



Government Gazette

OF

WESTERN AUSTRALIA

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No. 5]

PERTH: FRIDAY, 18th JANUARY

[1963

Police Act, 1892-1961.

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, Knight Commander of the Most
[L.S.] Excellent Order of the British Empire, Com-
panion of the Most Honourable Order of the
Bath, Governor in and over the State of
Western Australia and its Dependencies in the
Commonwealth of Australia.

WHEREAS by paragraph (c) of subsection (2) of section 94A of Part VIA of the Police Act, 1892-1961, it is provided that if it appears to the Governor that any new derivative of morphine or cocaine or of any salts of morphine or cocaine or any other alkaloid of opium or any other drug of whatever kind is or is likely to be productive, if improperly used, of ill-effects substantially of the same character or nature as or analogous to those produced by morphine or cocaine, the Governor may, by proclamation published in the *Gazette*, declare that Part VIA of that Act shall apply to that new derivative or alkaloid or other drug in the same manner as it applies to the drugs mentioned in paragraph (a) of subsection (2) of section 94A of that Act; and whereas by subsection (4) of the said section it is provided that a proclamation made pursuant to the provisions of the section may be cancelled or from time to time varied by subsequent proclamation; and whereas the Governor, by proclamation made pursuant to the provisions of section 94A, of the Police Act, 1892 (as amended) on the 10th day of May, 1961, and published in the *Government Gazette* on the 19th day of May, 1961, declared that Part VIA of the Police Act, 1892 (as amended) should apply to the drugs mentioned in the schedule to that proclamation in the same manner as it applies to the drugs mentioned in paragraph (a) of subsection (2) of the said section; and whereas it is deemed desirable and expedient to vary that proclamation by substituting for the reference in the schedule thereto to the drug, "Diphenoxylate," the reference hereinafter mentioned: Now, therefore I, the Governor, acting with the advice and consent of the Executive Council, do hereby vary the said proclamation made on the 10th day of

May, 1961, by substituting for the reference in the schedule thereto to the drug, "Diphenoxylate" the reference following, that is to say:—

Diphenoxylate—

1-(3-cyano-3, 3-diphenylpropyl-4-phenylpiperidine-4-carboxylic acid ethyl ester

or

Ethyl 1-(3-cyano-3, 3-diphenylpropyl)-4-phenyl-4-piperidinecarboxylate

or

1 - (3, 3 - diphenyl - 3 - cyanopropyl) - 4 - phenylpiperidine-4-carboxylic acid ethyl ester

and its salts and all preparations containing that substance and its salts, other than pharmaceutical preparations in solid and liquid form containing not more than 2.5 milligrams of Diphenoxylate calculated as base and not less than 25 micrograms of Atropine calculated as Atropine Sulphate per dosage unit and containing no other substance subject to international control.

Given under my hand and the Public Seal of the said State, at Perth, this 23rd day of August, 1962.

By His Excellency's Command,

J. F. CRAIG,
Minister for Police.

GOD SAVE THE QUEEN ! ! !

Factories and Shops Act, 1920-1959.

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, Knight Commander of the Most
[L.S.] Excellent Order of the British Empire, Com-
panion of the Most Honourable Order of the
Bath, Governor in and over the State of
Western Australia and its Dependencies in the
Commonwealth of Australia.

F. and S. 666/48.

WHEREAS it is enacted by section 115 of the Factories and Shops Act, 1920-1959, that the expression "Public Holiday" shall mean certain days

therein specified, and any other day declared by Proclamation to be a public holiday for the purposes of the said Act: Now, therefore I, the said Governor, acting by and with the advice and consent of the Executive Council, do hereby proclaim and declare that Monday, the 28th day of January, 1963, shall be a public holiday throughout the State for the purposes of section 115 of the Factories and Shops Act, 1920-1959, and all shops (except those mentioned in the Fourth Schedule and registered small shops) and warehouses, shall be closed.

Given under my hand and the Public Seal of the said State, at Perth, this 16th day of January, 1963.

By His Excellency's Command,

G. P. WILD,
Minister for Labour.

GOD SAVE THE QUEEN ! ! !

Totalisator Agency Board Betting Act, 1960-1962.

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, Knight Commander of the Most
[L.S.] } Excellent Order of the British Empire, Com-
panion of the Most Honourable Order of the
Bath, Governor in and over the State of
Western Australia and its Dependencies in the
Commonwealth of Australia.

WHEREAS it is enacted by section 4 of the Totalisator Agency Board Betting Act, 1960-1962, that the Governor may, on the recommendation of the Minister and the Board, from time to time, and at any time, by Proclamation declare any portion or portions of the State to be a totalisator agency region for the purposes of that Act, and also that a Proclamation so made may be cancelled or from time to time varied by a subsequent Proclamation; and whereas, by Proclamations made on the 3rd day of August, 1962, and the 20th day of December, 1962, and published in the *Government Gazette* on the 10th August, 1962, and the 4th January, 1963, the Governor did declare certain areas to be totalisator agency regions; and whereas the Minister and the Board have recommended that those Proclamations be cancelled, and that the land described in the schedule hereunder be declared a totalisator agency region for the purposes of the Act: Now, therefore I, the Governor, acting with the advice and consent of Executive Council, do hereby—

- (a) cancel as from the 21st day of January, 1963, the abovementioned Proclamations;
- (b) declare that as from and including the 21st day of January, 1963, the land described in the Schedule hereunder shall be a totalisator agency region for the purposes of the Totalisator Agency Board Betting Act, 1960-1962.

Schedule.

The whole of the land contained in the municipal district of the Town of Kalgoorlie.

Given under my hand and the Public Seal of the said State, at Perth, this 16th day of January, 1963.

By His Excellency's Command,

J. F. CRAIG,
Minister for Police.

GOD SAVE THE QUEEN ! ! !

AUDIT ACT, 1904. (Section 33.)

The Treasury,
Perth, 15th January, 1963.

Tsy. 168/45.

IT is hereby published for general information that the appointment of Mr. D. J. McGerr as Certifying Officer for the following departments has been cancelled, as from the 5th November, 1962:—

Lands and Surveys Department.
Labour Department.
Factories Department.
Farmers Debts Adjustment Act.
National Parks Board.
Zoological Gardens Board.
Emu Point (Albany) Reserve Board.

Tsy. 1315/31.

IT is hereby published for general information that Mr. J. G. C. Ashley has been appointed as Paying Officer for the Legislative Council as from the 11th January, 1963.

K. J. TOWNSING,
Under Treasurer.

Crown Law Department,
Perth, 16th January, 1963.

THE Hon. Minister for Justice has appointed the following persons as Commissioners for Declarations under the Declarations and Attestations Act, 1913-1953:—

George Everard Blackburn, Floreat Park.
Robert Keith Dawson, Geraldton.
James William Kevan, Geraldton.
Louis Stevenson Langoulant, Derby.
Dulcie May Liddelow (Mrs.), Midland.
Frederick George Smedley, Bicton.
Stanley White, Bassendean.

R. C. GREEN,
Under Secretary for Law.

ELECTORAL ACT, 1907-1962.

Electoral Department,
Perth, 11th January, 1963.

THE Hon. Minister for Justice, pursuant to section 7 of the Electoral Act, 1907-1962, and the authority delegated to him by the Governor thereunder, has approved of the appointment of John Edward Samuel as substitute to discharge the duties of Electoral Registrar for the Murchison (Sub-district Mount Magnet) Electoral District during the absence of Mr. A. L. Day on annual leave, as from the 10th January, 1963.

G. F. MATHEA,
Chief Electoral Officer.

Public Service Commissioner's Office,
Perth, 16th January, 1963.

AMENDMENTS TO TITLE AND/OR CLASSIFICATION.

IN accordance with section 69 of the Public Service Act, 1904-1956, notification is given of the following amendments to title and/or classification:—

Item 4249/62, vacant, Government Chemical Laboratories, Mines Department, amended from Library Assistant-in-Charge, C-V, to Librarian, P-II-2/3 (F), with effect from the 14th January, 1963.

Item 3825/62, vacant, Manager, Kimberley Research Station, North-West Division, Department of Agriculture, amended from G-II-2/3 to G-II-3/4, with effect from the 18th January, 1963.

R. J. BOND,
Public Service Commissioner.

VACANCIES IN THE PUBLIC SERVICE

Department	Position	Class	Salary	Date Returnable
Agriculture (4 positions)	Field Technician, Grade 3, Soils Division (new Items) (a) (g)	G-II-1/2	Margin £407-£515	1963 25th January
	Field Assistant (a) (h)	G-VI	50% (15 years)— Margin £371	do.
Child Welfare	Welfare Officer, Field Division (Item 467/62) (a) (i)	G-III-1/3	Margin £329-£536	do.
Electoral	Registrar (Legislative Assembly) (Item 2519/62)	C-II-2	Margin £479-£515	do.
Mental Health Services	Head Male Nurse, Claremont Hospital (Item 4831/62)	G-II-5	Margin £785-£839	do.
Public Works	Clerk, Land Resumption Office (Item 526/62)	C-II-3	Margin £569-£623	do.
Education (2 positions)	Clerk, Accounts Branch (Item 2652/62 and new Item)	C-II-2	Margin £479-£515	do.
Local Government	Auditor and Inspector, Grade 2, Inspection Branch (Item 4948/62) (b)	C-II-4/5	Margin £677-£839	do.
Metropolitan Water Supply	Accountant (Item 1327/62) (b)	C-II-11	Margin £1487-£1541	do.
Treasury	Accounting Machinist-in-Charge, Accounts Branch, Government Stores Department (Item 266/62)	C-III-1	Margin £329-£356	do.
Metropolitan Water Supply	Clerk, Rating Section, Accounting Division (Item 1356/61)	C-II-3	Margin £569-£623	do.
Metropolitan Water Supply	Principal Assistant, Construction Branch, Engineering Division	P.-I.-5	Margin £2075-£2145	1st February
Native Welfare	Assistant District Welfare Officer, Field Division (Item 3930/62)	G-II-4/5	Margin £677-£839	do.
Agriculture	Manager, Kimberley Research Station, North-West Division (Item 3825/62) (a) (c) (d)	G-II.-3/4	Margin £569-£731	do.
Do.	Assistant Manager, Badgingarra Research Station, Wheat and Sheep Division (Item 3696/62)	G-II.-2/3	Margin £479-£623	do.
Do.	Assistant Manager, Salmon Gums Research Station, Wheat and Sheep Division (Item 3695/62)	G-II.-2/3	Margin £479-£623	do.
Do.	Field Assistant, Kimberley Research Station, North-West Division (Item 3826/62) (a) (h) or	G-VI.	50% (15 years)— Margin £371	do.
Mines....	Field Technician, Grade 3 (a) (g)	G-II.-1/2	Margin £407-£515	do.
	Inspector, Inspection of Machinery Branch (Item 4222/62) (a) (e)	P-II.-5/6	Margin £785-£947	do.
Chief Secretary's	Clerk-in-Charge, Internal Audit Section, Accounts Branch (Item 4419/62) (b)	C-II.-4	Margin £677-£731	do.

- (a) Applications also called outside the Service under section 24.
- (b) The possession of an academic qualification acceptable for Membership of the Australian Society of Accountants, or equivalent Institution, will be regarded as an important factor when judging efficiency under section 34 of the Public Service Act.
- (c) Classification amended *Government Gazette* 18/1/63.
- (d) Diploma of a recognised Agricultural College. Thorough training and practical experience in farming and controlling labour essential.
- (e) Applicants should be between 28 and 45 years of age, have served an engineering apprenticeship, must pass prescribed examination or give evidence of competency to the Chief Inspector and possess experience in repair of engines, boilers and machinery, and be capable of drawing and computing.
- (g) Diploma of recognised agricultural college or approved equivalent.
- (h) Junior Certificate including English and Maths A, with Science subjects desirable. Preference for Leaving Certificate or diploma of recognised agricultural college.
- (i) Diploma of recognised school of Social Studies desirable. Consideration given to applicants who are trained nurses, social workers, or possess relevant qualifications or experience.

Applications are called under section 34 of the Public Service Act, 1904-1956, 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.

R. J. BOND,
Public Service Commissioner.

18th January, 1963.

TRAFFIC ACT, 1919-1961.

Police Department,
Perth, 31st December, 1962.

Police T.O. 58/1583.

PURSUANT to regulation 10A of the Traffic Regulations published in the *Government Gazette* on the 10th day of October, 1958, I, James Frederick Craig, Minister for Traffic, do hereby determine that the form of—

(1) application for a temporary permit to drive an unlicensed vehicle; and

(2) the temporary permit issued by a licensing authority

shall be as shown in the schedule hereunder.

The form as published in the *Government Gazette* dated 24th October, 1958, at pp. 2799-2800, is hereby cancelled.

(Sgd.) J. F. CRAIG,
Minister for Traffic.

Schedule.

Traffic Act, 1919, and the Motor Vehicle (Third Party Insurance) Act, 1943.

Application.

TEMPORARY PERMIT AND THIRD PARTY INSURANCE POLICY.

No.....

Date.....

Temporary Permit Fee, 2s. 6d. Insurance Premium, 2s. 6d. Surcharge 1s. 8d. Total Fee 6s. 8d.

I hereby apply for a Temporary Permit and a Third Party Insurance Policy in the terms of the policy on the back hereof, and for the purpose of driving the motor vehicle described hereunder from

to.....

(a) for registration, and return if rejected.
(Delete if not required.)

(b) for specific purpose hereinafter stated.

Conditions to be observed

M.D.L. No. Make of Vehicle
 Engine No.
 Owner's Name
 Address
 Driver's Name
 Address

(Signature of Applicant.)

This Temporary Permit and Insurance Policy, current and in force from a.m./p.m. on the 19....., until arrival at destination by the most direct route and without any undue interruption in the journey, or for the minimum period necessary for the purposes set out in (b) above is hereby granted and issued and receipt of the Temporary Permit Fee and Third Party Insurance Premium is hereby acknowledged.

Local Authority.

Issuing Officer.

Note.—The vehicle to which this permit applies, if being moved for registration purpose, must be registered within 48 hours after arrival at destination.

(Back of Form.)

The Motor Vehicle Insurance Trust.

INSURANCE POLICY.

Issued under the Motor Vehicle (Third Party Insurance) Act, 1943-1962.

The Motor Vehicle Insurance Trust agrees, subject to the limitations, warranties and conditions herein contained and to the provisions of the said Act to insure the owner of the motor vehicle described in the Traffic License issued herewith and any other person who drives such motor vehicle, whether with or without the consent of the owner, in respect of all liability for negligence which may be incurred by the owner or other person in respect of the death of or bodily injury to any person caused by or arising out of the use of such motor vehicle in any part of the Commonwealth during the period from the date of the issue of this Policy to the date of expiry of the said Traffic License.

Limitations.

The liability of the Trust is limited as follows:

- (a) In respect of any claim made by or in respect of any non fare paying passenger carried in the vehicle—£6,000.
- (b) In respect of all claims made by or in respect of all such passengers—£60,000.
- (c) The abovementioned limits shall be inclusive of all costs in relation to any such claim or claims.

Warranties.

The owner warrants that the vehicle will not be—

- (a) used for any other purpose than that stated by the owner in his application for this Policy;
- (b) driven in an unsafe or damaged condition;
- (c) driven by or in charge of himself or any other person who is unlicensed to drive or who is under the influence of intoxicating liquor, provided that it shall be a defence to any action in respect of the warranty contained in this subclause if the owner proves that the vehicle was so driven or in charge of such other person without his knowledge or consent.

Conditions.

1. The owner and any other person claiming indemnity under this policy shall comply with the provisions of sections 10 and 11 of the said Act.
2. Sections 7 (5) and 15 of the said Act are deemed to be incorporated in this insurance.

3. The Trust is entitled to all rights, remedies and benefits which may accrue to it by virtue of the said Act.

4. This contract of insurance is subject to the provisions of the said Act.

GOVERNMENT LAND SALES.

THE undermentioned allotments of land will be offered for sale by public auction on the dates and at the places specified hereunder, under the provisions of the Land Act, 1933-1962, and its regulations.

BENCUBBIN—139, 140, 1r. each, £30 each.

1st February, 1963, at 3.30 p.m., at R. & I. Bank Agency, Bencubbin.

BOLGART—(A), 97, 1r., £50.

29th January, 1963, at 3.30 p.m. at R. & I. Bank, Goomalling.

(A) Building Conditions.

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 this sale may be obtained from the Lands Department, Perth.

F. C. SMITH,
Under Secretary for Lands.

FORFEITURES.

THE undermentioned leases have been forfeited under the Land Act, 1933-1960, for the reasons stated.

F. C. SMITH,
Under Secretary for Lands.

Name; Lease; District; Reason; Corres.; Plan.
 Angwin, E. T. A.; 6472/153; Boulder Lot 810; non-payment of rent; 1626-00; Boulder Sheet 1.
 Greensill, W.A.; 347/10851; Yilgarn Location 1023; non-compliance with conditions; 2551-55; 36/80, C1 and 2.
 Holt, R. G.; 6478/153; Boulder Lot 625; non-payment of rent; 5631/99; Boulder Sheet 2.
 Moore, M., and Pitchers, D. and R.; 3116/2338; Part Boulder Lot 3155; non-payment of rent; 3816/55; Boulder Sheet 2.
 Thomsett, J. A.; 347/13663; Victoria Location 9827; abandoned; 1799-60; 95/80, A4.
 Treasure, E. J.; 347/11740; Nelson Location 3963; non-compliance with conditions; 3534-57; 438B/40, E1.
 Truran, J.; 347/9837; Avon Locations 20771 and 20772; non-compliance with conditions; 4496/53; 24/80, C2.
 Crawford, R. McA.; 345A/1017; Jerramungup Lot 10; abandoned; 2060-60; Townsite.

LAND ACT, 1933-1962.

(Section 89C.)

Department of Lands and Surveys,
Perth, 14th January, 1963.

TENDERS are hereby invited for the purchase under the provisions of section 89C of the Land Act, 1933-1962, for the undermentioned dairy farm in the Northcliffe District:—

Farm No. A686: Nelson Location 12041: Area 487 acres, situated five miles north of Northcliffe. (Plan 442C/40F4.) Ex Lessee F. G. Hart.

Improvements: 185 acres cleared or part cleared, 146 acres pasture, four-roomed house, hay and machinery shed, dairy buildings and yards, 195 chains boundary fencing, 60 chains shared, 224 chains internal fencing. Water supply: Creek dammed up 6,000 cubic yards equipped with engine and pump, tanks, piping and troughs.

The particulars as listed have been compiled from available records, but tenderers must satisfy themselves as to accuracy and condition of improvements as listed.

Tenders must be accompanied by a deposit of fifteen (15) per cent. of the price tendered and must be addressed to the Under Secretary for Lands, Perth, and endorsed on the envelope "Tender for Nelson Location 12041" and lodged at this office by 3.30 p.m. on Wednesday, 6th February, 1963.

The property is for sale on a cash or terms basis. Cash: 15 per cent. deposit, balance on

registration of transfer. Terms: 15 per cent. deposit, five annual payments of 10 per cent. of the balance, and the then remaining balance payable in full at the end of the sixth year. Interest to be charged on the balance of purchase moneys outstanding at the rate of 5 per cent. per annum.

Directions for inspection of the property can be obtained from the Land Settlement Office, Manjimup.

The highest or any tender will not necessarily be accepted.

F. C. SMITH,
Under Secretary for Lands.

LAND OPEN FOR SELECTION

Perth Land Agency

Department of Lands and Surveys,
Perth, 18th January, 1963.

IT is hereby notified, for general information, that the areas scheduled hereunder are available for selection under Part V of the Land Act, 1933-1962, 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 indigenous 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, 27th FEBRUARY, 1963

Location	Area	Price per Acre	Plan	Corres.	Classification	Deposit Required
Serial 45—Hay and Plantagenet locations west of Denmark—	a. r. p.	£ s. d.		Opening File		£ s. d.
Hay 1419 (a) (e)	363 0 20	1 2 3	456A/40 A. 1	173/63	} 2 12 0
" 1426 (a) (e)	299 1 36	1 1 3	"	555/61	....
" 1432 (a) (e)	262 3 14	1 3 6	"	"	....
" 1574 (a) (e)	324 3 15	17 9	452D/40 B. 4	166/59	166/59 p. 8	
" 1573 } (a) (e)	457 0 16	18 0	"	3924/59	"	
" 1575 }						
" 1585 (a) (b) (e)	223 0 1	1 3 6	"	3410/24, V. 2	....
" 1590 (a) (e)	246 0 29	1 2 3	452D/40 A. 4	1374/56	579	
" 1647 (a) (e)	196 2 4	1 1 9	"	3375/56	4858/30 p. 53	
" 1652 (a) (e)	168 3 2	1 5 9	"	204/62	345 Sht. 31	
Plantagenet 4187 (a) (e)....	386 0 10	18 9	452D/40 B. 4	3326/61	590	} 2 12 0
" 4202 } (a) (e)	476 2 4	18 3	452D/40 C. 4	1646/59	"	
" 4205 }						
" 4211 (a) (e)....	287 0 34	19 6	"	1499/59	"	
" 4234 (a) (e)....	58 1 27	1 10 9	"	138/60	....
" 4264 (a) (e)....	338 1 25	15 9	452D/40 B. 4	4882/30	578	
" 4265 (a) (e)....	235 3 33	1 0 3	"	"	"	
" 4281 (a) (e)....	225 2 35	1 3 0	452D/40 C. 4	2620/60	"	
" 4282 (a) (e)....	217 0 13	1 2 3	"	969/58	345 Sht. 11	
" 4283 (a) (e)....	257 2 38	1 0 9	452D/40 B. C. 4	968/58	"	
" 4285 (a) (e)....	183 1 38	1 3 3	452D/40 C. 4	1156/61	578	} 412/41 p. 18
" 5519 (a) (e)....	102 2 22	1 3 3	452C/40 D. 4	2158/52	....
" 6712 (a) (c)....	579 1 2	1 2 6	452C/40 E. F. 4	317/61	....
" 6878 (a) (d) (e) abt. 204 0 0		14 9 (ex. Survey fee)	452D/40 B. 4	2839/61	590	

- (a) Subject to mining conditions.
 - (b) Subject to necessary survey.
 - (c) Subject to payment for improvements.
 - (d) Subject to survey.
 - (e) The land is allocated under the following special conditions (excepting Location 6712) :—
 - (1) The selection of locations in this subdivision will be limited to two blocks to one person ; husband and wife being deemed as one person for this condition.
 - (2) The selector or his agent must take up residence within three years from the date of approval and make it his habitual residence for the following five years.
 - (3) One-sixteenth of the total area of each block must be cleared sufficiently for the establishment of pasture within two years of the commencement of the lease ; one-eighth within three years ; one-quarter within five years.
 - (4) The cleared areas must be sown to pasture with superphosphate within 15 months of clearing.
 - (5) The special improvement conditions are to be read concurrently with the Land Act requirements (section 47) and indicate the specific direction in which improvements are to be effected.
- F. C. SMITH,
Under Secretary for Lands.

LAND OPEN FOR SELECTION

Perth Land Agency

Department of Lands and Surveys,
Perth, 18th January, 1963.

IT is hereby notified, for general information, that the areas scheduled hereunder are available for selection under Part V of the Land Act, 1933-1962, 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 indigenous 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, 6th FEBRUARY, 1963

SCHEDULE I

Location	Area	Price per Acre	Plan	Corres. No.	Classification	Deposit Required
	a. r. p.	£ s. d.				£ s. d.
Harvey A.A. Lot 265 (a) (b)	29 3 17	260 0 0 (Purchase price)	383A/40 C. 2	6386/14	2 miles north-west of Wagerup	26 5 0
Kojonup 9134 (a) (g)	abt. 285 0 0	19 6	438C/40 F. 3	2873/52	....	2 2 5
„ 9135 (a) (c) (d) (g)	abt. 30 0 0	1 5 0 (ex. Survey fee)	437C/40 E. 3	4806/09, V. 2	....	5 16 3
Nelson 12733 (a) (b) (c) (g)	abt. 14 0 0	40 0 0 (Purchase price)	415D/40 C. 3, 4	10703/06, V. 2	....	4 5 0
„ 12735 (a) (b) (c) (g)	abt. 4 0 0	20 0 0 (Purchase price)	„	„	....	2 5 0

SCHEDULE II

District	Description	Plan	Corres. No.	Deposit Required
Jilbadji (15 miles south-west of Marvel Loch) (a) (c) (d) (e) (f)	All that portion of Crown land containing about 2,300 acres, bounded on the north by a road along the southern boundaries of Locations 459 and 458; on the east by Locations 467 and 723; on the south by a line in prolongation east of the southern boundary of Location 462; and on the west by Location 462	23/80 D. E. 3	2122/62	£ s. d. 33 0 0
Victoria (22 miles north-west of Mullewa) (a) (c) (d) (e) (f)	(1) All that portion of Crown land containing an area of about 2,990 acres, bounded on the north by a line in prolongation east of the northern boundary of Location 10034 and the southern boundary of Location 9352; on the east by a line in prolongation south of the eastern boundary of Location 9352; on the south by a line in prolongation east of the southern boundary of Location 10034; and on the west by Location 10034	161/80 B. 2, 3	663/62	36 3 9
Do. do.	(2) All that portion of Crown land containing an area of about 2,250 acres, bounded on the north by a line in prolongation east of the northern boundary of Location 9731; on the east by a line extending north-west from the north-east corner of Location 9912; on the south by the northern boundary of Location 9912; and on the west by the eastern boundary of Location 9731	„	„	33 0 0

(a) Subject to mining conditions.

(b) Subject to the provisions of section 53 of the Land Act, 1933-1962.

(c) Subject to survey.

(d) Subject to the provision of necessary roads.

(e) Subject to classification.

(f) Subject to pricing.

(g) Available to adjoining holders only.

F. C. SMITH,
Under Secretary for Lands.

BUSH FIRES ACT, 1954-1958.

(Section 17.)

Suspension of Prohibited Burning Times.

Bush Fires Board,
East Perth, 14th January, 1963.

Corres. 617.

IT is hereby notified that the Hon. Minister for Lands has suspended until 19th January, 1963, the operation of all declarations prohibiting the burning of the bush in the Shire of Moora so far as the declarations extend to public roads in the Townsite of Moora.

A. SUTHERLAND,
Secretary, Bush Fires Board.

BUSH FIRES ACT, 1954-1958.

Appointment of Officers Authorised to Issue Permits to Burn Clover.

Bush Fires Board,
East Perth, 15th January, 1963.

IT is hereby notified that the Bush Fires Board has appointed Mr. T. G. Marshall, under the provisions of the Bush Fires Act and regulations made thereunder, to issue permits for the purpose of burning clover in the Shire of Cranbrook.

A. SUTHERLAND,
Secretary, Bush Fires Board.

BUSH FIRES ACT, 1954-1958.

Appointment of Bush Fire Control Officers.

Bush Fires Board,
East Perth, 15th January, 1963.

IT is hereby notified that the following Shire Councils have appointed the following persons as bush fire control officers for their respective Shires:—

Chapman Valley: V. A. Martin.
Coorow: J. S. Read and V. W. Broun.
Cranbrook: T. G. Marshall.
Cunderdin: R. J. Snooke.
Kwinana: J. F. Kelly and E. B. Holmes.
Mt. Magnet: L. F. Jensen.
Narembeen: S. E. Eyles.

The following appointments have been cancelled:—

Chapman Valley: L. R. Forrester.
Cunderdin: L. Pearse.
Mt. Magnet: A. Moses, A. Cornish, A. G. P. Leeds and R. Leeds.
Narembeen: J. J. Marshall, G. L. Latham and R. J. Slade.

A. SUTHERLAND,
Secretary Bush Fires Board.

BUSH FIRES ACT, 1954-1958.

(Section 17 (3).)

Suspension of Prohibited Burning Times.

Bush Fires Board,
East Perth, 16th January, 1963.

Corres. 81.

IT is hereby notified that the Hon. Minister for Lands has approved of the suspension of the prohibited burning time declared for the Shire of Bridgetown, so far as the declaration relates to Nelson Location 1398, from 17th January, 1963 to 24th January, 1963, inclusive.

All burning carried out under the provisions of this suspension must comply with all relevant provisions of the Act.

A. SUTHERLAND,
Secretary Bush Fires Board.

BUSH FIRES ACT, 1954-1958.

(Section 17 (3).)

Suspension of Prohibited Burning Times.

Bush Fires Board,
East Perth, 16th January, 1963.

Corres. 71.

IT is hereby notified that the Hon. Minister for Lands has approved of the suspension of the prohibited burning time declared for the Shire of Balingup, so far as the declaration relates to Nelson Location 164, from 13th January, 1963 to 20th January, 1963, inclusive.

All burning carried out under the provisions of this suspension must comply with all relevant provisions of the Act.

A. SUTHERLAND,
Secretary Bush Fires Board.

TOWN PLANNING AND DEVELOPMENT ACT, 1928.

Melville Shire Council Town Planning Scheme.

Amendment and Amplifications.

T.P.B. 853/2/17/2, Pt. "E."

IT is hereby notified for public information in accordance with section 7 of the Town Planning and Development Act, 1928, that the resolution of the Melville Shire to amplify and amend its Town Planning Scheme as described hereunder, which was advertised in the *Government Gazettes* of the 24th and 31st of August and 7th of September, was approved by the Hon. the Minister for Town Planning on the 4th day of January, 1963.

Addition to Scheme.

The whole of lot 103 of Swan Location 61 (Plan 4969) situated at the corner of Canning Highway and Riseley Street, Applecross.

All buildings to be sited 30 feet from Canning Highway and 20 feet from Riseley Street. The use of this lot shall be limited to Professional Rooms only.

J. E. LLOYD,
Chairman, Town Planning Board.

TOWN PLANNING AND DEVELOPMENT ACT, 1928-1962.

Corrigin Shire Council Planning Scheme.

T.P.B. 853/4/8/1.

IT is hereby notified for public information, in accordance with section 7 of the Town Planning and Development Act, 1928-1959, that the Acting Minister for Town Planning on the 14th day of December, 1962, approved the Corrigin Shire Council Planning Scheme as published hereunder.

J. E. LLOYD,
Chairman, Town Planning Board.

Town Planning and Development Act, 1928-1962.

Local Government Act, 1960.

CORRIGIN SHIRE COUNCIL PLANNING SCHEME.

A. PRELIMINARY.

1. The Corrigin Shire Council, under and by virtue of all powers conferred on it in that behalf by the Town Planning and Development Act, 1928-1962, and the Local Government Act, 1960, and all other powers enabling it, doth hereby classify and zone that portion of the District administered by it as is the gazetted townsite of Corrigin (being the portion bordered in blue in Scheme Plan No. 1) and declare that the Town Planning Scheme hereby published shall hereafter apply to such portion of the said District.

2. In this Scheme, unless the context otherwise requires, the following terms shall have the following respective meanings:—

- “Building line” means a line inside an allotment of and at a specified distance from and parallel to the alignment of the street or streets abutting to the land.
- “Duplex house” means a single storey building comprising two dwellings, each being complete self-contained units so designed as to give the external appearance of a single dwelling.
- “District” means the municipal district constituted under section 9 of the Local Government Act, 1960, and administered by the Corrigin Shire Council.
- “Dwelling house” means a building or part of a building which provides or is designed for use as, self-contained living accommodation for a single family.
- “Extractive industry” means an industry engaged in the quarrying or the excavation of minerals either for treatment at the source of supply or for the supply of raw materials to other industries.
- “Filling station” means a service station on which the portion of the buildings normally used for repairs does not exceed nine hundred (900) square feet and in which repairs to motor vehicles and motor cycles only is undertaken.
- “Hospital” shall mean and include all buildings or parts thereof, whether permanent or otherwise, in which persons are received and lodged for medical or surgical treatment or care or in which females are received during their confinement or lying in.
- “Flat building” means a building or part of a building containing two or more separate flats or dwelling units each of which provides or is intended adapted or designed for use as a self-contained living accommodation for a single family.
- “Hostel” shall mean and include all buildings or parts thereof whether permanent or otherwise, in which board and lodging or lodging only is provided for gain for a number in excess of four persons (4) but shall not include a convalescent home, a hospital or a hotel.
- “Hotel” means premises in respect of which a publican’s general license, hotel or way-side house license has been granted under the Licensing Act, 1911-1960.
- “Industry” means the carrying out of any process for or incidental to—
- (a) the making, altering, repairing or ornamentation, painting, finishing, cleaning, packing or canning or adapting for sale or breaking up or demolition of any article or part of any article; and
 - (b) the winning, processing and treatment of minerals; and
 - (c) the generation of electricity or the production of gas; and
 - (d) the manufacture of edible goods for human or animal consumption;
- being a process carried on in the course of trade or business for gain, other than operations connected with—
- (i) the carrying out of agriculture;
 - (ii) site works on buildings, works or land; and
 - (iii) in the case of the manufacture of goods referred to in subparagraph (d) above, the preparation on the premises of a shop of food for sale;
- and includes, when carried out on land upon which the process is carried out, and in connection with that process, the storage of goods, any work of administration or accounting, the sale of goods resulting

from the process and the use of land for the amenity of persons engaged in the process.

- “Light industry” means an industry which is not likely to inconvenience neighbouring residents or harm neighbouring property by reason of noise, vibration, smoke, smell, fumes, vapour, steam, dust, grit, oil, waste water or waste products, and in which any machinery used is powered by electricity.
- “Lot” means a defined portion of land depicted on a plan or diagram publicly exhibited in the public office of the Department of Lands and Surveys, or deposited in the Office of Titles or Registry of Deeds and for which a separate Crown Grant or Certificate of Title has been or can be issued or depicted on a subdivisional plan or diagram, whether so exhibited or deposited or not, but which is, whether before or after the coming into operation of the Town Planning and Development Act Amendment Act, 1956, approved by the Town Planning Board.
- “Offensive trade” means and includes any of the trades specified in the Second Schedule to the Health Act, 1911-1954, and any other trade or trades declared to be offensive under the provisions of the Health Act, 1911-1954, by a Proclamation of the Governor published in the *Government Gazette* of Western Australia.
- “Office” means and includes all premises used for the carrying on of any trade industry commercial undertaking, business or profession in which no goods are sold or displayed or in which no processes incidental to any industry are carried on.
- “Professional office” means an office not used for the purpose of trade, commerce or industry.
- “Sawmill” means a place within the district where any operation for the purpose of preparing or treating timber is carried on.
- “Service station” means business premises for the supply of liquid fuels, lubricants, accessories and parts for motor vehicles, and the carrying out of repairs to motor vehicles, tractors and engines which are not a filling station.
- “Shire council” means the Corrigin Shire Council.
- “Shop” means premises in which goods are displayed and sold by retail but does not include a hotel, a filling station or a service station.
- “Site” means that area of land in the occupation of one person for a particular purpose.

B. ZONING.

Residential Zones.

3. Area: Those portions of the District which are delineated and coloured as such (according to the legend thereon) in the Scheme Plan No. 2 are hereby classified as Residential Zones.

4. Uses: No person shall use any land or building or structure in a residential area except for one or more of the following purposes:

- (a) A dwelling house.
- (b) A duplex house.
- (c) Flat buildings.
- (d) A surgery of a qualified medical or dental practitioner attached to a dwelling house.
- (e) A dwelling house containing a room used for consultation and/or treatment by a physiotherapist, masseur, chiropractor or other person whom in the opinion of the Shire Council may carry on a calling of a similar nature.

