take any enforcement proceedings. There shall be no cessation of work pending a settlement of the dispute.

16.—Deductions from Wages.

The employer may deduct from the worker's wages the amounts agreed upon on account of contributions to the Medical Benefits, contributions to the Accident Relief Fund, and the Aged and Infirm Coal Miners' Superannuation Fund, and any other contributions agreed to by both parties.

17.—Pay Day.

The wages shall be paid to all workers on every alternate Friday.

18.—Wet Work.

If any worker be compelled to work in water, or if water drips on him in sufficient quantity to inconvenience him in his work, he shall be paid 2s. 6d. per shift extra. Should any dispute arise hereunder it shall be referred to the Board of Reference for decision.

19.—Mixed Functions.

Except where otherwise provided, an employee who performs mixed functions on any shift shall be paid for the whole shift at the rate prescribed for the highest of such functions.

20.—Attendance Allowance.

(1) (a) Each member of the Collie Federated Engine Drivers and Firemen's Union of Workers of Western Australia who works for the eleven ordinary days comprising a pay period shall in respect of that period, if the colliery at which he works has been in production on each of the said days, be entitled (in addition to his ordinary earnings) to payment as for a shift at the appropriate rate for him.

(b) Each member of the Collie Federated Engine Drivers and Firemen's Union of Workers of Western Australia who is absent from work for portion of a pay period on paid sick leave or on workers' compensation, but who works on all other ordinary working days during the said period shall, in respect of that period, if the colliery at which he works has been in production on each of the eleven ordinary working days of the pay period, be entitled (in addition to his ordinary earnings) to payment of one-eleventh of a shift at the appropriate rate for him for each day worked by him.

(2) (a) Where during a pay period the colliery has been out of production through the occurrence of a recognised holiday, a mechanical breakdown, a fire, a flood or through a strike by members of another Union, subject to it having worked for the production of coal on all other ordinary working days during the said period, each member of the Collie Federated Engine Drivers and Firemen's Union of Workers of Western Australia, who on all the working days comprising the said pay period attends for work and is available to perform such work as the management may reasonably require shall be entitled in respect of that period (in addition to his ordinary earnings) to payment of one-eleventh of a shift at the appropriate rate for him for each production day worked by him.

(b) Where during a pay period the colliery has been out of production through the occurrence of a recognised holiday, mechanical breakdown, a fire, a flood, or through a strike by members of another Union, subject to it having worked for the production of coal on all other ordinary working days during the said pay period, each member of the Collie Federated Engine Drivers and Firemen's Union of Workers of Western Australia who is absent from work for portion of the said pay period on paid sick leave or workers' compensation, but who on all other ordinary working days of the said pay period attends for work and is available to perform such work as the management may reasonably require, shall be entitled, in respect of that period (in addition to his ordinary earnings), to payment of one-eleventh of a shift at the appropriate rate for him for each production day worked by him.

(3) This order shall be binding upon employers in the coal mining industry in respect of each and every member of the Collie Federated Engine Drivers and Firemen's Union of Workers of Western Australia employed by them in the said industry in the State of Western Australia and upon the Collie Federated Engine Drivers and Firemen's Union of Workers of Western Australia and members thereof. It shall commence to operate on and from the beginning of the pay period current on 3rd May, 1951, and shall remain in force by way of interim order for a period of six months thereafter or until further order: Provided that this order shall not apply to the State Electricity Commission or its employees.

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

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 172 of 1954.

Between Electrical Trades Union of Workers of Australia (Western Australian Branch), Perth, Applicant, and General Manager of Western Australian Government Tramways and Ferries, Respondent.

HAVING heard Mr. R. W. Fletcher 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. 24 of 1951, as amended, be and the same is hereby further amended in the terms of the attached Schedule.

Dated at Perth this 13th day of December, 1954.

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

Schedule of Amendments.

(1) Delete existing clause 5 and insert in lieu thereof the following:—

5.—Other Provisions.

(a) The provisions and wages schedule of Part II of Award No. 12 and 14 of 1947, as amended to date, shall be embodied in and form part of this Award, except as follows:—

(i) Clause 38 shall apply only in respect of apprentices to the trade of electrical fitter.

(ii) Items 1, 3, 6 and 9 of the Wages Schedule shall not apply to this Award.

(b) The apprenticeship regulations as issued pursuant to Award No. 12 and 14 of 1947 (as amended) shall apply with the following addition:—

Regulation 1 (c)—Add to Group III the words "Electrical Trades Union."

(2) Delete the reference inserted by Order No. 111 of 1952 reading—

"Liberty is reserved to either party to apply for further amendments to the wages schedule."

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 163 of 1954.

Between State Executive Australasian Society of Engineers' Industrial Association of Workers, Applicant, and The State Electricity Commission of Western Australia, Respondent.

HAVING heard Mr. R. A. West on behalf of the applicant and Mr. A. B. Stannard 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. 86 of 1948, as amended, be and the same is hereby further amended in the terms of the attached Schedule.

This order shall operate as from the beginning of the first pay period commencing on or after the date hereof.

Dated at Perth this 13th day of December, 1954.

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

Schedule of Amendments.

