



Government Gazette

OF

WESTERN AUSTRALIA

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No. 10]

PERTH: FRIDAY, 1st FEBRUARY

[1963

Bank Holiday at Pinjarra.

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.

C.S.D. 146/62.

IN pursuance of the provisions contained in the fifth section of the Bank Holidays Act, 1884, I, the Governor of the said State, do by this my Proclamation appoint the following special Bank Holiday:—

Date: Place.

Wednesday, 6th February, 1963; Pinjarra.

Given under my hand and the public Seal of the said State, at Perth, this 24th day of January, 1963.

By His Excellency's Command,

ROSS HUTCHINSON,
Chief Secretary.

GOD SAVE THE QUEEN ! ! !

Main Roads Act, 1930-1961.

Declaration of Controlled Access Road.

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.

M.R.D. 795/57.

WHEREAS by section 28A of the Main Roads Act, 1930-1961, it is provided that, where the Commissioner is of opinion that a controlled access road should be provided and should be entered and departed from at specified places

only, he shall make a recommendation to the Governor accordingly and that, if of opinion that the recommendation should be given effect, the Governor may, by Proclamation, proclaim the controlled access road and the places only at which the controlled access road may be entered or departed from; and whereas the Commissioner is of opinion that a controlled access road should be provided as hereinafter described and has made a recommendation to the Governor accordingly; and whereas I, the Governor of the said State, am of opinion that such recommendation should be given effect: Now, therefore I, the said Governor, acting with the advice and consent of the Executive Council, and in exercise of the powers conferred by the said Act, do hereby proclaim that the parcel of land coloured green in Plan P.W.D., W.A. No. 39871, and which together is more particularly described in schedule hereunder shall be a Controlled Access Road.

Schedule.

No. on Plan P.W.D., W.A. 39871; Description.
1; portion of Jandakot Agricultural Area Lot 171, being that part comprised in L.T.O. Plan 6977 (Certificate of Title Volume 1220, folio 195).

Given under my hand and the Public Seal of the said State, at Perth, this 20th day of December, 1962.

By His Excellency's Command,

G. P. WILD,
Minister for Works.

GOD SAVE THE QUEEN ! ! !

AT a meeting of the Executive Council held in the Executive Council Chambers, at Perth, this 16th day of January, 1963, the following Order in Council was authorised to be issued:

Child Welfare Act, 1947-1962.

ORDER IN COUNCIL.

WHEREAS by section 19 (2) (a) of the Child Welfare Act, 1947-1962, it is provided that the Governor may appoint such persons, male or female, as he

may think fit, to be members of any particular Children's Court and may determine the respective seniorities of such members: Now, therefore, His Excellency the Governor, by and with the advice and consent of the Executive Council, doth hereby appoint the persons named in the schedule hereto to be members of the Children's Court at the place mentioned.

Schedule.

Bencubbin: John Gobbart and Herbert Leslie Evans.

P. L. SPARROW,
Acting Clerk of the Council.

Premier's Department,
Perth, 31st January, 1963.

IT is hereby notified for public information that His Excellency the Governor in Executive Council has approved of the re-appointment, under section 3 of the Public Service Appeal Board Act, 1920-1960, of James Bruce Crooks as a member of the Public Service Appeal Board.

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

JUSTICES OF THE PEACE.

Premier's Department,
Perth, 31st January, 1963.

IT is hereby notified for public information that His Excellency the Governor in Executive Council has been pleased to approve of the following appointments to the Commission of the Peace for the State of Western Australia:—

James George Burnett, of 55 Preston Street, Como.

Mrs. Olive Ursula Giblett, of Crabbe Street, Norseman.

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

AUDIT ACT, 1904.
(Section 33.)

The Treasury,
Perth, 29th January, 1963.

Tsy. 1315/31.

IT is hereby published for general information that Mr. Leslie Albert Hoft has been appointed as Certifying Officer for the Legislative Council, as from the 11th January, 1963.

Tsy. 88/45.

IT is hereby published for general information that Mr. B. Green has been appointed as Certifying Officer for the Department of Agriculture, for the period as from 3rd January, 1963, to 12th February, 1963.

Tsy. Part File 168/45.

IT is hereby published for general information that Mr. A. C. Thomas has been appointed as Certifying Officer for the following as from 17th December, 1962:—

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

K. J. TOWNSING,
Under Treasurer.

LAND AGENTS ACT, 1921.

Application for Transfer of a License.

To the Court of Petty Sessions at Perth:

I, ROBERT DOUGLAS LILBURNE, of 94 Barrack Street, Perth, Company Director, having attained the age of 21 years, hereby apply on behalf of the company registered by the name of Estates Development Company Proprietary Limited, for a transfer of a license to carry on the business of a land agent under the Land Agents Act, 1921, issued to John Justin Roche, 94 Barrack Street, Perth, Company Director.

The principal place of business will be at 94 Barrack Street, Perth.

Dated the 15th day of January, 1963.

R. D. LILBURNE.

I, John Justin Roche, of 94 Barrack Street, Perth, Company Director, being the licensee concur in this application.

Dated the 16th day of January, 1963.

J. J. ROCHE.

Appointment of Hearing.

I hereby appoint the 5th day of March, 1963, at 10 o'clock in the forenoon, as the time for the hearing of the foregoing application at the Court of Petty Sessions at Perth.

Dated the 24th day of January, 1963.

J. I. McINTYRE,
Clerk of Petty Sessions.

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

Olney & Nevile, 55 St. George's Terrace, Perth,
Solicitors for the Applicant.