5. Duplex Houses: No person shall erect any building as a duplex house unless such building is erected on one lot having a frontage of not less than 66 feet and a total area of not less than 10,000 square feet. Two duplex houses may not be erected on the one lot or part thereof.

6. Residential Flats: No residential flat building shall be erected unless it complies with the following conditions:—

- (a) The area of a site for a residential flat (the building containing such not to exceed two (2) storeys in height) shall be at least 10,000 square feet and shall have a width, measured horizontally at right angles to any side, of at least seventy-nine (79) feet at any point within one hundred and thirty feet from a street.
 - (b) The total area of all floors in the building (excluding garages) shall not exceed one-third of the area of the lot on which it is erected.
 - (c) The building shall not be erected with any part of a wall nearer than ten feet to the side or rear boundaries of the lot and in the case of two storey flats, walls with windows opening from habitable rooms shall be twenty feet.
- The Shire Council may allow outbuildings, including garages to be erected on a side and rear boundary (where adjoining) of a lot provided such walls are of brick, stone or concrete.
- (d) There shall be no internal fence or internal structure intended to serve the purpose of a fence between the building.
 - (e) One garage must be erected for each flat, unless the Shire Council grant an exemption in special circumstances.

7. Hotel Zones: Those portions of the District which are delineated and coloured as such (according to the legend thereon) in Scheme Plan No. 2 are hereby classified as Hotel Zones and lots in such zones may only be used as hotels or licensed motels.

Business Zones.

8. Area: Those portions of the District which are delineated and coloured as such (according to the legend thereon) in Scheme Plan No. 2 are hereby classified as business zones.

9. Uses: No person shall use any land or any building or structure in a business zone except for one or more of the following purposes:—

- (a) A shop.
- (b) A combined shop and dwelling.
- (c) An office.
- (d) A bank.
- (e) A workroom or workrooms or storeroom or storerooms connected with a retail business in which not more than one half of the total floor area of such business is used as a workroom or workrooms or storeroom or storerooms.
- (f) A surgery of a qualified medical or dental practitioner.
- (g) The consulting and treatment rooms of a physiotherapist, masseur, chiropractor or such other person whom in the opinion of the Shire Council may carry on a similar calling.
- (h) A post office.

Public Building Zones.

10. Area: Those portions of the District which are delineated and coloured as such (according to the legend thereon) in Scheme Plan No. 2 are hereby classified as Public Building Zones.

11. Uses: No person shall use any land or any building or structure except for one or more of the following uses:—

- (a) A hall for public use.
- (b) A theatre, cinema or open air cinema.
- (c) A church and/or church hall.
- (d) Professional offices and banks, forming part of a building erected as a hall for public use.
- (e) Public library.
- (f) Fire station.
- (g) A post office.

(h) Police station and Court House.

(i) A school or kindergarten.

(j) A hospital.

(k) A health clinic not operated for private gain.

(l) Government offices.

(m) A bank.

(n) Administrative local authority and public buildings.

(o) A hostel.

(p) An athletic or social club.

(q) Public tennis courts.

(r) A public car parking area controlled by the Shire Council.

Any site used for a public building as defined by section 173 of the Health Act, 1911-1954 (except with the special permission of the Shire Council) shall have a minimum area of 18,000 square feet and width of not less than 132 feet.

Any use within this zone to be subject to the discretion and conditions required by the Shire Council.

Service Stations.

12. Area: Those portions of the District which are delineated and coloured as such (according to the legend thereon) in Scheme Plan No. 2 are hereby classified as Service Station Zones.

Industrial Zones.

(i) Light Industry Zones.

13. Area: Those portions of the District which are delineated (according to the legend thereon) in Scheme Plan No. 2 are hereby classified as Light Industrial Zones.

14. Uses: No person shall use any land or any building or structure in a Light Industrial Zone except for one or more of the following purposes:—

- (a) A light industry.
- (b) A lock-up canteen upon the premises of a factory used primarily to provide meals and refreshments for the employees of the factory.
- (c) A factory showroom or office upon the premises of or adjoining the factory.
- (d) A warehouse or storeroom.
- (e) A dwelling house in accordance with clause 17 (d) hereof.
- (f) A service station or filling station.
- (g) Premises used for sale of used cars.

(ii) General Industrial Zone.

15. Area: Those portions of the District which are delineated and coloured as such (according to the legend thereon) in Scheme Plan No. 2 are hereby classified as General Industrial Zones.

16. Uses: No person shall use any land or any building or structure in a general industrial zone except for one or more of the following purposes:—

- (a) An industry.
- (b) A canteen upon the premises of a factory used primarily to provide meals and refreshments for the employees of the factory.
- (c) A factory showroom or office upon the premises of or adjoining the factory.
- (d) A service station.
- (e) A warehouse or storeroom.
- (f) Depots for petrol, diesel and lubricants supplied in drums or other containers.
- (g) A dwelling house in accordance with clause 17 (d) hereof.

(iii) Industrial Zone Provisions.

17. (a) No person shall stack or place any fuel or raw materials or products or by-products or wastes of manufacture in a Light Industrial Zone, a General Industrial Zone, nearer to a road or street than the building line.

(b) No person shall in a Light Industrial Zone, a General Industrial Zone use the land between the building line and the road or street for any purpose other than a means of access, for parking of vehicles, for loading or unloading vehicles, or for lawns, gardens or trade display.

(c) **Facades:** No person shall erect or cause to be erected a building other than a dwelling house, in a Light Industrial Zone, a General Industrial Zone, unless the facade of the building be constructed of brick, stone or concrete, or in the case of frame buildings, with corrugated asbestos or aluminium cladding to a design to be approved by the Shire Council.

(d) Within a Light Industrial Zone and a General Industrial Zone, a dwelling house on land forming part of or adjoining a factory occupied by a caretaker of or an employee of the factory and set aside for the exclusive use of the occupants, may be allowed by resolution of the Shire Council where it is established that such dwelling house is necessary to the proper operation of the industry, but not more than one such residence for each factory.

Rural Zones.

18. **Area:** Those portions of the District which are delineated and coloured as such (according to the legend thereon) in Scheme Plan No. 2 are hereby classified as Rural Zones.

19. **Uses:** No person shall use any land or any building or structure in a rural zone except for one or more of the following purposes:—

- (a) Any use permitted in a residential zone.
- (b) Agriculture, horticulture, forestry and the keeping of poultry and livestock.
- (c) With the special approval of the Shire Council an extractive industry may be permitted in a rural zone.

Open Space Zone.

20. **Area:** Those portions of the District which are delineated and coloured as such (according to the legend thereof) in Scheme Plan No. 2 are hereby reserved for public open space.

21. **Uses:** No person shall use any land or building in an open space except for any purposes:—

- (a) for which the land is vested or dedicated;
- (b) reserved in any lease or instrument affecting the land;
- (c) to which the use is restricted in any manner whatsoever; or
- (d) (if there are no such restrictions, dedications or declarations in respect thereof) for public recreation or a public park (operated or controlled by the Shire Council) as the case may be.

C. EXISTING USES.

22. (a) If at the date of publication of this Scheme in the *Gazette* any land, building or structure is being lawfully used for a purpose or built on in a manner not permitted by this Scheme, such land, building or structure may continue to be used for a purpose or built on in a manner not permitted by this Scheme, such land, building or structure may continue to be used for that purpose or in that manner, but no such building or structure shall be added to or altered in a structural manner unless permission pursuant to this clause is granted in writing by the Shire Council.

(b) If at the date of publication of this Scheme in the *Gazette* any land, building or structure is being used for a purpose or built on in a manner not permitted by this Scheme and such use or purpose is afterwards discontinued or changed or the buildings removed so that it conforms with this Scheme no person shall thereafter use such land, building or structure for any purpose or in any manner not permitted by this Scheme. For the purpose of this subclause a use or purpose shall be deemed to be changed or discontinued if the change or cessation has continued for a period of three calendar months.

(c) If any building or structure is at the date of the publication of this Scheme in the *Gazette* being used for a purpose or constructed in a manner not permitted by this Scheme and is subsequently destroyed or damaged by fire, or otherwise to the extent of more than seventy-five (75) per cent. of its value, it shall not thereafter be repaired, rebuilt, altered or added to for the purpose of being used for any purpose not permitted by

this Scheme or in a manner not permitted by this Scheme unless permission to do so is granted by the Shire Council pursuant to this subclause.

D. MISCELLANEOUS PROVISIONS.

23. No land shall be built on until it is drained and provisions made for the disposal of roof water or household or trade wastes as the case may be to the satisfaction of the Shire Council.

24. The minimum area of a lot on which a dwelling house or a dwelling house with attachments permitted under clauses 4 (d) and 4 (e) hereof or a shop and attached dwelling may be erected shall be 6,000 square feet. Only one of such structures may be built on any one lot.

25. **Lot frontages:**—

- (a) No new lot shall be created in a residential area with frontage of less than 85 links unless the lot is tapered, in which case the lot shall have a minimum width of 85 links at a distance of 30 feet from the street alignment and a minimum street frontage of 76 links.
- (b) No new business site to be created with a frontage of less than 20 feet or a depth of less than 80 feet.
- (c) All new business sites must be provided with a rear right-of-way for deliveries of a minimum width of 20 feet.
- (d) On lots already partially used for business purposes and where no further subdivision into business lots has been sought no new buildings will be permitted unless a rear right-of-way as above is provided or a temporary 20 feet wide entry maintained at the side of the business premises.

(e) **Site coverage:**—

- (i) For land in Residential Zones, no more than $\frac{1}{3}$ (one-third) of the lot shall be built upon;
- (ii) for land in Business Zones, no more than 60 (sixty) per cent. of each lot shall be built upon.

26. **Building Lines:** The building line for any building or structure shall, subject as hereinafter provided, be not less than the following (unless covered specifically in the attached schedule):—

- (a) For land in a Residential Zone—Thirty (30) feet from the alignment of the road or street on which such land abuts.
- (b) For land in the Business Zone—Thirty (30) feet from the alignment of the road or street of which such land abuts, except—
 - (i) in parts of the business zone where the distance is covered specifically in the attached schedule;
 - (ii) where a set back of 30 feet or more has already been added to the road width as a Town Planning Board condition of approval for shop site subdivision.
 - (iii) where a lesser distance is permitted by the Shire Council in writing.
- (c) For land in a Public Building Zone—Fifty (50) feet from the alignment of the road or street on which such land abuts and a minimum of fifteen (15) feet from adjoining properties, except where a lesser distance is permitted by the Shire Council in writing, but in any event such lesser distance shall not be less than that which is permissible in a Residential Zone.
- (d) For land in a Filling or Service Station Zone—Fifty (50) feet from the alignment of the road or street on which such land abuts and a minimum of fifteen (15) feet from adjoining properties.
- (e) For land in Light Industrial Zones—Thirty (30) feet from the alignment of the road or street on which such land abuts.
- (f) For land in a General Industrial Zone—Fifty (50) feet from the alignment of the road or street on which such land abuts.
- (g) For land in a Rural Zone—Thirty (30) feet from the alignment of the road or street on which such land abuts.

27. Curved Streets: Where the road or street alignment is curved, irregular or not at right angles to the side boundaries of the land, a person may erect a building in front of the building line, provided that the mean of the greatest and least distance of the building from the road or street is not less than the distance fixed for the appropriate building line.

28. Corner Blocks: Where a parcel of land has a frontage to more than one road or street, the following provisions shall apply:—

- (a) A set back of the requisite distance under clause 26 from the street alignment of the lesser frontage unless the two frontages are the same when there shall be a set back such distance from such frontage as may be nominated by the Shire Council in writing.
- (b) With the approval of the Shire Council, in a Residential Zone or a Light Industrial Zone a person may erect a building nearer to one only of the roads or streets than the building line but not nearer than fifteen (15) feet to that road or street.
- (c) With the approval of the Shire Council, in a Business Zone a person may erect a building nearer to one only of the roads or streets than the building line but not nearer than ten (10) feet to that road or street.

29. Existing Adjoining Buildings: If in the case of any lot buildings have been erected on the lots immediately adjoining on each side and one of those buildings is in advance of the building line, the Shire Council may permit a building to be erected on such land in advance of the building line but not nearer to the road or street alignment than the foremost portion of the rear-most of the adjoining buildings or at a distance of not less than 10 feet from such street alignment whichever is the greater distance from such street alignment.

30. The Shire Council shall have the right to apportion between owners of land the cost of acquiring any land for purposes of roads and rights of way, the constructions of such roads and rights of way and of all incidental works whether for drainage or for any other purpose whatsoever in respect of any such roads or rights of way and to sue for recovery thereof and to stipulate that such apportioned cost shall be paid to the Shire Council by the relative owner concerned prior to the Shire Council implementing any decision to acquire any such land or perform any such works provided however that the powers contained in this paragraph shall only be exercisable by the Shire Council in cases where the Shire Council has acquired such land or undertaken such works for the purpose of creating or assisting to create new subdivisions.

31. Prevention and Abatement of Nuisance: Except in the general industrial area no lot shall be used for any purpose which is likely to inconvenience neighbouring residents or harm neighbouring property by reason of noise, vibration, smoke, smell, fumes, vapour, steam, dust, grit, oil, waste water or waste products.

32. Prohibition: Subject as aforesaid, no person shall erect or cause to be erected any building or structure nearer to a road or street than the building line.

E. ADMINISTRATION.

33. Compensation: The time for making claims under section 11 of the Town Planning and Development Act, 1928-1959, is hereby fixed as six months from the date of publication in the *Gazette* of this Scheme.

34. Penalty: Any person who shall commit a breach of any of the provisions of this Scheme shall upon conviction be liable to a penalty not exceeding fifty pounds (£50).

Schedule.

1. No set back required on—
 - (a) the east side of Walton Street—north from lot 8, corner Dartee Street, to the north side of lot 24 being the corner of Jose Street;
 - (b) Campbell Street on the north and south sides.
 - (c) Goyder Street—
 - (i) West side from lot 14 north to lot 31.
 - (ii) East side from lot 83 north to lot 72.
2. Twenty feet set back required on the west side of Goyder Street from lot 9, corner Dartee Street, north to lot 13.

Approved by resolution of the Corrigin Shire Council at a meeting held on the 13th day of December, 1961.

D. C. TURNER,
President.
C. A. BOX,
Shire Clerk.

Approved:—

J. F. CRAIG,
Acting Minister for Town Planning.

TOWN PLANNING AND DEVELOPMENT ACT, 1928-1962.

Belmont Town Planning Scheme.

Advertisement of Resolution deciding to amend a Town Planning Scheme.

NOTICE is hereby given that the Shire of Belmont in pursuance of section 7 of the Town Planning and Development Act, 1928-1962, has resolved to vary Town Planning Scheme No. 4 as follows:—

- (1) By adding after the last paragraph under Business Zone Provisions a new paragraph to read—

Parking within Business Area.

The responsible authority shall require within the areas of portions of lots 38 and 39 on Plan 1029, the provision of 3 square feet of suitably laid out and surfaced parking area for every one square foot of building floor area erected on portions of lots 38 and 39 and such parking area shall be located where directed by the responsible authority.

- (2) By adding after paragraph 9 Hotel and Motel Zone a new paragraph to read:—

Parking within Hotel and Motel Zone.

The responsible authority shall require within the area of portion of lot 38 on Plan 1029, the provision of 3 square feet of suitably laid out and surfaced parking area for every one square foot of building floor area erected on portion of lot 38 and such parking area shall be located where directed by the responsible authority.

- (3) By deleting from the residential zone that portion of Swan Location 34 being the whole of lot 38 on Plan 1029 having frontages to Belmont/Knutsford Avenues and Fulham/Wright Streets.
- (4) By deleting from the residential zone that portion of Swan Location 34 and being the balance of lot 39 on Plan 1029 (excluding lot 3 on Diagram 19729) having frontages to Belmont/Robinson Avenues and Fulham/Wright Streets.

The land mentioned in paragraphs 3 and 4 being coloured light red brown on the plan.

- (5) By inserting after paragraph 12 of the Seventh Schedule—Service Station and Filling Station Zone the following:

Paragraph 14: The whole of the land comprised in that portion of Swan Location 34 and being portion of lot 38 on Plan 1029 having frontages of 200 links to both Belmont Avenue and Fulham Street.

- (6) By amending paragraph 8 of the Seventh Schedule—Service Station and Filling Station Zone by deletion of "lot 3" and inserting "lots 1 and 3" in lieu.
- (7) By inserting after paragraph 5 of the Eighth Schedule—Hotel and Motel Zone the following:—

Paragraph 6: The whole of the land comprised in that portion of Swan Location 34 and being portion of lot 38 on Plan 1029 having frontages of 300 links to Belmont Avenue, 800 links to Fulham Street and 500 links to Knutsford Avenue.

- (8) By inserting after paragraph 21 of the Third Schedule—Business Zone the following:—

Paragraph 23: The whole of the land comprised in that portion of Swan Location 34 and being portion of lot 38 on Plan 1029 having frontages of 900 links to both Knutsford and Belmont Avenues and 1,000 links to Wright Street.

The whole of the land comprised in that portion of Swan Location 34 and being the whole of lot 39 on Plan 1029 having frontages to Belmont/Robinson Avenues and Wright/Fulham Streets excluding lots 1 and 3 on Diagram 19729.

Copies of the Scheme and the plans forming part of the Scheme have been deposited at the offices of the Shire of Belmont at 211 Great Eastern Highway, Belmont, and the Town Planning Board, 33 Mount Street, Perth, and will be open for inspection by all persons interested within the hours stated without payment of any fee.

Any objections or representations should be sent to the Shire Clerk in writing on or before the 12th day of April, 1963.

Dated this 19th day of November, 1962.

J. W. TUNSTILL,
Acting Shire Clerk.

TOWN PLANNING AND DEVELOPMENT ACT, 1928-1962.

Shire of Perth.

Advertisement of Resolution Deciding to Prepare
a Town Planning Scheme.

Shire of Perth Town Planning Scheme No. 16
(Mt. Lawley), T.P.B. 853/2/20/16.

NOTICE is hereby given that the Council of the Shire of Perth, on the 13th day of November, 1962, passed the following resolution:—

Resolved that it be a recommendation to Council that the Shire of Perth, in pursuance of section 7 of the Town Planning and Development Act, 1928-1962, prepare the above town planning scheme with reference to the area situated wholly within the Shire of Perth and now enclosed within the inner edge of a blue border on the plans now produced to the Perth Shire Council and marked and certified by the Perth Shire Clerk under his hand the 13th day of November, 1962, as Plan No. 1 and Plan No. 2.

Details of Scheme No. 16 (Summary).

The authority responsible for the administration of this scheme is the Council of the Shire of Perth.

The scheme is designed to eliminate the two "backyard reserves" shown on the scheme plan, by carrying out the survey indicated on the plan, and disposal, by sale, of the three residential lots so created.

And notice is hereby given that the Plans No. 1 and No. 2 referred to in the above resolution have been deposited at Shire of Perth Office, Cedric Street, Osborne Park, and at the office of the Town Planning Board, 33 Mount Street, Perth, and will be available for inspection by all persons interested, without payment of any fee, during normal office hours. Any suggestions for the inclusion or exclusion of any lands or works in or from the area of the proposed scheme should be sent in writing to the Shire Clerk, Shire of Perth, on or before the 11th day of April, 1963.

Dated this 10th day of January, 1963.

L. P. KNUCKEY,
Shire 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.

Carnarvon Primary School—Additions (15062); 22nd January, 1963; conditions may be seen at the Contractors' Room, P.W.D., Perth, Carnarvon and Geraldton, on and after 10th December, 1962.

The Rural and Industries Bank of W.A., Barrack Street, Perth—Mechanical Ventilation of Main Lift Motor Room; (15085); 22nd January, 1963; conditions are now available at the Contractors' Room, P.W.D., Perth.

Toodyay School—Repairs and Renovations (15075); 22nd January, 1963; conditions may be seen at the Contractors' Room, P.W.D., Perth and Northam, on and after 24th December, 1962.

Maddington School—Repairs and Renovations (15072); 29th January, 1963; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 17th December, 1962.

Kulin School and Quarters—Repairs and Renovations (15077); 29th January, 1963; conditions may be seen at the Contractors' Room, P.W.D., Perth and Narrogin, and Police Station, Kulin, on and after 24th December, 1962.

West Swan School and Quarters—Repairs and Renovations (15072); 29th January, 1963; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 17th December, 1962.

Albany High School Girls' Hostel (The Rocks)—Repairs and Renovations (15079); 29th January, 1963; conditions may be seen at the Contractors' Room, P.W.D., Perth and Albany, on and after 27th December, 1962.

Boulder High School—Conversion to Slow Learners' Occupation Centre (15078); 29th January, 1963; conditions may be seen at the Contractors' Room, P.W.D., Perth and Kalgoorlie, on and after 27th December, 1962.

Denmark Junior High School—Septic Tank Installation (15082); 29th January, 1963; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Albany, and Denmark Police Station on and after 7th January, 1963.

Tammin School—Additions and Alterations (15080); 29th January, 1963; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Northam, and Police Station, Tammin on and after 2nd January, 1963.

Carlisle—Main Roads Department—Additions to General Store (15090); 29th January, 1963; conditions are now available at the Contractors' Room, P.W.D., Perth.

Corrigin—R. and I. Bank—Repairs and Renovations (15084); 29th January, 1963; conditions are now available at the Contractors' Room, P.W.D., Perth and Merredin, and R. and I. Bank, Corrigin.

Purchase and Removal of Nos. 1, 3, 5, 7 and 9 on Lots 1 and 2 and of No. 33 on Part Lot 10—all in Attfield Street, Fremantle, and all being on part of Fremantle Town Lot 681 on Plan 1038 (15087); 29th January, 1963; conditions are now available at the Contractors' Room, P.W.D., Perth.

Kalgoorlie Hospital—Refitting of Laboratories (15083); 29th January, 1963; conditions may be seen at the Contractors' Room, P.W.D., Perth and Kalgoorlie.

Perth—Parliament House Extensions—Erection—Flat Roofing (15091); 29th January, 1963; conditions are now available at the Contractor's Room, P.W.D., Perth.

Purchase and Removal—Improvements on Part Lot 10, Widgie Road, Morley Park (15086); 29th January, 1963; conditions are now available at the Contractors' Room, P.W.D., Perth.

Purchase and Removal of Two Premises on Part Lot 28, Stirling Highway, North Fremantle (15092); 29th January, 1963; conditions are now available at the Contractor's Room, P.W.D., Perth.

Erection of 6,600 Volt Power Line at Coorow (15089); 5th February, 1963; conditions are now available at the Contractors' Room, P.W.D., Perth and at Public Works Department, Geraldton, and Shire Council, Coorow.

Merredin Primary School—Sewerage Installation (15093); 12th February, 1963; conditions are now available at the Contractors' Room, P.W.D., Perth and Merredin.

University of Western Australia—Department of Chemistry Stage 11—1963 (15081); 12th February, 1963; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 7th January, 1963.

Tenders 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.

By order of the Hon. Minister for Works.

J. McCONNELL,
Under Secretary for Works.

18th January, 1963.

COUNTRY AREAS WATER SUPPLY ACT,
1947-1960.

Striking of Rates for Year Ending
31st December, 1963.

P.W.W.S. 328/60.

NOTICE is hereby given that the ratebook of all land in the rating zone shown in the under-mentioned schedule liable to be rated under the abovementioned Act has been made up and is open for inspection of ratepayers.

Notice is also hereby given that, under the powers conferred by the abovementioned Act, the Minister for Water Supply, Sewerage and Drainage has ordered rates as shown in the schedule attached hereto to be made and levied for the year ending the 31st December, 1963, upon all rateable land entered in the ratebook, subject to a minimum rate of £1.

A memorandum of such order has been duly made in the ratebook and signed and the said rate is now payable in accordance with the by-laws made under the abovementioned Act.

By order of the Minister for Water Supply,
Sewerage and Drainage.

J. McCONNELL,
Under Secretary for Water Supply.

Perth, 16th January, 1963.

Schedule.

Rating Zone; Rate in £; Minimum Rate.
Lenora; 3s.; £1.

M.R.D. 270/58

Main Roads Act, 1930-1961; Public Works Act, 1902-1961

NOTICE OF INTENTION TO TAKE OR RESUME LAND

THE Minister for Works hereby gives notice, in accordance with the provisions of Section 17 (2) of the Public Works Act, 1902-1961, that it is intended to take or resume under Section 17 (1) of that Act, the pieces or parcels of land described in the Schedule hereto and being all in the Swan and Wannamal District for the purpose of the following public work, namely, widening Wannamal Road and that the said pieces or parcels of land are marked off on Plan M.R.D. W.A. 1734 which may be inspected at the office of the Commissioner of Main Roads, Malcolm Street, Perth.

SCHEDULE

No.	Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area
1	Charles Mortimer Taylor	C. M. Taylor 	Portion of Swan Location 870 (Certificate of Title Volume 708 Folio 11)	a. r. p. 2 1 13 (approx.)
2	Charles Mortimer Taylor	C. M. Taylor 	Portion of Swan Location 1573 (Certificate of Title Volume 710 Folio 71).	1 3 23 (approx.)
3	Charles Mortimer Taylor	C. M. Taylor 	Portion of Swan Location 1333 (Certificate of Title Volume 169 Folio 24).	0 0 24 (approx.)
4	Albert George Smith 	A. G. Smith 	Portion of Wannamal Lot 47 (Crown Lease 2/1925).	0 0 9 (approx.)

Dated this 14th day of January, 1963.

F. PARRICK,
Secretary, Main Roads.

Main Roads Act, 1930-1961 ; Public Works Act, 1902-1961

M.R.D. 341/61

NOTICE OF INTENTION TO TAKE RESUME OR LAND

THE Minister for Works hereby gives notice, in accordance with the provisions of Section 17 (2) of the Public Works Act, 1902-1961, that it is intended to take or resume under Section 17 (1) of that Act the pieces or parcels of land described in the Schedule hereto and being all in the Plantagenet District for the purpose of the following public work, namely, widening Perth-Albany Road, and that the said pieces or parcels of land are marked off on Plan M.R.D. W.A. 734 which, may be inspected at the office of the Commissioner of Main Roads, Malcolm Street, Perth.

SCHEDULE

No.	Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area
1	William George Palfrey	Vacant	Portion of Plantagenet Location 220 and being part of Lot 31 on Diagram 19192 (Certificate of Title Volume 1178 Folio 415).	a. r. p. 0 0 11 (approx.)
2	Municipality of Albany	Vacant	Portion of Plantagenet Location 220 and being part of Lot 32 on Diagram 19192 (Certificate of Title Volume 1244 Folio 552.)	0 0 0.5 (approx.)

Dated this 15th day of January, 1963.

F. PARRICK,
Secretary, Main Roads.

L. & S. 3800/60 (R332) ; 639/91V.2 (R409).

Public Works Act, 1902-1961 ; Local Government Act, 1960-1962

NOTICE OF INTENTION TO TAKE OR RESUME LAND

THE Minister for Works hereby gives notice, in accordance with the provisions of Section 17 (2) of the Public Works Act, 1902-1961, that it is intended to compulsorily acquire on behalf of the Shire of Northampton, under Section 17 (1) of that Act, the several pieces or parcels of land described in the schedule hereto and being all in the Victoria District for Road Purposes and that the said pieces or parcels of land are marked off on Plans L.S., W.A. 1399 and 1460, which may be inspected at the Office of the Minister for Lands, Perth, and at the office of the Shire of Northampton

SCHEDULE

Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area
Peter Suckling	P. Suckling	Portion of Victoria Location 3131 (Certificate of Title Volume 927 Folio 179)	a. r. p. 0 3 32.8
Basil Gabriel Johnson and Lawrence Vincent Johnson	B. G. Johnson	Portion of Victoria Location 5695 (Certificate of Title Volume 1032 Folio 804)	2 3 14

Dated this 18th day of January, 1963.

F. C. SMITH,
Under Secretary for Lands.

L. & S. 432/62 (R453)

Public Works Act, 1902-1961 ; Local Government Act, 1960-1962

NOTICE OF INTENTION TO TAKE OR RESUME LAND

THE Minister for Works hereby gives notice, in accordance with the provisions of Section 17 (2) of the Public Works Act, 1902-1961, that it is intended to compulsorily acquire on behalf of the Shire of Belmont, under Section 17 (1) of that Act, the piece or parcel of land described in the schedule hereto and being all in the Swan District for Road Purposes and that the said pieces or parcels of land are marked off on Plan L.S., W.A. 1483, which may be inspected at the Office of the Minister for Lands, Perth, and at the office of the Shire of Belmont.

SCHEDULE

Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area
Domenico Bettini	D. Bettini	Portion of Swan Location 28 and being part of Lot 475 on Plan 4683 (Certificate of Title Volume 1041 Folio 185)	a. r. p. 0 2 29.2

Dated this 18th day of January, 1963.

F. C. SMITH,
Under Secretary for Lands.

METROPOLITAN WATER SUPPLY, SEWERAGE AND DRAINAGE DEPARTMENT.

M.W.S. 846856/62.

NOTICE is hereby given of the intention of the Minister for Water Supply, Sewerage and Drainage to undertake the construction of the works hereinafter described by virtue of the powers contained under the provisions of the Metropolitan Water Supply, Sewerage and Drainage Act, 1909-1960.

Metropolitan Water Supply.

City of Perth.

Eight-Inch Diameter Water Main in Murray Street.

Description of Proposed Works.

The construction of an eight-inch diameter water main (length about 700 feet).

The above main to be complete with valves and all necessary apparatus, and the existing six-inch diameter main to be lifted.

The Localities in Which the Proposed Works will be Constructed or Provided.

Commencing at the intersection of Murray Street and Barrack Street and proceeding thence in a general easterly direction along the south side of Murray Street to Pier Street.

The above works and localities are shown in red on plan, M.W.S.S. & D.D., W.A. No. 8823.

The Purposes for Which the Proposed Works are to be Constructed or Provided.

To improve the water supply in the localities served by the existing main.

The Times When and Place at Which Plans, Sections and Specifications may be Inspected.

At the office of the Minister for Water Supply, Sewerage and Drainage, St. George's Place, Perth, for one month on and after the 18th day of January, 1963, between the hours of 10 a.m. and 3.30 p.m.

G. P. WILD,
Minister for Water Supply,
Sewerage and Drainage.

METROPOLITAN WATER SUPPLY, SEWERAGE AND DRAINAGE DEPARTMENT.

M.W.S. 486691/62.

NOTICE is hereby given of the intention of the Minister for Water Supply, Sewerage and Drainage to undertake the construction of the works hereinafter described by virtue of the powers contained under the provisions of the Metropolitan Water Supply, Sewerage and Drainage Act, 1909-1962.

Description of Proposed Works.

Metropolitan Main Drainage.

Bassendean.

Ashfield Drainage Area No. 2.

Construction of open channel, pipe and subsoil drains approximately 5,300 feet in length between Pearson, Margaret and Mons Streets and the Swan River. The above works, together with all other apparatus necessary for the undertaking.

The Localities in which the Proposed Works will be Constructed or Provided.

Portion of the Shire of Bassendean as more particularly described hereunder and shown on Plan, M.W.S.S. & D.D., W.A. No. 8824.

(a) Kitchener Road Drain. Commencing at a point in the western corner of lot 84, Dorothy Street, Ashfield, and proceeding in an easterly direction through the said lot and across French Street and south-easterly through lot 1, French Street and across Dorothy Street; thence in a general easterly direction through that portion of Swan Location S bounded by French Street, Dorothy Street, Coulston Road and Hardy Road and across Coulston Road and through lot part 20, Hardy Road; thence south-easterly across Hardy Road and through lot 1063, Hardy Road, and Swan Location 4689 and into lot part 667, Kitchener Road, and there terminating at the natural watercourse situated within the Swan River flood plain.

(b) Commencing at a point in the northern corner of lot 1, French Street, and proceeding south-westerly and southerly through the said lot and terminating at the drain described in (a) above.

(c) Mons Street Branch Drain. Commencing at a point near the southern corner of lot 2, Mons Street, and proceeding north-easterly through the said lot 2 and south-easterly through lots 3 and 4, Mons Street, and lot 5, Maley Street, thence south-westerly through the said lot 5 into lot 237, Maley Street, and southerly across Maley Street and into lot part 20, Hardy Road, and there terminating at the drain described in (a) above.

(d) French Street Drain. Commencing at a point near Dorothy Street within that portion of Swan Location S bounded by Dorothy Street, French Street, Hardy Road and Pearson Street and proceeding south-easterly through the said location and across Hardy Road and continuing along the existing drain reserve and through lots 1045 and 1046, Hardy Road, and lots 1106 and 1107, Ashfield Parade and across Ashfield Parade and terminating at the Swan River.

(e), (f), (g). Commencing at points near French Street within that portion of Swan Location S bounded by Dorothy Street, French Street, Hardy Road and Pearson Street and proceeding south-westerly through the said Location and terminating at the drain described in (d) above.

(h), (i), (j). Commencing at points near Pearson Street within that portion of Swan Location S bounded by Dorothy Street, French Street, Hardy Road and Pearson Street and proceeding south-easterly through the said Location and terminating at the drain described in (d) above.

The Purposes for which the Proposed Works are to be Constructed or Provided.

To provide drainage for the area through which the drains pass.

The Times when and Places at which Plans, Sections and Specifications May be Inspected.

At the Office of the Minister for Water Supply, Sewerage and Drainage, St. George's Place, Perth, for one month on and after the 18th day of January, 1963, between the hours of 10 a.m. and 3.30 p.m.

G. P. WILD,
Minister for Water Supply,
Sewerage and Drainage.

METROPOLITAN WATER SUPPLY, SEWERAGE AND DRAINAGE DEPARTMENT.

M.W.S. 694511/63.

NOTICE is hereby given of the intention of the Minister for Water supply Sewerage and Drainage to undertake the construction of the works hereinafter described by virtue of the powers contained under the provisions of the Metropolitan Water Supply Sewerage and Drainage Act, 1909-1960.

Metropolitan Sewerage.

South of Swan River Sewerage.

Horden Street to Woodman Point Pressure Main.

Description of Proposed Works.

First Section of the Horden Street, Victoria Park to Woodman Point pressure main comprising an 18-inch diameter steel and reinforced concrete pipe main, together with all things necessary for the undertaking.

The Localities in Which the Proposed Works will be Constructed or Provided.

Portion of the City of Fremantle, the Town of Melville and the Shire of Cockburn.

The site and route of the proposed works are more particularly described hereunder and are shown in red on Plan M.W.S.S. & D.D., W.A. No. 8825.

An 18-inch diameter pipe pressure main commencing at the intersection of Aurelian Street and Carrington Street near the south-eastern corner

and proceeding southerly along Carrington Street to a point about opposite the south-eastern corner of Reserve 8860; thence south-westerly across Carrington Street to and across Reserve 6638 (Fremantle Golf Course) to a point in Stephen Street opposite Wongan Avenue; thence westerly along Stephen Street to Yalgoo Avenue; thence southerly along Yalgoo Avenue to South Street; thence westerly along South Street to Caesar Street; thence southerly along Caesar Street to and across lot 13, Annie Street; thence south-westerly across Annie Street to and across lot 30, Annie Street, and lot 39, Jean Street; thence south-easterly across Jean Street to and across the eastern part of lot 4, Clontarf Road; thence southerly and easterly along Clontarf Road to Parnell Road; thence southerly along Parnell Road to Healy Road; thence easterly along Healy Road to Carter Street; thence southerly along Carter Street to Stratton Street; thence easterly along Stratton Street to Kerry Street; thence southerly along Kerry Street to Forrest Road; thence generally southerly across Forrest Road, lot 12, Forrest Road, lot 15, Rockingham Road, Rockingham Road and along Bailey Street to Recreation Road; thence easterly along Recreation Road to Hamilton Road, thence southerly along Hamilton Road to the railway subway; thence south-westerly and southerly along Hamilton Road to Mell Road; thence easterly along Mell Road to a point about opposite the north-eastern corner of lot 6, Mell Road; thence southerly through the said lot 6 and turning into lot 21, Mell Road, near the south-eastern corner of the said lot 6; thence southerly through the said lot 21 and location 950, Garden Road, to Garden Road; thence southerly and westerly along Garden Road to Hamilton Road; thence generally southerly along Hamilton Road to Mayor Road; thence Westerly along Mayor Road for a distance of approximately 400 feet; thence southerly through Commonwealth Reserve 255 to a point near the edge of Coogee Lake; thence generally southerly and south-westerly through the said Reserve 255 to Woodman Point Sewage Treatment Works Site.