Delete the Wages Schedule of Award No. 86 of 1948 as amended and insert in lieu thereof the following:—

Wages Schedule.

| | £ | s. | d. |
|---|----|----|----|
| Basic Wage per Week— | | | |
| Within a fifteen mile radius from the G.P.O., Perth | 12 | 6 | 6 |
| Outside a radius of fifteen miles from the G.P.O., Perth, but within the South-West Land Division | 12 | 6 | 0 |
| Outside the South-West Land Division but below the 27th parallel of South latitude | 12 | 9 | 4 |

Classifications—

| | Margin Per Week. |
|--|---------------------|
| | £ s. d. |
| 1. Patternmaker | 4 17 6 |
| 2. Scientific Instrument Maker (when employed as such) | 4 10 0 |
| 3. Cable Joiner | 3 12 6 |
| 4. Welder | 4 2 6 |
| 5. Instrument Fitter (Power Station) | 4 2 6 |
| 6. Blacksmith in Workshops | 3 17 6 |
| 7. Fitter | 3 15 0 |
| 8. Turner | 3 15 0 |
| 8a. Motor Mechanic | 3 12 0 |
| 9. 1st Class Machinist | 3 15 0 |
| 10. 2nd Class Machinist | 2 10 0 |
| 11. 3rd Class Machinist | 1 15 0 |

| | Margin Per Week. |
|--|---------------------|
| | £ s. d. |
| 12. Armature Winder | 3 15 0 |
| 13. Rigger (Power Station) | 3 15 0 |
| 14. Installer | 3 7 6 |
| 15. Lineman, 1st grade, with more than three years' experience as a lineman | 3 6 0 |
| 16. Second grade, with less than three years' experience and includes a trainee in line school | 3 0 0 |
| 16. Lineman's Assistant | 1 4 0 |
| 16a. Brush and Commutator Attendant | 2 15 0 |
| 16b. Meter Tester— | |
| First Grade | 2 15 0 |
| Second Grade | 2 5 0 |
| 16c. Meter Fixer | 2 17 6 |
| 16d. Tradesman's Assistant | 1 4 0 |
| 16e. All others | Nil |

Apprentices—

| Year. | % of Male Basic Wage. |
|-------------------|--------------------------|
| First year | 30 |
| Second year | 45 |
| Third year | 60 |
| Fourth year | 80 |
| Fifth year | 100 |

Delete Clause 28—Leading Hands, and insert in lieu thereof the following:—

28.—Leading Hands.

Leading hands placed in charge of—

- not less than three and not more than 10 other workers, shall be paid 15s. per week extra;
- more than 10 and not more than 20 other workers, shall be paid 30s. per week extra;
- more than 20 other workers, shall be paid forty-five (45s.) per week extra.

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 164 of 1954.

Between Federated Moulders (Metals) Union of Workers, Perth, Applicant, and Minister for Works and others, Respondents.

HAVING heard Mr. A. E. Hewitt on behalf of the applicant and Mr. A. B. Stannard 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 No. 19 of 1930, as amended, be and the same is hereby further amended in the terms of the attached Schedule.

This order shall operate as from the beginning of the first pay period commencing on or after the date hereof.

Dated at Perth this 13th day of December, 1954.

By the Court.

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

Schedule.

Delete Clause 4—Wages, and insert in lieu thereof:—

4.—Wages.

| | Per Week. £ s. d. |
|-------------------------|--|
| Basic Wage— | |
| Metropolitan area | 12 6 6 |
| | Margin Per Week. |
| | £ s. d. |
| Moulders | 3 15 0 |
| | Percentage of Basic Wage Per Week. |
| Apprentices— | |
| First year | 30 |
| Second year | 45 |
| Third year | 60 |
| Fourth year | 80 |
| Fifth year | 100 |

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(a) The maximum number of apprentices allowed to the Minister shall be in the proportion of one to every three or fraction of three tradesmen employed by him: Provided the fraction of three shall be not less than one. Provided, further, that if adequately equipped to teach apprentices he may, with the consent of a committee consisting of a representative of the Minister, a representative of the Union concerned, with the Industrial Registrar as chairman, take a new apprentice up to the proportion of one to each journeyman employed.

(b) For the purpose of ascertaining the number of apprentices allowed to be taken on at any time, the average number of tradesmen employed on all working days of the 12 months immediately preceding such time shall be deemed to be the number of tradesmen employed.

(c) Notwithstanding anything contained in this Award to the contrary, if through lack of orders, or work, the Minister is unable at any time to find employment and training for an apprentice, and if a transfer to another employer cannot be arranged, the obligations and duties imposed by the indenture may, with the concurrence of the apprentice, his guardian, and the Union, be suspended for a period agreed upon, or if no such arrangement be arrived at, may be cancelled by the committee as constituted in subclause (a) above.

The onus of proof of circumstances justifying such cancellation shall be on the Minister.

This provision shall be deemed to be included in all contracts now existing, and also in all future contracts of apprenticeship which may be entered into.

(d) The employment of apprentices shall be governed by the provisions of the Schedule attached hereto.

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 273 of 1954.

Between Australian Workers' Union, Westralian Branch, Industrial Union of Workers, Applicant, and the Minister for Works, Respondent.

HAVING heard Mr. H. Cant on behalf of the applicant and Mr. A. B. Stannard 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. 20 of 1953 be and the same is hereby amended in the terms of the attached Schedule.