LAND AGENTS ACT, 1921.

Application for License in the First Instance.

To the Court of Petty Sessions at Perth:

I, WARREN JOHN LUCAS, c/o Savoy Hotel, Perth, Business Manager, having attained the age of 21 years, hereby apply on behalf of Divisional Estates, a firm of which I am a member, for a license to carry on the business of a land agent under the Land Agents Act, 1921. The principal place of business will be at 224 St. George's Terrace, Perth.

Dated the 24th day of January, 1963.

W. J. LUCAS, Jnr.

Appointment of Hearing.

I hereby appoint the 28th day of February, 1963, at 10 o'clock in the forenoon, as the time for the hearing of the foregoing application at the Court of Petty Sessions at Perth.

Dated the 24th day of January, 1963.

J. F. McINTYRE,
Clerk of Petty Sessions.

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

VACANCIES IN THE PUBLIC SERVICE

Department	Position	Class	Salary	Date Returnable
Crown Law	Clerk (Relieving), Trust Section, Public Trust Office (Item 2351/62)	C-II-1	Margin £407-£443	1963 8th February
Public Works	Structural Engineer, Grade 2, Architectural and Structural Design Branch, Architectural Division (Item 1053/62)	P-II-8/9	Margin £1163-£1325	do.
Education	Clerk, Technical Education Division (Item 2689/62)	C-II-2	Margin £479-£515	do.
Public Works	Engineer-in-Charge, No. 7 Pumping Station, Country Town Water Supply Branch, Engineering Division (Item 768/62) (a) (j)	G-II-5	Margin £785-£839	do.
Mines	Laboratory Assistant, Fuel Technology Division, Government Chemical Laboratories (Item 4313/62) (a) (c)	G-X	53%—Margin £371 (15 years)	do.
Audit	Inspector, Grade 2 (Item 320/62) (b)	C-II-8/9	Margin £1163-£1325	15th February
Treasury	Clerk (Salaries and Staff), General Section, Accounts Branch (Item 98/62)	C-II-3	Margin £569-£623	do.
Public Works	Clerk (Merredin), Northam Water Supply, District Offices, Accounting Division (Item 641/62) (a)	C-IV	Margin £155-£371	do.
Do.	District Architect (North) District Services Section, Architectural Division (Item 1221/62)	P-I-1	Margin £1599-£1657	do.
Do.	Architect, Grade 2, Architectural Division (Item 1075/62)	P-II-8/9	Margin £1163-£1325	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) Junior Certificate including English, Maths A and B, with Science subjects desirable. Experience in laboratory maintenance and some mechanical skill an advantage.

(j) Plus £160 p.a. Special Allowance, free fuel and water.

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.

1st February, 1963.

Public Service Commissioner's Office,
Perth, 30th January, 1963.

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

Ex. Co. 116, P.S.C. 718/62—D. P. Manea, Clerk, Bunbury, to be Relieving Clerk of Courts, C-II-3/4, Court Offices, Crown Law Department, as from 7th December, 1962.

Ex. Co. 13, P.S.C. 757/62—Cashier, Kalgoorlie Water Supply Office, Accounting Division, Public Works Department, to be Clerk, C-II-2, Inspection Branch, Local Government Department, as from 4th January, 1963.

Ex. Co. 116, P.S.C. 706/62—T. W. Ockerby, Clerk, Accounts Branch, Chief Secretary's Department, to be Clerk, C-II-1, Records Branch, Forests Department, as from 7th December, 1962.

Ex. Co. 116, P.S.C. 707/62—H. K. Wrangmore, Clerk, Finance Section, to be Inspector (Hospital Accounts), C-II-4/5, General Section, Medical Department, as from 7th December, 1962.

Ex. Co. 16, P.S.C. 794/62—R. M. Hillman, Principal Assistant, Construction Branch, to be Deputy Chief Engineer, P.S.-£3,298, Engineering Division, Metropolitan Water Supply Department, as from 16th January, 1963.

Ex. Co. 13, P.S.C. 720/62—J. G. R. Laidley, Collector, to be Clerk, C-II-1, Accounts Branch, State Housing Commission, as from 7th December, 1962.

Ex. Co. 13, P.S.C. 736/62—H. C. Walker, Clerk, General Section, to be Senior Clerk (Schedules), C-II-3, Accounts Branch, Treasury Department, as from 21st December, 1962.

Ex. Co. 13, P.S.C. 658/62—J. W. Rowse, Chief Clerk, Clerical Branch, to be Assistant Administrative Officer, C-II-9, Administrative Branch, Department of Agriculture, as from 2nd November, 1962.

Ex. Co. 13, P.S.C. 704/62—A. M. Elliss, Senior Clerk, Applications and Enquiries Section, Accounting Division, Metropolitan Water Supply Department, to be Clerk-in-Charge, C-II-4, Geraldton Water Supply, Accounting Division, Public Works Department, as from 30th November, 1962.

Ex. Co. 13, P.S.C. 746/62—P. V. Gibsone, Assistant District Officer (Harvey), to be District Officer (Waroona), G-II-5, Engineering Division, Public Works Department, as from 28th December, 1962.

Ex. Co. 13, P.S.C. 731/62—W. J. Heron, Auditor and Inspector, Grade 1, to be Senior Auditor and Inspector, C-II-8, Inspection Branch, Local Government Department, as from 21st December, 1962.