The Purposes for Which the Proposed Works are to be Constructed or Provided.

For the disposal of Sewage.

The Times When and Place at Which Plans, Sections and Specifications may be Inspected.

At the office of the Minister for Water Supply Sewerage and Drainage, St. George's Place, Perth, for one month on and after the 18th day of January 1963, between the hours of 10 a.m. and 3.30 p.m.

G. P. WILD
Minister for Water Supply,
Sewerage and Drainage.

METROPOLITAN WATER SUPPLY, SEWERAGE AND DRAINAGE DEPARTMENT.

M.W.S. 694511/62.

NOTICE is hereby given of the intention of the Minister for Water Supply, Sewerage and Drainage to undertake the construction of the works hereinafter described by virtue of the powers contained under the provisions of the Metropolitan Water Supply, Sewerage and Drainage Act, 1909-1960.

Metropolitan Sewerage.

South of Swan River Sewerage.

Description of Proposed Works.

Fremantle Sewerage diversion to Woodman Point Sewage Treatment Works and comprising:—

- (a) A sewage pumping station; and
- (b) an 18 inch diameter pipe rising main.

Together with, in each case, all things necessary for the undertaking.

The Localities in Which the Proposed Works will be Constructed or Provided.

Portion of the Shire of Cockburn between the existing Fremantle Sewage Treatment Works and the proposed Woodman Point Sewage Treatment

Works. The site and route of the proposed works are more particularly described hereunder and are shown on Plan M.W.S.S. & D.D., W.A., No. 8812:—

- (a) A sewage pumping station, situated within the said Fremantle Sewage Treatment Works and near its eastern boundary.
- (b) An 18-inch diameter pipe rising main, commencing within the said Fremantle Sewage Treatment Works at the above pumping station and proceeding southerly through the said treatment works, through State Reserve 22381, near its western boundary, to and across Cockburn Sound Location 673 and Fremantle Lot 1594 to Robb Jetty Road; thence easterly along the said road to Cockburn Road; thence southerly along the western alignment of the said road to and across portion of the Railway Reserve to Cockburn Road near its western alignment; thence southerly along the said road to a point opposite Mayor Road; thence south-easterly across Cockburn Road to a point near its eastern alignment; thence southerly along the said road to a point opposite the Woodman Point Sewage Treatment Works; thence easterly and terminating within the said treatment works.

The Purpose for Which the Proposed Works are to be Constructed or Provided.

For the disposal of sewerage.

The Times When and Place at Which Plans, Sections and Specifications may be Inspected.

At the office of the Minister for Water Supply, Sewerage and Drainage, St. George's Place, Perth, for one month on and after the 18th day of January, 1963, between the hours of 10 a.m. and 3.30 p.m.

G. P. WILD,
Minister for Water Supply,
Sewerage and Drainage.

METROPOLITAN WATER SUPPLY, SEWERAGE AND DRAINAGE DEPARTMENT.

M.W.S. 700185/62.

NOTICE is hereby given of the intention of the Minister for Water Supply, Sewerage and Drainage to undertake the construction of the works herein under the provisions of the Metropolitan Water under the provisions of "the Metropolitan Water Supply, Sewerage and Drainage Act, 1909-1960.

Metropolitan Sewerage.

South of Swan River Sewerage.

Description of Proposed Works.

A sewage treatment and disposal works comprising:—

- (a) Stage 1 of Woodman Point Sewage Treatment Works.
- (b) A 42-inch diameter reinforced concrete pipe outfall.
- (c) A 30-inch diameter steel pipe outlet.

Together with, in each case, all things necessary for the undertaking.

The Localities in Which the Proposed Works Will be Constructed or Provided.

Portion of the Shire of Cockburn. The site and routes of the proposed works are more particularly described hereunder and are shown on Plan M.W.S.S. & D.D., W.A. No. 8806:—

- (a) Woodman Point Sewage Treatment Works situated on portion of lot 1, Cockburn Road.
- (b) A 42-inch diameter pipe commencing within the site of the proposed Woodman Point Sewage Treatment Works on lot 1, at a point approximately opposite the north eastern corner of lot 3; thence westerly across Cockburn Road, to and across the said lot 3 and the Railway Reserve to a point near the most easterly corner of Cockburn Sound Location 1877;

thence north-westerly across the said Location, through Clarence Town Lot 137 into Cockburn Sound Location 1845; thence westerly through the said Location to a point near the Indian Ocean approximately 1,500 feet north-east of the most southerly point of Woodman Point.

- (c) A 30-inch diameter pipe commencing at the end of the 42-inch diameter pipe described in (b) above and proceeding westerly through the said location and into the Indian Ocean for a distance of approximately 6,000 feet.

The Purposes for Which the Proposed Works are to be Constructed or Provided.

For the treatment and disposal of sewage.

The Times When and Places at Which Plans, Sections and Specifications may be Inspected.

At the office of the Minister for Water Supply, Sewerage and Drainage, St. George's Place, Perth, for one month on and after the day of 18th January, 1963, between the hours of 10 a.m. and 3.30 p.m.

G. P. WILD,
Minister for Water Supply,
Sewerage and Drainage.

METROPOLITAN WATER SUPPLY, SEWERAGE AND DRAINAGE DEPARTMENT.

M.W.S. 878091/60.

NOTICE is hereby given, in pursuance of section 96 of the Metropolitan Water Supply, Sewerage and Drainage Act, 1909-1960, that water mains have been laid in the undermentioned streets in the districts indicated.

Shire of Perth.

844709/62—Belhus Drive, from lot 62 to Lynn Street easterly and northerly.

873349/62—Leeds Street, from lot 90 to lot 75—south-easterly.

873355/62—Sutherland Street, from lot 13 to Howes Crescent—south-westerly. Howes Crescent, from Sutherland Street to lot 18—north-westerly.

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

Dated this 18th day of January, 1963.

G. SAMUEL,
Under Secretary.

LOCAL GOVERNMENT ACT, 1960.

Shire of Capel.

Notice of Intention to Borrow.

Proposed Loan No. 16.

PURSUANT to section 610 of the Local Government Act, 1960, the Capel Shire Council hereby gives notice that it proposes to borrow money, by sale of debentures, on the following terms and for the following purpose: £30,000, for a period of fifteen (15) years, at a rate of interest not exceeding £5 10s. per cent. per annum, payable at the State Government Insurance Office, Perth, by thirty (30) equal half-yearly instalments of principal and interest. Purpose: Installation of a reticulated water supply for the Capel Townsite.

Plans, specifications and estimates, as required by section 609, are open for inspection of ratepayers at the office of the Council, during office hours, for 35 days after publication of this notice.

E. E. A. SCOTT,
President.

W. M. WRIGHT,
Shire Clerk.

N.B.—It is hereby notified for general information that the abovementioned loan will be repaid as it falls due by the State Treasury, Perth. No rate, therefore, will be struck by the Council for the loan repayments.

(2)—66477

SHIRE OF BAYSWATER.

Notice of Intention to Borrow.

Proposed Loan (No. 37) of £35,500.

PURSUANT to section 610 of the Local Government Act, 1960, the Bayswater Shire Council hereby gives notice that it proposes to borrow money, by the sale of debentures, on the following terms and for the following purpose: £35,500, for a period of 10 years, at an interest rate of £5 10s. per cent. per annum, payable at the office of the Superannuation Board, Perth, in 20 equal half-yearly instalments of principal and interest. Purpose: Road kerbing, drainage, construction and reconstruction, and footpath construction.

Specifications and estimate of costs, as required by section 609, are open for inspection at the office of the Council, during business hours, for 35 days after publication of this notice.

Dated the 15th day of January, 1963.

C. J. WOTZKO,
President.

A. A. PATERSON,
Shire Clerk.

SHIRE OF BAYSWATER.

Notice of Intention to Borrow.

Proposed Loan (No. 38) of £4,500.

PURSUANT to section 610 of the Local Government Act, 1960, the Bayswater Shire Council hereby gives notice that it proposes to borrow money, by the sale of debentures, on the following terms and for the following purpose: £4,500, for a period of seven years, at an interest rate of £5 8s. 9d. per cent. per annum, payable at the office of the Superannuation Board, Perth, in 14 equal half-yearly instalments of principal and interest. Purpose: Purchase of road roller and vibrating roller.

Specifications and estimate of costs, as required by section 609, are open for inspection at the office of the Council, during business hours, for 35 days after publication of this notice.

Dated the 15th day of January, 1963.

C. J. WOTZKO,
President.

A. A. PATERSON,
Shire Clerk.

LOCAL GOVERNMENT ACT, 1960.

Town of Geraldton.

Notice of Intention to Borrow.

Proposed Loan (No. 64) of £1,500.

PURSUANT to section 610 of the Local Government Act, 1960, the Town of Geraldton gives notice that it proposes to borrow, by the sale of debentures, money on the following terms for the following purpose: £1,500, for a period of five (5) years, with interest at the rate of £5 7s. 6d. per cent. per annum, repayable at the Commonwealth Savings Bank of Australia, Perth, by ten (10) equal half-yearly instalments of principal and interest. Purpose: Part provision of Infant Health Centre.

Plans and specifications, together with an estimate of the cost thereof and statement required by section 609, are open for inspection at the office of the Council, during office hours, for 35 days after publication of this notice.

9th January, 1963.

H. W. CHAMBERS,
Town Clerk.

LOCAL GOVERNMENT ACT, 1960.

Shire of Menzies.

Notice of Intention to Borrow.

Proposed Loan (No. 4) of £875.

PURSUANT to section 610 of the Local Government Act, 1960, the Menzies Shire Council hereby gives notice that it proposes to borrow money, by the sale of debentures, on the following terms and for the following purpose: £875, for 15 years, with

interest at the rate of £5 17s. 6d. per cent. per annum, repayable at the State Superannuation Board of W.A., by 30 equal half-yearly instalments of principal and interest. Purpose: Septic tank installation Kookynie State School.

Plans, specifications and estimates of the cost thereof, and statement required by section 609, are open for inspection at the Council's office, Menzies, for 35 days after publication of this notice.

Dated this 9th day of January, 1963.

G. S. MACPHERSON,
President.

GEO. TEMPLEMAN,
Shire Clerk.

LOCAL GOVERNMENT ACT, 1960.

Shire of Tableland.

Notice of Intention to Borrow.

Proposed Loan (No. 8) of £7,700.

PURSUANT to section 610 of the Local Government Act, 1960, the Tableland Shire Council hereby gives notice that it proposes to borrow money, by the sale of debentures, on the following terms and for the following purposes: £7,700, for a period of seven years, at an interest rate of £5 8s. 9d. per cent. per annum, repayable at the office of the Shire of Tableland by fourteen (14) equal half-yearly instalments of principal and interest. Purpose: Purchase of one Cat 12 heavy duty grader.

Specifications and estimates, as required by section 609, are open for inspection by ratepayers of the municipality at the offices of the Council, Wittenoom Gorge during office hours, for thirty-five (35) days after the publication of this notice.

Dated 17th January, 1963.

O. A. ALLAN,
President.

M. F. SHEEHAN,
Shire Clerk.

SHIRE OF WAROONA.

STATEMENT OF RECEIPTS AND PAYMENTS FOR YEAR ENDED 30th JUNE, 1962

Receipts		£	s.	d.
Rates	10,563	12	8	
Payments in lieu of Rates	29	16	0	
Licenses	9,652	15	5	
Government Grant and Recoups	12,260	4	8	
Matching Moneys—C.R.T. Fund	1,918	0	0	
Income from Property	862	10	6	
Sanitation Charges	791	17	8	
Town Planning	250	0	0	
Fines and Penalties	82	0	0	
Cemetery Receipts	58	14	6	
Vermis Receipts	27	1	0	
Noxious Weeds	2	10	0	
Other Fees	1,576	17	2	
Refunds	141	2	9	
All Other Revenue	3,743	5	0	
	£41,960	7	4	

Payments		£	s.	d.
Administration—				
Staff Section	5,002	7	0	
Membership Section	370	19	0	
Debt Service	4,779	5	4	
Public Works and Services	14,199	13	7	
Private Works	88	15	8	
Town Planning	24	12	2	
Health Services	286	12	0	
Sanitation	788	4	10	
Vermis Services	246	13	1	
Bush Fire Control	101	11	3	
Traffic Control	289	8	10	
Cemeteries	51	9	8	
Plant, Machinery, Tools	4,097	14	7	
Operation Costs	1,968	14	10	
C.R.T. Fund Expenditure	1,666	8	8	
Matching Moneys—Payment to C.R.T. Fund	1,827	0	0	
Donations and Grants	427	9	8	
Other Works and Services	2,818	15	3	
	£39,035	15	5	

SUMMARY

	£	s.	d.
Credit Cash and Bank Balance, 1st July, 1961	447	10	1
Receipts as per Statement	41,960	7	4
	42,407	17	5
Payments as per Statement	39,035	15	5
Credit Balance, 30th June, 1962	£3,372	2	0

Trust Fund STATEMENT OF RECEIPTS AND PAYMENTS FOR THE YEAR ENDED 30th JUNE, 1962

Receipts		£	s.	d.
Opening Balances, 1st July, 1961—				
Third Party Insurance			6	0
Infant Health Department		21	13	11
National Fitness		65	16	7
Receipts—				
Taxation Department	1,147	8	8	
Third Party Insurance	3,239	0	2	
Private Works—				
Fire Brigade	150	0	0	
Hotel Waroona	250	0	0	
Tennis Club	40	8	10	
Basketball Club	25	0	0	
Other—				
Nominations	15	0	0	
Sale of Plant	925	0	0	
Bank Transfers	76	6	7	
	£5,956	0	9	

Payments

Payments						£	s.	d.
Infant Health (Water)	....	....	....	....	....	3	0	0
Taxation Department	....	....	....	....	....	1,147	8	8
Third Party	....	....	....	....	....	3,239	5	2
Private Works—								
Transfer to Plant Hire	....	....	....	....	....	11	18	0
Costs and Charges	....	....	....	....	....	379	4	10
Balance Refunded	....	....	....	....	....	49	6	0
Other—								
Refund Nominations	....	....	....	....	....	15	0	0
Transfer to Municipal Fund	....	....	....	....	....	925	0	0
Bank Transfers	....	....	....	....	....	76	6	7
Balances, 30th June, 1962—								
Motor Vehicle Insurance	....	....	....	....	....		1	0
Basketball Club	....	....	....	....	....	25	0	0
Infant Health Balance	....	....	....	....	....	18	13	11
National Fitness	....	....	....	....	....	65	16	7
						£5,956	0	9

Loan Capital Fund

STATEMENT OF RECEIPTS AND PAYMENTS FOR THE YEAR ENDED 30th JUNE, 1962

Receipts		£	s.	d.
Balances—Loan 26—Ambulance Building		44	4	6
Loan Raised—Loan 27—C.B.S. Roads		1,000	0	0
	£1,044	4	6	
Payments		£	s.	d.
Loan 26—Ambulance Building		44	4	6
Loan 27—				
Advertising		4	12	0
Stamp Duty		2	1	0
Bitumen Contribution		993	7	0
	£1,044	4	6	

BALANCE SHEET AS AT 30th JUNE, 1962

Assets		£	s.	d.	£	s.	d.
Current Assets—							
Cash at Bank—Municipal Fund				3,372	2	0	
Trust Fund				109	11	6	
Payment to Central Road Trust Fund	1,827	0	0				
Sundry Debtors—							
Rates	113	9	11				
Refuse	30	11	1				
Meat Inspection	110	5	9				
Bins	13	16	6				
Refunds	118	6	5				
Hall Hire	52	11	6				
Stock on Hand	464	12	4				
				2,730	13	6	
Deferred Assets—Loan Repayment by							
Bowing Club				840	19	7	
Fixed Assets—							
Freehold Land	1,150	0	0				
Buildings	7,732	16	6				
Furniture and Equipment	1,333	6	10				
Machinery and Plant	21,503	4	10				
Tools	324	15	6				
Health Equipment	272	15	9				
Vermis Equipment	24	15	0				
Playground Equipment	80	0	0				
	£32,397	14	5				
Less Depreciation	3,384	1	5				
				29,013	13	0	
				£38,066	19	7	
Liabilities		£	s.	d.	£	s.	d.
Current Liabilities—							
Sundry Creditors	911	18	0				
Trust Funds	109	11	6				
Sundry Refunds	4	1	0				
				1,025	10	6	
Deferred Liabilities—Loan Liability				23,375	17	4	
Municipal Accumulation Account				11,665	11	9	
				£38,066	19	7	

We hereby certify that the figures and particulars, in accordance with Statements attached, are correct.

J. A. BARON HAY, J.P., President.
M. D. GASTON, Shire Clerk.

Dated 12th December, 1962.

I hereby certify having examined the Books and Accounts of the Waroona Shire Council, also compared the Statement of Receipts and Payments, Assets and Liabilities, also supporting Statements, and found same to be correct, in accordance with the Books, Accounts and Documents produced.

J. PARROTT, Government Auditor and Inspector.

SHIRE OF TOODYAY.

STATEMENT OF RECEIPTS AND PAYMENTS
FOR YEAR ENDED 30th JUNE, 1962

Municipal Fund		
Receipts		
	£	s. d.
Rates	13,145	14 11
Payments in lieu of Rates	28	16 0
Licenses	8,380	5 10
Government Grants and Recoups	12,267	8 3
Matching Money—		
C.R.T. Fund Refund	2,800	0 0
Subsidy	2,100	0 0
Income from Property	595	4 5
Sanitation Charges	1,096	4 3
Water Supply	30	8 6
Fines and Penalties	104	4 0
Cemetery Receipts	66	15 0
Vermis Receipts	68	8 11
Other Fees	82	3 0
Private Works	1,208	19 10
Transport Board Fees	81	0 0
Commission	86	8 7
Loan Repayment Recoup	449	9 4
Regional Health Scheme	2,580	6 1
Sale of Books	9	7 6
Sundry Revenue	64	13 0
Refunds and Transfers	15,013	14 2
Total Receipts	£80,259	11 7

Payments		
	£	s. d.
Administration—		
Staff	4,361	16 7
Members	373	14 1
Debt Service	6,678	17 8
Public Works and Services	14,949	8 0
Water Supply	184	16 11
Health Services	457	0 0
Sanitation	907	18 6
Infectious Diseases	55	1 5
Vermis Services	313	5 8
Bush Fire Control	123	2 7
Traffic Control	555	13 11
Cemetery	377	1 3
Public Works Overheads	1,269	4 3
Purchase of Plant and Tools	381	11 1
Plant Operations Costs	3,888	9 2
Central Road Trust Expenditure—Purchase of Plant	4,900	0 0
Matching Money Payment	3,031	13 4
Donations and Grants	241	12 6
All other Works and Services	244	1 9
Purchase Materials (Stock)	162	11 0
Private Works	610	9 2
Regional Health Scheme	2,490	19 3
Refunds and Transfers	11,504	3 11
All Other Expenditure	324	0 0
Total Payments	£58,743	3 0

SUMMARY		
	£	s. d.
Bank Balance as at 1st July, 1961	Dr. 2,019	15 10
Transfer to Trust Fund	20	0 0
	Dr. 2,039	15 10
Receipts, 1961-62, as per Statement	60,259	11 7
	Cr. 58,219	15 9
Payments, 1961-62, as per Statement	58,743	3 0
Dr. Balance, 30th June, 1962	£523	7 3

Trust Fund		
Receipts		
	£	s. d.
Transfer ex Municipal Fund	20	0 0
Taxation Deduction	1,240	14 2
Third Party Insurance	2,826	19 11
State Housing Commission	2,420	5 2
Nomination and Other Deposits	17	0 0
Total Receipts	£6,524	19 3

Payments		
	£	s. d.
Taxation Deductions	1,240	14 2
Third Party Insurance	2,826	19 11
State Housing Commission	2,420	5 2
Nomination and Other Deposits	17	0 0
Balance Carried Down	20	0 0
Total Payments	£6,524	19 3

Credit Balance, 1st July, 1962	£20	0 0
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Loan Capital Fund		
Receipts		
	£	s. d.
Balance as at 1st July, 1961—		
Loan 22	274	11 3
Loan 24	54	7 1
Loan 25	767	19 7
Loan Raised—Loan 26	5,300	0 0
	£6,396	17 11

Payments		
	£	s. d.
Loan 22	231	0 0
Loan 25	767	19 7
Loan 26	5,300	0 0
Balance Carried Down	97	18 4
	£6,396	17 11

Credit Balance, 1st July, 1962—		
Loan 22	43	11 3
Loan 24	54	7 1
Total	£97	18 4

BALANCE SHEET

Assets		
	£	s. d.
Current Assets	142	19 1
Central Road Trust Fund	3,031	13 4
Sundry Debtors	769	9 1
Stock in Hand	450	12 0
Deferred Assets	3,940	9 0
Fixed Assets	53,272	19 6
	£81,608	2 0

Liabilities		
	£	s. d.
Current Liabilities	1,170	14 9
Loan Liabilities	35,908	14 9
Time Payment Contract	2,284	14 3
	£39,364	3 9

	£	s. d.
Total Assets	61,608	2 0
Total Liabilities	39,364	3 9

Municipal Accumulation Account Surplus, 1st July, 1962 £22,243 18 3

Contingent Liability.—The amount of interest included in Loan Debentures issued, payable over the life of the loans and not shown under the heading of Loan Liability, is approximately £12,972 19s. 8d.

We hereby certify that the figures and particulars above are correct.
D. E. LUDEMANN, *President.*
R. PRESTON, *Shire Clerk.*

I have examined the books and accounts of the Shire of Toodyay for the year ended 30th June, 1962. I certify that the Annual Statements mentioned above correspond with the books of account, vouchers and documents submitted for audit and are in my opinion correct.

R. MARTIN, *Government Inspector of Municipalities.*

SHIRE OF GINGIN.

STATEMENT OF RECEIPTS AND PAYMENTS
FOR YEAR ENDED 30th JUNE, 1962

Municipal Fund		
Receipts		
	£	s. d.
Rates	12,809	14 0
Licenses	4,622	17 5
Government Grants	22,670	2 6
Matching Moneys—C.R.T. Fund	2,849	0 0
Income from Property	1,370	3 11
Private Works	366	11 8
Health Receipts	61	15 0
Vermis Receipts	1,056	9 1
Noxious Weed Control	18	4 0
Traffic Act	69	2 0
Building Control	23	18 6
Cemetery Receipts	43	10 0
Bush Fire Control	26	19 8
Plant Sold	707	7 0
All Other Revenue	28	7 7
Refunds and Transfers	13,384	5 1
	£60,108	7 5

Payments		
	£	s. d.
Administration—		
Staff Section	3,403	13 7
Members' Section	367	11 7
Debt Service	4,200	7 1
Public Works and Services	24,864	18 4
Property—		
Capital Expenses	444	16 2
Maintenance	2,057	13 9
C.R.T. Fund	1,221	0 0
Health Services	391	14 11
Vermis Services	1,490	18 8
Noxious Weed Control	63	13 3
Bush Fire Control	6	2 0
Dog Act	1	10 0
Traffic Control	351	3 5
Building Control	8	0 0
Cemetery	28	8 0
Marram and Pyp Grass Experiments	209	1 3
Purchase Plant, Machinery and Tools	2,748	16 10
Time Payments—Plant	1,065	12 0
Deposits	145	0 0
Matching Moneys—Payment to C.R.T. Fund	966	9 2
Refunds and Transfers	13,275	13 8
	£57,312	3 8

SUMMARY		
	£	s. d.
Cash in Hand, 1st July, 1961	661	12 2
Receipts as per Statement	60,108	7 5
	60,769	19 7
Payments as per Statement	57,312	3 8
Bank Balance, 1st July, 1962 (Debit)	1,756	1 11
	59,068	5 7
Credit Balance, 30th June, 1962	£1,701	14 0

Trust Fund		
Receipts		
	£	s. d.
Income Tax Deductions	679	10 0
Third Party Insurance	1,577	7 3
Election Deposits	60	0 0
	£2,316	17 3

Payments				£	s.	d.
Income Tax Deductions	....	....	....	679	10	0
Third Party Insurance	....	....	....	1,577	7	3
Election Deposits	....	....	....	60	0	0
				£2,316	17	3
Loan Capital Fund						
Receipts				£	s.	d.
Loans Raised—						
Loan No. 10	....	....	....	5,000	0	0
Loan No. 11	....	....	....	5,000	0	0
				£10,000	0	0
Payments				£	s.	d.
Loan No. 10—						
Lancelin Reserve	....	....	....	2,500	0	0
Guilderton Reserve	....	....	....	2,500	0	0
Loan No. 11—C.B.S.—Gingin West Road	....	....	....	5,000	0	0
				£10,000	0	0

BALANCE SHEET AS AT 30th JUNE, 1962

Assets				£	s.	d.	£	s.	d.
Current Assets—									
Municipal Fund	....	....	....	1,701	14	0			
Payment to Central Road Trust Fund	....	....	....	966	9	2			
							2,668	3	2
Sundry Debtors—									
Rates	....	....	....	222	0	1			
Private Works	....	....	....	5	5	0			
Hall Hire	....	....	....	112	15	0			
Cemetery	....	....	....	13	0	0			
Poisons	....	....	....	1	5	0			
Vermin Bonns	....	....	....	13	8	0			
Stock—									
Fuel, etc.	....	....	....	168	5	8			
Poisons	....	....	....	51	19	9			
Bush Fire Fines	....	....	....	16	4	0			
Prepayments	....	....	....	4	6	10			
Drum Account	....	....	....	37	0	0			
							645	9	4
Fixed Assets—									
Freehold Property	....	....	....	292	14	2			
Buildings	....	....	....	6,503	19	0			
Office Furniture	....	....	....	390	15	0			
Hall Furniture	....	....	....	277	18	0			
Guilderton Reserves	....	....	....	8,477	19	0			
Lancelin Reserves	....	....	....	6,625	5	4			
Plant and Equipment	....	....	....	21,065	5	5			
Fire Fighting Equipment	....	....	....	164	10	0			
Tools	....	....	....	270	5	5			
				44,068	11	4			
Less Depreciation and Sales	....	....	....	8,053	1	2			
							36,015	10	2
							£39,329	2	8
Liabilities				£	s.	d.			
Current Liabilities—Sundry Creditors	....	....	....	539	14	1			
Deferred Liabilities—Loans	....	....	....	28,296	12	4			
							£28,836	6	5
Total Assets	....	....	....	39,329	2	8			
Total Liabilities	....	....	....	28,836	6	5			
Municipal Accumulation Account (Surplus)	....	....	....	£10,492	16	3			

Contingent Liability.—The amount of interest included in Loan Debentures issued, payable over the life of the Loans, and not shown under the heading of Loan Liability, is approximately £8,659 3s. 4d.

We hereby certify that the figures and particulars above are correct.

N. T. FEWSTER, *President.*
N. H. V. WALLACE, *Shire Clerk.*

I have examined the books and accounts of the Shire of Gingin for the year ended 30th June, 1962. I certify that the Annual Statements mentioned above correspond with the books of account, vouchers and documents submitted for audit, and are in my opinion correct.

A. C. BLOOR, *Government Inspector of Municipalities.*

SHIRE OF CORRIGIN.

STATEMENT OF RECEIPTS AND PAYMENTS
FOR YEAR ENDED 30th JUNE, 1962

Receipts				£	s.	d.
Rates	....	....	....	18,837	4	4
Payment in lieu of Rates	....	....	....	53	14	0
Licenses	....	....	....	14,300	15	2
Government Grants	....	....	....	18,639	0	0
Matching Moneys—C.R.T. Fund	....	....	....	6,150	18	2
Income from Property	....	....	....	973	12	6
Sanitation Charges	....	....	....	660	10	0
Town Planning—Sale of Land	....	....	....	691	13	4
Fines and Penalties, Traffic Act	....	....	....	70	17	7
Cemetery Receipts	....	....	....	8	0	0
Vermin Receipts	....	....	....	115	14	0
Other Fees, Traffic Act	....	....	....	533	15	1
Repayment, Loan No. 17—Corrigin Bowling Club	....	....	....	345	13	10
Refunds	....	....	....	516	4	11
Suspense Items	....	....	....	3	16	5
Private Work	....	....	....	331	16	10
Sale of Trees	....	....	....	48	0	0
Sale of Plant	....	....	....	2,713	0	0
All Other Revenue	....	....	....	291	5	8
				£65,285	11	10

Payments				£	s.	d.
Administration—						
Staff Section	....	....	....	5,126	13	5
Membership Section	....	....	....	827	17	1
Debt Service	....	....	....	6,088	0	6
Public Works and Services	....	....	....	24,162	4	10
Buildings—Construction and Maintenance	....	....	....	5,550	8	4
Water Supply—Construction and Maintenance	....	....	....	337	9	3
Town Planning Expenses	....	....	....	48	6	6
Health Services	....	....	....	478	15	4
Sanitation	....	....	....	1,037	12	4
Vermin Services	....	....	....	549	4	6
Bush Fire Control	....	....	....	417	14	9
Traffic Control	....	....	....	356	12	1
Building Control	....	....	....	217	11	5
Public Works Overhead	....	....	....	1,060	6	2
Plant and Tools Purchased	....	....	....	1,114	3	3
C.R.T. Fund Expenditure	....	....	....	8,127	1	1
Matching Moneys	....	....	....	2,636	2	1
Donations and Grants	....	....	....	296	5	3
Materials not Allocated	....	....	....	109	9	6
Sundry Creditors—Plant Purchase	....	....	....	4,001	0	6
Drum Account	....	....	....	1	0	0
Legal Expenses	....	....	....	5	15	6
Transfer Fees—Land	....	....	....	5	5	6
Explosives License	....	....	....	1	0	0
Refunds	....	....	....	516	0	5
Returned Cheque	....	....	....	1	0	0
Private Works	....	....	....	198	13	6
Trees Purchased	....	....	....	60	14	9
Purchase of Water	....	....	....	14	18	6
Suspense Account	....	....	....	3	11	11
				£63,330	18	3

BALANCE SHEET AS AT 30th JUNE, 1962

Assets				£	s.	d.
Current Assets—						
Bank Balances—						
Municipal Fund	....	....	....	3,110	10	6
Loan Capital	....	....	....	25,150	0	0
Reserve Fund	....	....	....	1,375	9	0
Payment to Central Road Trust Fund	....	....	....	4,612	5	0
Sundry Debtors	....	....	....	1,844	19	11
Plant Hire	....	....	....	2	0	0
Deferred Assets—Loan 17	....	....	....	2,729	14	11
Reserve Fund—Plant	....	....	....	44	6	2
Fixed Assets—						
Buildings	....	....	....	37,950	1	0
Furniture and Equipment	....	....	....	1,165	6	0
Machinery and Plant	....	....	....	30,686	2	1
Town Planning Scheme	....	....	....	1,042	11	2
				£109,713	5	9
Liabilities				£	s.	d.
Current Liabilities—						
Sundry Creditors	....	....	....	2,364	1	6
Plant Replacement Account	....	....	....	44	6	2
Matching Moneys	....	....	....	1,331	2	10
Deferred Liabilities—						
Loan Liability	....	....	....	69,098	19	7
Time Payment—D4 Dozer	....	....	....	4,163	0	0
				£77,001	10	1

We hereby certify that the figures and particulars above are correct.

D. C. TURNER, *President.*

C. A. BOX, *Shire Clerk.*

I certify having examined the books and accounts of the Shire of Corrigin; also compared the Statements of "Receipts and Payments" and "Balance Sheet," also supporting Statements, and found same to be correct, in accordance with the Books, Accounts and Documents produced.

C. GRIGG, A.A.S.A., *Government Inspector of Municipalities.*

CITY OF FREMANTLE.

Notice.

To Mr. J. Bailey, 8 Carnac Street, South Fremantle:
WHEREAS the Building Surveyor has reported that you have been notified that portion of the buildings situated on part lot 23 of Fremantle Town Lot 675-679, Carnac Street, South Fremantle, are neglected within the meaning of section 407 of the Local Government Act, 1960, take notice that the Council of the City of Fremantle, under the provisions of section 408 of the Local Government Act, 1960, doth hereby require you, being the owner to take down portion of the building forthwith:—

(1) Brick side boundary wall situated on the northern boundary and adjacent to the front verandah, approximately 7 ft. 6 in. x 9 ft. 6 in. in area.

Dated this 16th day of January, 1963.

For the Council of the City of Fremantle,

N. J. C. McCOMBE,
Town Clerk.

SHIRE OF MOUNT MAGNET.

IT is hereby notified for general information that Ralph George Tonkin has been appointed Building Surveyor for the Shire of Mount Magnet as from the 17th November, 1962.

G. F. JENSEN,
President.

SHIRE OF WILLIAMS

It is hereby advised that David Hepburn Tindale has been appointed Shire Clerk/Engineer, Traffic Inspector and Building Surveyor to the Shire of Williams and that these previous appointments in respect of Francis Wesley Morgan are hereby cancelled.

M. M. HIGHAM,
President.

VERMIN ACT, 1918-1960.

Kojonup Vermin District.

NOTICE is hereby given, pursuant to section 102A of the Vermin Act, 1918-1960, that it is proposed to use Sodium Fluoroacetate ("1080") in the Vermin District shown above for the poisoning of rabbits.

From the publication of this notice until further notice is published, the taking of rabbits or catching y any means except by poisoning is prohibited. Rabbits taken in breach of this prohibition are likely to endanger or be detrimental to human health or life, if consumed as food.

A person who takes or attempts to take rabbits in the vermin district shown above after the publication of this notice and before publication of a further notice cancelling this prohibition commits an offence against the Vermin Act, 1918-1960.

Penalty: Maximum of £100.