Dated at Perth this 15th day of December, 1954.

By the Court.

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

Schedule.

Clause 5—Preference.—Delete the whole of this clause and substitute the following:—

5.—Preference.

Preference of employment shall be given to members of the Australian Workers' Union, Westralian Branch, Industrial Union of Workers qualified to perform the work to be done, provided that any worker or applicant for employment who is a member of another recognised industrial union of workers, who is qualified to perform the work to be done and who produces the proof of such membership, shall be entitled to equal preference. Provided, also, that any worker or applicant for employment who is not a member of the said Union shall, within fourteen (14) days of commencing employment under this Award, make and complete an application for membership of the said Union, and provided that any worker who is a financial member of another industrial union shall, upon the expiration of his current membership with such other union, within fourteen days of such expiry, make and complete an application for membership with the Australian Workers' Union.

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 275 of 1954.

Between Australian Workers' Union Westralian Branch, Industrial Union of Workers, Applicant, and Co-operative Bulk Handling Ltd., Respondent.

HAVING heard Mr. H. Cant on behalf of the applicant, and Mr. F. J. Darling on behalf of the respondent, and by consent, I, the undersigned, Conciliation Commissioner of the Court of Arbitration, 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, do hereby order and declare that Award No. 17 of 1941, as amended, be further amended in the manner following:—

Clause 1—Area and Scope.

Delete the word "wheat" and substitute the word "grain" therefor.

Clause 6—Wages.

Amend paragraph (b) by substituting the word "grain" for the word "wheat."

Amend subparagraph (i) of paragraph (c) by substituting the word "grain" for the word "wheat."

Add a new subparagraph (iii) to paragraph (c) as follows:—

(iii) This paragraph shall apply *mutatis mutandis* to the Port of Albany.

Dated at Perth this 23rd day of December, 1954.

S. F. SCHNAARS,
Conciliation Commissioner.

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 241 of 1954.

Between The Fire Brigade Officers' Association, Union of Workers (Coastal Districts) of Western Australia, Applicant, and Western Australian Fire Brigades Board, Respondent.

HAVING heard Mr. L. M. Lipsett on behalf of the Applicant and Mr. A. Jones on behalf of the Respondent, the Court, in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1952, do hereby order and declare that Award No. 11 of 1953 be and the same is hereby amended in the terms of the attached Schedule.

Dated at Perth this 21st day of December, 1954.

By the Court,

(Sgd.) L. W. JACKSON,
President.

[L.S.]

Schedule of Amendments.

To Award No. 11 of 1953.

1. Delete clause 4 and substitute the following:—

4.—Scope.

This Award shall apply to the officers in the employ of the Western Australian Fire Brigades Board referred to in clause 6 (c) hereunder.

2. Delete clause 6 (c) and substitute the following:—

(c) The following shall be the scale of annual margins over the basic wage payable to the officers hereunder mentioned:—

| Senior Officers— | £ |
|-----------------------|-----|
| First Officer | 600 |
| Second Officer | 550 |
| Third Officer | 535 |
| Fourth Officer | 520 |
| Fifth Officer | 510 |
| Engineering Officers— | |
| Mechanical Engineer | 438 |
| Electrical Engineer | 438 |
| Junior Officers— | |
| Inspecting Officer | 435 |
| District Officer | 410 |
| Station Officer | 365 |

| Sub-station Officer— | £ |
|---------------------------|-----|
| First year | 280 |
| Second year | 305 |
| Third year and thereafter | 330 |

3. Amend clause 7 as follows:—

(a) By inserting the word "Junior" before the word "Officers" wherever appearing in sub-clause (d).

(b) By adding new subclauses as follows:—

(g) Senior officers shall work an average of eighty-four (84) hours per week on a roster basis at headquarters and on such other basis at Fremantle as may at each place be mutually agreed between the Chief Officer or the Board and the Association. Senior officers shall only be entitled to overtime payment when the Chief Officer approves.

(h) The ordinary hours of engineering officers shall be forty (40) hours per week to be worked between 7.30 a.m. and 5.30 p.m., Monday to Friday. They shall not be entitled to payment for overtime while the present allowances and leave conditions apply.

4. Amend clause 13 by deleting the words "Inspecting officers, district officers and station officers" wherever appearing and substituting the word "Officers."

5. Amend clause 16 by adding at the end thereof the words "except engineering officers who shall have twenty-one (21) days annual leave and all public holidays without deduction of pay."

6. Delete clause 17 and substitute the following:—

17.—Overtime.

Overtime when payable shall be at the rate of time and one-half calculated on a forty-eight (48) hour week.

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 262 of 1954.

Between Coastal and E.G. Government Water, Sewerage and Drainage Employees' Industrial Union of Workers, Applicant, and Hon. Minister for Water Supply, Sewerage and Drainage, Respondent.

HAVING heard Mr. J. F. Hardie on behalf of the Applicant and Mr. A. B. Stannard 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, do hereby order and declare that Award No. 46 of 1948 as amended, be and the same is hereby further amended in the terms of the attached Schedule.

This order shall operate as from the beginning of the first pay period commencing on or after the date hereof.

Dated at Perth this 13th day of December, 1954.