Ex. Co. 13, P.S.C. 522/62—T. J. Ellis, Clerk, Tourist Bureau, to be Tourist Officer (Sydney), C-II-1, Tourist Development Authority, Premier's Department, as from 10th August, 1962.

Ex. Co. 116, P.S.C. 649/62—K. N. W. Digby, Clerk-in-Charge, Projects and Statistics Section, to be Clerk-in-Charge, C-II-6, Architectural Division, State Housing Commission, as from 26th October, 1962.

Ex. Co. 13, P.S.C. 722/62—L. T. Pusey, Clerk, Accounts Branch, Lands and Surveys Department, to be Clerk (Allowances and Advertising), C-II-3, Accounts Branch, Treasury Department, as from 7th December, 1962.

Ex. Co. 13, P.S.C. 656/62—E. B. B. Parker, Assistant District Welfare Officer, Field Division, Native Welfare Department, to be District Officer, G-II-3/4, Field Division, Child Welfare Department, as from 2nd November, 1962.

Ex. Co. 13, P.S.C. 665/62—D. A. Beardman, Clerk, Land Resumption Office, Public Works Department, to be Inspector, C-II-3/4, Trust Section, Public Trust Office, Crown Law Department, as from 2nd November, 1962.

Ex. Co. 13, P.S.C. 720/62—B. J. Bradley, Clerk, Architectural Division, Public Works Department, to be Clerk, C-II-1, Accounts Branch, State Housing Commission, as from 7th December, 1962.

Ex. Co. 13, P.S.C. 741/62—B. B. Phillips, Clerk, Accounting Division, Metropolitan Water Supply Department, to be Clerk, C-II-1/2, Muresk Agricultural College, Department of Agriculture, as from 28th December, 1962.

And has accepted the following resignations:—

Ex. Co.; Name; Department; Date.
 13; M. E. Green; Public Works; 4/1/63.
 116; M. R. McKenzie-Murray; Agriculture; 21/12/62.
 116; I. C. Morgan; Agriculture; 30/11/62.
 13; I. J. Miller; Agriculture; 16/1/63.
 13; H. M. Duffield; Mines; 11/1/63.
 13; N. Soulsby; Agriculture; 11/1/63.
 13; M. E. Coffey; Police; 16/1/63.
 116; R. M. Day; Treasury; 28/12/62.
 116; L. R. Cohen; Child Welfare; 21/12/62.
 13; J. Stewart; Harbour and Light; 4/1/63.

And has approved of the following retirement:—

13; F. A. Lockwood; Public Works; 28/12/62.

And has approved of the creation of the following offices:—

Ex. Co. 13—Laboratory Assistant, G-X, Animal Health Laboratory, Animal Division, Department of Agriculture.

Ex. Co. 2029—Engineer, Grade 3, P-II-4/7, Mechanical Services Section, Architectural Division, Public Works Department.

Ex. Co. 2023—Structural Engineer, Grade 3, P-II-4/7, Architectural and Structural Design Section, Architectural Division, Public Works Department.

AMENDMENT TO TITLE AND CLASSIFICATION.
 IN accordance with section 69 of the Public Service Act, 1904-1956, notification is given that the title and classification of Item 4107/62, vacant, Firearms Branch, Police Department, have been amended from Clerk-Typist, C-V, to Assistant, G-IX, with effect from the 18th October, 1962.

R. J. BOND,
 Public Service Commissioner.

Crown Law Department,
 Perth, 30th January, 1963.

ACTING under the powers conferred upon him by section 25 of the Licensing Act, 1911-1962, the Hon. Acting Minister for Justice has appointed the days stated opposite the names of the Licensing Courts sitting at the places mentioned set out hereunder as the days for the quarterly sittings of those Courts in lieu of the days previously appointed as from the 17th January, 1963:

Roebourne Licensing Court sitting at Onslow	Wednesday following the second Thursday in the months of March, June, September and December.
Roebourne Licensing Court sitting at Roebourne	Friday following the second Thursday in the months of March, June, September and December.
Pilbara Licensing Court sitting at Port Hedland	Monday following the second Thursday in the months of March, June, September and December.
Pilbara Licensing Court sitting at Marble Bar	Tuesday following the second Thursday in the months of March, June, September and December.

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

Charles James Duke, Doubleview.
 Thomas Robert Mavric, Wyndham.

G. F. MATHEA,
 Acting Under Secretary for Law.

LICENSING ACT, 1911-1961.

Notice of Application for a Publican's General License.

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

I, JOSEPH WILLIAM PLASTO, now residing at Ord Street, Geraldton, in the said District of Geraldton, do hereby give notice that it is my intention to apply at the next Quarterly Sitting of the Licensing Court for this District, for a Publican's General License for the sale of Liquor in the premises belonging to Marquis Motel (Geraldton) Pty. Ltd. and erected upon lot 24 on Diagram 25420 and being the whole of the land the subject of Certificate of Title Volume 1018, folio 966, bounded by North-West Coastal Highway, Ord Street, George Road and Mabel Street, Geraldton.

Dated the 30th day of January, 1963.

J. W. PLASTO,
 Signature of Applicant.

Lavan & Walsh, Solicitors, 23 Barrack Street, Perth.

ELECTORAL ACT, 1907-1962.

Electoral Department,
 Perth, 24th 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 Denis Peter Manea as substitute to discharge the duties of Electoral Registrar for the Collie Electoral District, as from the 25th February, 1963, during the absence of Mr. A. L. Owens on sick leave.