T. C. DUNNE,
Chairman,
Agriculture Protection Board.

WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD

Accepted Tenders

Schedule No.	Contractor	Particulars	Department Concerned	Rate
915A, 1962	Chamberlain Industries Pty. Ltd.	Supply of Front End Loader	P.W.D.	£2,981 17s. 6d.
909A, 1962	G. A. & J. G. Willey	Supply of Bread to Muresk Agricultural College during period 1/1/63 to 31/12/63	Agriculture	8½d. per lb.
115/63	.....	Supply of Furniture, Blinds and Bedding during period 3/1/63 to 30/6/63	Various	At rates tendered
935A, 1962	Chemical Industries (Kwinana) Pty. Ltd.	Supply of Weedicides during period 1/1/63 to 31/12/63, as follows :— Item 1 Item 2	do.	5s. 3d. per lb. 12s. 2d. per lb.
937A, 1962	David Gray & Co.	Formulation of Weedicides during period 1/1/63 to 31/12/63, as per Item 2	Agriculture	12s. 11d. per gallon plus 3½% of costs of 10 lb. 2, 4, 5 and T Butyl Ester
936A, 1962	Chemical Industries (Kwinana) Pty. Ltd.	Supply of Materials and Formulation of Weedicides	do.	£1 11s. 10d. per gallon
972A, 1962	Faulls Pty. Ltd.	Supply of L.W.B. Landrover	do.	£1,329
971A, 1962	Attwood Motors Pty. Ltd.	Supply of Chassis and Cabs	do.	£1,261
946A, 1962	.....	Purchase and Removal of Loose Top Wool Bales, as follows :— Item 1 Item 2—Bale Tops	P.W.D.	4s. 6d. each 6d. each
951A, 1962	Warren Smith Pty. Ltd.	Purchase and Removal of Auto Diesel Floodmaster Pumping Plant (MRD 475)	P.W.D.	10s.
959A, 1962	R. Bestry	Purchase and Removal of Fargo Utility (WAG 3178) (Engine No. KW2B13777)	Agriculture	£65 10s.
959A, 1962	Redcastle Motors	Purchase and Removal of Ford Zephyr Utility (WAG 5296) (Engine No. 2060/151749)	do.	£302 12s.
957A, 1962	.....	Purchase and Removal of Motor Vehicles, as follows :— Item 1 Item 3 Item 5 Item 2 Item 4 Item 6	Forests	£145 £135 £145 £140 £227 11s. 7d. £201
931A, 1962	H. H. Perrin McArthur Bros. J. W. Baggs D. Lynn	Purchase and Removal of International W6" Tractor (MRD 146) (Engine No. WBKM818x3A)	P.W.D.	£115
965A, 1962	Garvey Motors	Purchase and Removal of International Utility (WAG 4280) (Engine No. ABD 220/1536)	do.	£128 10s.
952A, 1962	Haseley Stud Pty. Ltd.	Purchase and Removal of I.B.C. Semi-portable Jack Pumping Plant	do.	£45
933A, 1962	P. A. Staines	Purchase and Removal of Landrover (WAG 4683) (Engine No. 111800566), at Geraldton	Agriculture	£426
954A, 1962	Western Trading Co.	Purchase and Removal of Britstand Concrete Mixer (PW 132)	P.W.D.	£122
947A, 1962	do. do.	Purchase and Removal of Ingersoll Rand Air Compressor (PW 79)	do.	£112
982A, 1962	G. Hofling	Purchase and Removal of Landrover (WAG BM329) (Engine No. 111707904), at Broome	Police	£302 18s.
967A, 1962	B.H.B. Sales	Purchase and Removal of Armstrong Holland P.C.U. (No. BE 1814)	P.W.D.	£80

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

Date of Advertising	Schedule No.	Supplies Required	Date of Closing
1962			1963
Dec. 7	944A, 1962	Coarse Salt for Hides	Jan. 24
Dec. 7	945A, 1962	Diesel Fuel Oil for Wyndham Meat Works	Jan. 24
Dec. 28	1012A, 1962	Board Transfer and Drive Base	Jan. 24
Dec. 28	1016A, 1962	Fencing (Ringlock or equivalent)	Jan. 24
Dec. 28	1017A, 1962	Cream for Perth Chest Hospital	Jan. 24
1963			
Jan. 4	4A, 1963	Automatic Oil Fired Boilers for the Geraldton Regional Hospital	Jan. 24
Jan. 11	110	Soaps, Polishes, etc., from 1/4/63 to 31/3/64	Jan. 24
Jan. 11	108	Biscuits and Cake from 1/4/63 to 31/3/64	Jan. 24
Jan. 11	7A, 1963	Room Air Conditioners	Jan. 24
Jan. 11	109	Groceries	Jan. 24
Jan. 11	11A, 1963	Refrigeration Equipment for Bunbury Hospital	Jan. 24
Jan. 11	12A, 1963	Erection of Wire Mesh Fence for Byford High Level Tank	Jan. 24
Jan. 8	5A, 1963	Automatic Oil Fired Boilers for the Bunbury Regional Hospital	Jan. 31
Jan. 11	6A, 1963	Bread for Narrogin School of Agriculture	Jan. 31
Jan. 11	8A, 1963	Kitchen Equipment for Bunbury Regional Hospital	Jan. 31
Jan. 11	9A, 1963	Trickling Filter Rotary Distributor for Bunbury Sewage Treatment Works	Jan. 31
Jan. 11	10A, 1963	Machinery for Bunbury Sewage Pumping Station	Jan. 31
Jan. 11	13A, 1963	Steam and Hot Water-heated Kitchen Equipment	Jan. 31
Jan. 18	14A, 1963	All-metal Caravan	Jan. 31
Jan. 18	18A, 1963	Four-wheel Drive Utility and Two-wheel Pneumatic-tyred Trailer	Jan. 31
Jan. 18	19A, 1963	3 ton Motor Trucks for W.A.G.R.	Jan. 31
Jan. 18	20A, 1963	Wire Broome (34 in. diameter and 7 ft. long) for fitting to a Mechanical Road Broome	Jan. 31
Jan. 18	21A, 1963	Four-wheel Drive Vehicles	Jan. 31
Jan. 18	22A, 1963	X-ray Equipment for Perth Chest Hospital	Jan. 31
Jan. 18	23A, 1963	Refrigeration Equipment for Geraldton Regional Hospital	Jan. 31
Jan. 18	15A, 1963	Chandeliers and Crystal Wall Brackets	Feb. 7
Jan. 18	16A, 1963	Electric Light Fittings	Feb. 7
Jan. 18	17A, 1963	Fluorescent Light Fittings	Feb. 7
1962			
Nov. 9	870A, 1962*†	66 K.V. 2000 M.V.A. Switchgear. Documents chargeable at £1 ls. first issue and 5s. 3d. each subsequent issue	Feb. 14
Oct. 19	800A, 1962*†	Coal Handling Plant for Muja Generating Station. Documents chargeable at £2 2s. first issue and 10s. 6d. each subsequent issue	Feb. 28
Dec. 28	1019A, 1962†	Circulating Water Pumps for Muja Generating Station. Documents chargeable at £2 2s. for the first issue and 10s. 6d. each subsequent issue	Apr. 4

* Documents available from Agent General for W.A., 115 The Strand, London, W.C. 2.

† Documents available for inspection only at W.A. Government Tourist Bureau Offices, Melbourne and Sydney.

Addresses—Liaison Offices—

W.A. Government Tourist Bureau,
No. 10 Royal Arcade, Melbourne, Cl.

C/o The Manager,
W.A. Government Tourist Bureau,
22 Martin Place, Sydney.
Agent General for W.A.—
115 The Strand, London, W.C. 2.

For Sale by Tender

Date of Advertising	Schedule No.	For Sale	Date of Closing
1962			1963
Dec. 28	1011A, 1962	Malcolm Moore Front End Loader	Jan. 24
Dec. 28	1018A, 1962	Quantity of Warped and Twisted Jarrah Timber (approx. 1,970 lin. ft. in sizes from 9 in. x 3 in. to 15 in. x 7 in.) at Busselton	Jan. 24
1963			
Jan. 4	1A, 1963	Scrap Metal comprising 40 ton Henry Polley Rail Weighbridge at Geraldton	Jan. 24

Tenders addressed to the Chairman, Government Tender Board, 74 Murray Street, Perth, will be received for the above-mentioned supplies until 10 a.m. on the dates of closing.

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

Tender forms and full particulars may be obtained on application at the Tender Board Office, 74 Murray Street, Perth.

No Tender necessarily accepted.

18th January, 1963.

A. H. TELFER,
Chairman, Tender Board.

THE ARCHITECTS BOARD OF WESTERN AUSTRALIA.

CORRECTION.

IN the list of persons registered under the Act at 1st January, 1963, published on pages 18-21 of *Government Gazette* (No. 1) of 4th January, 1963, delete the item—

120; Tracey, William H. A.; c/o. S.H.C., Plain Street, West Perth; section 14 (a); 10th April, 1951.

(being the thirty-seventh and thirty-eighth lines in column 1 of page 21)

and insert in its stead—

220; Strauss, Raymond Bernard; 38 Cleaver Street, West Perth; section 14 (a); 10th April, 1951.

REGISTRATION OF MINISTERS.

(Pursuant to Part III of the Registration of Births, Deaths and Marriages Act, 1894-1956.)

Registrar General's Office,
Perth, 16th January, 1963.

Appointments.

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

R.G. No.; Date; Name; Address of Residence;
Registry District.

Roman Catholic.

2009/63; 1/1/63; Most Rev. Francis Xavier Thomas, D.D., B.A., Dip. Ed.; Bishop's House, Cathedral Avenue, Geraldton; Geraldton.

2010/63; 1/1/63; Rev. Brendan John Molony; Bishop's House, Cathedral Avenue, Geraldton; Geraldton.

2011/63; 23/12/62; Rev. Eugene McGrath, B.D.; The Presbytery, 9 Gordon Street, Northam; Northam.

2012/63; 15/1/63; Rev. Milton John Foster; The Presbytery, 40 Franklin Street, Leederville; Perth.

The Salvation Army.

2013/63; 15/1/63; Brigadier Cyril Joseph Bautovich; 71 Lincoln Street, Perth; Perth.

2014/63; 15/1/63; Major Leslie John Collins; 28 Bulwer Street, Perth; Perth.

2015/63; 15/1/63; Captain Donald Matthews; 27 Verna Street, Gosnells; Canning.

2016/63; 15/1/63; Captain Donald Edward Warr; 14 Charles Street, South Fremantle; Fremantle.

Cancellations.

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

R.G. No.; Date; Name; Address of Residence;
Registry District.

The Methodist Church of Australasia Western Australia Conference.

196/61; 1/12/62; Rev. Lloyd Wilson Caust; 31 Keane Street, Geraldton; Geraldton.

2076/56; 1/12/62; Rev. Neville George Creagh; Methodist Manse, Wongan Hills; Northam.

196/61; 27/10/62; Rev. Norman Hicks; Central Methodist Mission, Murray Street, Perth; Perth.

2113/57; 1/1/63; Rev. Neville Hulme; Methodist Manse, Norseman; Dundas.

The Salvation Army.

199/61; 14/1/63; Captain Ronad McEvoy; 27 Verna Street, Gosnells; Canning.

2079/58; 14/1/63; Major John Percy Allen; 71 Lincoln Street, Highgate; Perth.

2008/60; 26/1/63; Brigadier Ferdinand McClure; 68 Guildford Road, Mt. Lawley; Perth.

2040/60; 14/1/63; Major Robert Andrew Alexander Stewart; 28 Bulwer Street, Perth; Perth.

2014/62; 20/12/62; Captain Keith Knop; 82 Matlock Street, Mt. Hawthorn; Perth.

E. J. BROWNFIELD,
Registrar General.

REGISTRATION OF MINISTERS.

(Pursuant to Part III of the Registration of Births, Deaths and Marriages Act, 1894-1956.)

Appointment.

IT is hereby published for general information that, pursuant to an application made under the provisions of section 20 (4) of the Registration of Births, Deaths and Marriages Act, 1894-1956, Douglas Stewart, of Onslow, Western Australia, has been registered in this office on 15th January, 1963, as authorised to celebrate a marriage at Onslow.

E. J. BROWNFIELD,
Registrar General.

COAL MINES REGULATION ACT, 1946.

Department of Mines,
Perth, 4th January, 1963.

THE Hon. Minister for Mines has been pleased to re-appoint the following members of the Committee of the Collie Coal Mines Accident Relief Fund Trust for a further period of twelve months:—

William George Mandry, as from 26th January, 1963.

Norman Magill, as from 16th December, 1962.
Edmund James Whiteaker, as from 26th January, 1963.

A. H. TELFER,
Under Secretary for Mines.

MINE WORKERS' RELIEF FUND.

Board of Control.

NOTICE is hereby given that in accordance with the provisions of the Mine Workers' Relief Act, 1932-1961, and Regulations, nominations for the position of one each Employer and Mine Workers' Representative on the Board of the above Fund close with the undersigned on Thursday, 14th February, 1963, at 4.30 p.m.

Messrs. Robert Ince and John Kelly, who retire by the effluxion of time, are eligible for re-election.

W. A. BARNETT,
Returning Officer.

Kalgoorlie, 15th January, 1963.

GOVERNMENT RAILWAYS ACT, 1904-1960.

Railway Appeal Board.

IT is hereby notified for general information that Mr. M. L. Brabazon has been appointed as member of the Railway Appeal Board *vice* Mr. F. A. Craig, as from and including 15th January, 1963.

C. G. C. WAYNE,
Commissioner of Railways.

ERRATUM.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

IN the publication of Industrial Agreement No. 13 of 1962—Storemen (State Shipping Service) Agreement at pages 3880 to 3882 of the *Government Gazette* (No. 99) of the 7th December, 1962, delete the margin of £4 16s. 6d. now appearing against the classification of "If a qualified engineering tradesmen" in subclause (b) of Clause 12—Rates of Pay on page 3882 and insert in lieu thereof the margin of £4 16s. 0d.

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 25 of 1958.

Between Building Trades Association of Unions of Western Australia (Association of Workers) and others, Applicants, and The Minister for Works and others, Respondents.

The Conciliation Commissioner in pursuance of the powers and duties conferred upon him by section 108B of the Industrial Arbitration Act, 1912-1961, 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:—

Award.

1.—Title.

This Award shall be known as The Building Trades (Government) Award 1962 and supersedes Awards Nod. 14 of 1953, 17 of 1953 and 18 of 1953 and any amendments to those Awards.

2.—Arrangement.

1. Title.
2. Arrangement.
3. Definitions.
4. Scope.
5. Area.
6. Term.
7. Contract of Service.
8. Preference to Unionists.
9. Wages.
10. Payment of Wages.
11. Terms of Service.
12. Leading Hands.
13. Special Rates and Provisions.
14. Change Room.
15. Protection of Workers' Tools.
16. Fares and Travelling Time (other than distant work).
17. Distant Work.
18. District Allowance.
19. Hours.
20. Rest Period.
21. Overtime.
22. Annual Leave.
23. Public Holidays.
24. Absence through Sickness.
25. Board of Reference.
26. Provision of Appliances.
27. Representative interviewing workers.
28. Posting of Award and Union Notices.
29. Prohibition of Females and Junior Workers.
30. Record Book.
31. Shift Work.
32. Seniority.
33. Apprentices.
34. Long Service Leave.

3.—Definitions.

(1) "Bricklayer" means a worker engaged in bricklaying, brick cutting, firework (including kiln work) furnaces, or furnace work of any description, setting cement bricks, cement block and cement pressed work, setting coke slabs or coke bricks, or plaster partition blocks or any other work which comes or which may be adjudged to come within the scope of brick work generally.

(2) "Rubble Waller" means a worker who does all or any of the following classes of work whether hammer dressed or sawn:—

- (a) Foundation work.
- (b) Building random rubble uncoursed; or building squared rubble in courses or regular coursed rubble; and dressing quoins or shoddies in connection with any such work;

but this definition shall not of itself be taken to prejudice or affect the right of any other classes of tradesmen or workers to do any class or kind of work they have hitherto been accustomed to do.

(3) "Builders' Labourers".—For the purpose of this Award, builders' labourers are divided into three (3) classes, as follows:—

Class 1:

- (a) Scaffolders, riggers, dogmen, gear hands. Workers engaged in underpinning and timbering basements.
- (b) A worker engaged in the rough finishing of granolithic surfaces on which a wooden or tiled or other like flooring is to be superimposed or a worker in control of a trowelling machine.

Class 2:

- (a) Hod carriers, mortar mixers, persons wheeling to and from the lift or engaged in filling boxes with materials to be lifted with winch, hoist, elevator or crane required for serving bricklayers, plasterers, or masons and worker controlling any such winch or hoist.
- (b) Workers engaged in the erection of steel stanchions, girders, principals and the erection of steel structural work when such work is part of the contractor's contract and under his direct control.
- (c) Workers engaged on furnace work and bakers' ovens.
- (d) Workers engaged in mixing, preparing and delivering of materials used hot, such as bitumen, trinidad and other similar patented materials.
- (e) Workers engaged in the setting and jointing of pipes for sewerage or storm water drainage.
- (f) Drainage workers engaged in connection with building operations.
- (g) Workers engaged in the timbering of shafts, pits or wells, in or around buildings.
- (h) Workers engaged in the preparation of granolithic surfaces but not the finishing thereof.
- (i) Workers engaged in the mixing of plastic materials and the cleaning up of floors and woodwork after the application of such materials.
- (j) Workers engaged in preparing or bending or placing into position steel reinforcements in concrete in connection with building operations.
- (k) Workers engaged in using a jackhammer.
- (l) Workers engaged in the demolishing and removing of buildings.

Class 3: Workers engaged in—

- (a) Mixing, preparing or delivering or packing of concrete in connection with the erection of structures or buildings;
- (b) Clearing, excavating or levelling of sites for buildings when such work is under the building contractor's contract and under his direct control.
- (c) Road construction work in connection with approaches to buildings inside the building line (other than road construction work governed by any Award of the Court of Arbitration or Agreement registered with that Court).
- (d) General labouring comprising men engaged as builders' labourers not included under the two (2) previous classifications.

(4) "Carpenter and joiner" means a worker engaged upon the erection, repair, ornamentation and demolition of work in wood for re-erection, or of any form of construction work in wood, and upon the work usually done by carpenters and joiners in any engineering or millwright shop or yard, the building of dams, bridges, jetties and/or wharves, or the fixing of any other work in wood, metal or plastic usually done by carpenters and joiners in hospitals, mills, freezing works, cool stores, and all other places where carpenters and joiners are usually employed, and upon the making.

preparing and fixing of any other materials usually used in joinery or construction necessitating the use of carpenters' tools or machines in lieu thereof, including:—

- (a) Metal ceilings, the fixing of the following asbestos products—plain and corrugated sheets, gutters, downpipes, ridgings, rain heads, ventilators and skylights, fascia and barge-boards.
- (b) Metal shop front and fittings.
- (c) The setting out and laying of wood blocks or parquetry flooring.
- (d) All pre-fabricated buildings in wood construction in factories or on site.
- (e) "Setter Out" means a carpenter and joiner who sets out in a joiner's shop work (other than wood blocks or parquetry flooring) for three (3) or more other carpenters and joiners.
- (f) "Detail Worker" means a carpenter and joiner who sets out and works upon staircases, bar, kitchen or office fittings or any similar detail work from architects' plans or blueprints requiring more than the ordinary skill of a carpenter and joiner.

(5) Plastering:

- (a) "Plasterer" means a worker employed or usually employed on plastering work.
- (b) "Plastering Work" shall mean—
 - (i) all internal and external plastering and cementing, whether by mechanical or manual means, including hard wall plaster and texture work where the materials used in such texture work consist only of plaster or cement, or both;
 - (ii) fixing of wood lathing and metal lathing or any similar substitute which may be used as a ground for plastering work; and
 - (iii) the fixing of precast plaster or any other kind of plaster required to be finished off with plastered joints;
 - (iv) the fixing of pressed cement work and ornaments and plaster partition blocks;
 - (v) plastering in sewers, septic tanks, water channels and relining of pipes;
 - (vi) the fixing of plain and ornamental tiles on walls or floors;
 - (vii) the top dressing of concrete work finished in cement, granolithic or patent colouring, and all cement composition work and plain or fancy paving, except such work as is included in the definition of a builder's labourer unless such work is done by a worker who is engaged or employed as a plasterer;
 - (viii) the fixing and laying of cork or substitutes such as solomit in cool chambers and in refrigeration chambers;
 - (ix) the working of flintcote where used with sand, cement and/or granulated cork and/or sawdust.

(c) The following work is not included in the foregoing definition:—

- (i) Work authorised to be done by workers under any other Award or Industrial Agreement.
- (ii) Work done by plumbers.

(6) "Signwriter" means a worker who, beside having a knowledge of painting, kalsomining, staining, varnishing, and lime washing, does any of the following work:—

- (a) Lettering of every description, size or shape applied by brush on any surface or material which, without limiting its meaning, shall include stone, wood, iron, metal, brick, cement, glass (plain or fancy), canvas, paper, calico, sheeting, bunting, silk, satin, wire blinds.

- (b) Designing for windows, posters, show window and theatre displays, honour rolls, illuminated addresses, neon signs, stencils, display banners.
- (c) Gilding, i.e., the application of gold, silver, aluminium, or any metal leaf to any surface.
- (d) Designing and laying-out of cut-out displays of all descriptions, either pictorial, scenic or lettering.
- (e) Screen process work, i.e., the designing, setting up and the operation for duplication of signs on any material whether of paper, fabric, metal, wood, glass or any similar material.

(7) "Painter" means—

- (a) A worker who applies paint or any other preparation used for preservative or decorative purposes—
 - (i) to any building or structure of any kind or to any fabricated unit forming or intended to form part of any building or structure; or—
 - (ii) to any machinery or plant.
- (b) and includes any worker engaged in the hanging of wallpapers or substitutes therefor or in glazing, graining, gilding, decorating, applying plastic relief, putty glazing or marbling.
- (c) and also includes any worker who strips off old wallpapers or who removes old paint or varnish or who is engaged in the preparation of any work for painting or of any materials required for the trade.
- (d) but does not include—
 - (i) excepting for dwellings, factories, and other similar structure, the application of a protective coating where a final finishing or decorative coat is not required; or—
 - (ii) work which by custom at the date of this Award has been performed by workers other than Painters at the tradesman's rate of pay.

(8) "Plumber" means a worker employed or usually employed in executing any plumbing, gas fitting, pipefitting, or domestic engineering work, or who executes any work in or in connection with—

- (a) sheet lead, galvanised iron or other classes of sheet metal generally used by plumbers;
- (b) the fixing of lead, wrought, cast or sheet iron, copper, brass or other classes of pipe work, including earthenware pipes, ventilating or air-conditioning appliances;
- (c) water (hot or cold), steam (other than for power purposes), gas, air, oil for heating or cooking purposes, vacuum systems and sewerage installations;
- (d) house, ship, sanitary, chemical and/or general plumbing;
- (e) fire service work;
- (f) fitting and fixing asbestos corrugated sheets, guttering, down pipes, ridging, rain heads, ventilators, skylights, fascia and barge boards;
- (g) irrigation installations.

4.—Scope.

(1) Subject to subclauses (2) and (3) hereof this Award shall apply to all Building Trades Workers and apprentices employed by the Minister for Agriculture; the Minister for Health; the Minister for Lands; the Minister for Works; the Minister for Trading Concerns; the Minister for the North-West; the Minister for Education; the Minister for Industrial Development; the Rottnest Island Board; the Commissioner for Main Roads; the State Housing Commission; the Royal Perth Hospital; the Princess Margaret Hospital.

(2) Excepting for this subclause and subclause (3) of clause 12 and clauses 32, 33 and 34 this Award shall not apply to workers employed in the construction section of the Architectural Division of the Public Works Department who shall otherwise be covered by the Building Trades' Award No. 24 of 1958 and any amendments thereto.

(3) This Award shall not apply to work coming within the scope of, nor to workers whose conditions of employment are regulated by any other Award or Industrial Agreement in force at the date of this Award, nor to work customarily performed by workers other than those bound by this Award.

(4) Liberty to apply is reserved to the parties in respect of the responsibility of the Conservator of Forests and the State Shipping Service.

5.—Area.

This Award shall operate throughout the State of Western Australia.

6.—Term.

The term of this Award shall be for a period of one (1) year from the beginning of the first pay period commencing after the date hereof.

7.—Contract of Service.

(1) Subject to the provision of this clause the contract of service shall be by the day and shall be terminable by one (1) day's notice or by the payment of one (1) day's pay in lieu of such notice on either side.

(2) In the case of a worker with not less than six (6) months' continuous service with the one employer, the contract of service shall be by the week and shall be terminable by one (1) week's notice or by the payment of one (1) week's pay in lieu of such notice on either side.

(3) One (1) hour's notice on either side shall be sufficient to terminate the employment of a casual worker.

(4) For the purpose of this clause, each branch of the Public Works Department shall be deemed to be a separate employer.

(5) The employer shall be under no obligation to pay for any day or portion of a day not worked on which the worker is required to present himself for duty, except when such absence from work is due to illness and comes within the provisions of clause 24.

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

(7) 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 Association of Unions or any of the unions affiliated with it or by any workers employed by any of the respondents to this Award, 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, with the exception of wet weather, in which case the decision as to whether it is too wet to work shall rest with the officer in charge of the job, if available, and, in his absence, the foreman.

(8) The rate of payment in the wages clause is, for the purpose of convenience, expressed in weekly amounts.

8.—Preference to Unionists.

(1) In this clause, the term "unionist" means a worker who is a financial member of one of the industrial unions of workers parties to this Award.

(2) In engaging or dismissing labour (other than apprentices), preference of employment shall be given to unionists, provided that such unionists are adequately experienced in the class of work to be performed and are otherwise competent to perform the work: Provided further that it shall be a defence on the part of an employer charged

with engaging a worker other than a "unionist" when a "unionist" was available for such engagement, that the employer, having made enquiries from the appropriate Union or, if in the country areas, other reasonable enquiries, did not know that any "unionist" competent to perform the class of work involved was available.

(3) Any worker whose application for membership of the Union has been refused, shall have the right of appeal to the Industrial Registrar, whose decision on such matter shall be final. Such worker who has exercised his right of appeal shall, pending the decision of the Industrial Registrar, have the same rights under this clause as a "unionist".

(4) Subject to subclause (5) hereof, workers (other than apprentices) who are not "unionists" shall within seven (7) days of being supplied with the necessary application form for membership and a copy of this clause, by an accredited representative of the applicant union, apply in the prescribed manner for membership and, if accepted as a member, maintain financial membership whilst employed by a Respondent to this Award.

(5) Exemptions:

(a) Any worker may apply in writing to the Industrial Registrar, Court of Arbitration, Perth, (whose decision shall be final) for exemption from this clause.

(b) An applicant for exemption shall detail in the application to the Industrial Registrar his reasons for desiring exemption, and such application shall only be valid and considered by the Industrial Registrar if it is forwarded by registered post within seven (7) days of the applicant's receipt of the application for membership as prescribed in subclause (4).

(c) The Industrial Registrar in the exercise of his discretion may grant exemption with such conditions as he deems desirable—

(i) if the applicant is a financial member of any other registered industrial union;

(ii) if the worker objects on the grounds of conscientious religious belief to becoming a member of any industrial union;

(iii) for any other reason which the Industrial Registrar deems sufficient.

(d) A worker refused exemption by the Industrial Registrar shall, within seven (7) days of the decision, make application for membership of the applicant Union and, if accepted as a member, maintain financial membership whilst employed by a Respondent to this Award.

(6) No employer shall, while to his knowledge adequately experienced unionists competent to perform the class of work are available, retain in his employment any worker for a period of more than fourteen (14) days after being advised by the Union concerned that such worker has not complied with either subclause (4) or paragraph (d) of subclause (5) of this clause or for a period of more than fourteen (14) days after a conviction for a breach of this clause in reference to the employment of such worker.

9.—Wages.

The minimum rates of wages payable to workers under this Award (other than duly registered apprentices) shall be:—

(1) Basic Wage:	Per Week	
	£	s. d.
Metropolitan area, within a radius of fifteen (15) miles from the G.P.O. in the city of Perth	14	18 9
South-west Land Division excluding metropolitan area	14	17 3
Rest of State	14	9 5

	Per Week		
	£	s.	d.
(2) Margins:			
(a) Bricklayers, rubble wallers, carpenters, joiners, painters, signwriters, plasterers and plumbers as defined in clause 3 hereof	4	16	0
(b) Builders' Labourers—			
Class 1	1	18	6
Class 2	1	9	6
Class 3		13	6

(3) Tool Allowances:			
(a) Bricklayers and rubble wallers	4	6	
(b) Plasterers	4	9	
(c) Carpenters and Joiners—			
Joiners' Shops	6	6	
Others	7	6	
(d) Plumbers	6	0	
(e) Painters and Signwriters	1	9	

Note 1.—The tool allowances prescribed in paragraphs (a), (b), (c) and (d) of this subclause, each include an amount of 6d. for the purpose of enabling the workers to insure their tools against loss or damage by theft or fire.

Note 2.—The abovenamed allowances shall not be paid where the employer supplies the workers with all necessary tools, but the amount mentioned in Note 1 above shall be payable for each week in which the employer supplies all necessary tools if the worker is intermittently required by his employer to provide his own tools.

(4) A worker who has not completed nine (9) months' continuous service with his employer and who is retrenched shall, for each week of continuous employment with that employer immediately prior to his retrenchment, be paid the lost time allowance prescribed hereunder less any payment made to him in respect of sick leave or public holidays during that employment:—

Allowance for lost time, ten (10) statutory holidays and ten (10) days sick leave and follow the job, to vary $8\frac{1}{2}$ per cent of any increase or decrease in wages:

	Per Week		
	£	s.	d.
(a) Bricklayers, rubble wallers, carpenters and joiners, painters, signwriters, plasterers, plumbers	1	13	4
(b) Builders' Labourers—			
Class 1	1	8	1
Class 2	1	7	4
Class 3	1	6	0

(5) Disabilities Allowance.—An allowance of 5s. per week shall be paid to all workers (other than apprentices) excepting workers who are employed for the major portion of any week in or about a permanent maintenance depot or who are usually employed in or about the employer's business premises, provided it shall nevertheless be payable where a worker coming within the exception is engaged on the erection or demolition of a building exceeding 250 square feet in floor area.

(6) Casual Workers.—Any worker for whom less than one week's employment is provided shall be paid five (5) per cent. extra.

10.—Payment of Wages.

(1) Workers shall be paid weekly where practicable.

(2) 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 within seven (7) days by registered post at the employer's risk.

(3) Subject to subclauses (1) and (2) hereof, where a worker is required to spend time in waiting for wages or attending the employer's office on a subsequent day, he shall be paid at the ordinary rate of pay for the time so spent, in addition to any fares incurred: Provided that this subclause shall not apply where such waiting or attending was due to an under-payment caused by a genuine mistake or by a genuine dispute as to the amount due.

11.—Terms of Service.

(1) Each worker shall faithfully serve his employer on the work in which he is employed, in compliance with the terms and conditions of this Award.

(2) A worker employed by an employer shall not without the express consent of such employer and the union accept temporary or other employment with any other employer whilst in such employ, nor shall such worker undertake a contract or subcontract to perform any other work whilst his employment by the first mentioned employer continues.

12.—Leading Hands.

(1) Any worker referred to in Clause 9 hereof who is placed in charge for not less than one (1) day of—

- not less than three (3) and not more than ten (10) workers referred to in the said clause shall be paid three shillings and tenpence (3s. 10d.) per day extra.
- more than ten (10) and not more than twenty (20) other workers referred to in the said clause shall be paid seven shillings and eightpence (7s. 8d.) per day extra;
- more than twenty (20) other workers referred to in the said clause shall be paid eleven shillings and sixpence (11s. 6d.) per day extra.

(2) Any labourer being a licensed scaffolder who in compliance with the provisions of section 11 of the Inspection of Scaffolding Act, 1924-55, is employed or engaged in the supervision of the erection or demolition of scaffolding or gear on any scaffold exceeding or likely to exceed twenty (20) feet in height from the horizontal base shall be paid the rate for a leading hand even although he may not be in charge of not less than three (3) men.

(3) The present practice in regard to the payment of junior and senior leading hands in the construction section of the Architectural Division of the Public Works Department shall continue, the rates at present being 25s. 6d. and 57s. 6d. for junior and senior leading hands respectively.

13.—Special Rates and Provisions.

(1) Workers using Ramset Guns or other explosive tools shall while using such tools be paid one penny halfpenny (1½d.) per hour in addition to the prescribed rate.

(2) Workers employed on the following work shall be paid at the rate of threepence (3d.) per hour in addition to the prescribed rate whilst so employed:—

- Working for more than one (1) hour continuously in the shade in places where the temperature is raised by artificial means to between 115 and 130 degrees F.
- The construction of a multi-storied building above the fourth storey thereof: Provided that such extra rate shall not be payable when the exterior walls have been erected and the windows completed and fixed in position.

For the purpose of this paragraph, the number of stories shall be calculated from the street level and include the ground floor.

(3) Workers employed on the following work shall be paid at the rate of sixpence (6d.) per hour in addition to the prescribed rate whilst so employed:—

- Working on a boat-type or swinging scaffold. "Swinging scaffold" means any scaffold suspended from overhead gear and not supported from the ground and which by reason of the operations carried out on it or by reason of wind force or vibration is likely to swing or sway. (No employer shall permit an apprentice who has served less than two (2) years to work on a boat-type or swinging scaffold and no such apprentice shall work on any such scaffold).

Provided that no allowance shall be payable for working on such scaffolds when used under bridges or jetties unless the height of the scaffold above the water exceeds three feet (3 ft.).

- (b) Excessively dirty work which is likely to render the worker or his clothes dirtier than the normal run of work (with a minimum payment as for four (4) hours when employed on such work).
- (c) Insulating work in an average temperature of forty-five (45) degrees F. or under.
- (d) Working for more than one (1) hour continuously in the shade in places where the temperature is raised by artificial means to exceed 130 degrees F.
- (e) Working in dust-laden atmosphere in joiners' shops where dust extractors are not provided or in such atmosphere caused by the use of material for insulating, deafening or pugging work (as for instance, pumice, charcoal, silicate of cotton or any other substitute) or from earthworks.
- (f) Working in any confined space in and around a building. "Confined space" means one of which the dimensions are such that the workman must work in an unusually stooped or cramped position or without adequate ventilation or where confinement within a limited space is productive of unusual discomfort to him.
- (g) Plumbers doing sanitary plumbing work on repairs to sewer drainage or waste-pipe services in any of the following places:—

- (i) Infectious and contagious diseases hospitals or any block or portion of a hospital used for the care of, or treatment of patients suffering from any infectious or contagious diseases.
- (ii) Morgues.

(h) Repairs to Sewers.

- (i) Builders' labourers carrying tools or materials which exceed thirty pounds (30 lb.) in weight or which are by their nature or size awkward to carry on a ladder or stair run exceeding twelve (12) feet.

Loads.—Where bricks are being used the worker shall not be required to carry:—

- (i) more than forty (40) bricks each load in a wheelbarrow (on a scaffold) to a height of fifteen (15) feet from the ground
- (ii) more than thirty-six (36) bricks each load in a wheelbarrow over and above a height of fifteen (15) feet on a scaffold.

The type of Wheelbarrow shall be agreed upon with the Unions.

- (j) Bricklayers employed on chimney shafts over fifty (50) feet from the ground. For every additional fifty (50) or fraction thereof an additional threepence (3d.) per hour shall be paid.

(4) Workers employed on the following work shall be paid at the rate of one and eightpence (1s. 8d.) per day in addition to the prescribed rate whilst so employed:—

- (a) While working in a place where water is continually dripping so that the worker's clothes become wet with soakage or where there is water underfoot so that the worker's feet become wet, but this subclause shall not apply to natural surfaces made wet by rain. Where adequate watertight boots or oilskins are provided by the employer no claim shall be allowed under this provision for wet feet or wet clothing respectively.

- (b) Repairs to ovens, boilers or furnaces or on under-pinning.

(5) Plasterers using flintcote shall be paid fourpence (4d.) per hour extra, except when flintcote is applied by hawk and trowel by plasterers to walls and ceiling when the rate shall be eightpence (8d.) per hour extra.