By the Court,

(Sgd.) L. W. JACKSON,
President.

[L.S.]

Schedule of Amendments.

(a) Delete the following classifications in the Wages Schedule and insert in lieu thereof:—

| Designation. | Margin over Basic Wage. | s. | d. |
|---|-------------------------|----|----|
| 42. Blacksmith | 75 | 0 | |
| 43. Blacksmith striker | 24 | 0 | |
| 44. Fitter (including meter fitter) | 75 | 0 | |
| 45. Fitter's assistant (including meter fitter's assistant) | 24 | 0 | |
| 46. Turner | 75 | 0 | |
| 47. Oxy-welder or electric welder | 82 | 6 | |

| Designation. | Margin over Basic Wage. s. d. |
|--|---|
| 47A. Oxy-welder and electric welder on main pipe lines 24in. diameter and over | 90 0 |
| This rate includes all allowances under this Award with the exception that oxy-welders and electric welders engaged on overhead welding in wet places shall be paid two shillings (2s.) per day extra when waterproof mats are not provided. | |
| 49. Screwing machinist | 35 0 |
| 50. Drilling machinist | 35 0 |
| 78. Motor mechanic | 72 0 |

(b) Liberty to apply is reserved to either party in respect to all other classifications in the Wages Schedule.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 165 of 1954.

Between the Federated Moulders (Metals) Union of Workers, Perth, Applicant, and the Western Australian Government Railways Commission, Respondent.

HAVING heard Mr. A. E. Hewitt 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. 11 of 1947 as amended, be and the same is hereby further amended in the terms of the attached Schedule.

Dated at Perth this 13th day of December, 1954.

By the Court,

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

Schedule of Amendments.

Clause 9.—Annual Leave and Holidays.

Sub-clause (11) (a). Delete the word "King's" and insert in lieu thereof the word "Sovereign's".

Sub-clause (11) (f). 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 sub-clause.

Clause 15.—Guaranteed Week.

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

(iii) in respect of any worker covered by Clause 9 (1) (f).

Clause 16.—Overtime and Sunday time.

Sub-clause (f). Delete the words and figures "two shillings and sixpence (2s. 6d.)" and insert in lieu thereof the words and figures "three shillings (3s.)".

Clause 18.—Free Passes, Privilege Tickets and Season Tickets.

Sub-clause (a). Delete the words and figures "twenty-five shillings (25s.)" appearing in the fifth paragraph and insert in lieu thereof the words and figures "forty shillings (40s.)".

Sub-clause (i). 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 22.—Board of Reference.

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

(i) Settling any matters of difference under the 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.

Sub-clause (c). Delete the figures "92" and "1941" and insert in lieu thereof the figures "106" and "1952" respectively.

Clause 23.—Allowances, Special Provisions, etc.

Paragraph (2). Delete the words and figures "nine shillings (9s.)" and insert in lieu thereof the words and figures "fifteen shillings (15s.)."

Paragraph (3). Delete the words and figures "eighteen shillings (18s.)" and insert in lieu thereof the words and figures "thirty shillings (30s.)."

Paragraph (4). Delete the words and figures "twenty-seven shillings (27s.)" and insert in lieu thereof the words and figures "forty-five shillings (45s.)."

Clause 26.—Wages.

Delete this clause and insert new clause numbered 25 in lieu thereof as follows:—

Clause 25.—Wages.

The Award is based on a basic wage of:

| | £ | s. | d. |
|--|----|----|----|
| Metropolitan Area | 12 | 6 | 6 |
| South West Land Division | 12 | 6 | 0 |
| Goldfields Areas and other portions of the State | 12 | 9 | 4 |

in addition to which margins shall be as in the schedule hereunder:—

| | Margin. £ | s. | d. |
|--------------------|--------------|----|----|
| 1. Moulder | 3 | 15 | 0 |
| 2. Inspector, Shop | 5 | 0 | 0 |
| 3. Steel Smelter | 5 | 0 | 0 |
| 4. Apprentices: | | | |

The rates for apprentices shall be as under:—

| | Percentage of Basic Wage. Per cent. |
|-------------|--|
| First year | 30 |
| Second year | 45 |
| Third year | 60 |
| Fourth year | 80 |
| Fifth year | 100 |

Delete the reference reading—

"Liberty is reserved to either party to apply for further amendment to the Wages Schedule" inserted by Order No. 107 of 1952.

COMPANIES ACT, 1943-1953.

Notice of Change in Situation of Registered Office.

Pursuant to Section 99 (4).

McCormick, Kirkby Pty. Ltd.

NOTICE is hereby given that the Registered Office of McCormick Kirkby Pty. Ltd. was, on the 17th day of January, 1955, changed to and is now situated at 247 Stirling Highway, Claremont.

Dated this 21st day of January, 1955.

W. IVAN KEOGH,
Secretary.

Western Australia.

COMPANIES ACT, 1943-1954.

Vivian Gold No Liability.

NOTICE is hereby given that the Registered Office of Vivian Gold No Liability is situate at the office of Messrs. Heweston James & Co., 101 St. George's Terrace, Perth, and that the days and hours during which such office is accessible to the public are as follows:—10 a.m. to 12 noon and 2 p.m. to 4 p.m. week days, excluding Saturdays and public holidays.