G. F. MATHEA,
 Chief Electoral Officer.

ELECTORAL ACT, 1907-1962.

Electoral Department,
 Perth, 29th 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 Jack Raymond Cockran as substitute to discharge the duties of Electoral Registrar for the Central, North-East, South-East, South-West and Suburban Electoral Provinces, as from the 29th January, 1963, during the absence of Mr. R. C. Alderson on other duties.

G. F. MATHEA,
 Chief Electoral Officer.

MARKETING OF BARLEY ACT, 1946-1955.

Western Australian Barley Marketing Board.

Election.

To Producers.

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

Election Day—Monday, 13th May, 1963.

Nominations will close with the Returning Officer, State Electoral Department, 54 Barrack Street, Perth, at noon on Monday, 15th April, 1963. Each nomination must be lodged in writing on the prescribed form, and shall be signed by the candidate himself and also by a proposer and seconder, all of whom shall be persons enrolled on the Electoral Roll of producers to be used at this election.

D. L. FORSYTH,
 Returning Officer.

c/o. State Electoral Department,
 54 Barrack Street, Perth.
 31st January, 1963.

HOSPITALS ACT, 1927-1955.

Medical Department,
Perth, 16th January, 1963.

M. 5023/62.

HIS Excellency the Governor in Council has appointed the following to be members of the Board of Management of the Perth Chest Hospital for the period ending 31st December, 1963:—

Mr. F. T. Burt, Q.C.
Professor E. G. Saint.
Mr. Hector H. Stewart.
Dr. H. R. Elphick.
Commissioner of Public Health (Dr. L. Henzell)
or his deputy.
Under Secretary for Health (Dr. J. J. Devereux)
or his deputy.

And has also appointed—

- (1) Dr. R. B. Lefroy, during the absence on sabbatical leave of Professor E. G. Saint.
- (2) Dr. J. T. Smyth, during the absence on leave of Dr. H. R. Elphick.

J. DEVEREUX,
Under Secretary.

NATIVES (CITIZENSHIP RIGHTS) BOARD.

Department of Native Welfare,
Perth, 24th January, 1963.

IT is hereby notified that His Excellency the Governor in Council has approved pursuant to section 3A of the Natives (Citizenship Rights) Act, 1944-1951, of the cancellation of the Natives (Citizenship Rights) Board, previously constituted and published in the *Government Gazette*, for the North Fremantle Municipal District.

F. E. GARE,
Commissioner of Native Welfare.

FAUNA PROTECTION ACT, 1950-1954.
(Section 7.)

Fisheries Department,
Perth.

IT is hereby gazetted for general information that the Hon. Minister for Fisheries has accepted the resignation and cancelled the appointment of the following person as an Honorary Warden of Fauna:

Mr. O. G. Quartermaine, 149 Shenton Street,
Geraldton.

A. J. FRASER,
Chief Warden of Fauna.

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.

KWINANA—(A), C. 210, 31.9 p., £380.

8th February, 1963, at 3.30 p.m., at Lands Department, Perth.

(A) Residential 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.

Milloy, J.; 347/13677; Victoria Location 10283; non-compliance with conditions; 600/61; 126B/40, 126C/40, EF2 and EF3.

Mycok, W. J.; 347/14080; Williams Location 14309; non-compliance with conditions; 3066/60; 386/80, F3.

Nairn, C. R. P.; 347/14169; Victoria Location 10183; non-compliance with conditions; 2295/61; 127/80, A3 and 4.
Noakes, H. L.; 332/1212; Sussex Location 2712; non-payment of rent; 5550/26; 440D/40, B3.
Pellicano, A.; 347/14065; Wellington Location 4701; non-compliance with conditions; 3914/59; 383A/40, B2.

AMENDMENT OF RESERVE.

Department of Lands and Surveys,
Perth, 1st February, 1963.

Corres. 3792/50.

HIS Excellency the Governor in Executive Council has been pleased to approve, under section 37 of the Land Act, 1933-1962, of the amendment of the boundaries of Reserve No. 23321 (Sussex Locations 3982 and 3983) "Public Utility," to exclude Sussex Location 3982; and of its area being reduced to about 68 acres accordingly. (Plan 413C/40, DE3.)

The notice published in the *Government Gazette* of the 25th January, 1963, is hereby superseded.

F. C. SMITH,
Under Secretary for Lands.

APPLICATIONS FOR LEASING.

Portion of Piawaning Townsite.

Under Section 117 of the Land Act, 1933-1962.

WEDNESDAY, 20th FEBRUARY, 1963.

Corres. 5674/51. (Plan Piawaning Townsite.)

APPLICATIONS are invited for the leasing of that portion of Piawaning Townsite described in the undermentioned schedule for Cropping and Grazing purposes for a period of one year, renewable at the will of the Minister for Lands and determinable at three months' notice by either party after the initial term of one year, at an annual rental of £10 and subject to the following conditions:—

- (a) The lessee shall pay the requisite survey fee if called upon to do so.
- (b) Compensation will not be payable for improvements effected by the lessee and existing at the expiration or earlier determination of the lease.

Applications will be received up to 3.30 p.m. on Wednesday, 20th February, 1963, and must be accompanied by one year's rental plus £1 fee.

Schedule.

That portion of Piawaning Townsite containing about 73 acres 3 roods bounded on the north by a line three chains south of and parallel to the northern boundary of the townsite; on the west by part of the western boundary of the townsite; on the south by lots 40, 42 and 43 and on the east by the prolongation north of the eastern boundary of lot 43.