(6) All work done by plumbers on a ship of any class shall be paid for at the rate of ninepence (9d.) per hour in addition to the rates set out in clause 9—

- (a) whilst under way; or
- (b) in wet places or confined spaces; or
- (c) in a ship which has done one trip or more in a fume or dust laden atmosphere, in bilges, or when cleaning blockages in soil pipes or waste pipes, or repairing brine pipes; and
- (d) on all pipe work carried out under the plates in the engine and boiler rooms and oil fuel tanks, one shilling and sixpence (1s. 6d.) per hour extra.

For the purpose of (b) hereof "wet place" means one in which the clothing of the worker necessarily is wetted to an uncomfortable degree or one in which water accumulates underfoot.

(7) Well Work.—A plumber or labourer required to enter a well thirty (30) feet or more in depth for the purpose in the first place of examining the pump, pipe, or any other work connected therewith, shall receive an amount of two shillings and ninepence (2s. 9d.) for such examination and one shilling and eightpence (1s. 8d.) per hour extra thereafter for fixing renewing or repairing such work.

(8) Permit Work.—Any licensed plumber called upon by his employer to use his licence issued to him by the Metropolitan Water Supply, Sewerage and Drainage Department for any period in any one week, shall be paid two pounds (£2) for that week, in addition to the rate, whilst so employed.

(9) Setter Out.—A "setter out" in a joiner's shop shall be paid four shillings and tenpence (4s. 10d.) per day extra above the minimum rate hereinbefore prescribed for his trade, but where a worker qualifies for an allowance under this subclause and also under clause (12) hereof, he shall be entitled to whichever allowance is the higher, but not to both.

(10) Detail Worker.—A joiner engaged on detail work shall be paid four shillings and tenpence (4s. 10d.) per day extra above the minimum rate hereinbefore prescribed for his trade, but where a worker qualifies for an allowance under this subclause and also under subclause (12) hereof, he shall be entitled to whichever allowance is the higher, but not to both.

(11) Grinding Facilities.—The employer shall provide adequate facilities for the workers to grind tools either at the job or at the employer's premises and workers shall be allowed time to use the same whenever reasonably necessary: Provided that branches of the Public Works Department and the Commissioner for Main Roads may pay an allowance of one shillings and eightpence (1s. 8d.) per week in lieu of the provision of such facilities.

(12) Painters:

- (a) Lead paint surfaces not to be dry-rubbed etc. No surface painted with lead paint shall be rubbed down or scraped by a dry process.
- (b) Width of Brushes.—All paint brushes shall not exceed five (5) inches in width and no kalsomine brush shall be more than seven (7) inches in width.
- (c) Meals not to be taken in paint shop. No worker shall be permitted to have a meal in any paint shop or place where paint is stored or used.
- (d) Lead paint shall not be applied by a spray to the interior of any building.

- (e) All workers (including apprentices) applying paint by spraying shall be provided with full overalls and head covering and respirators by the employer.
- (f) Where from the nature of the paint or substance used in spraying, a respirator would be of little or no practical use in preventing the absorption of fumes or materials from substances used by a worker in spray painting, the worker shall be paid a special allowance of one shilling and sixpence (1s. 6d.) per day.
- (g) Water and Soap.—Water and soap shall be provided in each shop or on each job by the employer for the use of painters.
- (h) Electrical Sanding Machines.—The use of electrical sanding machines for sanding down paint work shall be governed by the following provisions:—

- (i) The weight of each such machine shall not exceed thirteen (13) lbs.
- (ii) Every employer operating any such machine shall endeavour to ensure that each such machine, together with all electrical leads and associated equipment, is kept in a safe condition and shall if requested so to do by any worker, but not more often than once in any four weeks, cause the same to be inspected under the Electricity Act and the Regulations made thereunder.

- (iii) Employers shall provide and supply respirators of a suitable type to each worker and shall maintain same in an effective and cleanly state at all times.

Where respirators are used by more than one worker, each such respirator shall be sterilized or a new pad inserted after use by each such worker.

- (iv) Employers shall also provide and supply goggles of a suitable type: Provided that goggles with celluloid lenses shall not be regarded as suitable.

- (v) All workers shall use such protective equipment when using electrical sanding machines of any type.

(13) Unusually Obnoxious Conditions.—Workers who are called upon to work in unusually obnoxious conditions, for which no special rate is prescribed, shall be paid such extra rate (if any) as may be agreed upon between the representatives of the employer and the Union or, failing agreement, as shall be determined by a Board of Reference.

(14) First Aid Outfit.—Where ten (10) or more workers are employed on a job, the employer shall provide a supply of bandages and antiseptic dressing for use in cases of accident.

(15) Provision of Boiling Water.—The employer shall, where practicable, provide boiling water for the use of his workers on each job at lunch time.

(16) Sanitary Arrangements.—The employer shall comply with the provisions of Section 102 of the Health Act, 1911-1952.

(17) Attendants on Ladders.—No worker shall work on a ladder at a height of over twenty (20) feet from the ground when such ladder is standing in any street, way or lane where traffic is passing to and fro without an assistant on the ground.

(18) Adequate precautions shall be taken by all employers for the safety of workers employed on retaining walls of dams. Any dispute as to the adequacy of precautions taken shall be referred to a Board of Reference.

(19) The employer shall comply with all provisions of the Inspection of Scaffolding Act, 1924-1955 and any Regulations made thereunder.

14.—Change Room.

Where no other reasonably suitable place is available, the employer shall (unless it is impracticable to do so) provide on each job, a suitable and convenient change room where the workers may change their clothes. The change room shall not be used for storing lime, cement or other similar materials.

15.—Protection of Workers' Tools.

(1) Carpenters and Joiners.—The employer shall provide a waterproof and reasonably secure place where the workers' tools (when not in use) may be locked up apart from the employer's plant or material.

(2) Other Workers Except Builders' Labourers.—The employer shall, when practicable, provide a reasonably secure place on each job for the safe-keeping of the workers' tools when not in use.

(3) The employer shall indemnify a worker in respect of any tools of the worker stolen if the employer's failure to comply with this clause is a material factor in contributing to the stealing of the tools.

16.—Fares and Travelling Time.

(Other Than Distant Work.)

(1) All workers required on any day to report directly to the job as distinct from the permanent depot to which such worker is attached (or where a permanent depot does not exist the head office of the employer shall be regarded as the permanent depot) the following allowance to compensate for excess costs and travelling shall be paid:—

- (a) Within a radius of twelve (12) miles from such depot—four shillings and threepence (4s. 3d.) per day.
- (b) For each additional mile up to thirty (30) mile radius—sixpence (6d.) per mile.
- (c) Subject to the provisions of subclause (2), work performed at places beyond thirty (30) miles from the permanent depot shall be deemed to be distant work, unless the employer and the workers, with the consent of the Union, agree in any particular case that the travelling allowance for such work shall be paid under this clause, in which case an additional allowance of eightpence (8d.) per mile shall be paid for each mile in excess of a thirty (30) mile radius.

but a worker who is usually employed at his employer's principal place of business shall not be entitled to the foregoing allowances when required to start work at some other place unless he thereby incurs fares in excess of those incurred in travelling to and from his usual place of employment.

(2) Notwithstanding the foregoing, excepting (1) (c) where such has application, the following provisions in lieu of subclause (1) shall apply to country work carried out more than thirty (30) miles from the G.P.O., Perth:—

- (a) All workers required on any day to report directly to the job as distinct from the permanent depot to which such worker is attached (or where a permanent depot does not exist the main Post Office in the town in which a temporary depot is situated shall be regarded as the permanent depot) and the worker is thereby obliged to incur costs and travelling time both reasonably in excess of that which would be normally incurred in travelling to and from such depot, the allowances prescribed in subclause (1) hereof shall be payable.
- (b) This provision shall not apply in respect of any job where the employer has established a camp at or near the site of the work, and such camp is available to the worker in accordance with the camp provisions referred to in the "distant work" clause, provided that where such camp is more than one mile from the job and the employer does not provide free transport to and from the job, the worker shall be paid an allowance equivalent to twenty (20) minutes at ordinary pay for each

complete mile of the distance from the camp to the job. All time in excess of twenty (20) minutes travelling time to or from the job in the employer's transport shall be paid for at ordinary rates.

- (c) Notwithstanding the foregoing, and in lieu thereof, on construction or maintenance work carried out by the Commissioner of Main Roads or branches of the Public Works Department (other than the Architectural Division), workers under this Award shall be allowed the same conditions as are prescribed by Award or Agreement for the majority of employees of the industry in which they are employed.

(3) Apprentices shall be paid three-quarters ($\frac{3}{4}$) of the above rates.

(4) Where transport to and from the job is provided by the employer from and to his depot or such other place more convenient to the worker as is mutually agreed upon between the employer and worker and such travelling is not covered by subclause (2) (b) or (2) (c) half the above rates shall be paid. Provided that the conveyance used for such transport is provided with suitable seating and weatherproof covering.

(5) For travelling during working hours from and to the employer's place of business or from one job to another, a worker shall be paid by the employer at ordinary rates. The employer shall pay all fares and reasonable expenses in connection with such travelling. This provision shall be in lieu of any of the foregoing provisions.

(6) Liberty to apply to amend this clause is reserved to the parties after six (6) months from the date of the Award.

17.—Distant Work.

(1) Food and Accommodation Allowance.

(a) On any job where it is reasonably necessary that a worker should live and sleep away from his normal place of residence, the following camping provisions shall apply, or where not provided the employer shall be responsible for providing reasonable food and accommodation or shall pay any expenses reasonably incurred by the worker in providing such food and accommodation.

(b) (i) Where a worker is employed as a regular employee of the permanent depot or workshop to which he has been transferred or engaged, his normal place of residence shall be deemed to be the place where he resides whilst working at or in the vicinity of such depot or workshop.

(ii) The normal place of residence of a worker employed as a regular employee of the Main Roads Department shall be deemed to be the recognised centre of the district in which he is employed or to which he has been permanently transferred.

(iii) Subject to the preceding provisions of this subclause a worker's normal place of residence shall be deemed to be the place at which he was engaged.

(iv) In the case of a worker transferred as referred to in paragraphs (i) and (ii) hereof, if a worker is a married man who desires his family to accompany him and because of lack of suitable accommodation in the vicinity of the depot, or as the case may be in the district centre, cannot do so, the parties may agree or, in default of agreement, the Board of Reference may determine an amount to cover food and accommodation expenses.

(c) (i) A worker who is obliged under (1) (a) hereof to camp at or reasonably close to the site of the work and not provided free with the food and accommodation referred to in (1) (a) hereof shall be paid an allowance of £3 5s. per week or ten shillings (10s.) per day for any period of employment less than one week. This allowance shall be reduced by £1 5s. per week, or three shillings and sixpence (3s. 6d.) per day where the aforesaid daily rate applies, in all cases where the employer at his own cost provides the worker with both a proper mess room and the cooking of the worker's food.

(ii) The weekly rate of £3 5s. and the aforementioned deduction of £1 5s. shall apply notwithstanding that a worker may return to his home at a weekend, provided that such worker does not

absent himself without just cause from the job for any of the ordinary working hours or reasonable overtime required in such week otherwise a deduction of ten shillings (10s.) per day may be made for each non-working day and ordinary working day not fully worked in that week up to the maximum allowance prescribed.

(iii) Where the employer provides a mess and cooking staff the deduction referred to in paragraph (i) hereof shall be made, unless otherwise agreed, notwithstanding that a worker may not avail himself of the mess facilities.

(iv) The weekly allowance for a worker employed beyond the 26th parallel and camped 20 miles or more from the nearest town shall be increased to £3 10s. in cases where the worker is obliged to batch.

(d) A deduction of ten shillings (10s.) per day may be made in respect of any worker coming under the provision of (1) (c) for any absence coming within the provision of subclause (3), or for any absence of the worker on leave without pay.

(e) Notwithstanding anything else contained herein a worker who is regularly attached to a permanent depot or workshop and is boarding at a camp provided by the employer, if temporarily transferred to another depot or workshop where the employer provides a boarding camp, shall only be entitled to any extra costs actually involved in boarding at the latter camp.

(f) When satisfactory accommodation, other than tents or huts, is made available by the employer, the foregoing allowances may be reduced in the case of any worker, however short his occupation, when the camp location is fixed for a period of six months or longer; the amount of such reduction to be agreed upon by a representative of the respondent concerned and the Union, and in the event of a dispute or difference, to be referred to a Board of Reference for determination.

(g) Pitching and Striking Camp.—In cases where the nature of the work necessitates the pitching of a temporary camp, and when such camp is shifted to suit the requirements of the work, then the employer shall allow full pay for the actual time reasonably taken in striking and pitching camp and the erection of bunks. The employer or his representative shall decide as to what is a reasonable time for the striking and pitching, and payment shall be made accordingly. In the event of any dispute arising under this subclause, the same may be decided by the Board of Reference.

(h) All other camping provisions shall be similar where reasonably practicable to those provided in clause 12—Camping Area of A.W.U. Award 35 of 1952 as consolidated by Order 142 of 1961, with the exception that no rental charge shall be made for tent or hut accommodation.

(2) Fares and Travelling Allowances to and From a Job Coming Within (1) (a) Hereof.

(a) Subject to the provisions of this subclause, the employer shall pay all costs incurred by the worker in travelling to and from the job, from and to the place of engagement. Such costs shall be limited to fares which include sleeping berth accommodation where such is reasonably necessary; transport of tools; meal money at the rate of five shillings (5s.) for each ordinary meal actually and reasonably required during such travelling and travelling time (including time waiting for transport connections, and ordinary working hours not worked in respect of which the worker makes himself available for employment after arriving at the job destination) at ordinary time with a maximum of eight (8) hours for any one day.

(b) The employer may deduct from the worker's wage at a reasonable weekly rate any costs involved under (a) hereof but the amount of such deductions shall be refunded to the worker when he completes a minimum period of engagement referred to in (c) hereof. In the case of a worker dismissed for misconduct or dismissed for incompetency within one (1) week of commencing employment, or who without just cause does not continue his employment in a proper manner until

the completion of the minimum period of engagement referred to herein, the difference between the cost incurred under (a) hereof and the amount deducted from the worker's wages pursuant to this paragraph shall remain as a debt owing to the employer by the worker and any wages due at the time the employment ends may be retained towards settlement of the debt and the balance of the debt, if any, may be recovered by enforcement of the award.

(c) The minimum and maximum period of contract of engagement shall only be valid in respect of deductions under (b) hereof and payments under this clause, if such has been set out in writing and signed by the employer or his representative and the worker, or otherwise agreed between the Unions and the respondents, and only to the extent herein referred shall it in any way be regarded as varying clause 7—Contract of Service.

(d) By agreement between the parties the fares which would have been reasonably incurred under subclauses (2) (a) and (3) may be paid to a worker who uses any kind of conveyance of his own in travelling.

(e) A worker shall only be entitled to the forward or return costs referred to in (a) hereof upon completion of the minimum or, as the case may be, maximum period of contract of engagement referred to in (c) hereof excepting where special circumstances approved by the employer or in default thereof by the Board of Reference justify payment of the return fare before the completion of the aforesaid contract.

(3) Return of Worker During Course of Employment.

(a) Workers transferred to or engaged on temporary jobs of more than four months duration away from their normal place of residence shall if the worker elects to return to his normal place of residence at the weekend after three (3) months' continuous service away from his normal place of residence in the employ of the one employer and thereafter at the end of each three monthly period, be paid a second-class return rail or road bus fare on the pay day which immediately follows the date on which he returns to the job, unless travelling facilities are provided. This shall not apply where the worker has visited his normal place of residence at the employer's expense during the three monthly period or where the worker's employment is to be terminated within twenty-eight (28) days of a three monthly period, or to workers employed north of latitude 26 degrees.

(b) When a worker has been engaged by the one employer for six (6) months to work at a distant place from which it is not practicable to return to his normal place of residence at the end of three (3) months he shall at the end of six (6) months excepting where the employment is to be terminated within twenty-eight (28) days of such six months be granted one (1) day's leave without pay to enable him to return to his normal place of residence during such "long" week-end, and, unless travelling facilities are provided, he shall be paid a second class return rail or road bus fare on the pay day which immediately follows the date on which he returns to the job: Provided that a worker on jobs in the area of the State north of latitude 26 degrees S. shall after working continuously for an employer for six months without returning to his normal place of residence be paid an additional three (3) days' pay and after working for an employer continuously for twelve (12) months excepting where the employment is to be terminated within twenty-eight (28) days of such twelve months be granted two (2) days' leave without pay and be paid his return air fares between the job and his normal place of residence on the pay day immediately following his return to the job: Provided further that for any specified job in the area north of latitude 26 degrees S., with the consent of the Union and the employer, any other arrangement acceptable to the workers may be substituted for the foregoing provision.

18.—District Allowance.

(1) In addition to the wages prescribed in Clause 9 hereof, allowances shall be paid at the rates set out below, to workers employed in the following areas:—

Boundaries of Districts.

	Allowance Per Week £ s. d.		
(a) The area within a line commencing on the coast; thence east along lat. 28 to Taller Peak; thence south-east to Mt. Gibson and Burracoppin; thence to a point south-east at the junction of lat. 32 and long. 119; thence south along long. 119 to the coast	Nil		
(b) The area within a line commencing on the coast at lat. 27; thence east to a point on long. 119; thence south along long. 119 to lat. 28; thence east along lat. 28 to a point north of Mt. Redcliffe; thence due south along to a point on lat. 30; thence east along lat. 30 to long. 123; thence south along the coast to the boundary of No. 1 district	5	0	
(c) The area within a line commencing on the coast at lat. 26; thence along lat. 26 to long. 123; thence south along long. 123 to the boundary of No. 2 district	9	0	
(d) The area within a line commencing on the coast at lat. 24, thence east to the South Australian border; thence south to the coast; thence along the coast to long. 123; thence north to the intersection of lat. 26 to the coast	1	10	0
(e) That area of the State situated between lat. 24 and a line running east from Carnot Bay to the South Australian border	3	0	0
(f) That area of the State north of a line running east from Carnot Bay to the South Australian border	3	10	0

(2) The above allowances cover a week whether of five (5) days, six (6) or seven (7) days. For periods of less than five (5) days, one-seventh of the above shall be payable for each day or part thereof: Provided, however, that workers who have worked at least one-half of a week shall be given the benefit of Sunday in the calculation of district allowances.

(3) Workers for whom board and lodging is provided by the employer shall be paid half the rates prescribed in subclause (1).

(4) An apprentice shall be paid the same percentage of the appropriate District Allowance as he is receiving of the basic wage.

(5) Liberty to apply at any time is reserved to the parties in respect to areas (b) and (c).

19.—Hours.

(1) Forty (40) hours shall constitute a week's work.

(2) Subject as hereinafter provided, such hours shall be worked on the first five (5) days of the week Monday to Friday and eight (8) hours shall be worked on each day between the hours of 7.30 a.m. and 5.00 p.m. with an interval of not less than forty-five (45) minutes for lunch.

(3) In the case of repairs and renovations to premises where the work is likely to cause discomfort and inconvenience to the users of the premises—

(a) all the foregoing hours may be altered to 7.00 a.m. to 6.00 p.m. on the first five (5) days of the week, Monday to Friday, but a shift shall not be broken except for the duration of the meal period; or

- (b) the work may be performed as an afternoon or a night shift in which case a loading of 25 per cent. of the ordinary rate in addition to the ordinary rate shall be paid:

but where the employer avails himself of this subclause (b), he shall notify the Union in writing not less than forty-eight (48) hours before the commencement of the job.

(4) In the case of emergency work, a worker in the plumbing industry may be rostered to work on Saturday morning and such work may be counted as part of his forty-hour week. The altered starting and finishing times necessitated by such an arrangement shall be as agreed between the worker and the employer.

(5) For any work in the area outside the metropolitan area, the starting and finishing times herein prescribed may be altered by agreement in writing between the employer and any accredited Union official.

(6) An employer may employ his workers on shifts under the provisions of clause 31 of this Award.

20.—Rest Period.

(1) Subject to the provisions hereinafter contained, a rest period of seven (7) minutes from the time of ceasing to the time of resumption of work shall be allowed each morning.

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

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

21.—Overtime.

(1) Subject to the provision of clauses 19 and 31 a worker who commences work between midnight and 6.00 a.m. shall be paid at the rate of double time until his usual starting time, and subject thereto, all work performed outside the normal limits of the hours of labour shall be paid for at the rate of time and a half for the first four (4) hours and double time thereafter.

(2) Any worker who has left the premises at which he is employed and is recalled to work after the usual ceasing time for less than one (1) hour shall receive payment for one (1) hour at overtime rates.

(3) If a worker is required to work during the recognised meal period so that the commencement of the meal period is postponed for more than half ($\frac{1}{2}$) an hour, that worker shall receive payment at double time rates until he gets his meal: Provided that where it is necessary for work to continue uninterrupted, a lunch break of not less than forty-five (45) minutes shall be allowed between the hours of 11.15 a.m. and 1.30 p.m. to workers engaged on such work.

(4) Subject to the preceding subclause, if a worker who is required to work during the recognised meal period does not in consequence obtain during the shift the full continuous meal period, or loses any portion of the meal period, he shall be paid at double time rates for the period not obtained or any portion lost.

(5) The expression "recognised meal period" means the period customarily observed as the meal period between fixed times on the job, or at the works, as the case may be, except where the time of commencement of the customary period is altered by mutual consent of the employer and the workers on a job to suit the convenience of the workers or the building proprietor, in which case the altered times shall be the basis of any rights under the preceding subclauses (3) and (4).

(6) Any worker who is required to continue working for more than two (2) hours after his usual knock-off time on any day shall be supplied by the employer with a reasonable meal or, in lieu of such meal, shall be paid an allowance of five shillings (5s.) for a meal.

Provided that this subclause shall not apply to a worker who has been notified on the previous day that he would be required to work such overtime.

(7) (a) 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 of successive days.

(b) A worker (other than a casual worker) who works so much overtime between the termination of his ordinary work on one day and the commencement of his ordinary work on the next day that he has not at least eight (8) consecutive hours off duty between those times shall, subject to paragraph (c) of this subclause, be released after completion of such overtime until he has had eight (8) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(c) If, on the instructions of his employer, such a worker resumes or continues work without having had such eight (8) consecutive hours off duty, he shall be paid at double rates until he is released from duty for such period and he shall then be entitled to be absent until he has had eight (8) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

(8) Notwithstanding anything contained herein—

(a) an employer may require any worker to work reasonable overtime and such worker shall work the overtime in accordance with such requirement;

(b) an organisation party to this Award and/or a worker or workers covered by this Award, shall not 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 (a) above;

(c) the provisions of this subclause shall remain in operation only until otherwise determined by the Court.

22.—Annual Leave.

(1) 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.

(2) 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.

(3) 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.

(4) "Ordinary wages" for the purpose of subclause (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.

(5) (a) Subject to paragraph (b), 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.

(b) 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.

(6) 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.

(7) 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.

(8) 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 or 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.

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

23.—Public Holidays.

(1) 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, Union Picnic Day (to be observed on the day observed as Sovereign's Birthday or on such other day as may be agreed between the parties), Christmas Day and Boxing Day.

(2) 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—

(a) 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.

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

(3) 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.

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

24.—Absence Through Sickness.

(1) A worker shall be entitled to payment for non attendance on the ground of personal ill-health for one-twelfth (1/12th) of a week's pay for each completed month of service.

(2) 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.

(3) 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.

(4) This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act, 1912-1952.

(5) 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.

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

25.—Board of Reference.

(1) For the purpose of this Award, a Board of Reference is hereby appointed which shall consist of a chairman and two (2) other representatives one to be nominated by each of the parties. The said Board shall have assigned to it in the event of no agreement being arrived at between the parties to the dispute, the functions of—

(a) adjusting any matters of difference which may arise from time to time, except such as involve interpretation of the provisions of this Award or any of them;

(b) dealing with any other matter which the Court may refer to the Board from time to time.

(2) An appeal shall lie from any decision of such Board in the manner and subject to the conditions prescribed in the Industrial Arbitration Act, 1912-1961, which for this purpose are embodied in this Award.

26.—Provision of Appliances.

(1) Builders' Labourers.—Employers shall provide all necessary plant and tools free of charge.

(2) Carpenters.—The employer shall provide the following tools when they are required on the job:—Dogs and cramps of all descriptions, bars of all description, augers of all sizes, bits not ordinarily used in a brace, all hammers except claw hammers, glue pots and brushes, dowel plates, trammels, hand and thumb screws, soldering irons, spanners from three-quarters of an inch (¾ in.) upwards, and all power driven tools and machines and drill bits used in machines on construction jobs.

(3) Painters.—The employer shall provide all tools in connection with the painting trade, excepting putty knife, strippers, scissors, duster, paper-hanging brush, roller, two (2) lining fitches, a two-foot (2 ft.) rule, hammer and hacking knife.

Signwriters shall provide themselves with a full set of pencils and fitches, rest stick, wash leather and a two-foot (2 ft.) rule.

(4) Plasterers.—The employer shall supply all floating rules, darbies, trammels, centres, buckets and sieves. Stands for plasterers' mortar boards not less than two feet six inches (2 ft. 6 in.) from the ground or where practicable and safe from a scaffold level, shall be provided for the plasterer by the employer when requested.

(5) Plumbers.—The following tools shall be provided by the employer:—Metal pots, plumbing irons, mandrils, long dummies, stocks and dies for iron and brass pipes, cutters, all tongs over twelve inches (12 in.) vices, hack saw blades, taps and chisels for brick and concrete, and the employer shall also supply all tools required for work to be performed on wrought iron and lead pipes over two inches (2 in.) in diameter, and a worker shall supply only the usual kit bag of tools and a blow lamp.

Plumbers shall supply themselves with all the tools set out hereunder:—

Lead dresser, bending stick, bossing stick, bossing mallet, one set of 1½ in. bobbins, one set of 2 in. bobbins, one bent pin, two 1½ in. mandrils, two 2 in. mandrils, one set 12 in. snips, one set 10 in. bent snips, one square, 12 in. (carpenters), one set wiping cloths, one brace (ratchet), one set wood bits, one steel compass, 8 in. or 9 in., one 2 ft. rule (carpenters), cane-handled dummy, panel saw, ladle, hammer, (bricklayers) caulking tools, rasp, file hacksaw, gas pliers, steel float, rivet set, groover, one shave hook, one claw hammer, one spirit level, one pair pliers, cold chisel, 6 to 9, plumb bob, 60 ft. chalk line, wall drills, footprints, 7 in., footprints, 12 in., pointing trowel, screwdriver, 10 in. and 14 in., bevel (carpenters), one crescent wrench, 10 in., blowlamp, nest of keyhole saws.

(6) Bricklayers.—The employer shall supply scratch combs and blades when required.

(7) A worker in receipt of a tool allowance shall provide himself with all necessary tools, kept in suitable condition for the performance of his work (other than those tools to be provided by the employer in accordance with this clause). A worker who fails to provide all such tools when required shall be guilty of a breach of this Award and shall not be entitled to the tool allowance prescribed in this Award until he complies with this clause.

27.—Representative Interviewing Workers.

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 the 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.

28.—Posting of Award and Union Notices.

No employer shall prevent an official of the workers union from posting a copy of this Award, or any union notice, not exceeding fourteen inches by nine inches (14" x 9") in a suitable place on any job.

29.—Prohibition of Females or Junior Workers.

The employment of females or junior workers (except apprentices as defined by the Apprenticeship Regulations) on any work which if performed by an adult male worker would be subject to the provisions of this Award is prohibited, unless the consent of the appropriate union is obtained, and if any female or junior worker (except an apprentice as so defined) is so employed in breach of this clause, such worker shall be paid not less than the wages for an adult male performing similar work, without, however, relieving the employer from any penalty on conviction for such breach of the Award. Provided that if an employer who has committed a breach of this clause satisfies the Court in which any proceedings relating to such breach are brought, that such breach was caused by his inadvertently omitting to register a worker as a probationer with a view to apprenticeship pursuant to Regulation No. 5 of the Apprenticeship Regulations, 1953, and that such omission was remedied within fourteen (14) days from the expiration of the time prescribed for registering such probationer, the junior worker

concerned shall only be entitled as from the commencement of his service to the rate for the first year apprentices, without, however, relieving the employer from liability for any penalty for a breach of the regulation.

30.—Record Book.

(1) The wages sheets of the Department shall be open for inspection at head office by the Secretary or other duly accredited representative of the Union upon reasonable notice being given of his desire to inspect same.

(2) Where it is not reasonably practicable for the worker to inspect the pay sheet, the wages envelope shall set out the ordinary wages, overtime and all deductions.

31.—Shift Work.

Shift work may be worked, but before doing so the Association party to this Award shall be notified.

Pending agreement between the parties or decision of the Court in respect of rates and conditions to apply to such shift work the extra rates shall be five per cent. (5%) for afternoon and ten per cent. (10%) for night shift.

Liberty to apply is reserved to either party in respect of this clause.

32.—Seniority.

(1) For the purpose of this clause each branch of the Public Works Department shall be deemed to be a separate employer.

(2) Tradesmen employed at the trade to which a three year apprenticeship applies and with more than nine months continuous service as a tradesman shall be entitled to the application of the "first on last off" principle in respect to any retrenchments. This principle shall only apply provided that the worker is capable of performing the class of work required in an efficient manner and has not been involved in any stoppage of work unauthorised by his employer, or refusal to carry out any lawful and practicable instruction. Any dispute in respect to the application of this Clause shall be referred to the Board of Reference for determination.

33.—Apprentices.

(1) The term of apprenticeship shall be in accordance with the years referred to in sub-clauses (3) and (4).

(2) The maximum number of apprentices allowed to any employer in any branch shall be in the following proportions:—

Bricklaying, Stonemasonry, Plastering.—As allowed under the Building Trades' Apprenticeship Regulations.

Carpentry and Joinery.—One (1) apprentice to every two (2) or fraction of two (2) journeymen employed by him, provided the fraction shall not be less than one (1).

Plumbing.—One (1) apprentice to every two (2) or fraction of two (2) journeymen employed by him, provided the fraction shall not be less than one (1).

Painting and/or Signwriting.—One (1) apprentice to every three (3) or fraction of three (3) journeymen employed by him in that Branch, provided the fraction shall not be less than one (1).

(3) A minor who has satisfactorily completed an approved pre-apprenticeship course conducted by the Technical Education Division of the Education Department may be indentured as an apprentice carpenter and joiner or bricklayer on a three year term of apprenticeship.

In this subclause "approved" means approved by the Carpentry and Joinery Apprenticeship Advisory Committee or the Mortar Trades Apprenticeship Advisory Committee as the case may be.

(4) Wages:

	Percentage of or Margin Over Basic Wage
(a) Five year term:	
1st year	33½%
2nd year	45%
3rd year	65%
4th year	85%
5th year. Margin Over Basic Wage	20s.

(b) Three year term:

1st year	50%
2nd year	85%
3rd year Margin over Basic Wage	20/-

(5) Subject to Regulation 25 of the Apprenticeship Regulations 1953, the following shall apply to the training of carpentry and joinery apprentices:—

(a) Every apprentice shall either—

(i) attend regularly and punctually any appropriate vocational class or classes of instruction; or

(ii) study any approved correspondence course appropriate to his trade.

(b) Where an apprentice lives within 12 miles of a Government or other approved technical school where a course appropriate to his trade and grade is provided he must attend this course.

(c) The hours of attendance for carpentry and joinery five year term apprentices in appropriate trade classes shall be eight hours per week for the first school year of his apprenticeship—February to November—in his appropriate technical course and eight hours per fortnight for the three subsequent school years.

Provided that all time lost during such training shall be made up during the fifth year of apprenticeship.

(d) The hours of attendance at Technical School for an apprentice indentured for a three year term shall be eight (8) hours per fortnight in the first and second year of his apprenticeship.

(6) The employment of apprentices in the brick-laying, stonemasonry and plastering trades shall be governed by the provisions of the Building Trades Apprenticeship Regulations.

(7) Subject to Regulation No. 27 of the Apprenticeship Regulations, 1953, apprentices from any district in country areas where an appropriate technical class is not established shall attend an approved technical centre for two (2) weeks' training each year without loss of pay.

(8) The employer shall be under no obligation to teach an apprentice to carpentry and joinery, any work in connection with metal ceiling where that work is not performed by such employer.

(9) Five year apprentices in the third, fourth and fifth years of apprenticeship shall be paid a tool allowance of the same amount as is payable to tradesmen in the trade to which they are apprenticed. Three year apprentices shall be paid a similar allowance in their second and third year.

(10) The employer shall provide each apprentice in the painting trade during the first year with a putty knife, stripper and duster.

(11) No apprentice to the painting or signwriting trades shall be registered in accordance with the provisions of this Award until such time as he has lodged with the Registrar a certificate to the effect that he does not suffer any disabilities by reason of colour blindness.

(12) On completion of the probationary period apprentices shall be supplied with tools as selected by the Foreman as follows:—

	Up to the value of £ s. d.		
Carpentry and Joinery....	15	0	0
Plumber	7	10	0
Painters and Signwriters	3	5	0
Bricklayers and Plasterers	7	10	0

(13) Liberty to apply is reserved to the parties in respect of subclause (4)—Wages.

34.—Long Service Leave.

The conditions governing the granting of long service leave to full time Government wages employees generally shall apply to workers covered by this Award.

In witness whereof this Award has been signed by the Conciliation Commissioner this 9th day of November, 1962.

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

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 22 of 1962.

Between The West Australian Shop Assistants and Warehouse Employees' Industrial Union of Workers, Perth, Applicant, and Elder Smith & Co. Ltd. and others, Respondents.

WHEREAS an industrial dispute existed between the abovenamed parties, and whereas the said dispute was referred into Court for the purpose of hearing and determination, and whereas the said reference of industrial dispute was remitted by the Court to the Conciliation Commissioner, and whereas the parties subsequently met and conferred and have arrived at agreement on all matters in difference, and whereas the parties have this day appeared before the Conciliation Commissioner by their respective representatives and requested the Conciliation Commissioner to make the said Agreement an Award of the Court: Now, therefore, the Conciliation Commissioner, pursuant to section 65 of the Industrial Arbitration Act, 1912-1961, and all other powers therein enabling him, hereby declares the memorandum hereunder written to have the same effect as and be deemed an Award of the Court.

Memorandum of Agreement.

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

1.—Title.

This Award shall be known as the "Wool, Hide, and Skin Store Employees' Award 1962" and replaces Award No. 35 of 1955 as amended.

2.—Arrangement.

1. Title.
2. Arrangement.
3. Scope.
4. Area.
5. Term.

I.—Wool Store Section.

6. Definitions.
7. Hours.
8. Overtime.
9. Meal Hours and Meal Money.
10. Wages.
11. Duties of Junior Weekly Hands.
12. Proportion of Junior Workers.
13. Engagement.
- II.—Hide and Skin Store Section.
14. Definitions.
15. Hours.
16. Overtime.
17. Meal Hours and Meal Money.
18. Wages.
19. Proportion of Junior Workers.
20. Changing Time.

21. Engagement.
22. Duties of Junior Weekly Hands.
23. Protective Clothing.

General Clauses Applicable to
Sections I and II.

24. Holidays and Annual Leave.
25. Higher Duties.
26. Time and Wages Record.
27. Under-rate Workers.
28. Pay Day.
29. Board of Reference.
30. Sounding Device.
31. Travelling Time.
32. Absence Through Sickness.
33. Preference to Unionists.
34. Liberty to Apply.
35. Long Service Leave.

Schedule "A"—Respondents.

3.—Scope.

This Award shall apply to all workers engaged in wool, hide and/or skin stores by the respondents in the classifications described in clauses 10 and 18 hereof in or in connection with the classing, sorting, dumping, piecepicking, receiving, despatching and general handling of wool, skins and/or hides.