Dated the 26th day of January, 1955.

RODNEY V. O'SHANNASSY,
Secretary.

Joseph, Muir & Williams, Solicitors, 98 St. George's Terrace, Perth.

COMPANIES ACT, 1943, AND AMENDMENTS.

Section 99 (4).

Day Investments Pty. Ltd.

NOTICE is hereby given that the Registered Office of Day Investments Pty. Ltd. is situate at corner Bulls Creek Road and North Lake Road, Melville, and that the days and hours during which such office is accessible to the public are as follows:—Monday to Friday inclusive (other than public holidays) from 10 a.m. to 12 noon and from 2 p.m. to 4 p.m.

Dated the 22nd day of December, 1954.

MAXWELL & LALOR,

23 Barrack Street, Perth,
Solicitors for the Company.

COMPANIES ACT, 1943, AND AMENDMENTS.

Section 99 (4).

Wilson & Millard Pty. Ltd.

NOTICE is hereby given that the Registered Office of Wilson & Millard Pty. Ltd. is situate at Garage, Newdegate Lot 24, Newdegate, and that the days and hours during which such office is accessible to the public are as follows:—Monday to Friday inclusive (other than public holidays) from 10 a.m. to 12 noon and from 2 p.m. to 4 p.m.

Dated this 20th day of December, 1954.

MAXWELL & LALOR,

23 Barrack Street, Perth,
Solicitors for the Company.

COMPANIES ACT, 1943, AND AMENDMENTS.

Section 99 (4).

Park Wholesalers Pty. Ltd.

NOTICE is hereby given that the Registered Office of Park Wholesalers Pty. Ltd. is situate at 302 Albany Highway, Victoria Park, and that the days and hours during which such office is accessible to the public are as follows:—Monday to Friday inclusive (other than public holidays) from 10 a.m. to 12 noon and from 2 p.m. to 4 p.m.

Dated the 30th day of December, 1954.

MAXWELL & LALOR,

23 Barrack Street, Perth,
Solicitors for the Company.

COMPANIES ACT, 1943-1953.

Notice of Situation of Registered Office and of the Days and Hours during which such Office is Accessible to the Public.

Hocking Holdings Pty. Ltd.

NOTICE is hereby given that the Registered Office of Hocking Holdings Pty. Ltd. is situate at 125-127 Hannan Street, Kalgoorlie, and that the days and hours during which such Office is accessible to the public are as follows:—Mondays to Fridays inclusive (public holidays excepted), from 10 a.m. to 4 p.m.

Dated this 27th day of January, 1955.

E. N. HOCKING,

Director.

Lohrmann, Tindal & Guthrie, Perpetual Trustees Buildings, 89 St. George's Terrace, Perth, Solicitors for the said Company.

COMPANIES ACT, 1943-1954.

NOTICE is hereby given that the Registered Office of Riverview Flats Pty. Ltd. is situate at the offices of Messrs. Robertson Bros., Estate Agents, 53 St. George's Terrace, Perth, and that the days and hours during which such office is accessible to the

public are as follows:—Mondays to Fridays inclusive (but excepting public holidays), from 10 a.m. to 12 noon and from 2 p.m. to 4 p.m.

Dated this 27th day of January, 1955.

M. GAMEL,

Secretary.

Wheatley & Sons, Solicitors, 49 St. George's Terrace, Perth.

COMPANIES ACT, 1943-1954.

Section 99 (4).

Andersons Constructions Pty. Ltd.

NOTICE is hereby given that the Registered Office of Andersons Constructions Pty. Ltd. is situate at Room 3, 11 Harvest Terrace, Perth, and that the days and hours during which such office is accessible to the public are as follows:—Monday to Friday inclusive (other than public holidays), from 9 a.m. to 5 p.m.

Dated this 1st day of February, 1955.

PARKER & PARKER,

21 Howard Street, Perth,
Solicitors for the Company.

COMPANIES ACT, 1943-1951.

Notice of Change of Company Name.

Section 30 (5).

NOTICE is hereby given that Doring Industries (Western Australia) Proprietary Limited has, by a special resolution of the Company and with the approval of the Registrar of Companies signified in writing, changed its name to Doring Implementations (W.A.) Pty. Ltd.).

Dated the 26th day of January, 1955.

G. J. BOYLSON,

Registrar of Companies.

Western Australia.

COMPANIES ACT, 1943-1953.

Section 337.

A. & F. Holdings Pty. Limited.

Notice of Intention to Cease Business in Western Australia.

NOTICE is hereby given that A. & F. Holdings Pty. Limited, a Company registered under Part XI of the Companies Act, 1943-1953, and having its Registered Office at 81 St. George's Terrace, Perth, in the State of Western Australia, intends voluntarily to cease to carry on business in the said State on and after the 27th day of May, 1955.

Dated this 10th day of January, 1955.

FINN M. MELSOM,

Agent in Western Australia.

Boulton, Godfrey & Virtue, 66 St. George's Terrace, Perth, Solicitors for the abovenamed Company.

IN THE MATTER OF THE COMPANIES ACT, 1943-1954, and in the matter of Vivian Gold No Liability.