F. C. SMITH,
Under Secretary for Lands.

Department of Lands and Surveys,
Perth, 1st February, 1963.

LAND OPEN FOR PASTORAL LEASING.

Under Part VI of the Land Act, 1933-1962.

WEDNESDAY, 27th FEBRUARY, 1963.

North-West Division—Kyarra District.

Corres. 3204/97, Vol. 2. (Plan 466/80, B3.)

IT is notified for general information that the area of 5,000 acres (formerly Common Reserve No. 4719 at Nannine) is available for Pastoral leasing at a commencing annual rental of 10s. per 1,000 acres.

Applications, accompanied by a deposit of £2 5s., being one-half year's rental plus £1 fee, must be lodged in this office on or before the 27th February, 1963.

Subject to payment for improvements, if any.

F. C. SMITH,
Under Secretary for Lands.
Department of Lands and Surveys,
Perth, 25th January, 1963.

LAND OPEN FOR SELECTION

Perth Land Agency

Department of Lands and Surveys,
Perth, 1st February, 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, 20TH FEBRUARY, 1963

SCHEDULE I

Location	Area	Price per Acre	Plan	Corres.	Classification	Deposit Required
Melbourne 3607 (a)	a. r. p. 3,188 2 5	s. d. 4 6	63/80 A. B. 2, 3	2511/61	16 miles south-west of Watheroo 655	£ s. d. 4 16 0
Victoria 5211, 5212, 10689, (being the northern severance of Loc. 8577) 10690 (being the south-western severance of Loc. 8443) (a) (b)	3,301 3 37	3 0 (ex Survey fee)	190/80 A. B. 3	927/41	32 miles north-east of Yuna	4 16 0

SCHEDULE II

District	Description	Plan	Corres. No.	Deposit Required
Williams (10 miles east of Dudinin) (a) (c) (d)	The area of land including Williams Locations 13495 and 14274, comprising about 4,650 acres and bounded on the west and north by Locations 11057, 12974, 15056, 14174 and 10197; on the east and south by Locations 15289, 10194, 11791, 12899, 9958, 9957, 9955, 9954 and 9956	386/80 E. F. 1, 2	3053/61	£ s. d. 44 3 9

(a) Subject to mining conditions.

(b) Subject to payment for improvements.

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

(d) Subject to special protection of any mallet timber.

F. C. SMITH,
Under Secretary for Lands.

LOCAL GOVERNMENT ACT, 1960-1962.

Department of Lands and Surveys,
Perth, 1st February, 1963.

IT is hereby declared that, pursuant to the resolution of the Shire of Chittering passed at a meeting of the Council held at BINDOON on or about 10th February, 1961, the undermentioned lands have been set apart, taken, or resumed under section 17 of the Public Works Act, 1902-1961, for the purpose of a new road, that is to say:—

Chittering.

L. and S. 624/61 (MR.128), M.R.D. 270/58.

Road No. 2062 (widening of parts). That portion of land the subject of Land Titles Office Plan 4216 and that portion of Reserve 11604 as delineated and coloured dark brown on Original Plan 9128. 6.2 perches being resumed from the land the subject of Land Titles Office Plan 4216 and vested under Act 24 of 1919. (Notice of intention to resume gazetted 2nd February, 1962.) The area of Reserve 11604 is hereby reduced by 2.1 perches. (Public Plan Wannamal.)

And whereas His Excellency the Governor has declared that the said lands have been set apart, taken, or resumed for the purpose of the said road, and that plans of the said lands might be inspected

at the Department of Lands and Surveys, Perth, it is hereby notified that the line of communication described above is a road within the meaning of the Local Government Act, 1960, subject to the provisions of the said Act.

Dated this 30th day of January, 1963.

By Order of His Excellency the Governor,

STEWART BOVELL,
Minister for Lands.

STATE HOUSING ACT, 1946-1961.

Forfeitures of Leases.

THE undermentioned Crown Leases under the provisions of Part V of the State Housing Act have been forfeited for the breach of a covenant contained in the said leases.

Lease; Lessee; Land.

Crown Lease 17/1957; Desmond Sydney John Cooper, of Balingup, Dairy Farmer; Nelson Lot 12405.

Crown Lease 188/1956; Ernest Arthur Wood, of Muir Street, Manjimup, Bread Carter; Manjimup Lot 543.

A. D. HYNAM,
Manager, The State Housing Commission.

BUSH FIRES ACT, 1954-1958.

Appointment of Bush Fire Control Officers.

Bush Fires Board,
East Perth, 30th 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:—

Albany: E. J. Warren.
Augusta-Margaret River: C. A. Summerfield.
Busselton—P. Trigwell.
Harvey: R. McCallum and A. W. Reading.

The following appointments have been cancelled:—

Albany: R. J. Hoffman.
Busselton: I. E. Attwood.

A. SUTHERLAND,
Secretary, Bush Fires Board.

BUSH FIRES ACT, 1954-1958.

(Section 17 (3).)

Suspension of Prohibited Burning Time.

Bush Fires Board,
East Perth, 30th January, 1963.

Corres. 518.

IT is hereby notified that the Hon. Minister for Lands has approved of the suspension of the prohibited burning time declared for the Town of Albany so far as the declaration relates to Plantagenet Location 2.

The suspension is granted to allow employees of the Albany Superphosphate Company Proprietary Limited to burn waste bags and is subject to compliance by the company with any conditions imposed by the Albany Town Council or its representative.