Provided that it shall not apply to workers who are at present subject to any Award of the Court of Arbitration of Western Australia or in any Industrial Agreement registered in accordance with the Industrial Arbitration Act, 1912-1961.

4.—Area.

This Award shall have effect over the State of Western Australia.

5.—Term.

The term of this Award shall be for a period of three (3) years as from the beginning of the first pay period commencing after the date hereof.

I.—Wool Store Section.

6.—Definitions.

(a) "Casual Hand" shall mean a worker engaged by the hour and who may be put off or leave his employer's service at any moment without notice. Provided that—

- (i) a casual hand shall be employed for not less than four (4) hours in any one day;
- (ii) where a casual hand is dismissed, the wages due to him shall be paid in cash on the termination of his employment, but where a casual hand is dismissed for cause, the wages due to him shall be paid not later than the next day;
- (iii) any worker who is taken on between the 1st March and the 31st August, inclusive, and who is not kept on for four (4) consecutive weeks, shall be regarded as a casual hand and shall be paid the casual rate prescribed herein.

(b) "Weekly Hand" shall mean a worker engaged by the week and whose employment shall be terminable by not less than one (1) week's notice on either side. Provided that—

- (i) any worker who is taken on between the 1st September and the 28th February in the following year, inclusive, shall be regarded as a casual hand and paid the rate prescribed for a casual hand;
- (ii) if a worker is engaged prior to the 1st September and his engagement is terminated by his employer on or before the 28th February in the following year, he shall be regarded as a casual hand and paid the rate prescribed for a casual hand from the 1st September;
- (iii) any worker who is in the employ of the employer prior to the 1st September and who is kept in his employment up to and including the 28th February in the following year, shall be regarded as a weekly hand and paid the rate prescribed for a weekly hand for any work performed prior to the 1st September and after the 28th

February in the year following (such worker shall, however, receive five per cent. (5%) in addition to the prescribed rate for the period between the 1st September and the 28th February in the year following); and for any continuing periods whilst casual hands are employed in the store;

- (iv) casual rates shall not be paid to any worker who, being in the employ of the employer prior to the 1st September, is transferred from his employer's wool store to do work in his hide and skin store, or vice versa, during the period between the 1st September and the 28th February in the year following inclusive, unless such worker's services are terminated by his employer on or before the 28th February, in which case the worker shall be paid the prescribed casual rate only for the time he has been employed in the wool store: Provided that if the total time worked in the wool store and the hide and skin store be less than four (4) consecutive weeks, the worker shall be paid the rate prescribed for a casual hand for the work performed in both stores.

(c) "Head Classer" shall mean a worker in charge of other workers who classes wool for export or packs for appraisement, auction sales or shipment and takes over country consignments.

(d) "Classer" shall mean a worker who classes wool for one or more of the following: Export, auction sales, appraisements or shipments, which work shall not include the work usually performed by a piece picker as defined in subclause (f) of this clause.

(e) "Assistant Storeman" shall mean a storeman in charge of a branch store separated from the main place of business, or a storeman who is working in a similar capacity in the main store under the man in charge of the wool store.

(f) "Piece Picker" shall mean a worker—

- (i) separating the clean from the dirty;
- (ii) separating the large and longer staple pieces and bellies from the short;
- (iii) taking the rough and stains from cleaner pieces and separating for colour.

(g) "Leader of Gang" shall mean a worker who is placed in supervision over other storemen, notwithstanding that he may himself be under the supervision of the head classer or man in charge.

(h) "Sorter" shall mean a worker other than a head classer or classer who sorts wool for quality irrespective of the portion of the sheep's or lamb's body from which it originates.

7.—Hours.

Forty (40) hours shall constitute a week's work, to be worked between the hours of 8 a.m. and 5 p.m. on Monday to Friday, inclusive.

8.—Overtime.

(a) All time worked prior to the usual starting time or after the usual finishing time shall be paid for at overtime rates.

(b) (i) For work performed up to 9 p.m., Monday to Friday inclusive, time and a half.

(ii) For work performed after 9 p.m. until 8 a.m. the next day, Monday to Friday inclusive, double time.

(iii) For work performed between 8 a.m. and 12 noon on Saturday, time and a half.

(iv) For work performed on Saturday, after 12 noon, or during a meal hour, or on Sunday or on any of the holidays prescribed by this Award, double time.

(c) Notwithstanding anything contained in this Award—

- (i) an employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement;

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

9.—Meal Hours and Meal Money.

(a) One (1) hour shall be allowed for each meal: Provided that where the distance or any other unavoidable circumstances does not permit a worker obtaining a meal in that time he shall on notifying the employer prior to taking of the meal period be allowed up to one and one-half (1½) hours for any meal taken after 5 p.m., otherwise meal hours shall be as under:
12 noon to 1 p.m., 5 p.m. to 6 p.m., 12 midnight to 1 a.m., 7 a.m. to 8 a.m.

(b) If any worker is required to return to work after 6 p.m., Monday to Sunday inclusive, he shall be paid six shillings (6s.) meal money. A worker shall also be entitled to six shillings (6s.) meal money if he is required to work after 12 o'clock midnight, or if he is required to work after mid-day on Saturday or Sunday for a period of not less than one hour.

(c) Should a worker who has worked during the night up to breakfast time in the morning be required to continue working after 8 a.m., he shall be paid six shillings (6s.) meal money. Provided that such payment shall not be made in the case of a worker who starts work at 6.30 a.m.

(d) Meal money shall be paid to the worker not later than 5 p.m. on the day that he is required to return to work overtime.

(e) A break not exceeding ten (10) minutes shall be allowed to workers between the hours of 9.45 a.m. and 10.30 a.m. each day for the purpose of taking morning tea.

The time of taking such break shall be determined by the employer.

The provisions of this subclause shall not apply to workers picked up at 10 a.m.

Liberty is reserved to the employers to apply to amend or delete this subclause at any time.

(f) If any worker is required to work beyond 9 p.m. and/or 3 a.m., he shall be allowed an interval of fifteen (15) minutes for smoke-oh.

10.—Wages.

(a) Basic Wage:	Per Week £ s. d.
(i) Within a radius of fifteen (15) miles from the G.P.O., Perth	14 18 9
(ii) Outside a radius of fifteen (15) miles from the G.P.O., Perth, but within the South West Land Division	14 17 3
(iii) Rest of State	14 11 6

(b) Classification—Adult Males:	Margin Over Male Basic Wage Per Week £ s. d.
(i) Head classer and/or man in charge of wool store	5 16 0
(ii) Classer	4 12 0
(iii) Assistant Storeman	4 5 6
(iv) Sorter	4 0 0
(v) Piece pickers and all other weekly hands	2 19 0

(c) Leader of gang (as defined) shall be paid fourpence (4d.) per hour in addition to the above rates.

(d) One (1) worker in each wool stacking gang shall be paid one shilling and three pence (1s. 3d.) per day in addition to the above rates. Not less than five (5) workers shall constitute a hand stacking gang.

(e) One shilling and threepence (1s. 3d.) per day in addition to the above rates shall be paid to the worker driving the wool dumping press.

(f) One shilling and sixpence (1s. 6d.) per hour in addition to the above rates shall be paid to any worker who actually handles "dead" wool.

(g) Two shillings (2s.) per day in addition to the above rates shall be paid to workers employed on a wool press other than a power press and one shilling and threepence (1s. 3d.) per day if employed on a power press.

If handling "dead" wool the provisions of sub-clause (f) shall also apply.

(h) Junior Male Weekly Hands:

	Percentage of Male Basic Wage Per Week %
14 to 15 years of age	35
15 to 16 years of age	40
16 to 17 years of age	50
17 to 18 years of age	55
18 to 19 years of age	70
19 to 20 years of age	85
20 to 21 years of age	100

(i) Casual Workers:

(a) Except as hereinafter provided—Casual workers shall be paid at the rate of ten per cent. (10%) in addition to the rates prescribed by this Award for weekly hands.

(b) Casual hands engaged as head classer and/or man in charge of wool store, or classer, or assistant storeman, shall be paid at the rates prescribed in subclauses (b) (i), (ii) or (iii) of this clause, plus an additional one shilling and threepence (1s. 3d.) per hour.

11.—Duties of Junior Weekly Hands.

If any junior weekly hand is called upon to do any work other than the following, namely:—Marking, branding, working lift, cleaning up, sweeping, sewing (other than sewing up), elementary classing, driving hoist, winch or stacking machine, or any light work ordered by the storeman, he shall be paid the minimum adult rate. Driving of stacking machine shall not include hauling it from place to place unassisted. If a junior is employed "kicking back" he shall be paid the minimum adult rate. No junior under 18 years of age shall be required to lift anything exceeding 50 lbs. in weight.

12.—Proportion of Junior Workers.

The number of junior workers shall not exceed the proportion of one (1) junior to every four (4) adult workers covered by this section of the Award.

13.—Engagement.

All labour required in the wool stores for the day shall be engaged between 7.30 a.m. and 8 a.m. (except in the case of workers required for sewing up, who may be engaged up until 10 a.m.), but in the event of sufficient men not being available between these times, the employer shall have the right to engage other labour which may report later in the day. Provided that workers shall be entitled to payment only as from the time at which they are told to report for work.

II.—Hide and Skin Store Section.

14.—Definitions.

(a) "Casual Hand" shall mean a worker who is engaged by the hour and who may be put off or leave his employer's service at any moment without notice: Provided that—

(i) a casual hand shall be employed for not less than four (4) hours in any one day;

(ii) where a casual hand is dismissed the wages due to him shall be paid in cash on the termination of his employment, but where a casual hand is dismissed for cause, the wages due to him shall be paid not later than the next day.

(b) "Weekly Hand" shall mean a worker who is engaged by the week and whose employment shall be terminable by not less than one (1) week's notice on either side: Provided that any worker who is employed for less than four (4) consecutive weeks shall be classed as a casual hand and paid the rates prescribed for a casual hand.

(c) "Head Classer and/or Head Storeman" shall mean a worker in charge of other workers and who classes skins and/or hides for export and packs for appraisement, auction sales, shipment, or takes over country consignments.

(d) "Assistant Head Classer" shall mean a worker who assists the head classer in classing for export, auction sales and for appraisement, and takes over country consignments.

(e) "Assistant Storeman" shall mean a worker who assists the head storeman or takes charge of a branch store.

(f) "Skin Classer" shall mean a worker who classes for auction sales and takes over country consignments.

15.—Hours.

Forty (40) hours shall constitute a week's work to be worked between the hours of 8 a.m. and 5 p.m. on Monday to Friday inclusive: Provided that the working days and starting and finishing times of workers employed at the abattoirs at Midland or Fremantle, or at any other skin drying sheds, shall be mutually arranged in writing between the employer and the Union: Provided that the hours worked in each shift shall be continuous. Forty (40) hours shall also constitute a week's work at the said abattoirs, or at other skin drying sheds: Provided that the said hours shall be worked in five (5) days.

16.—Overtime.

(a) All time worked prior to the usual starting time or after the usual finishing time shall be paid for at overtime rates.

(b) (i) For work performed up to 9 p.m. Monday to Friday inclusive, time and a half.

(ii) For work performed after 9 p.m. until 8 a.m. the next day, Monday to Friday inclusive, double time.

(iii) For work performed between 8 a.m. and 12 noon on Saturday, time and a half.

(iv) For work performed on Saturday, after 12 noon, or during a meal hour, or on Sunday or on any of the holidays prescribed by this Award, double time.

(c) Notwithstanding anything contained in this Award—

(i) an employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement;

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

17.—Meal Hours and Meal Money.

(a) One (1) hour shall be allowed for each meal: Provided that where the distance or any other unavoidable circumstance does not permit a worker obtaining a meal in that time he shall on notifying the employer prior to taking of the meal period be allowed up to one and one-half (1½) hours for any meal taken after 5 p.m., otherwise meal hours shall be as under:

12 noon to 1 p.m., 5 p.m. to 6 p.m., 12 midnight to 1 a.m., 7 a.m. to 8 a.m.

(b) If any worker is required to work after 6 p.m. Monday to Sunday inclusive, he shall be paid six shillings (6s.) meal money. A worker shall also be entitled to meal money if he is required to work after 12 midnight or if he is required to work after midday on Saturday or Sunday for a period of not less than one hour.

(c) Should a worker who has worked during the night up to breakfast time in the morning be required to continue work after 8 a.m. he shall be paid six shillings (6s.) meal money: Provided that such payment shall not be made in the case of a worker who starts work at 6.30 a.m.

(d) Meal money shall be paid to the worker not later than 5 p.m. on the day that he is required to return to work overtime.

(e) A break not exceeding ten (10) minutes shall be allowed to workers between the hours of 9.45 a.m. and 10.30 a.m. each day for the purpose of taking morning tea.

The time of taking such break shall be determined by the employer.

Liberty is reserved to the employers to apply to amend or delete this subclause at any time.

(f) If any worker is required to work beyond 9 p.m. and/or 3 a.m., he shall be allowed an interval of fifteen (15) minutes for smoke-oh.

18.—Wages.

(a) Basic Wage:

	Per Week £ s. d.
(i) Within a radius of fifteen (15) miles from the G.P.O., Perth	14 18 9
(ii) Outside a fifteen (15) mile radius of the G.P.O., Perth, but within the South West Land Division	14 17 3
(iii) Rest of State	14 11 6
	Margin Over Male Basic Wage Per Week

(b) Classification—Adult Males:

	£ s. d.
(i) Head classer and/or head storeman	5 16 0
(ii) Assistant head classer	4 13 0
(iii) Skin classer	4 5 6
(iv) Hide classer	4 13 0
(v) Weekly hand handling hides and/or green skins other than those covered in subclause (c) hereof	3 18 6
(vi) Assistant storeman	4 5 6
(vii) Weekly hand	2 19 0

(c) Workers handling green skins and/or hides at abattoirs or green lamb skins from freezing works shall be paid one shilling and sixpence (1s. 6d.) per day extra.

(d) (i) Except as hereinafter provided, casual workers shall be paid at the rate of ten per cent. (10%) in addition to the rates prescribed in subclauses (a) and (b) hereof.

(ii) Casual hands engaged as head classer and/or head storeman, assistant head classer, skin classer, hide classer, weekly hand handling hides, and assistant storeman shall be paid the rates prescribed in subclauses (b) (i), (ii), (iii), (iv), (v) or (vi) of this clause, plus an additional one shilling and threepence (1s. 3d.) per hour.

(e) Junior Weekly Hands Male.—The rates of wages for junior weekly hands and junior casual hands employed in this section shall be the same as those prescribed in clause 10 (h) and (i) of section I of this Award.

(f) Junior workers handling green skins shall be paid one shilling and sixpence (1s. 6d.) per day extra.

19.—Proportion of Junior Workers.

The number of junior workers shall not exceed the proportion of one (1) junior to every four (4) adult workers covered by this section of the Award.

20.—Changing Time.

The employer shall provide a suitable place and shall allow time for changing of clothes.

21.—Engagement.

All labour shall be employed as required by the employer.

22.—Duties of Junior Weekly Hands.

If any junior weekly hand is called upon to do any work other than the following, namely, marking, branding, working lift or hoist, cleaning up, sweeping, sewing up, handling skins, elementary classing or sorting, or any light work, he shall be paid the minimum adult rate.

The minimum adult rate shall be paid to any junior worker who is required to handle hides or wet painted skins.

23.—Protective Clothing.

The employer shall provide rubber boots and/or aprons, if required.

General Clauses Applicable to Sections I and II.

24.—Holidays and Annual Leave.

(a) (i) The following days, or the days observed in lieu shall subject to clauses 8 and 16 be allowed as holidays without deduction of pay, namely—New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day. Provided that another day may be taken as a holiday by arrangement between the parties, in lieu of any of the days named in the subclause.

(ii) Where Christmas Day or New Year's Day falls on a Saturday or a Sunday, such holiday shall be observed on the next succeeding Monday and where Boxing Day falls on a Sunday or a Monday such holiday shall be observed on the next succeeding Tuesday; in each such case the substituted day shall be deemed a holiday without deduction of pay in lieu of the day for which it is substituted.

(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 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 ($\frac{1}{6}$) of a week's pay at his ordinary rate of wage in respect of each completed month of continuous service.

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

(g) In the event of a worker being employed by an employer for portion only of a year, he shall only be entitled, subject to subclause (e) of this clause, to such leave on full pay as is proportionate to his length of service during that period with such employer and if such leave is not equal to the leave given to the other workers he shall not be entitled to work or pay whilst the other workers of such employer are on leave on full pay.

(h) (i) A worker who is justifiably dismissed for misconduct shall not be entitled to the benefit of the provisions of this clause.

(ii) In special circumstances and by mutual consent of the employer, the worker, and the Union concerned, annual leave may be taken in not more than two periods.

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

25.—Higher Duties.

A worker who is required to do work for which a higher rate is prescribed in this Award than that which he usually performs, shall be entitled to payment at the higher rate whilst so employed.

26.—Time and Wages Record.

The employer shall keep and enter up, or cause to be kept and entered up, a book containing—

- (a) the name of each worker to whom this Award applies;
- (b) the class of work performed by him;
- (c) the hours worked each day by him;
- (d) the wages (and overtime, if any) paid to him;
- (e) the ages of junior workers.

Such book shall be open to inspection by a representative of the Union between the working hours of 10 a.m. and 4 p.m.

27.—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.

28.—Pay Day.

Wages shall be paid on any one of the first five (5) days of the week: Provided that, when overtime is worked on pay day, workers shall be paid in time to enable them to leave their work by 5 p.m.

29.—Board of Reference.

The Court may appoint, for the purpose of this Award, a Board of Reference.

The Board shall consist of a chairman and two representatives, one to be nominated by each of the parties. There shall be assigned to the Board, in the event of no agreement being arrived at between the parties to this Award, the functions of—

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

An appeal shall lie from any decision of such Board in the manner and subject to the conditions prescribed in the regulations to the Industrial Arbitration Act, 1912-1961 which for the purpose are embodied in this Award.

30.—Sounding Device.

The employer shall provide a sounding device and all work shall start and finish with the sound emitted from such device.

31.—Travelling Time.

When a worker is required during his ordinary working hours to work outside his usual place of employment, or is transferred from one job to another, the employer shall provide the necessary means of transport or pay the worker any reasonable expenses incurred.

32.—Absence Through Sickness.

(a) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health at the rate of one-twelfth ($\frac{1}{12}$) of a week's pay for each completed month of service: Provided that subject to subclause (g) hereof payment for absence through such ill health shall be limited to one (1) week's pay in each calendar year.

(b) 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.

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

(d) A worker shall not be entitled to receive any wages from his employer for any time lost through any 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.

(e) 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.

(f) Sick leave shall accumulate from year to year so that any balance of the period specified in subclause (a) of this clause which has in any year not been allowed to any worker by his employer as paid sick leave may be claimed by the worker and, subject to the conditions hereinbefore prescribed, shall be allowed by his employer in any subsequent year without diminution of the sick leave prescribed in respect of that year. Provided that the sick leave which accumulates pursuant to this subclause shall be available to the worker for a period of two (2) years but not longer from the end of the year in which it accrues.

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

33.—Preference to Unionists.

(a) In this clause the term "Unionist" means a worker who is a financial member of the Industrial Union of Workers party to this Award.

(b) In engaging or dismissing labour preference of employment shall be given to unionists provided that such unionists are adequately experienced in the class of work to be performed and are otherwise competent to perform the work: Provided further that it shall be a defence on the part of an employer charged with engaging a worker other than a "Unionist" when a "Unionist" was available for such engagement, that the employer having made enquiries from the appropriate Union did not know that any "Unionist" competent to perform the class of work involved was available.

(c) Any worker whose application for membership of the Union has been refused shall have the right of appeal to the Industrial Registrar whose decision on such matter shall be final. Such worker who has exercised his right of appeal shall pending the decision of the Industrial Registrar have the same rights under this clause as a "Unionist."

(d) Subject to subclause (e) hereof workers who are not "Unionists" shall within seven (7) days of being supplied with the necessary application form for membership and a copy of this clause by an accredited representative of the applicant Union, apply in the prescribed manner for membership and if accepted as a member maintain financial membership whilst employed by a Respondent of this Award.

(e) Exemptions:

- (i) Any worker may apply in writing to the Industrial Registrar, Court of Arbitration, Perth, (whose decision shall be final) for exemption from this clause.
- (ii) An applicant for exemption shall detail in the application to the Industrial Registrar his reasons for desiring exemption, and such application shall only be valid and considered by the Industrial Registrar if it is forwarded by registered post within seven (7) days of the applicant's receipt of the application for membership as prescribed in subclause (d).
- (iii) The Industrial Registrar in the exercise of his discretion may grant exemption with such conditions as he deems desirable—

- (a) if the applicant is a financial member of any other registered industrial Union;

(b) if the worker objects on the grounds of conscientious religious belief to becoming a member of any industrial Union; and

(c) for any other reason which the Industrial Registrar deems sufficient.

(iv) A worker refused exemption by the Industrial Registrar shall within seven (7) days of the decision make application for membership of the applicant Union and if accepted as a member maintain financial membership whilst employed by a respondent to this Award.

(v) No employer shall, while to his knowledge adequately experienced unionists competent to perform the class of work required are available, retain in his employment any worker for a period of more than seven (7) days after being advised by the Union concerned that such worker has not complied with either subclause (d) of paragraph 4 or subclause (e) of this clause or for a period of more than seven (7) days after a conviction for a breach of this clause in reference to the employment of such worker or for a period of more than seven (7) days after the employer has been advised by the Union that the worker has not exercised his right of appeal under subclause (c) hereof following the rejection of his application for membership or having exercised such appeal has had such appeal rejected by the Industrial Registrar.

34.—Liberty to Apply.

Liberty is reserved to the applicant Union to apply to amend this Award for a clause relating to maximum weights.

35.—Long Service Leave.

(a) Right to Leave.

A worker shall as herein provided be entitled to leave with pay in respect of long service.

(b) Long Service.

(1) The Long service which shall entitle a worker to such leave shall, subject as herein provided, be continuous service with one and the same employer.

(2) Such service shall include service prior to the 1st April, 1958 if it continued until such time but only to the extent of the last 20 completed years of continuous service.

(3) (i) Where a business has, whether before or after the coming into operation hereof, been transmitted from an employer (herein called "the transmittor") to another employer (herein called "the transferee") and a worker who at the time of such transmission was an employee of the transmittor in that business becomes an employee of the transferee—the period of the continuous service which the worker has had with the transmittor (including any such service with any prior transmittor) shall be deemed to be service of the worker with the transferee.

(ii) In this subclause "transmission" includes transfer, conveyance, assignment or succession whether voluntary or by agreement or by operation of law and "transmitted" has a corresponding meaning.

(4) Such service shall include—

- (a) any period of absence from duty on any annual leave or long service leave;
- (b) any period of absence from duty necessitated by sickness of or injury to the worker but only to the extent of fifteen working days in any year of his employment.
- (c) any period following any termination of the employment by the employer if such termination has been made merely with the intention of avoiding obligations hereunder in respect of long service leave or obligations under any award in respect of annual leave;

(d) any period during which the service of the worker was or is interrupted by service—

- (i) as a member of the Naval, Military or Air Forces of the Commonwealth of Australia other than as a member of the British Commonwealth Occupation Forces in Japan and other than as a member of the Permanent Forces of the Commonwealth of Australia except in the circumstances referred to in section 31 (2) of the Defence Act, 1903-1956, and except in Korea or Malaya after June 26, 1950;
- (ii) as a member of the Civil Construction Corps established under the National Security Act, 1939-1946;
- (iii) in any of the Armed Forces under the National Service Act, 1951 (as amended).

Provided that the worker as soon as reasonably practicable on the completion of any such service resumed or resumes employment with the employer by whom he was employed immediately before the commencement of such service.

(5) Service shall be deemed to be continuous notwithstanding—

- (a) the transmission of a business as referred to in paragraph (3) hereof;
- (b) any interruption of a class referred to in paragraph (4) hereof irrespective of the duration thereof;
- (c) any absence from duty authorised by the employer;
- (d) any standing-down of a worker in accordance with the provisions of an Award, Industrial Agreement, Order or Determination under either Commonwealth or State law;
- (e) any absence from duty arising directly or indirectly from an industrial dispute if the worker returns to work in accordance with the terms of settlement of the dispute;
- (f) any termination of the employment by the employer on any ground other than slackness of trade if the worker be re-employed by the same employer within a period not exceeding two months from the date of such termination;
- (g) any termination of the employment by the employer on the ground of slackness of trade if the worker is re-employed by the same employer within a period not exceeding six months from the date of such termination;
- (h) any reasonable absence of the worker on legitimate union business in respect of which he has requested and been refused leave;
- (i) any absence from duty after the coming into operation of this clause by reason of any cause not specified in this clause unless the employer, during the absence or within fourteen days of the termination of the absence notifies the worker in writing that such absence will be regarded as having broken the continuity of service, which notice may be given by delivery to the worker personally or by posting it by registered mail to his last recorded address, in which case it shall be deemed to have reached him in due course of post.

Provided that the period of any absence from duty or the period of any interruption referred to in placita (c) to (i) inclusive of this paragraph shall not (except as set out in paragraph (4) hereof) count as service.

(c) Period of Leave.

(1) The leave to which a worker shall be entitled or deemed to be entitled shall be as provided in this subclause.

(2) Where a worker has completed at least 20 years' service the amount of leave shall be—

- (a) in respect of 20 years' service so completed—13 weeks' leave;
- (b) in respect of each 10 years' service completed after such 20 years—six and a half weeks' leave.

(3) Where a worker has completed at least 15 years' service since its commencement and his employment is terminated—

- (a) by his death;
 - (b) in any circumstances otherwise than by the employer for serious misconduct;
- the amount of leave shall be—

- (i) if such determination takes place before the worker has become entitled to leave under placitum (a) of paragraph (2) hereof such proportion of 13 weeks' leave as the number of completed years of such service bears to 20 years;
- (ii) if such termination takes place after the worker has become entitled to leave under placitum (a) of paragraph (2) hereof the leave due under such placitum and in addition such proportion of 13 weeks' leave as the number of completed years of such service after the accrual of such entitlement bears to 20 years.

(4) Where a worker has completed at least 10 years' service but less than 15 years' service since its commencement and his employment is terminated—

- (i) by his death; or
- (ii) by the employer for any reason other than serious misconduct; or
- (iii) by the worker on account of sickness or injury to the worker or domestic or other pressing necessity where such sickness or injury or necessity is of such a nature as to justify or in the event of a dispute is in the opinion of the Special Board of Reference, of such a nature as to justify such termination;

the amount of leave shall be such proportion of 13 weeks' leave as the number of completed years of such service bears to 20 years.

(5) In the cases to which paragraphs (3) and (4) hereof apply the worker shall be deemed to have been entitled to and to have commenced leave immediately prior to such termination.

(d) Payment for Period of Leave.

(1) A worker shall subject to paragraph (3) hereof, be entitled to be paid for each week of leave to which he has become entitled or is deemed to have become entitled the ordinary time rate of pay applicable to him at the date he commences such leave.

(2) Such ordinary time rate of pay shall be the rate applicable to him for the standard weekly hours which are prescribed by this award, but in the case of casuals and part-time workers shall be the ordinary time rate for the number of hours usually worked up to but not exceeding the prescribed standard.

(3) Where by agreement between the employer and the worker the commencement of the leave to which the worker is entitled or any portion thereof is postponed to meet the convenience of the worker, the rate of payment for such leave shall be at the ordinary time rate of pay applicable to him at the date of accrual, or, if so agreed, at the ordinary time rate of pay applicable at the date he commences such leave.

(4) The ordinary time rate of pay—

- (a) shall include any deductions from wages for board and/or lodging or the like which is not provided and taken during the period of leave;
- (b) shall not include shift premiums, overtime, penalty rates, commissions, bonuses, allowances or the like.

(5) In the case of workers employed on piece or bonus work or any other system of payment by results payment shall be at ordinary time rates.

(e) Taking Leave.

(1) In a case to which paragraph (2) of subclause (c) applies:—

- (a) Leave shall be granted and taken as soon as reasonably practicable after the right thereto accrues due or at such time or times as may be agreed between the employer and the worker or in the absence of such agreement at such time or times as may be determined by the Special Board of Reference, having regard to the needs of the employer's establishment and the worker's circumstances.
- (b) Except where the time for taking leave is agreed to by the employer and the worker or determined by the Special Board of Reference the employer shall give to a worker at least one month's notice of the date from which his leave is to be taken.
- (c) Leave may be granted and taken in one continuous period or if the employer and the worker so agree in not more than three separate periods in respect of the first 13 weeks' entitlement and in not more than two separate periods in respect of any subsequent period of entitlement.
- (d) Any leave shall be inclusive of any public holidays specified in this award occurring during the period when the leave is taken but shall not be inclusive of any annual leave.
- (e) Payment shall be made in one of the following ways:—
 - (i) in full before the worker goes on leave;
 - (ii) at the same time as his wages would have been paid to him if the worker had remained at work, in which case payment shall, if the worker in writing so requires, be made by cheque posted to an address specified by the worker; or
 - (iii) in any other way agreed between the employer and the worker.
- (f) No worker shall, during any period when he is on leave, engage in any employment for hire or reward in substitution for the employment from which he is on leave, and if a worker breaches this provision he shall thereupon forfeit his right to leave hereunder in respect of the unexpired period of leave upon which he has entered, and the employer shall be entitled to withhold any further payment in respect of the period and to reclaim any payments already made on account of such period of leave.

(2) In a case to which paragraph (3) or paragraph (4) of subclause (c) applies and in any case in which the employment of the worker who has become entitled to leave hereunder is terminated before such leave is taken or fully taken the employer shall, upon termination of his employment otherwise than by death pay to the worker, and upon termination of employment by death pay to the personal representative of the worker upon request by the personal representative, a sum equivalent to the amount which would have been payable in respect of the period of leave to which he is entitled or deemed to have been entitled and which would have been taken but for such termination. Such payment shall be deemed to have satisfied the obligation of the employer in respect of leave hereunder.

(f) Granting Leave in Advance and Benefits to be brought into Account.

(1) Any employer may by agreement with a worker allow leave to such a worker before the right thereto has accrued due, but where leave is taken in such case the worker shall not become

entitled to any further leave hereunder in respect of any period until after the expiration of the period in respect of which such leave had been taken before it accrued due.

(2) Where leave has been granted to a worker pursuant to the preceding paragraph before the right thereto has accrued due, and the employment subsequently is terminated, the employer may deduct from whatever remuneration is payable upon the termination of the employment a proportionate amount on the basis of 13 weeks for twenty years' service in respect of any period for which the worker has been granted long service leave to which he was not at the date of termination of his employment or prior thereto entitled.

(3) Any leave in the nature of long service leave or payment in lieu thereof under a State law or a long service leave scheme not under the provisions hereof granted to a worker by his employer in respect of any period of service with the employer shall be taken into account whether the same is granted before or after the coming into operation hereof and shall be deemed to have been leave taken and granted hereunder in the case of leave with pay to the extent of the period of such leave and in the case of payment in lieu thereof to the extent of a period of leave with pay equivalent to the amount of the payment and to be satisfaction to the extent thereof of the entitlement of the worker hereunder.

(g) Records to be Kept.

(1) Each employer shall during the employment and for a period of 12 months thereafter, or in the case of termination by death of the worker a period of three years thereafter, keep a record from which can be readily ascertained the name of each worker, and his occupation, the date of the commencement of his employment and his entitlement to long service leave and any leave which may have been granted to him or in respect of which payment may have been made hereunder.

(2) Such record shall be open for inspection in the manner and circumstances prescribed by this award with respect to the time and wages record.

(h) Special Board of Reference.

(1) There shall be constituted a Special Board of Reference for the purpose hereof to which all disputes and matters arising hereunder shall be referred and the Board shall determine all such disputes and matters.

(2) There shall be assigned to such Board the functions of—

- (a) the settlement of disputes on any matters arising hereunder;
- (b) the determination of such matters as are specifically assigned to it hereunder.

(3) The Board of Reference shall consist of one representative or substitute therefor nominated from time to time by the Western Australian Employers' Federation (Incorporated) and one representative or substitute nominated from time to time by the West Australian Trade Unions Industrial Council (A.L.P.) together with a chairman to be mutually agreed upon by the organisations named in this paragraph.

(i) State Law.

(1) The provisions of any State Law to the extent to which they have before the coming into operation hereof conferred an accrued right on a worker to be granted a period of long service leave in respect of a completed period of 20 or more years' service or employment or an accrued right on a worker or his personal representative to payment in respect of long service leave shall not be affected hereby and shall not be deemed to be inconsistent with the provisions hereof.

(2) The entitlement of any such worker to leave in respect of a period of service with the employer completed after the period in respect of which the long service leave referred to in paragraph (1) hereof accrued due shall be in accordance herewith.

(3) Subject to paragraphs (1) and (2) hereof, the entitlement to leave hereunder shall be in substitution for any satisfaction of any long service leave to which the worker may be entitled in respect of employment of the worker by the employer.

(4) An employer who under any State Law with regard to long service leave is exempted from the provisions of that law as at the first day of April, 1958, shall in respect of the workers covered by such exemption be exempt from the provisions hereof.

(j) Exemptions.

The Special Board of Reference may subject to such conditions as it things fit exempt any employer from the provisions hereof in respect of its employees where there is an existing or prospective long service leave scheme which, in its opinion is, viewed as a whole, more favourable for the whole of the employees of that employer than the provisions hereof.

(k) Liberty to Apply.

Liberty is granted to any party to this Award to apply to the Court at any time for an appropriate variation of this clause if any of the terms and conditions operating under the code of Long Service Leave being negotiated between the Australian Council of Trade Unions and Federal Employers' Organisations is varied in any way.

I certify pursuant to section 65 of the Industrial Arbitration Act, 1912-1961, that the foregoing is a copy of the agreement arrived at between the parties mentioned above.

Dated at Perth this 23rd day of November, 1962.

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

Filed at my office this 23rd day of November, 1962.

(Sgd.) G. MELLOWSHIP,
Clerk of Court of Arbitration.

Schedule "A"—Respondents.

Albany Woolstores Pty. Ltd.
Anchorage Butchers Pty. Ltd.
F. R. Blakiston Pty. Ltd.
Dalgety and New Zealand Loan Ltd.
Elder Smith & Co. Ltd.
I. Goldsvaig & Co. Pty. Ltd.
Robert Jowitt & Sons Ltd.
Joyce & Watkins.
P.A.R. Pty. Ltd.
Prevost & Co. Pty. Ltd.
West Australian Woolgrowers Voluntary Co-operative Ltd.
Westralian Farmers Co-operative Ltd.
West Wools Pty. Ltd.
Wilcox Mofflin Ltd.
Woolsorters Pty. Ltd.

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 35 of 1962.

Between Westralian Plywoods Pty. Ltd. and Hearn Stead Panels Pty. Ltd., Applicants, and The Federated Engine Drivers and Firemen's Union of Workers of Western Australia, 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 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, there-

fore, the Conciliation Commissioner, pursuant to section 65 of the Industrial Arbitration Act, 1912-1961 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 Engine Drivers' (Plywood) Award.

2.—Arrangement.

1. Title.
2. Arrangement.
3. Scope.
4. Area.
5. Term.
6. Contract of Service.
7. Casual Workers.
8. Hours.
9. Overtime.
10. Shift Work.
11. Wages.
12. Holidays and Annual Leave.
13. Absence Through Sickness.
14. Breakdowns.
15. Higher Duties.
16. Time and Wages Book.
17. Board of Reference.
18. No Reduction.
19. Maximum Rate.
20. Aged and Infirm Workers.
21. Liberty to Apply.
22. Long Service Leave.