NOTICE is hereby given that, pursuant to section 26 (1) of the abovenamed Act, a Certificate of Incorporation, as a No Liability Company, has this day been issued to Vivian Gold No Liability.

Dated this 28th day of January, 1955.

G. J. BOYLSON,

Registrar of Companies.

Companies Office,
Supreme Court, Perth, W.A.

IN THE MATTER OF THE COMPANIES ACT, 1943-1954, and in the matter of Andersons Constructions Pty. Ltd.

NOTICE is hereby given that, pursuant to section 26 (1) of the abovenamed Act, a Certificate of Incorporation, as a Limited Company, has this day been issued to Andersons Constructions Pty. Ltd.

Dated this 1st day of February, 1955.

G. J. BOYLSON,
Registrar of Companies.

Companies Office,
Supreme Court, Perth, W.A.

IN THE MATTER OF THE COMPANIES ACT, 1943-1954, and in the matter of Hocking Holdings Pty. Ltd.

NOTICE is hereby given that, pursuant to section 26 (1) of the abovenamed Act, a Certificate of Incorporation, as a Limited Company, has this day been issued to Hocking Holdings Pty. Ltd.

Dated this 27th day of January, 1955.

G. J. BOYLSON,
Registrar of Companies.

Companies Office,
Supreme Court, Perth, W.A.

IN THE MATTER OF THE COMPANIES ACT, 1943-1954, and in the matter of Associated Tailors Pty. Ltd.

NOTICE is hereby given that, pursuant to section 26 (1) of the abovenamed Act, a Certificate of Incorporation, as a Limited Company, has this day been issued to Associated Tailors Pty. Ltd.

Dated this 28th day of January, 1955.

G. J. BOYLSON,
Registrar of Companies.

Companies Office,
Supreme Court, Perth, W.A.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Herbert Stanley Walker, formerly of 109 Fairfield Street, Mt. Hawthorn, but late of 113 Fairfield Street, Mt. Hawthorn, in the State of Western Australia, Retired Accountant, deceased.

ALL claims or demands against the estate of the abovenamed deceased must be sent in writing to the Executor, The West Australian Trustee, Executor and Agency Company Limited, of 135 St. George's Terrace, Perth, on or before the 7th day of March, 1955, 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 26th day of January, 1955.

RALPH J. STODDART,
of 135 St. George's Terrace, Perth,
Solicitor for the Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Estate of Eric Nicholas Healy, late of 5 Broome Street, Nedlands, in the State of Western Australia, Salesman, deceased, intestate.

ALL claims or demands against the estate of the abovenamed deceased must be sent in writing to the Executor The West Australian Trustee Executor and Agency Company Limited, of 135 St. George's Terrace, Perth, in the State of Western

Australia, on or before the 7th day of March, 1955, 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 26th day of January, 1955.

LOHRMANN, TINDAL & GUTHRIE,
of 89 St. George's Terrace, Perth,
Solicitors for the abovenamed Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will and Estate of Joseph Sanderson, late of 60 Helena Street, Guildford, in the State of Western Australia, Retired Blacksmith, deceased.

ALL claims or demands against the estate of the abovenamed deceased must be sent in writing to the Administrator with the Will, The Perpetual Executors, Trustees and Agency Company (W.A.) Limited, of 89 St. George's Terrace, Perth, on or before the 7th day of March, 1955, after which date the said Administrator 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 this 27th day of January, 1955.

PARKER & PARKER,
21 Howard Street, Perth,
Solicitors for the Administrator.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Robert Munro Fraser, late of 99 Herbert Road, Shenton Park, in the State of Western Australia, Retired Railway Employee and Fitter's Assistant, deceased.

ALL claims or demands against the estate of the abovenamed deceased must be sent in writing to the Executor, The West Australian Trustee, Executor and Agency Company Limited, of 135 St. George's Terrace, Perth, on or before the 7th day of March, 1955, 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, 1955.

PARKER & PARKER,
21 Howard Street, Perth,
Solicitors for the Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of John Archibald James Braund, late of Mangles Street, South Bunbury, in the State of Western Australia, Water-side Worker, 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 7th day of March, 1955, 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 28th day of January, 1955.

R. G. WITHERS,
Payton's Buildings, Bunbury,
Solicitor for the Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Jens Peter Sorensen (commonly known as James Peter Sorenson), formerly of Cape Street, Osborne Park, in the State of Western Australia, and of Consol's Mine, Meekatharra, in the said State, Amalgamator, but late of Croydon, in the State of Victoria, Miner, deceased.

ALL claims or demands against the estate of the abovenamed deceased must be sent in writing to the Executor, The Perpetual Executors, Trustees and Agency Company (W.A.) Limited, of 89 St. George's Terrace, Perth, on or before the 7th day of March, 1955, 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 this 26th day of January, 1955.

P. S. DURSTON,
of 105 St. George's Terrace, Perth,
Solicitor for the said Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Gertrude Emmeline Lucky (also sometimes known as Gertrude Emmaline Lucky), late of 50 Kimberley Street, West Leederville, in the State of Western Australia, Widow, deceased.

ALL claims and demands against the estate of the abovenamed deceased must be sent in writing to the Executor, The Perpetual Executors, Trustees and Agency Company (W.A.) Limited, of 89 St. George's Terrace, Perth, on or before the 7th day of March, 1955, 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 26th day of January, 1955.