All relevant provisions of the Act must be complied with.

A. SUTHERLAND,
Secretary, Bush Fires Board.

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.

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.

Purchase and Removal—Improvements No. 2414 Albany Highway, Gosnells (Lot 1039) (15106); 5th February, 1963; conditions are now available at the Contractors' Room, P.W.D., Perth.

Purchase and Removal—Improvements No. 4 Stephen Street and Nos. 23 and 25 Attfield Street, Fremantle (15105); 5th February, 1963; conditions are now available at the Contractors' Room, P.W.D., Perth.

Purchase and Removal—No. 198, Mills Street, Welshpool (Lots 64 and 65) (15104); 5th February, 1963; conditions are now available at the Contractors' Room, P.W.D., Perth.

Purchase and Removal of Improvements, No. 2430 Albany Highway, Gosnells, Part Lot 1043 (15100); 5th February, 1963; conditions are now available at the Contractors' Room, P.W.D., Perth.

Byford School and Quarters—Repairs and Renovations 1963 (15099); 12th February, 1963; conditions are now available at the Contractors' Room, P.W.D., Perth.

Caversham School and Quarters—Repairs and Renovations (15096); 12th February, 1963; conditions are now available at the Contractors' Room, P.W.D., Perth.

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.

Bunbury Court House—Additions (15101); 19th February, 1963; conditions are now available at the Contractors' Room, P.W.D., Perth and Bunbury.

Busselton School—Repairs and Renovations (15102); 19th February, 1963; conditions are now available at the Contractors' Room, P.W.D., Perth, Busselton and Bunbury.

Geraldton High School—Caretaker's Quarters—Repairs and Renovations (15095); 19th February, 1963; conditions are now available at the Contractors' Room, P.W.D., Perth and Geraldton.

Meekatharra Police Quarters (2)—Repairs and Renovations (15097); 19th February, 1963; conditions of contract, specifications and drawings are now available at the Contractors' Room, P.W.D., Perth, Geraldton and Police Station, Meekatharra.

Mt. Magnet School and Quarters—Repairs and Renovations (15094); 19th February, 1963; conditions are now available at the Contractors' Room, P.W.D., Perth, Geraldton and Mt. Magnet.

Narrogin Main Roads Department—New Laboratory and Amenities Block (15061); 19th February, 1963; conditions are now available at the Contractors' Room, P.W.D., Perth.

Northampton School—Repairs and Renovations (15103); 19th February, 1963; conditions are now available at the Contractors' Room, P.W.D., Perth and Geraldton, and Police Station, Northampton.

Wannamal School Septic Tank Installation (15098); 19th February, 1963; conditions are now available at the Contractors' Room, P.W.D., Perth, and at Gingin Police Station and Chittering Shire Council.

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.

1st February, 1963.

METROPOLITAN WATER SUPPLY, SEWERAGE AND DRAINAGE DEPARTMENT.

M.W.S. 684718/61.

IN accordance with the provisions of the Metropolitan Water Supply, Sewerage and Drainage Act, 1909-1960, it is hereby notified that sewers and other apparatus have been completed, and are now available for use in extension to Reticulation Area No. 23, Perth, within the boundaries of City of Perth, to serve Perth Town Lot 760, St. George's Terrace, and Perth Town Lot 761, St. George's Terrace, corner of Barrack Street.

The owners of the abovementioned properties are hereby notified that such properties are capable of being connected to the sewer and are required, therefore, to connect their premises to the sewers within 30 days from date of service of prescribed

notice; and are also notified that sewerage rates will, in accordance with the by-laws, be enforced from 1st May, 1963, if premises not previously connected, and be payable in advance. If premises are connected prior to 1st May, 1963, rates will be charged from date of connection.

A plan of the works to be carried out at each property must first be obtained from the Department.

Dated this 1st day of February, 1963, at the office of the Department, St. George's Place, Perth.

G. SAMUEL,
Under Secretary.

METROPOLITAN WATER SUPPLY, SEWERAGE AND DRAINAGE DEPARTMENT.

M.W.S. 526244/61.

LICENSED Sanitary Plumbers are hereby notified that the Hon. Minister for Water Supply, Sewerage and Drainage has approved of the issue of a certificate under by-law 58 to the following Working Plumbers to permit them to carry out actual plumbing work under the direction of Licensed Sanitary Plumbers in connection with sewerage installations:—

Goodman, R.	Sutherland, N. G.
Thrush, E. V.	Kelly, J. J.
Evans, B. J.	Beech, L. G. D.
Nisbet, W. M.	Yates, T. A.
Cusack, E. R.	Reid, D. J. C.
Currie, R.	Plunkett, H. F.
Hudson, F.	Cicchini, A.
Locatori, P.	Durie, W. H.
Jamieson, R. L.	Denwood, H.
Hazeldean, T.	Sunley, J. A.
Marshall, T. D.	Baird, J. W.
Wills, E. J. L.	Cusack, M. J.
Bond, W.	Elliss, G. L.
Blake, P.	Fowler, J. T.
Swann, J. R.	Parsons, B. R.
Mearns, B. B.	Penman, M. J.
Ashling, W. C.	Ryding, N. W.
Owen, L. H.	Tough, C. J.
Kirwan, R. J.	Watterston, R. W.
Saraceni, L. C.	Wood, J. R.
Hollensen, A. A.	