3.—Scope.

This Award shall apply to those workers employed by the respondents in the classifications set out in clause 11 hereof.

4.—Area.

This Award shall have effect over the area comprised within a radius of fifteen (15) miles from the G.P.O. Perth.

5.—Term.

The term of this Award shall be for a period of one (1) year from the beginning of the first pay period commencing after the date hereof.

6.—Contract of Service.

(a) Except in the case of casual workers, the contract of service shall be by the day and shall be terminable by one day's notice given on either side on any day. If the employer or a worker fails to give the required notice, one (1) day's wages shall be paid or forfeited.

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

7.—Casual Workers.

Any worker dismissed through no fault of his own before the expiration of one (1) week of his employment shall be considered casual and shall receive ten per cent. (10%) above the rate specified for the work performed.

8.—Hours.

(a) Other Than Continuous Shift Workers.—The ordinary working hours shall be worked between Monday and Friday inclusive and shall not exceed forty (40) hours in any one week or eight (8) hours in any one day and except in the case of shift workers shall be worked between the hours of 7 a.m. and 5.30 p.m.

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

(c) Continuous Shift Workers.—Forty hours shall constitute a week's work to be worked in five (5) shifts of eight (8) hours each.

(d) In all cases of reckoning time of duty, all time necessarily occupied in raising steam, in starting up, or closing down engines, or in banking fires, shall be included.

9.—Overtime.

(a) For all work done beyond the ordinary hours of duty on any week day other than a holiday, payment shall be at the rate of time and a half for the first four (4) hours and double time thereafter.

(b) Overtime on shift work shall be based on the rate payable for shift work.

(c) Work done on Sundays and the prescribed holidays under clause 12 by other than continuous shift workers during the ordinary hours of duty shall be paid at the rate of double time except in connection with repairs to the employers' machinery which has broken down and has caused a stoppage of operations, when the rate of time and a half shall apply to work done on such days.

(d) Call Back.—When a worker is recalled to work after leaving the premises, he shall be paid at least three (3) hours at overtime rates.

(e) When a worker, without being notified on the previous day, is required to continue working after the usual knock-off time for more than two (2) hours, he shall be provided with any meal required, or shall be paid five shillings (5s.) in lieu thereof, provided that such payment need not be made to a worker living in the same locality as his place of employment who can reasonably return home for a meal.

(f) Overtime rates shall not apply to excess time due to private arrangement between the workers themselves or to excess time 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 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 of the time worked.

(g) Notwithstanding anything contained in this Award—

- (i) an employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement;
- (ii) no organisation party to this Award, or worker or workers covered by this Award shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation or restriction upon the working of overtime in accordance with the requirements of this subclause.

10.—Shift Work.

(a) A worker employed on any shift other than day shift shall be paid for afternoon shift five per cent. (5%) and for night shift ten per cent. (10%) in addition to his ordinary rate. These rates shall be replaced by those specified in subclause (c) hereof where work is performed during the ordinary working hours of Saturdays, Sundays and holidays.

(b) Where a worker works afternoon or night shift only, or afternoon and night shifts in rotation but does not work day shift for at least five shifts out of 15 shifts he shall be paid for each shift other than day shift at the rate of time and a quarter.

(c) All work performed during the ordinary hours on Saturdays, Sundays and Holidays shall be paid for at the rate of time and a half.

(d) Where a shift commences at or after 11 p.m., then the whole shift shall be paid for at the rate which applies to the major portion of the shift.

11.—Wages.

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

	Per Week	£	s.	d.
(a) Basic Wage	14	18	9	
	Margin			
	Per Week			
	Over			
	Basic Wage			
	£	s.	d.	
(b) Adults:				
(i) Stationary Engine Driver whose work requires a first or second class certificate	2	17	6	
(ii) Stationary Engine Driver whose work requires a third class certificate	2	5	0	
(iii) Driver of Mobile Crane up to 5-ton capacity	3	6	0	
(iv) Driver of Special Crane—Westralian Plywood	4	3	0	
(v) Fireman attending one boiler	1	16	0	
(vi) Fireman attending two or more boilers	2	9	6	
(vii) Driver of Overhead Traverser Crane	1	15	0	

(c) Workers engaged inside gas or water spaces of any boiler or flue in cleaning, scraping work shall be paid ninepence (9d.) per hour extra whilst so engaged.

12.—Holidays and Annual Leave.

(a) (i) The following days, or the days observed in lieu shall subject to subclause (ii) hereof, be allowed as holidays without deduction of pay, namely—New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day. Provided that another day may be taken as a holiday by arrangement between the parties in lieu of any of the days named in the subclause.

(ii) Where Christmas Day or New Year's day falls on a Saturday or a Sunday, such holiday shall be observed on the next succeeding Monday and where Boxing Day falls on a Sunday or a Monday such holiday shall be observed on the next succeeding Tuesday; in each such case the substituted day shall be deemed a holiday without deduction of pay in lieu of the day for which it is substituted.

(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 months' continuous service with such employer.

(d) Seven day shift workers, that is shift workers who are rostered to work regularly on Sundays and holidays, shall be allowed one (1) week's leave in addition to the leave prescribed in subclause (c) hereof. Where a worker with twelve months' continuous service is engaged for part of a qualifying period of twelve months as a seven day shift worker, he shall be entitled to have the period of two consecutive weeks' Annual Leave prescribed in subclause (c) hereof increased by one-twelfth (1/12th) of a week for each month he is continuously engaged as aforesaid.

(e) 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.

(f) If after one month's continuous service in any qualifying twelve-monthly period a worker 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, or in the case of a worker referred to in subclause (d) hereof, such payment shall be one quarter ($\frac{1}{4}$) of a week's pay at his ordinary rate of wage in respect of each such month he is so engaged.

(g) 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.

(h) 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 (f) 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.

(i) A worker who is justifiably dismissed for misconduct shall not be entitled to the benefit of the provisions of this clause.

(j) In special circumstances and by mutual consent of the employer, the worker and the Union concerned, annual leave may be taken in not more than two periods.

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

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, subject to subclause (g) hereof, payment for absence through such illness shall be limited to one (1) week in each calendar year.

(b) 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.

(c) This clause shall not apply when the worker is entitled to Compensation under the Workers' Compensation Act.

(d) 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.

(e) 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.

(f) Notwithstanding the provisions of subclause (e) hereof a worker who, in any calendar year has already been allowed paid sick leave, shall not be entitled to payment for any further absence, unless he produces to the employer a medical certificate stating that he was unable to attend for duty on account of personal ill-health.

(g) Sick leave shall accumulate from year to year so that any balance of the period specified in subclause (a) of this clause which has not been allowed in any year to any worker by his employer as paid sick leave, may be claimed by the worker and, subject to the conditions hereinbefore prescribed, shall be allowed by his employer in any subsequent year without diminution of the sick leave prescribed in respect of that year. Provided that sick leave which accumulates pursuant to this subclause shall be available to the worker for a period of two (2) years but no longer from the end of the year in which it accrues.

(h) 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 payment under this clause.

14.—Breakdowns.

The employer shall be entitled to deduct payment for any day or portion of a day upon which the worker cannot be usefully employed, because of any strike by the Union or Unions affiliated with it, or by any other Association or Union, or through the breakdown of the employer's machinery, or a shortage of logs or any stoppage of work by any cause which the employer cannot reasonably prevent.

15.—Higher Duties.

A worker engaged for more than half of one 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 of one day or shift, he shall be paid the higher rate for the time so worked.

16.—Time and Wages Book.

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 employer during working hours, upon reasonable notice being given of the desire to inspect same and he shall be permitted to take extracts therefrom.

17.—Board of Reference.

(a) A Board of Reference is hereby appointed for the purpose of this Award, 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. There are assigned to such Board, in the event of no agreement being arrived at between the parties to the Award, the functions of—

(i) adjusting any matters of difference which may arise between the parties from time to time, except such as involve interpretation of the provisions of the Award or any of them;

(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 Regulations to the Industrial Arbitration Act, 1912-1961, which for this purpose are embodied in this Award.

18.—No Reduction.

Nothing in this Award shall in itself operate to reduce the wages of any worker below the rate actually received by him at the date hereof.

19.—Maximum Rate.

Notwithstanding anything contained elsewhere in this Award, no time of duty shall be required to be paid for at more than double time rate.

20.—Aged and Infirm Workers.

(a) Any worker who, by reason of old age or infirmity, is unable to earn the minimum wage, may be paid such lesser wages 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.—Liberty to Apply.

Liberty to any party to this Award to apply at any time is granted in respect to clause 11, (b), (iv).

22.—Long Service Leave.

(a) Right to Leave.

A worker shall as herein provided be entitled to leave with pay in respect of long service.

(b) Long Service.

(1) The long service which shall entitle a worker to such leave shall, subject as herein provided, be continuous service with one and the same employer.

(2) Such service shall include service prior to the 24th December, 1958 if it continued until such time but only to the extent of the last 20 completed years of continuous service.

(3) (i) Where a business has, whether before or after the 24th December, 1958, been transmitted from an employer (herein called "the transmitter") to another employer (herein called "the transferee") and a worker who at the time of such transmission was an employee of the transmitter in that business becomes an employee of the transferee—the period of the continuous service which the worker has had with the transmitter (including any such service with any prior transmitter) shall be deemed to be service of the worker with the transferee.

(ii) In this subclause "transmission" includes transfer, conveyance, assignment or succession whether voluntary or by agreement or by operation of law and "transmitted" has a corresponding meaning.

(4) Such service shall include—

- (a) any period of absence from duty on any annual leave or long service leave;
- (b) any period of absence from duty necessitated by sickness or injury to the worker but only to the extent of fifteen working days in any year of his employment;

- (c) any period following any termination of the employment by the employer if such termination has been made merely with the intention of avoiding obligations hereunder in respect of long service leave or obligations under any award in respect of annual leave;

- (d) any period during which the service of the worker was or is interrupted by service—

- (i) as a member of the Naval, Military or Air Forces of the Commonwealth of Australia other than as a member of the British Commonwealth Occupation Forces in Japan and other than as a member of the Permanent Forces of the Commonwealth of Australia except in the circumstances referred to in section 31 (2) of the Defence Act, 1903-1956, and except in Korea or Malaya after June, 26, 1950;

- (ii) as a member of the Civil Construction Corps established under the National Security Act, 1939-1946;

- (iii) in any of the Armed Forces under the National Service Act, 1951 (as amended).

Provided that the worker as soon as reasonably practicable on the completion of any such service resumed or resumes employment with the employer by whom he was employed immediately before the commencement of such service.

(5) Service shall be deemed to be continuous notwithstanding—

- (a) the transmission of a business as referred to in paragraph (3) hereof;
- (b) any interruption of a class referred to in paragraph (4) hereof irrespective of the duration thereof;
- (c) any absence from duty authorised by the employer;
- (d) any standing-down of a worker in accordance with the provisions of an Award, Industrial Agreement, Order or Determination under either Commonwealth or State law;

- (e) any absence from duty arising directly or indirectly from an industrial dispute if the worker returns to work in accordance with the terms of settlement of the dispute;

- (f) any termination of the employment by the employer on any ground other than slackness of trade if the worker be re-employed by the same employer within a period not exceeding two months from the date of such termination;

- (g) any termination of the employment by the employer on the ground of slackness of trade if the worker is re-employed by the same employer within a period not exceeding six months from the date of such termination;

- (h) any reasonable absence of the worker on legitimate union business in respect of which he has requested and been refused leave;

- (i) any absence from duty after the coming into operation of this clause by reason of any cause not specified in this clause unless the employer, during the absence or within fourteen days of the termination of the absence notifies the worker in writing that such absence will be regarded as having broken the continuity of service, which notice may be given by delivery to the worker personally or by posting it by registered mail to his last recorded address, in which case it shall be deemed to have reached him in due course of post.

Provided that the period of any absence from duty or the period of any interruption referred to in placita (c) to (i) inclusive of this paragraph shall not (except as set out in paragraph (4) hereof) count as service.

(c) Period of Leave.

(1) The leave to which a worker shall be entitled or deemed to be entitled shall be as provided in this subclause.

(2) Where a worker has completed at least 20 years' service the amount of leave shall be—

- (a) in respect of 20 years' service so completed—13 weeks' leave;

- (b) in respect of each 10 years' service completed after such 20 years—six and a half weeks' leave.

(3) Where a worker has completed at least 15 years' service since its commencement and his employment is terminated—

- (a) by his death;
- (b) in any circumstances otherwise than by the employer for serious misconduct;

the amount of leave shall be—

- (i) if such determination takes place before the worker has become entitled to leave under placitum (a) of paragraph (2) hereof such proportion of 13 weeks' leave as the number of completed years of such service bears to 20 years;

- (ii) if such termination takes place after the worker has become entitled to leave under placitum (a) of paragraph (2) hereof the leave due under such placitum and in addition such proportion of 13 weeks' leave as the number of completed years of such service after the accrual of such entitlement bears to 20 years.

(4) Where a worker has completed at least 10 years' service but less than 15 years' service since its commencement and his employment is terminated—

- (i) by his death; or
- (ii) by the employer for any reason other than serious misconduct; or

- (iii) by the worker on account of sickness or injury to the worker or domestic or other pressing necessity where such sickness or injury or necessity is of such a nature as to justify or in the event of a dispute is in the opinion of the Special Board of Reference, of such a nature as to justify such termination;

the amount of leave shall be such proportion of 13 weeks' leave as the number of completed years of such service bears to 20 years.

(5) In the cases to which paragraphs (3) and (4) hereof apply the worker shall be deemed to have been entitled to and to have commenced leave immediately prior to such termination.

(d) Payment for Period of Leave.

(1) A worker shall subject to paragraph (3) hereof, be entitled to be paid for each week of leave to which he has become entitled or is deemed to have become entitled the ordinary time rate of pay applicable to him at the date he commences such leave;

(2) Such ordinary time rate of pay shall be the rate applicable to him for the standard weekly hours which are prescribed by this award, but in the case of casuals and part-time workers shall be the ordinary time rate for the number of hours usually worked up to but not exceeding the prescribed standard;

(3) Where by agreement between the employer and the worker the commencement of the leave to which the worker is entitled or any portion thereof is postponed to meet the convenience of the worker, the rate of payment for such leave shall be at the ordinary time rate of pay applicable to him at the date of accrual, or, if so agreed, at the ordinary time rate of pay applicable at the date he commences such leave.

(4) The ordinary time rate of pay—

(a) shall include any deductions from wages for board and/or lodging or the like which is not provided and taken during the period of leave;

(b) shall not include shift premiums, overtime, penalty rates, commissions, bonuses, allowances or the like.

(5) In the case of workers employed on piece or bonus work or any other system of payment by results payment shall be at ordinary time rates.

(e) Taking Leave.

(1) In a case to which paragraph (2) of subclause (c) applies:—

(a) Leave shall be granted and taken as soon as reasonably practicable after the right thereto accrues due or at such time or times as may be agreed between the employer and the worker or in the absence of such agreement at such time or times as may be determined by the Special Board of Reference, having regard to the needs of the employer's establishment and the worker's circumstances.

(b) Except where the time for taking leave is agreed to by the employer and the worker or determined by the Special Board of Reference the employer shall give to a worker at least one month's notice of the date from which his leave is to be taken.

(c) Leave may be granted and taken in one continuous period or if the employer and the worker so agree in not more than three separate periods in respect of the first 13 weeks' entitlement and in not more than two separate periods in respect of any subsequent period of entitlement.

(d) Any leave shall be inclusive of any public holidays specified in this award occurring during the period when the leave is taken but shall not be inclusive of any annual leave.

(e) Payment shall be made in one of the following ways:—

(i) In full before the worker goes on leave;

(ii) at the same time as his wages would have been paid to him if the worker had remained at work, in which case payment shall, if the worker in writing so requires, be made by cheque posted to an address specified by the worker; or

(iii) in any other way agreed between the employer and the worker.

(f) No worker shall, during any period when he is on leave, engage in any employment for hire or reward in substitution for the employment from which he is on leave, and if a worker breaches this provision he shall thereupon forfeit his right to leave hereunder in respect of the unexpired period of leave upon which he has entered, and the employer shall be entitled to withhold any further payment in respect of the period and to reclaim any payments already made on account of such period of leave.

(2) In a case to which paragraph (3) or paragraph (4) of subclause (c) applies and in any case in which the employment of the worker who has become entitled to leave hereunder is terminated before such leave is taken or fully taken the employer shall, upon termination of his employment otherwise than by death pay to the worker, and upon termination of employment by death pay to the personal representative of the worker upon request by the personal representative, a sum equivalent to the amount which would have been payable in respect of the period of leave to which he is entitled or deemed to have been entitled and which would have been taken but for such termination. Such payment shall be deemed to have satisfied the obligation of the employer in respect of leave hereunder.

(f) Granting Leave in Advance and Benefits to be Brought into Account.

(1) Any employer may by agreement with a worker allow leave to such a worker before the right thereto has accrued due, but where leave is taken in such case the worker shall not become entitled to any further leave hereunder in respect of any period until after the expiration of the period in respect of which such leave had been taken before it accrued due.

(2) Where leave has been granted to a worker pursuant to the preceding paragraph before the right thereto has accrued due, and the employment subsequently is terminated, the employer may deduct from whatever remuneration is payable upon the termination of the employment a proportionate amount on the basis of 13 weeks for twenty years' service in respect of any period for which the worker has been granted long service leave to which he was not at the date of termination of his employment or prior thereto entitled.

(3) Any leave in the nature of long service leave or payment in lieu thereof under a State law or a long service leave scheme not under the provisions hereof granted to a worker by his employer in respect of any period of service with the employer shall be taken into account whether the same is granted before or after the coming into operation hereof and shall be deemed to have been leave taken and granted hereunder in the case of leave with pay to the extent of the period of such leave and in the case of payment in lieu thereof to the extent of a period of leave with pay equivalent to the amount of the payment and to be satisfaction to the extent thereof of the entitlement of the worker hereunder.

(g) Records to be Kept.

(1) Each employer shall during the employment and for a period of 12 months thereafter, or in the case of termination by death of the worker a period of three years thereafter, keep a record from which can be readily ascertained the name of each worker, and his occupation, the date of the commencement of his employment and his entitlement to long service leave and any leave which may have been granted to him or in respect of which payment may have been made hereunder.

(2) Such record shall be open for inspection in the manner and circumstances prescribed by this award with respect to the time and wages record.

(h) Special Board of Reference.

(1) There shall be constituted a Special Board of Reference for the purpose hereof to which all disputes and matters arising hereunder shall be referred and the Board shall determine all such disputes and matters.

(2) There shall be assigned to such Board the functions of—

- (a) the settlement of disputes on any matters arising hereunder;
- (b) the determination of such matters as are specifically assigned to it hereunder.

(3) The Board of Reference shall consist of one representative or substitute therefor nominated from time to time by the Western Australian Employers' Federation (Incorporated) and one representative or substitute nominated from time to time by the West Australian Trade Unions Industrial Council (A.L.P.) together with a chairman to be mutually agreed upon by the organisations named in this paragraph.

(i) State Law.

(1) The provisions of any State Law to the extent to which they have before the coming into operation hereof conferred an accrued right on a worker to be granted a period of long service leave in respect of a completed period of 20 or more years' service or employment or an accrued right on a worker or his personal representative to payment in respect of long service leave shall not be affected hereby and shall not be deemed to be inconsistent with the provisions hereof.

(2) The entitlement of any such worker to leave in respect of a period of service with the employer completed after the period in respect of which the long service leave referred to in paragraph (1) hereof accrued due shall be in accordance herewith.

(3) Subject to paragraphs (1) and (2) hereof, the entitlement to leave hereunder shall be in substitution for any satisfaction of any long service leave to which the worker may be entitled in respect of employment of the worker by the employer.

(4) An employer who under any State Law with regard to long service leave is exempted from the provisions of that law as at the 24th day of December, 1958, shall in respect of the workers covered by such exemption be exempt from the provisions hereof.

(j) Exemptions.

The Special Board of Reference may subject to such conditions as it thinks fit exempt any employer from the provisions hereof in respect of its employees where there is an existing or prospective long service leave scheme which, in its opinion is, viewed as a whole, more favourable for the whole of the employees of that employer than the provisions hereof.

(k) Liberty to Apply.

Liberty is granted to any party to this Award to apply to the Court at any time for an appropriate variation of this clause if any of the terms and conditions operating under the code of Long Service Leave being negotiated between the Australian Council of Trade Unions and Federal Employers' Organisations is varied in any way.

I certify pursuant to Section 65 of the Industrial Arbitration Act, 1912-1961, that the foregoing is a copy of the agreement arrived at between the parties mentioned above.

Dated at Perth this 23rd day of November, 1962.

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

Filed at my office this 23rd day of November, 1962.

(Sgd.) G. MELLOWSHIP,
Clerk of the Court.

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 340 of 1962.

Between Federated Miscellaneous Workers' Union of Australia, West Australian Branch, Union of Workers, Applicant, and Hayes Bros. Pty. Ltd. and others, Respondents.

HAVING heard Mr. C. Ford on behalf of the applicant and Mr. D. L. T. Hosking on behalf of the respondents, and by consent, the Court in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1961, doth hereby order and declare—

That the "Marine Stores Award" No. 13 of 1958, as amended, be and the same is hereby further amended in the terms of the attached schedule.

Dated at Perth this 16th day of November, 1962.

By the Court,
[L.S.] (Sgd.) R. V. NEVILLE,
President.

Schedule.

1. Clause 2—Arrangement.—Add a new Item 21 as follows:—

21.—Preference.

2. After Clause 20 add a new Clause 21, as follows:—

21.—Preference.

(a) In this clause the term "Unionist" means a worker who is a financial member of the industrial union of workers party to this Award.

(b) In engaging or dismissing labour preference of employment shall be given to unionists provided that such unionists are adequately experienced in the class of work to be performed and are otherwise competent to perform the work; provided further that it shall be a defence on the part of an employer charged with engaging a worker other than a "unionist" when a "unionist" was available for such engagement, that the employer having made inquiries from the appropriate Union did not know that any "unionist" competent to perform the class of work involved was available.

(c) Any worker whose application for membership of the Union has been refused shall have the right of appeal to the Industrial Registrar whose decision on such matter shall be final. Such worker who has exercised his right of appeal shall pending the decision of the Industrial Registrar have the same rights under this clause as a "unionist".

(d) Subject to subclause (e) hereof workers who are not "unionists" shall within seven days of being supplied with the necessary application form for membership and a copy of this clause by an accredited representative of the applicant Union, apply in the prescribed manner for membership and if accepted as a member maintain financial membership whilst employed by a respondent to this Award. Workers who are unfinancial or financial members of the Union of Workers party to this Award, shall become and/or maintain financial membership whilst employed by any respondent to this Award.

(e) Exemptions:

(i) Any worker may apply in writing to the Industrial Registrar, Court of Arbitration, Perth, (whose decision shall be final) for exemption from this clause.

(ii) An applicant for exemption shall detail in the application to the Industrial Registrar his reasons for desiring exemption, and such application shall only be valid and considered by the

Industrial Registrar if it is forwarded by registered post within seven days of the applicant's receipt of the application for membership as prescribed in subclause (d).

(iii) The Industrial Registrar in the exercise of his discretion may grant exemption with such conditions as he deems desirable:—

(a) If the applicant is a financial member of any other registered industrial union.

(b) If the employee objects on the grounds of conscientious religious belief to becoming a member of any industrial union—and

(c) For any other reason which the Industrial Registrar deems sufficient.

(iv) A worker refused exemption by the Industrial Registrar shall within seven days of the decision make application for membership of the applicant Union and if accepted as a member maintain financial membership whilst employed by a respondent to this Award.

(v) No employer shall, while to his knowledge adequately experienced unionists competent to perform the class of work required are available, retain in his employment any worker for a period of more than seven days after being advised by the Union concerned that such worker has not complied with either subclause (d) or paragraph 4 of subclause (e) of this clause or for a period of more than seven days after a conviction for a breach of this clause in reference to the employment of such worker.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 323 of 1962.

Between Wyndham Freezing, Canning and Meat Export Works, Applicant, and West Australian Branch Australasian Meat Industry Employees' Union, Industrial Union of Workers, Perth and others, Respondents.

HAVING heard Mr. L. E. Boylen on behalf of the applicant and Mr. D. E. Maguire on behalf of the respondents, the Court in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1961, doth hereby order and declare—

That the "Wyndham Meat Works Award" No. 10 of 1946 as amended and consolidated be and the same is hereby further amended in the terms of the attached schedule.

Dated at Perth this 9th day of November, 1962.

By the Court,
[L.S.] (Sgd.) R. V. NEVILLE,
President.

Schedule.

1. Clause 2—Arrangement.—Add after item 60 the following new item "60A. Rates—Engine Room and Boiler House."

2. Clause 13—Overtime.—Delete the word and letters "(a) to (f)" appearing in line two of subclause (a) of this clause.

3. Clause 60—Shift Work:

(a) Substitute for the word "beer" appearing in line three of subclause (e) of this clause, the word "beef".

(b) Delete subclauses (f) and (g).

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4. Add a new clause after Clause 60, as follows:—

60A. Rates—Engine Room and Boiler House.

The following rates shall apply to workers in the engine room and boiler house:—

				Margin Over Basic Wage Per Week	£	s.	d.
Engineer's Assistant	....	....	....	6	19	0	
Greaser	....	....	....	4	11	0	
Fireman:							
1st Class	....	....	....	5	15	0	
2nd Class	....	....	....	4	19	6	
Trimmer	....	....	....	3	10	0	

Such portion of the engine or boiler room staff as may be deemed necessary by the management on overhaul work during the shut down or slack season shall be employed on such overhaul work at above rates, provided they are competent to perform such work.

INDUSTRIAL AGREEMENT.

No. 23 of 1962.

(Registered 9th November, 1962.)

THIS Agreement made in pursuance of the Industrial Arbitration Act, 1912-1961, this 18th day of September, 1962, between The Federated Engine Drivers and Firemen's Union of Workers of Western Australia (hereinafter referred to as "the Union") of the one part and The Colonial Sugar Refining Company Limited (hereinafter referred to as "the Company"), of the other part, witnesseth that, for the considerations hereinafter appearing the parties hereto mutually covenant and agree the one with the other as follows:—

1.—Title.

This Agreement shall be known as the Engine Drivers' (Sugar Refinery) Agreement and replaces Agreement No. 37 of 1960.

2.—Arrangement.

1. Title.
2. Arrangement.
3. Term.
4. Area.
5. Definition.
6. Hours of Work.
7. Overtime.
8. Holidays.
9. Annual Leave.
10. Sick Pay.
11. Long Service Leave.
12. Wages.
13. Special Allowances.
14. Mixed Functions.
15. Contract of Service.
16. Meal Money.

3.—Term.

The term of this Agreement shall be for a period of one (1) year from the date hereof.

4.—Area.

This Agreement shall have effect over the area comprised within a radius of fifteen (15) miles from the General Post Office, Perth.

5.—Definition.

"Casual worker" means a worker employed for less than one (1) week. He shall be paid at the rate of ten per cent. (10%) in addition to the rates prescribed in this Agreement upon an hourly basis.

6.—Hours of Work.

(a) Forty (40) hours shall constitute a week's work for all workers.

(b) Workers employed on shift work shall work five (5) shifts of eight (8) hours, including crib time. All shifts shall rotate weekly: Provided that the foregoing hours may be altered at any time by agreement in writing between the parties.

(c) Single shift workers shall work eight (8) hours per day, exclusive of crib time, Monday to Friday, inclusive.

(d) Shift workers may commence work at 11 p.m., in which case the hours worked from 11 p.m. to midnight on any Sunday or public holiday shall be paid for at ordinary rates and included as part of their ordinary shift-work hours.

(e) In all cases of reckoning time of duty all time necessarily occupied in raising steam, in starting up or closing down engines, or in banking fires, shall be included.

7.—Overtime.

Except as otherwise provided:—

- (a) For all work done outside the hours of duty on any day, payment shall be made at the rate of time and a half for the first four (4) hours and double time thereafter.
- (b) When any worker is required to work overtime by reason of a relieving man not coming on duty at the proper time and failing to give at least three (3) hours' notice of his inability to attend, he shall be paid at ordinary rates for the first two (2) hours after which his overtime rate shall begin to accrue. The employer shall be entitled to make a "pro rata" deduction for the time not worked in the case of the worker so failing to attend and to give notice as aforesaid from any moneys due or becoming due to him.
- (c) All time worked on Sundays and holidays prescribed in Clause 6 hereof shall be paid for at double time.
- (d) A worker recalled after leaving the Company's premises to work overtime shall be paid a minimum of three (3) hours at the appropriate rate.
- (e) Where a worker is called on to work a quick shift he shall be paid at the rate of time and a quarter. A "quick shift" shall mean a shift where a worker is brought on to work a full shift before having had at least eight (8) hours off.
- (f) Notwithstanding anything contained in this Agreement—
 - (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 Agreement, or worker or workers covered by this Agreement shall in any way, whether directly or indirectly, be a party to or concerned in any ban, limitation, or restriction upon the working of overtime in accordance with the requirements of this sub-clause.

8.—Holidays.

(a) (i) The following days or the days observed in lieu, shall, subject to Clause 7 (c) hereof, be allowed as holidays without deduction of pay, namely: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, State Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day. Provided that another day may be taken as a holiday by arrangement between the parties in lieu of any of the days named in the subclause.

(ii) Where Christmas Day or New Year's Day falls on a Saturday or a Sunday, such holiday shall be observed on the next succeeding Monday and where Boxing Day falls on a Sunday or a Monday such holiday shall be observed on the next succeeding Tuesday, in each such case the substituted day shall be deemed a holiday without deduction of pay in lieu of the day for which it is substituted.

(b) On any public holiday not prescribed as a holiday under this Agreement 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.

9.—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 twelve months' continuous service with such employer.

(b) If any Agreement 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 Agreement shall not count for the purpose of determining his right to annual leave.

(e) Where the employer closes his factory for the purpose of allowing annual leave to his workers in the event of a worker being employed for portion only of a year he shall 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) (i) A worker who is justifiably dismissed for misconduct shall not be entitled to the benefit of the provisions of this clause.

(ii) In special circumstances and by mutual consent of the employer, the worker and the Union concerned, annual leave may be taken in not more than two periods.

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

10.—Sick Pay.

(a) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health, for one-twelfth (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 (3) days or more.

(d) Sick leave shall accumulate from year to year so that any balance of the period prescribed in subclause (a) of this clause which has in any year not been allowed to any worker by his employer as paid sick leave may be claimed by the worker and, subject to the conditions hereinbefore prescribed, shall be allowed by his employer in any

subsequent year without diminution of the sick leave prescribed in respect of that year. Provided that sick leave which accumulated pursuant to this subclause shall be available to the worker for a period of five (5) years but no longer from the end of the year in which it accrues.

11.—Long Service Leave.

(i) Period of Operation.

This clause shall continue in force for the term of this Agreement, provided that in the event of any State legislation or State and/or Federal Award providing for long service leave imposing any rights, liabilities, or obligations on the parties to this Agreement, other than under this Agreement and an exemption is not obtained from the operation of such legislation and/or award by virtue of this Agreement, this clause shall cease to operate as from the date of operation of such legislation and/or award.

(ii) Entitlement to Leave.

Subject to this Agreement every worker, not being a casual worker, shall be entitled to long service leave on ordinary pay in respect of continuous service with the Company.

(iii) Period of Leave.

The amount of such entitlement in the case of a worker who has completed at least 20 years' continuous service with the Company shall be:—

- (a) in respect of the 20 years' service so completed—13 weeks' leave; and
- (b) in respect of each 10 years' service with the Company completed after such 20 years—six and one half weeks' leave.

(iv) Pro Rata Entitlement on Termination.

In the case of a worker who has completed at least ten years' service but less than 20 years' service with the Company and whose services with the Company are terminated by the Company for any cause other than serious misconduct, or by the worker for any reason or by reason of the death of the worker, the worker shall be entitled to a proportionate amount of leave in respect of the period of completed years of such service since the commencement of his continuous service, or since the last accrual of entitlement to leave on the basis of 13 weeks for 20 years' service.

(v) Calculation of Continuous Service.

(a) For the purpose of this subclause the following absences (whether before or after the commencement of this Agreement) shall not break the continuity of service, and shall, subject to any limitation herein, count as service:—

- (i) Absence in respect of any period during which the worker shall have served as a member of the Naval, Military or Air Forces of the Commonwealth of Australia (other than as a member of the permanent forces of the Commonwealth of Australia and other than as a member of the British Commonwealth Occupation Forces in Japan), or as a member of the Civil Construction Corps established under the National Security Act 1939 (as amended) or absence on compulsory service in any of the Armed Forces under the National Service Act 1951 (as amended): Provided that the worker as soon as reasonably practicable on the completion of any such service resumes employment with the employer by whom he was employed immediately before the commencement of such absence;
- (ii) absence on any annual leave or long service leave;
- (iii) absence following any termination of the employment by the company if such termination has been made merely with the intention of avoiding obligations under this Agreement in respect of long service leave or annual leave; and

- (iv) absence necessitated by personal sickness or injury of which not more than 15 working days a year shall count as service.

(b) For the purposes of this subclause the following absences (whether before or after the commencement of this Agreement) shall not break the continuity of service but the period of such absence shall not count as service:—

- (i) Absence following any termination of the employment by the Company on any ground other than slackness of trade, if the worker be re-employed by the Company within a period not exceeding two months from the date of such termination;
- (ii) absence during any standing down of a worker in accordance with the provisions of this Agreement;
- (iii) absence following any termination of the employment by the Company on the ground of slackness of trade if the worker is re-employed by the Company within a period not exceeding six months from the date of such termination;
- (iv) absence of the worker authorised by the employer at any time;
- (v) absence arising directly or indirectly from an industrial dispute but only if the worker returns to work in accordance with the terms of settlement of the dispute.

(c) After the coming into operation of this Agreement absence from work by reason of any cause not being a cause specified in this clause for a period in excess of 14 days, shall be deemed to break the continuity of service for the purposes of this clause unless the worker notifies the Company in writing of the reason for his absence.

(vi) Service before Commencement of Agreement.

For the purpose of calculating the entitlement to leave, continuous service of a worker with the Company immediately prior to the coming into operation of this Agreement, shall be taken into account but only to the extent of the last 20 completed years of such service, provided that any service prior to such 20 years' service will carry such leave if the worker remains in the Company's service until his retirement.

(vii) Time of Taking Leave.

Long Service Leave shall be granted and taken on the retirement of the worker provided that when a worker has completed 20 years of continuous service he will be entitled to not more than 13 weeks interim leave which will be taken at such time as may be agreed between the Company and the worker having regard to the needs of the Company's establishment where the worker is working. Additional interim long service leave on the basis of up to six weeks for each additional ten years' service may be taken at such time as may be agreed between the Company and the worker.

(viii) Payment on Termination for Leave not Taken.

Where the employment of a worker is terminated otherwise than by his death and he has an entitlement to long service leave the worker shall be deemed to have entered upon and taken the leave from the date of such termination and the Company shall forthwith pay to the worker in full his ordinary pay for the leave less any amount already paid to the worker in respect of that leave.

(ix) Payment on Death.