SOLOMON & HAMMOND,
of 70 St. George's Terrace, Perth,
Solicitors for the 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 7th day of March, 1955, 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 2nd day of February, 1955.

J. H. GLYNN,
Public Trustee.

Public Trust Office,
Perth, W.A.

Name, Occupation, Address, Date of Death.

Hitchen, Elijah Edward; Hairdresser; late of 65 Phillip Road, Claremont; 27/9/52.

Davon, Winifred Edith (also known as Devon, Winifred Edith); Widow; late of 108 Attfield Street, South Fremantle; 18/10/54.

Ruggeri, John Baptist; Despatch Hand and Shop Assistant; formerly of 253 William Street, Perth, but late of 21 Throssell Street, Collie; 20/9/54.

Cott, Hazel Rose Lavinia; Married Woman; late of Railway Cottage 314, Dowerin; 11/5/54.

Albertini, Giovanni (also known as Albestini, Giovanni); Labourer and Gardener; late of Albany Street, Esperance; 26/9/54.

Stutz, Ernest Adolph; Prospector; late of Marble Bar; 28/6/54.

Silvester, Albert; Mechanic; late of Omdurman Street, Wagin; 2/4/54.

O'Gorman, Mary Margaret; Widow; late of 22E Victoria Street, Kalgoorlie; 30/11/53.

Trim, Phyllis (also known as Phyllis Brand); Widow; formerly of 18 St. George's Terrace, Perth, but late of 246 Adelaide Terrace, Perth; 8/10/38.

Rollo, Margaret Eleanor; Widow; late of 168 Hare Street, Kalgoorlie; 12/1/55.

ACTS OF PARLIAMENT, ETC., FOR SALE AT GOVERNMENT PRINTING OFFICE.

| | £ | s. | d. |
|--|---|----|----|
| Abattoirs Act and Amendment | 0 | 1 | 0 |
| Administration Act (Consolidated) | 0 | 2 | 6 |
| Adoption of Children Act | 0 | 0 | 6 |
| Agricultural Bank Act | 0 | 1 | 0 |
| Agricultural Seeds Act | 0 | 1 | 0 |
| Associations Incorporation Act and Regulations | 0 | 1 | 6 |
| Auctioneers Act | 0 | 1 | 0 |
| Bills of Sale Act (Consolidated) and Amendment | 0 | 2 | 0 |
| Brands Act | 0 | 1 | 6 |
| Bread Act (Consolidated) and Amendment | 0 | 1 | 6 |
| Bush Fires Act (Consolidated) | 0 | 2 | 0 |
| Carriers Act | 0 | 0 | 6 |
| Child Welfare Act | 0 | 2 | 6 |
| Companies Act | 0 | 5 | 0 |
| Crown Suits Act | 0 | 1 | 6 |
| Dairy Cattle Improvement Act | 0 | 1 | 0 |
| Dairy Industry Act | 0 | 2 | 0 |
| Dairy Products Marketing Regulation Act | 0 | 2 | 0 |
| Declarations and Attestations Act | 0 | 0 | 6 |
| Dentists Act | 0 | 2 | 0 |
| Dog Act (Consolidated) | 0 | 1 | 0 |
| Dried Fruits Act | 0 | 1 | 6 |
| Droving Act | 0 | 1 | 0 |
| Drugs (Police Offences) Act | 0 | 1 | 0 |
| Egg Marketing Act | 0 | 1 | 0 |
| Electricity Act | 0 | 2 | 0 |
| Electoral Act (Consolidated) | 0 | 3 | 6 |
| Employers' Liability Act | 0 | 0 | 6 |
| Evidence Act (Consolidated) | 0 | 2 | 0 |
| Factories and Shops Act (Consolidated) | 0 | 4 | 0 |
| Factories and Shops Act Regulations | 0 | 1 | 0 |
| Factories and Shops Time and Wages Books— | | | |
| Large | 0 | 7 | 6 |
| Small | 0 | 5 | 0 |
| Feeding Stuffs Act | 0 | 1 | 6 |
| Fertilisers Act | 0 | 1 | 0 |
| Fire Brigades Act | 0 | 2 | 0 |
| Firearms and Guns Act (Consolidated) | 0 | 1 | 0 |
| Firms Registration Act and Amendment | 0 | 1 | 6 |
| Fisheries Act (Consolidated) | 0 | 2 | 0 |
| Forests Act | 0 | 1 | 6 |
| Fremantle Harbour Trust Act (Consolidated) | 0 | 1 | 6 |
| Friendly Societies Act and Amendments | 0 | 2 | 0 |
| Game Act (Consolidated) | 0 | 1 | 0 |
| Gold Buyers Act and Regulations | 0 | 2 | 0 |
| Hawkers and Pedlars Act and Amendment | 0 | 1 | 0 |
| Health Act (Consolidated) | 0 | 5 | 0 |
| Hire Purchase Agreement Act (Consolidated) | 0 | 0 | 6 |
| Hospital Fund Act | 0 | 1 | 0 |
| Hospitals Act | 0 | 1 | 0 |
| Illicit Sale of Liquor Act | 0 | 0 | 6 |