Licensed Sanitary Plumbers are required, in compliance with by-law 58, to employ only men under their direction in connection with sewerage installations who are in possession of a working plumber's certificate issued under such by-laws.

G. SAMUEL,
Under Secretary.

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, 1909-1962, that water mains have been laid in the undermentioned streets in the districts indicated.

City of Nedlands.

859539/62—Robert Street, from Watkins Road to Phillip Road—southerly.

City of Perth.

858572/62—West Coast Highway, from Bodmin Road to lot 392—south-easterly.

Cities of Perth and Subiaco.

849139/62—Winthrop Avenue, from lot 35 to Hardy Street—northerly.

Town of Melville.

865818/62—Coomoora Road, from lot 132 to lot 131—westerly.

Town of Midland.

843070/62—The Crescent, from lot 39 to part lot 2—north-easterly. Cooper Street, from The Crescent to lot 8—northerly.

Shire of Bayswater.

865293/62—Fitzgerald Street, from lot 6 to lot 10—easterly.

Shire of Cockburn.

870199/62—Henderson Road, from 42-inch S. Main to lot 18—northerly.

Shire of Perth.

873357/62—Mileto Street, from Drainage Reserve to lot 50—south-easterly.

849629/62—Riley Street, from lot 2 to lot 4—westerly.

871687/62—Riley Street, from lot 252 to lot 6—westerly.

873351/62—Mirrabooka Avenue, from Winchelsea Road to Robertsbridge Road—north-easterly. Robertsbridge Road, from Winchelsea Road to Mirrabooka Avenue—easterly. Eastdene Circle Nth., from Eastdene Circle W. to Eastdene Circle E.—easterly. Eastdene Circle Sth., from Eastdene Circle W. to Eastdene Circle E.—easterly. Eastdene Circle E., from Eastdene Circle Sth. to Eastdene Circle Nth.—northerly. Eastdene Circle W., from Eastdene Circle Nth. to Eastdene Circle Sth.—southerly. Rother Place, from Robertsbridge Road to Eastdene Circle Sth.—northerly. Hailsham Road, from Robertsbridge Road to Medhurst Crescent—south-easterly. Medhurst Crescent, from Winchelsea Road to Robertsbridge Road—north-easterly. Tetworth Crescent, from Winchelsea Road to Robertsbridge Road—north-easterly. Birwash Place, from Medhurst Crescent to Tetworth Crescent—south-easterly.

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

Dated this 1st day of February, 1963.

G. SAMUEL,
Under Secretary.

WATER BOARDS ACT, 1904.
(Section 79.)

Dunsborough Water Board.

NOTICE is hereby given that the Rate Book for the Dunsborough Water Board has been made up for the year ending 31st December, 1963, and may be inspected by ratepayers during ordinary office hours.

(Section 94.)

NOTICE is hereby given that under powers conferred by the above Act, the Dunsborough Water Board has ordered a rate of two shillings (2s.) in the £ to be made and levied for the year ending 31st December, 1963, upon all rateable land as shown by the rate book and such rate is payable forthwith.

A memorandum to this effect has been duly entered in the rate book and signed.

Dated at Busselton this 29th day of January, 1963.

F. H. JOLLIFFE,
Chairman.

P.W. 896/56 ; Ex. Co. No. 2544

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

LAND RESUMPTION

Perth-Kwinana Controlled Access Road—(High Road to Leeming Road Section)

NOTICE is hereby given, and it is hereby declared, that the piece or parcel of land described in the Schedule hereto—being all in the Jandakot Agricultural Area have, in pursuance of the written approval and consent of His Excellency the Governor, acting by and with the advice of the Executive Council, dated the 20th day of December, 1962, been set apart, taken, or resumed for the purposes of the following public work, namely :—Perth-Kwinana Controlled Access Road (High Road to Leeming Road Section).

And further notice is hereby given that the said piece or parcel of land so set apart, taken, or resumed is marked off and more particularly described on Plan, P.W.D., W.A. 39871, which may be inspected at the Office of the Minister for Works, Perth.

And it is hereby directed that the said land shall vest in Her Majesty for an estate in fee simple in possession for the public work herein expressed, freed and discharged from all trusts, mortgages, charges, obligations, estates, interests, rights-of-way or other easements whatsoever.

SCHEDULE

No. on Plan P.W.D., W.A., No. 39871	Owner or Reputed Owner	Description	Area
....	Warwick Pty. Ltd.	Portion of Jandakot Agricultural Area Lot 171, being that part comprised in L.T.O. Plan 6977 (Certificate of Title Volume 1220, Folio 195)	a. r. p. 3 1 32

Certified correct this 11th day of December, 1962.

G. P. WILD,
Minister for Works.

CHARLES GAIRDNER,
Governor in Executive Council.

Dated this 20th day of December, 1962.

P.W. 312/61

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

NOTICE OF INTENTION TO RESUME LAND

Shire of Perenjori—Gravel Reserve

THE Minister for Works hereby gives notice, in accordance with the provisions of section 17 (2) of the Public Works Act, 1902-1956, that it is intended to take or resume, under section 17 (1) of that Act, the piece or parcel of land described in the Schedule hereto, and being in the Victoria District, for the purpose of the following public work, namely, Shire of Perenjori—Gravel Reserve, and that the said piece or parcel of land is marked off on Plan P.W.D., W.A. 38863, which may be inspected at the Office of the Minister for Works, Perth.