Where a worker dies during his employment and any long service leave to which he is entitled under this Agreement has not been taken or received in full by the worker, the Company shall upon request by the personal representative of the worker, pay to that representative the amount due in respect of such leave providing that where no personal representative has been appointed within three months of the date of the worker's death the

company may pay to the widow or such of the next of kin as it considers appropriate, the said amount due. The obligation of the company to such worker or worker's estate in respect of long service leave shall be and shall be deemed to have been satisfied by such payment.

(x) Payment for Period of Leave.

Each worker shall be paid for each week of leave his ordinary time rate of pay applicable at the date he enters upon the period of leave. Such ordinary time rate shall be for the standard hours prescribed by this Agreement but in the case of part-time workers for the number of hours usually worked up to but not exceeding the prescribed standard.

Note.—“Ordinary time rate of pay”—

- (1) shall not include:—shift premiums, overtime, penalty rates, commissions, bonuses, allowances or the like;

Payment in the case of workers employed on piece or bonus work or any other system of payment by result shall be at ordinary time rates;

- (2) shall include any deductions from wages for board and/or lodging or the like which is not provided and taken during the period of leave.

(xi) Method of Payment.

Payment shall be made in one of the following ways:—

- (a) In full before the worker goes on leave; or
(b) at the same time as his wages would have been paid to him if the worker had remained at work, in which case payment shall, if the worker in writing so requires, be made by cheque posted to an address specified by the worker; or
(c) in any other way agreed between the company and the worker.

(xii) Public Holidays and Annual Leave During Period of Leave.

Any long service leave shall be inclusive of any public holidays specified in this Agreement occurring during the period when the leave is taken, but shall not be inclusive of any annual leave.

(xiii) Transmission of Business.

For the purposes of this Clause where a business has, whether before, or after the coming into operation of this Agreement been transmitted from an employer (in this paragraph called “the transmitter”) to another employer (in this paragraph called “the transmittee”) and a worker who at the time of such transmission was an employee of the transmitter in that business becomes an employee of the transmittee—

- (a) the continuity of service of such worker shall be deemed not to have been broken by reason only of the transmission; and
(b) the period of the continuous service which the worker has had with the transmitter (or any prior transmitter) shall be deemed to be continuous service of the worker with the transmittee.

In this subclause “transmission” includes transfer conveyance assignment or succession whether by agreement or by operation of law and “transmitted” has a corresponding meaning.

(xiv) Benefits Related to Long Service.

The Company will continue to operate its F.E.A. Scheme to provide superannuation benefits in accordance with the rules of that scheme in addition to any leave granted under this Agreement.

(xv) Leave to be in Satisfaction of all Rights.

The entitlement to long service leave hereunder shall be in substitution for and satisfaction of any long service leave or benefit in the nature of long service leave to which the worker may be entitled in respect of the employment by the Company, and any leave taken or in respect of which payment has been made by the Company shall be deducted from any amount of long service leave to which such worker is entitled pursuant to this Agreement.

(xvi) Records.

(a) The employer shall keep an adequate long service leave record.

(b) Such record shall be open for inspection in the manner and circumstances prescribed by this Agreement with respect to the Time and Wages Record.

12.—Wages.

The minimum rates of wages payable to workers covered by this Agreement shall be as follows:—

	Per Week.
	£ s. d.
(a) Basic Wage	14 18 9
	Margin Over Male Basic Wage.
	£ s. d.
(b) Sugar refinery engine drivers (without condenser)	4 11 0
(c) Leading fireman (with 3rd class engine driver's certificate)	4 4 0
(d) Sugar refinery fireman	3 8 0
(e) Sugar refinery greasers and hot-water attendants	3 8 0
(f) Sugar refinery greaser on day work	1 19 0
(g) The margins set out in this clause for shiftwork include shift allowance of 29s. per week	

13.—Special Allowances.

(a) When an engine driver also attends to an electric generator or dynamo exceeding (10) kilowatt capacity, he shall be paid an additional sum of nineteen shillings (19s.) per week as a marginal allowance.

(b) Cleaners of boiler, enclosed hot water tanks, and other confined spaces:—any person engaged inside the gas or water space of a boiler, flue, or economiser or an enclosed hot water tank which when working is under pressure in cleaning or scraping work, shall be paid one shilling and six pence (1s. 6d.) per hour in addition to his ordinary or overtime rate of pay, as the case may be, whilst so employed.

(c) When an engine driver attends switchboards where the generating capacity is 350 Kilowatts or over he shall be paid an additional sum of nine shillings and sixpence (9s. 6d.) per week as a marginal allowance.

14.—Mixed Functions.

Where a worker is employed for four (4) hours or less on any day on work in a higher grade than his ordinary occupation, he shall be paid for the time so occupied at the higher rate. If employed for more than four (4) hours, he shall be paid at the higher rate for the whole of the shift.

15.—Contract of Service.

(a) Except in the case of a casual worker, whose engagement shall be by the hour, the contract of hiring of every worker shall be a weekly contract, terminable on either side by one (1) week's notice given on any day.

(b) Any worker not attending for duty shall lose his pay for the actual time of such non-attendance, subject to the provisions of clause 9 hereof, as to payment for absence on account of illness. Where any absence extends for more than five (5) days, the employment shall be deemed to have terminated upon the expiration of the said five (5) days.

(c) This clause does not affect the right to dismiss for misconduct, in which 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 breakdown of the employer's machinery or any stoppage of work by any cause which the employer cannot reasonably prevent.

16.—Meal Money.

Any worker required to continue working overtime after ordinary ceasing time shall be paid six shillings and sixpence (6s 6d.) for each meal time occurring during the period he is so working. Such meal times shall be deemed to commence at 8 a.m., 6 p.m., and 12 midnight.

Provided that such payment shall not apply where the worker has been notified the previous day of the requirement to work overtime.

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

The Common Seal of the Federated Engine Drivers and Firemen's Union of Workers of Western Australia was hereunto affixed in the presence of—

R. A. BRANSON.

[L.S.]

D. E. MAGUIRE.

Signed for and on behalf of the Colonial Sugar Refining Company Limited.

J. E. MAKINSON.

INDUSTRIAL AGREEMENT

No. 22 of 1962.

(Registered 6th November, 1962.)

THIS Agreement made in pursuance of the Industrial Arbitration Act, 1912-1961, this 1st day of November, 1962, between The West Australian Gold Mining Clerks' Association, Industrial Union of Workers (hereinafter call "the Union") of the one part, and Lake View and Star Limited (hereinafter call "the Employer") of the other part, witnesseth that, for the considerations hereinafter appearing, the parties hereto mutually covenant and agree the one with the other as follows:—

1.—Title.

This Agreement shall be known as the "Clerks (Goldmining) Agreement" and shall replace Agreement No. 11 of 1959 as amended.

2.—Arrangement.

1. Title
2. Arrangement
3. Term
4. Area
5. Scope
6. Definitions
7. Weekly Hiring
8. Hours of Duty
9. Overtime
10. Meal Allowance
11. Rates of Pay
12. District Allowance
13. No Reduction
14. Sick Pay
15. Holidays
16. Annual Leave
17. Board of Reference
18. Aged and Infirm Workers
19. Proportion of Juniors
20. Junior Workers' Certificate
21. Certificate of Service
22. Record
23. Right of Entry
24. Long Service Leave

3.—Term.

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

4.—Area.

This Agreement shall apply to the goldmining industry and shall operate over the Yilgarn, Coolgardie, Broad Arrow, Dundas, Phillips River, East Coolgardie, North Coolgardie, North East Coolgardie, Mt. Margaret, East Murchison Goldfields and the Murchison-Yalgoo-Peak Hill and Gascoyne Goldfields, and the area outside those goldfields in Western Australia comprised within the 14th and 26th parallels of latitude.

5.—Scope.

This Agreement shall apply to General Clerks (including telephone assistants and messengers where such workers do clerical work) in the goldmining industry in the area specified in Clause 4 hereof.

6.—Definitions.

(a) "General Clerk" means a worker, male or female, employed by an employer exclusively or principally on clerical work, and shall include a typist, stenographer, telephonist and operator of calculating or ledger-keeping machines, but shall not include—

- (i) an Accountant or Assistant Accountant providing such Accountant or Assistant Accountant is in receipt of a salary not less than an "A" Grade Clerk;
- (ii) a male worker in receipt of a margin of £9 4s. 7d. per week over the basic wage and industry allowance;
- (iii) a female worker in receipt of a margin of £3 1s. 8d. per week over the female basic wage and female proportion of the industry allowance.

(b) "Adult" means any person, male or female, over the age of twenty-one (21) years, or a worker in receipt of at least the prescribed adult rate.

(c) "Junior" means any person, male or female, under the age of twenty-one (21) years who is in receipt of less than the prescribed adult rate.

(d) "Casual Worker" means any worker whose services are dispensed with by the employer through no fault of the worker before he shall have completed a week of his engagement.

7.—Weekly Hiring.

(a) The contract of hiring shall be by the week and 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 14 or such absence is on account of holidays to which the worker is entitled under the provisions of this Agreement.

(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 a 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 any stoppage of work by any cause which the employer cannot reasonably prevent.

8.—Hours of Duty.

(a) Forty (40) hours, exclusive of meal times, shall constitute a week's work. For mines situated at Kalgoorlie, Boulder, Coolgardie and Norseman, these hours shall be worked from Monday to Friday inclusive.

(b) For mines situated outside these areas, these hours may by agreement between the employer and the workers, be worked from Monday to Saturday inclusive but the time of ceasing work on Saturday shall not be later than 12 noon.

(c) Lunch interval shall not exceed one (1) hour.

9.—Overtime.

(a) The maximum ordinary working hours shall not exceed forty (40) per week and payment for overtime shall apply to all time worked in excess of forty (40) hours in any one week.

(b) Subject to the foregoing, the following shall apply:—

- (i) 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.
- (ii) Where the ordinary hours are worked in five (5) days, work done on Saturdays shall be paid for at the rate of time and a half for the first two (2) hours and double time thereafter.
- (iii) Work done on Sundays and holidays shall be paid for at the rate of double time.
- (iv) When computing overtime, the district allowance shall not be computed as an addition to the day's pay.
- (v) These overtime rates shall not apply to excess time due to private arrangement between the workers themselves.

(c) Double time on holidays shall mean single ordinary time in addition to the weekly wage.

(d) Overtime shall only be worked under direct instructions from some responsible officer of the employer.

10.—Meal Allowance.

In addition to the overtime prescribed in Clause 9 a meal allowance of three shillings and sixpence (3s. 6d.) shall be paid to each worker in the following circumstances:—

- (a) When required to work on after 5.30 p.m. on any day provided the worker was not informed the day before that he would be required after 5.30 p.m.
- (b) When required to work on after 1 p.m. on Saturdays, Sundays and holidays prescribed in this Agreement, provided the worker was not informed the day before that he would be required after 1 p.m.

Provided that when the employer provides a meal, no allowance shall be paid.

11.—Rates of Pay.

The minimum rates of wages payable to workers covered by this Agreement shall be as follows:—

(a) Basic Wage:

	Per Week
	£ s. d.
Males	14 11 6
Females	10 18 8

(b) Industry Allowance:

- (i) The employer shall pay to adult male workers the industry allowance prescribed by Award No. 11 of 1946 as amended or replaced from time to time.
- (ii) Adult Female workers shall be paid the proportion of industry allowance in the same proportion as is the Female Basic Wage to the Male Basic Wage.

Percentage of
Male Basic Wage
and Industry
Allowance.
Per Week

(c) Male Juniors:

14 to 15 years of age	42.5
15 to 16 years of age	42.5
16 to 17 years of age	50
17 to 18 years of age	57.5
18 to 19 years of age	70
19 to 20 years of age	85
20 to 21 years of age	95

Margin per Week
above Male Basic Wage
and Industry Allowance
£ s. d.

(d) Male Adults:

During first year of adult Mining Office service	1 6 2
During second year of adult Mining Office service	2 6 11
During third year of adult Mining Office service	3 4 9
During fourth year of adult Mining Office service	3 4 9
Thereafter: "B" Grade	3 17 3
Thereafter: "A" Grade	5 8 6
"A" Grade to be decided by employer.	

Percentage of Female
Basic Wage and
Female Proportion of
Industry Allowance
Per Week
%

(e) Female Juniors:

14 to 15 years of age	45
15 to 16 years of age	45
16 to 17 years of age	55
17 to 18 years of age	65
18 to 19 years of age	75
19 to 20 years of age	85
20 to 21 years of age	95

Margin Per Week above
the Female Basic Wage
and Female Proportion of
Industry Allowance
£ s. d.

(f) Female Adults

During first year of Adult Mining Office Service	1 10 11
During second year of Adult Mining Office Service	1 15 11
During third year of Adult Mining Office Service and thereafter....	2 0 11

(g) Allowances.—The employer shall be entitled to deduct from the salary of the worker an amount assessed by agreement with the worker as the value of accommodation, power, water, fuel and any other items supplied by the employer.

(h) Casual Workers.—Any worker dismissed through no fault of his own before the expiration of one week of his employment shall be considered casual and shall receive ten per cent. (10%) above the rate specified for the work performed.

(i) No Reduction.—In any case where the effect of the Order of the Court of the 11th May, 1960, would be to reduce—

- (a) the secondary wage payable to a worker in any classification; or
- (b) the total wage payable to any junior worker;

such workers shall be entitled to receive a total secondary wage and such junior workers shall be entitled to receive a total wage in each case equal to the amount of the secondary wage or total wage respectively payable under this Agreement immediately preceding the date of that Order.

12.—District Allowance.

(a) In addition to the wages prescribed in Clause 11 of this Agreement, so far as applicable, payment of district allowance shall be made to Adult workers in accordance with the provisions contained in Award No. 11 of 1946, as amended or replaced from time to time.

(b) Junior Workers shall receive the following percentages of the District Allowance:—

Male Juniors:

14 to 15 years of age	28
15 to 16 years of age	37
16 to 17 years of age	47
17 to 18 years of age	56
18 to 19 years of age	70
19 to 20 years of age	84
20 to 21 years of age	96

Female Juniors:

14 to 15 years of age	30
15 to 16 years of age	40
16 to 17 years of age	55
17 to 18 years of age	80
18 to 19 years of age	95
19 and thereafter	100

13.—No Reduction.

Any worker in receipt of a higher wage than is provided for by this Agreement shall not by reason of this Agreement have his wage reduced, but such wage shall be subject to future variations in the basic wage and industry allowance.

14.—Sick Pay.

(a) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health for 1/10th of a week's pay at the Award rate for each 23.7 shifts actually worked at ordinary rates of pay; provided that, subject to subclause (d) hereof, 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 (3) days or more.

(d) Sick leave shall accumulate from year to year so that any balance of the period specified in subclause (a) of this clause which has in any year not been allowed to any worker by his employer as paid sick leave may be claimed by the worker and, subject to the conditions hereinbefore prescribed shall be allowed by his employer in any subsequent year without diminution of the sick leave prescribed in respect of that year. Provided that sick leave which accumulates pursuant to this subclause shall be available to the worker for a period of two (2) years but no longer from the end of the year in which it accrues.

15.—Holidays.

Subject to Clause 9, the following shall be observed as holidays without deduction of pay:—Christmas Day, Easter Monday, Labour Day, Good Friday and one additional day in each calendar year to be nominated by the employer. Where Christmas Day falls on a Saturday or a Sunday, such holiday shall be observed on the next succeeding Monday: in such case the substituted day shall be deemed a holiday without deduction of pay in lieu of the day for which it is substituted.

Provided that any worker who does not present himself for work on the working day following any of the abovementioned 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.

16.—Annual Leave.

(a) Annual holidays shall be taken at the convenience of the management of the mine; workers to receive one month's notice of the date on which the holiday is to commence.

(b) Three (3) weeks' holiday, including fifteen (15) working days on full pay, shall be granted once in each year to every worker. Provided he has worked two hundred and forty-one (241) shifts at ordinary rates of pay, and should he have worked less than two hundred and forty-one (241) such shifts when the said holiday is taken, or at the termination of his employment, he shall be paid for a proportionate number of holidays. Payment for the said holiday shall be at the rate of pay the worker is receiving immediately before the holiday is taken or employment terminated. Provided further that, where the worker is justifiably dismissed for misconduct he shall not be entitled to the benefits of the provisions of this clause. In special circumstances and by mutual consent of the employer, the worker and the Union concerned, annual leave may be taken in not more than two (2) periods.

(c) Any worker who has taken part in a strike (including a slow strike) or a general or sectional stoppage of work unauthorised by the employer during the period of service in respect of which the abovementioned holidays are granted, shall forfeit one day of such annual holidays for every day or part of a day during which he takes part in a strike, or in such unauthorised stoppage of work, including a stoppage because of a fatal accident in the mine.

(d) In the event of it being found impracticable to grant such leave in any year the worker concerned shall in the following year be entitled to leave accrued for the previous year. Leave shall not accumulate for more than two (2) years.

(e) This clause shall not apply to casual workers.

(f) If any of the holidays prescribed in Clause 15 of this Agreement falls during 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, the worker shall be paid one (1) extra day at ordinary rates for that day or at his option have one (1) day on full pay added to that period for each such holiday.

17.—Board of Reference.

(a) The Court hereby appoints, for the purposes of the Agreement, a Board of Reference for each mine.

(b) The Board shall consist of a Chairman, who failing agreement between the parties, shall be appointed by the Court, and two (2) other representatives, one to be nominated by each of the parties.

(c) There shall be assigned to each such Board the functions of—

- (i) deciding matters specifically referred to in the Agreement 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 Agreement, or any of them;
- (iii) deciding all matters and questions referred to in the Agreement 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.

(d) 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, 1912-1961, which for this purpose are embodied in and form part of this Agreement (Regulation 106).

(e) There shall be no cessation of work pending the reference to and the settlement of any dispute by the Board.

18.—Aged and Infirm Workers.

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

(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.

19.—Proportion of Juniors.

(a) The number of junior male workers shall not exceed the proportion of one (1) to one (1) for the first five (5) adult male workers and thereafter one (1) junior to every two (2) adult male workers or fraction thereof. Provided that where no adult male is employed one (1) male junior may be employed. This subclause shall not apply where adult males are not available.

(b) There shall be no limit to the number of female junior workers who may be employed in any office.

20.—Junior Workers' Certificate.

Junior workers upon being engaged, shall if required, furnish the employer with a certificate containing the following particulars:—

(a) Name in full.

(b) Age and date of birth.

(c) Particulars of service (if any).

No worker shall have any claim upon an employer for additional pay in the event of the age of the worker being wrongly stated on the certificate. If any worker shall wilfully mis-state his age in the above certificate he alone shall be guilty of a breach of this Agreement.

21.—Certificate of Service.

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

22.—Record.

A readily intelligible record shall be kept by each employer in which shall be entered the name of each worker the length of service, the hours worked each day and the amount of wages and overtime received each fortnight. The said record shall be open to the inspection of an accredited representative of the workers, during working hours, not more than once in each fortnight.

23.—Right of Entry.

In the case of a disagreement existing or anticipated concerning any of the provisions of this Agreement, an accredited representative of the workers 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.

24.—Long Service Leave.

Entitlement to Leave.

(a) A worker shall in respect of continuous service with one and the same employer be entitled to the long service leave as hereinafter prescribed.

Period of Leave.

(b) The amount of such entitlement in the case of a worker who has completed at least twenty (20) years' continuous service with one and the same employer shall be—

(i) in respect of the twenty (20) years' service so completed—thirteen (13) weeks' leave; and

(ii) in respect of each ten (10) years' service with such employer completed after such twenty (20) years—six and one-half (6½) weeks' leave.

Pro Rata Entitlement on Termination.

(c) (i) Where a worker has completed at least ten (10) years but less than (15) years of continuous service with one and the same employer and his employment is terminated by the employer for any cause other than serious misconduct, or by death during his employment, or by the worker on account of personal sickness or injury or domestic or any other pressing necessity where such personal sickness, injury or necessity is of such nature as, in the opinion of the employer or, in the event of a dispute, of the Special Board of Reference, to justify such termination, the worker shall be entitled (or, in the case of death, his personal representative shall be entitled) to such payment as equals a proportionate amount of leave in respect of the period of completed years of such service, on the basis of thirteen (13) weeks for twenty (20) years' service.

(ii) Where a worker has completed at least fifteen (15) years' continuous service with one and the same employer and his employment is terminated for any reason other than by the employer for serious misconduct, he shall be entitled (or, in the case of death, his personal representative shall be entitled) to such payment as equals a proportionate amount of leave in respect of the period of completed years of such service since the commencement of his continuous service or since the last accrual of entitlement to leave, on the basis of thirteen (13) weeks for twenty (20) years' service.

Calculation of continuous Service.

(d) (1) For the purpose of this clause, the following absences (whether before or after the commencement of this clause) shall not break the continuity of service and shall, subject to any limitation herein, count as service:—

(i) Absence in respect of any period during which the worker shall have served as a member of the Naval, Military or Air Forces of the Commonwealth of Australia (other than as a member of the permanent forces of the Commonwealth of Australia—except where such service occurs after 26th June, 1950, in Korea or Malaya and other than as a member of the British Commonwealth Occupation Forces in Japan), or as a member of the Civil Construction Corps, established under the National Security Act 1939 (as amended) or absence on compulsory service in any of the armed forces under the National Service Act, 1951 (as amended): Provided that the worker as soon as reasonably practicable on the completion of any such service resumes employment with the employer by whom he was employed immediately before the commencement of such absence.

(ii) Absence on any annual leave or long service leave.

(iii) Absence following any termination of the employment by the employer if such termination has been made merely with the intention of avoiding obligations under this Agreement in respect of long service leave or annual leave; and

(iv) Absence necessitated by personal sickness or injury of which not more than fifteen (15) working days a year shall count as service.

(2) For the purposes of this clause the following absences (whether before or after the commencement of this clause) shall not break the continuity of service, but the period of such absence shall not count as service:—

(i) Absence following any termination of the employment by the employer on any ground other than slackness of trade, if the worker be re-employed by the same employer within a period not exceeding two (2) months from the date of such termination.

(ii) Absence during any standing down of a worker in accordance with the provisions of the relevant clause of this Agreement.

- (iii) Absence following any termination of the employment by the employer on the ground of slackness of trade, if the worker is re-employed by the same employer within a period not exceeding six (6) months from the date of such termination.
- (iv) Absence of the worker authorised by the employer at any time.
- (v) Absence arising directly or indirectly from an industrial dispute but only if the worker returns to work in accordance with the terms of settlement of the dispute; and
- (vi) Any reasonable absence of the worker on legitimate union business in respect of which he has requested and been refused leave.

(3) After the coming into operation of this Agreement, absence from work by reason of any cause not being a cause specified in this subclause, shall not be deemed to break the continuity of service for the purpose of this clause unless the employer during the absence or within fourteen (14) days of the termination of the absence notifies the worker in writing that such absence will be regarded as having broken the continuity of service. Such notice may be given by delivering it to the worker personally or by posting it by registered mail to his last recorded address, in which case it shall be deemed to have reached him in due course of post.

Service Before Commencement of Clause.

(e) For the purpose of computing entitlement to leave continuous service of a worker with one and the same employer immediately prior to the coming into operation of this clause shall be taken into account, but only to the extent of the last twenty (20) completed years of such service.

Time of Taking Leave.

(f) Long service leave shall be granted and taken as soon as reasonably practicable after the right thereto accrues due or at such time or times as may be agreed between the employer and the worker; or, in the absence of such agreement, at such time or times as may be determined by the Special Board of Reference having regard to the needs of the employer's establishment and the worker's circumstances.

Notice to Take Leave.

(g) Except where the time for taking leave is agreed to, the employer shall give to a worker three (3) months' notice (where practicable), or in any case at least one (1) month's notice of the date from which his leave is to be taken.

Broken Leave.

(h) Long service leave shall be granted and taken in one continuous period, or, if the worker and employer so agree, in not more than three (3) separate periods in respect of the first thirteen (13) weeks' entitlement and in not more than two (2) separate periods in respect of any subsequent period of entitlement.

Granting of Leave Before Due Date.

(i) (i) Any employer may by agreement with a worker allow long service leave to such worker before the right thereto has accrued due, but where leave is taken in such a case, the worker shall not become entitled to any further long service leave in respect of any period until after the expiration of the period in respect of which such long service leave had been taken before it accrued due.

(ii) Where long service leave has been granted to a worker pursuant to this subclause before the right thereto has accrued due, and the worker subsequently leaves or dies or is discharged from the service of the employer, the employer may deduct from whatever remuneration is payable upon the termination of the employment, a proportionate amount on the basis of thirteen (13) weeks for twenty (20) years' service in respect of any period for which the worker has been granted long service leave to which he is not at the date of the termination of his employment or prior thereto entitled.

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Payment for Period of Leave

(j) (i) Each worker shall be paid for each week of leave his ordinary time rate of pay applicable at the date he enters upon the period of leave. Such ordinary time rate shall be for the standard hours prescribed by this Agreement, but in the case of casuals and part-time workers for the number of hours usually worked up to but not exceeding the prescribed standard.

(ii) Provided that, whereby agreement between the employer and the worker, the taking of the leave due to the worker or any portion of it is postponed to meet the convenience of the worker, the rate of payment for such leave shall be at the ordinary time rate of pay applicable at the date of accrual or, if so agreed, at the ordinary time rate of pay applicable at the date he enters upon the period of leave.

(iii) "Ordinary time rate of pay"—

(a) shall not include shift premiums, over-time, penalty rates, commissions, bonuses, allowances or the like, except district allowance when the worker or his family or dependents remain in the Agreement area, and industry allowance.

(b) shall include any deductions from wages for board and/or lodging or the like which is not provided and taken during the period of leave.

(iv) Payment in the case of workers employed on piece or bonus work or any other system of payment by result shall be at ordinary time rates.

Liberty is reserved to the parties to apply to amend this subclause.

Method of Payment.

(k) Payment shall be made in one of the following ways:—

(i) In full before the worker goes on leave, or

(ii) at the same times as his wages would have been paid to him if the worker had remained at work, in which case payment shall, if the worker in writing so requires, be made by cheque posted to an address specified by the worker; or

(iii) in any other way agreed between the employer and the worker.

Payment on Termination for Leave not Taken

(l) Where the employment of a worker is terminated and he has an entitlement to long service leave, the employer shall thereupon pay to the worker a sum equivalent to the amount which would have been payable in respect of the period of long service leave to which the worker would have been entitled if he had taken the same at the time of such termination.

Payment on Death.

(m) Where a worker dies during his employment and any long service leave to which he is entitled under this clause has not been taken or received in full by the worker, the employer shall, upon request by the personal representative of the deceased worker, pay to that representative the amount due in respect of such leave. The obligation of the employer to such worker in respect of long service leave shall be and shall be deemed to have been satisfied by such payment.

Public Holidays and Annual Leave during Period of Leave.

(n) Any long service leave shall be inclusive of any public holidays specified in this Agreement occurring during the period when the leave is taken, but shall not be inclusive of any annual leave.

Transmission of Business.

(o) For the purposes of this clause, where a business has, whether before or after the coming into operation of this clause, been transmitted from an employer (in this subclause called the transmitter) to another employer (in this subclause

called the transmittee) and a worker who at the time of such transmission was a worker employed by the transmittor in that business becomes a worker employed by the transmittee—

- (i) the continuity of the service of such worker shall be deemed not to have been broken by reason only of the transmission; and
- (ii) the period of the continuous service which the worker has had with the transmittor (or any prior transmittor) shall be deemed to be continuous service of the worker with the transmittee.

In this subclause "transmission" includes transfer conveyance assignment or succession whether by agreement or by operation of law and "transmitted" has a corresponding meaning.

Transfer of Workers to Associated Companies.

(p) Where a worker, either at the request or with the consent of the employer being a company, transfers his employment to that of another company associated with that of the original employer, the continuity of the worker's service shall not be deemed to have been broken by reason only of such transfer and the period of the continuous service the worker has had with the original employer shall be deemed to be continuous service with the company to which the worker transfers. For the purpose of this subclause, companies shall be deemed to be associated companies when one company is a subsidiary of the other or where two companies are each a subsidiary of a third company.

Records to be Kept.

(q) (i) Each employer shall during the employment and for a period of twelve (12) months (three (3) years in case of death) thereafter keep a record from which can be readily ascertained the name of each worker and his occupation, the date of the commencement of his employment and his entitlement to long service leave and any leave which may have been granted to him or in respect of which payment may have been made in accordance with this clause.

(ii) Such record shall be open for inspection in the manner and circumstances prescribed by this Agreement with respect to the time and wages record.

Special Board of Reference.

(r) (i) There shall be constituted a Special Board of Reference for the purpose of this clause to which all disputes and matters arising under this clause shall be referred and the Board shall determine all such disputes and matters.

(ii) There shall be assigned to such Board the functions of—

- (a) the settlement of disputes on any matters arising out of this clause.
- (b) the determination of such matters as are specifically assigned to it by this clause.

(iii) The Special Board of Reference shall consist of the Registrar of the Court or his deputy if he be unable to act as Chairman and one (1) representative nominated by the Chamber of Mines of W.A. (Incorporated) and one by the Union.

Prohibition of Working During Period of Leave.

(s) (i) Subject to paragraph (ii) of this subclause, no worker shall, without the consent of the employer, during any period when he is on long service leave, engage in any employment for hire or reward. If a worker breaches this provision he shall, at the discretion of the employer, thereupon forfeit all his current leave rights under this clause and the employer shall be entitled to cancel any further payments in respect of those rights and to reclaim at law any payments already made on account of such period during which the worker was so engaged in employment.

(ii) This subclause shall not apply in the case of former workers who have received payment in lieu of leave on termination of their employment in accordance with subclause (c) of this clause.

Exemptions.

(t) Any employer who provides or proposes to provide a scheme for long service leave which viewed as a whole, is more favourable to the worker than the provisions herein prescribed, may apply to the Court for exemption from the provisions of this clause and the Court may at its discretion refuse or grant such exemption, subject to such conditions (if any) as to the modification of the scheme or otherwise as the Court thinks desirable.

(u) The date of operation of this Agreement shall be deemed to be the 13th day of December, 1957 for the purposes only of the commencing date of operation of this clause.

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

The Common Seal of The
West Australian Goldmining
Clerks Association Industrial
Union of Workers was
hereunto affixed in the
presence of:—

[L.S.]

F. C. Davies.

G. H. BRIARS.

Jas. C. TAMBLYN

Signed for and on behalf of
Lake View and Star Limited
in the presence of:—

A. Hosking.

R. INCE.

COMPANIES ACT, 1943-1954.

Notice of Increase in Share Capital beyond the Registered Capital.

(Pursuant to Section 66.)

Sunny Weset Co-operative Dairies Limited.

1. SUNNY WEST CO-OPERATIVE DAIRIES LIMITED hereby gives notice that by a resolution of the company passed on the 6th day of December, 1962, the nominal share capital of the company was increased by the addition thereto of the sum of £500,000 pounds divided into 500,000 shares of one pound each beyond the registered capital of 500,000 pounds.

2. The additional capital is divided as follows:—

Number of Shares: 500,000; Class of Shares: Ordinary; Nominal Amount of Each Share: £1.

3. The conditions (e.g. voting rights, dividends, etc.) subject to which the new shares have been or are to be issued are as follows:—

Ranking for Dividend and in all other respects, *pari passu* with the existing ordinary shares in the Company.

4. The rights attached to the preference shares or to each class of preference shares forming part of the original or increased capital of the company are: (a) No preference shares.

Dated this 14th day of December, 1962.

L. A. WOOLF,
Secretary.

UNCLAIMED MONEYS ACT, 1912.

Skipper Bailey Motor Company Limited.

Register of Unclaimed Moneys.

31st December, 1962.

Name and Last Known Address of Owner on Books;
Total Amount due to Owner; Description of
Unclaimed Money; Date of Last Claim.

William Row, late of Hall Street, Bondi, N.S.W.;
£12 12s.; dividends; November, 1930.

J. L. A. DAVEY,
Public Officer.

UNCLAIMED MONEYS ACT, 1912.

REGISTER of Unclaimed Moneys held by Caltex Oil (Australia) Pty. Ltd., 171 St. George's Terrace, Perth.

Name and Last Known Address of Owner; Total Amount Due; Description; Date of Last Claim.

Taylor, E. G., 40 Leach Street, Melville; £9 3s. 2d.; Payroll W/E 1/2/56; 1/2/56.

Wann, A. J., Albany Highway, Katanning; £7 8s. 3d.; unrepresented cheque; October, 1956.

KATRINA KENNEDY (usually known as IRENE KENNEDY), late of Ferndale Home, 13 Rheola Street, West Perth, in the State of Western Australia, Spinster, deceased.

CREDITORS and other persons having claims (to which section 63 of the Trustee Act relates) in respect of the estate of the abovenamed deceased who died on the 7th day of September, 1962, are required by the Executor, The Perpetual Executors, Trustees & Agency Company (W.A.) Limited, of 89 St. George's Terrace, Perth, to send particulars of their claims to it by the 28th day of February, 1963, after which date the said Executor may convey or distribute the assets having regard only to the claims of which it then has notice.

Dated the 15th day of January, 1963.

STONE, JAMES & CO.,
Solicitors for the Executor.

TRUSTEES ACT, 1962.

Notice to Creditors and Claimants.

CREDITORS and other persons having claims (to which section 63 of the Trustees Act relates) in respect of the estates of the undermentioned deceased persons are required to send particulars of their claims to me by the 18th day of February, 1963, after which date I may convey or distribute the assets, having regard only to the claims of which I then have notice.

Dated at Perth the 14th day of January, 1963.

Public Trust Office,
555 Hay Street,
Perth, W.A.

JOSEPH FRANCIS MORRIS,
Acting Public Trustee.

Name; Occupation; Address; Date of Death.

Evensen, Frank Forrest; Retired Engine Driver; late of 28 York Street, Subiaco; 3/12/62.

Rubie, Howard Earle; Retired Accountant; late of 62 West Coast Highway, Mount Claremont; 23/9/62.

Scott, Sidney; Retired Colliery Manager; late of 20 Atkinson Street, Collie; 5/9/62.

Johnson, Harold; Retired Storekeeper; late of 19 Habgood Street, Northam; 22/11/62.

Iddles, George; Retired Butcher; late of 79 Kalgoorlie Street, Mount Hawthorn; 21/11/62.

Scudds, Ernest Henry; Retired Farmer; late of 7 Ivanhoe Street, Bassendean; 26/12/62.

Eggleston, William John; Retired Civil Servant; late of 251 Roberts Road, Subiaco; 8/1/63.

Atwell, Percy Edgar; Retired Commonwealth Public Servant; late of 9 Thomas Street, Nedlands; 23/12/62.

Booth, Arthur Christopher; Farmer; formerly of Quindanning but late of 9 Lacey Street, Sawyers Valley; 1/1/63.

Mills, James Doughton; Retired Bank Manager; late of 138 South Terrace, Como; 17/12/62.

GOVERNMENT GAZETTE.

NOTICE.

Subscriptions are required to commence and terminate with a quarter.

The *Government Gazette* is published on Friday in each week, unless interfered with by public holidays or other unforeseen circumstances.

SUBSCRIPTIONS.—The subscription to the *Government Gazette* is as follows:—£4 per annum, £2 5s. per half year, and £1 5s. per quarter, including postage. Single copies current year, 2s.; previous years, up to ten years, 4s.; over ten years, 7s.; postage extra.

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ADVERTISEMENTS.—Notices for insertion must be received by the Government Printer at his office, Murray Street, Perth, or at the Government Printing Office, Station Street, Wembley, 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.

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All communications should be addressed to "The Government Printer, Station Street, Wembley."

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