Acts of Parliament, etc.—*continued.*

| | £ | s. | d. |
|--|---|----|----|
| Industrial Arbitration Act (Consolidated) | 0 | 3 | 6 |
| Inebriates Act | 0 | 0 | 6 |
| Infants, Guardianship of, Act | 0 | 1 | 0 |
| Inspection of Machinery Act with Regulations | 0 | 2 | 6 |
| Inspection of Scaffolding Act (Consolidated) | 0 | 1 | 6 |
| Interpretation Act | 0 | 2 | 0 |
| Irrigation and Rights in Water Act | 0 | 1 | 6 |
| Justices Act (Consolidated) | 0 | 3 | 0 |
| Land Act | 0 | 4 | 0 |
| Land Agents Act (Consolidated) | 0 | 1 | 6 |
| Legal Practitioners Act (Consolidated) | 0 | 2 | 0 |
| Licensed Surveyors Act | 0 | 1 | 0 |
| Licensing Act and Amendments | 0 | 4 | 0 |
| Life Assurance Act (Consolidated) | 0 | 1 | 6 |
| Limitation Act | 0 | 1 | 0 |
| Limited Partnerships Act | 0 | 0 | 6 |
| Marine Stores Dealers Act | 0 | 1 | 0 |
| Marriage Act | 0 | 2 | 0 |
| Married Women's Property Act (Consolidated) | 0 | 1 | 0 |
| Married Women's Protection Act (Consolidated) | 0 | 0 | 6 |
| Masters and Servants Act | 0 | 1 | 0 |
| Medical Practitioners Act | 0 | 1 | 0 |
| Metropolitan Water Supply, Sewerage and Drainage Act | 0 | 2 | 0 |
| Milk Act | 0 | 2 | 0 |
| Mines Regulation Act | 0 | 2 | 6 |
| Mine Workers' Relief Fund Act and Regulations | 0 | 2 | 6 |
| Mining Act | 0 | 5 | 0 |
| Money Lenders Act (Consolidated) | 0 | 1 | 6 |
| Municipal Corporations Act (Consolidated) | 0 | 5 | 0 |
| Native Administration Act | 0 | 2 | 0 |
| Native Flora Protection Act | 0 | 1 | 0 |
| Partnership Act | 0 | 1 | 0 |
| Pawnbrokers Act (Consolidated) | 0 | 1 | 0 |
| Pearling Act (Consolidated) | 0 | 2 | 0 |
| Petroleum Act | 0 | 3 | 0 |
| Pharmacy and Poisons Act (Consolidated) | 0 | 2 | 0 |
| Plant Diseases Act | 0 | 1 | 0 |
| Prevention of Cruelty to Animals Act | 0 | 1 | 0 |
| Public Service Act (Consolidated) | 0 | 2 | 0 |
| Public Works Act and Amendment | 0 | 2 | 6 |
| Purchasers' Protection Act | 0 | 0 | 9 |
| Road Districts Act (Consolidated) | 0 | 5 | 0 |
| Sale of Goods Act | 0 | 1 | 0 |
| Second-hand Dealers Act | 0 | 0 | 6 |
| Stamp Act (Consolidated) | 0 | 3 | 0 |
| State Government Insurance Act | 0 | 0 | 6 |
| State Housing Act | 0 | 2 | 6 |
| State Trading Concerns Act | 0 | 1 | 6 |
| State Transport Co-ordination Act | 0 | 1 | 6 |
| Superannuation and Family Benefits Act | 0 | 2 | 6 |
| Supreme Court Act | 0 | 3 | 6 |
| Tenants, Purchasers, and Mortgagors' Relief Act | 0 | 2 | 0 |
| Timber Industry Regulation Act and Regulations | 0 | 2 | 6 |
| Town Planning and Development Act | 0 | 1 | 6 |
| Traffic Act (Consolidated) | 0 | 3 | 0 |
| Tramways Act, Government | 0 | 0 | 6 |
| Trespass, Fencing and Impounding Act and Amendment | 0 | 1 | 6 |

Acts of Parliament, etc.—*continued.*

| | £ | s. | d. |
|--|---|----|----|
| Truck Act and Amendment | 0 | 1 | 6 |
| Trustees Act | 0 | 1 | 6 |
| Unclaimed Moneys Act | 0 | 1 | 0 |
| Vermin Act (Consolidated) | 0 | 3 | 0 |
| Veterinary Act | 0 | 1 | 6 |
| Water Boards Act | 0 | 2 | 6 |
| Weights and Measures Act and Regulations | 0 | 2 | 6 |
| Wheat Products (Prices Fixation) Act | 0 | 1 | 0 |
| Workers' Compensation Act | 0 | 4 | 0 |
| Year Book, Pocket | 0 | 1 | 0 |

*Postage Extra.***SPECIAL NOTICE.**

ADVERTISEMENTS.—Notices for insertion must be received by the Government Printer BEFORE TEN O'CLOCK a.m. on THURSDAY, or the day preceding the day of publication, and are charged at the following rates:—

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Where signatures are appended to copy for publication in the *Government Gazette* they must appear in typewritten or block characters below the written signature. Unless this is done no responsibility will be accepted by this office for any error in the initials or names as printed.

All communications should be addressed to "The Government Printer, Perth."

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