SCHEDULE

No.	Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area (approx.)
....	Joseph James O'Dea	J. J. O'Dea	Portion of Victoria Location 4736, being part of the land contained in Certificate of Title Volume 1208, Folio 664	a. r. p. 10 0 0

Dated this 22nd day of January, 1963.

G. P. WILD,
Minister for Works.

P.W.W.S. 712/62

Public Works Act, 1902-1961

NOTICE OF INTENTION TO RESUME LAND

Town Water Supply—Balingup

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 piece or parcel of land described in the Schedule hereto, and being all in the Nelson District, for the purpose of the following public work, namely, Town Water Supply—Balingup, and that the said piece or parcel of land is marked off on Plan P.W.D., W.A. 40158, which may be inspected at the Office of the Minister for Works, Perth.

SCHEDULE

No.	Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area (approx.)
1	Jean Barbara Goyder and David John Barr Goyder	J. B. Goyder and D. J. B. Goyder	Portion of Nelson Location 6366 (Certificate of Title Volume 1117, Folio 389)	a. r. p. 13 2 0

Dated this 31st day of January, 1963.

G. P. WILD,
Minister for Works.

M.R.D. 135/62

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 piece or parcel of land described in the Schedule hereto, and being in the Preston A.A. District, for the purpose of the following public work, namely, widening Armadale-Pemberton Road, and that the said piece or parcel of land is marked off on Plan M.R.D., W.A. 1535, 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	Mary Licciardello	M. Licciardello	Portion of Preston A.A. Lot 346 (Certificate of Title Volume 1029, Folio 916)	a. r. p. 0 0 29 (approx.)

Dated this 24th day of January, 1963.

F. PARRICK,
Secretary, Main Roads.

M.R.D. 1511/60

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 piece or parcel of land described in the Schedule hereto, and being all in the Victoria District, for the purpose of the following public work, namely, the Coorow-Greenhead Road, and that the said piece or parcel of land is marked off on Plan M.R.D., W.A. 2700, 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	Eric George Peters	E. G. Peters	Portion of Victoria Location 10252 (Per- petual Lease 1374)	a. r. p. 11 2 11 (approx.)

Dated this 29th day of January, 1963.

F. PARRICK,
Secretary, Main Roads.

M.R.D. 1804/62

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 Wellington District, for the purpose of the following public work, namely, widening Boyup Brook-Dinninup-Arthur Road, and that the said pieces or parcels of land are marked off on Plan M.R.D., W.A. 1745, 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 Henry Limbach and Lorna Limbach	C. H. and L. Limbach	Portion of Wellington Location 2336 and being part of Lot 3 on Plan 5898 (Certificate of Title Volume 1061, Folio 413)	a. r. p. 0 0 3 (approx.)
2	Donald Albert Stewart	D. A. Stewart	Portion of Wellington Location 2336 and being part of Lot 1 on Plan 5898 and Wellington Location 3257 (Certificate of Title Volume 1065, Folio 211)	2 0 11 (approx.)

Item 2 of this notice superseded Item 2 of a notice of Intention to Resume published on page 4154 of the *Government Gazette* of 28th December, 1962.

Dated this 25th day of January, 1963.

F. PARRICK,
Secretary, Main Roads.

M.R.D. 230/53

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 piece or parcel of land described in the Schedule hereto, and being all in the Oldfield District, for the purpose of the following public work, namely, widening Ongerup-Ravensthorpe-Esperance Road, and that the said piece or parcel of land is marked off on Plan M.R.D., W.A. 1818, 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	Lionel Edwin Daw	L. E. Daw	Portion of Oldfield Location 608 (Crown Lease 164/47)	a. r. p. 0 2 33 (approx.)

Dated this 29th day of January, 1963.

F. PARRICK,
Secretary, Main Roads.

L. & S. 2443/04, V. 3, (R99)

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 Kalamunda, under section 17 (1) of that Act, the piece or parcel of land described in the Schedule hereto and being in the Kalamunda Townsite, for Road Purposes, and that the said piece or parcel of land is marked off on Plan L.S., W.A. 1210, which may be inspected at the Office of the Minister for Lands, Perth, and at the Office of the Shire of Kalamunda.

SCHEDULE

Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area
Maxwell Henry Honnor	M. H. Honnor	Portion of Kalamunda Lot 94 and being part of Lot 20 on Diagram 12946 (Certificate of Title Volume 1142, Folio 960)	a. r. p. 0 0 1.8

Dated this 1st day of February, 1963.

F. C. SMITH,
Under Secretary for Lands.

L. & S. 2678/60 (R298)

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 Wongan-Ballidu, under section 17 (1) of that Act, the several pieces or parcels of land described in the Schedule hereto and being all in the Avon District, for Road Purposes, and that the said pieces or parcels of land are marked off on Plans L.S., W.A. 1372, 1373, 1374, 1375, 1465 and 1466, which may be inspected at the Office of the Minister for Lands, Perth, and at the Office of the Shire of Wongan-Ballidu.

SCHEDULE

Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area
Rex William McPharlin	R. W. McPharlin	Portion of Avon Location 8262 (Certificate of Title Volume 1077, Folio 805)	a. r. p. 3 2 36
Willie Edward Charles Stickland	W. E. C. Stickland	Portion of Avon Location 20827 (Crown Lease 248/1951)	0 3 39.4
Clive Stickland	C. Stickland	Portion of Avon Location 16706 (Certificate of Title Volume 1084, Folio 777)	8 1 36
Clive Stickland	C. Stickland	Portion of Avon Location 9973 (Certificate of Title Volume 1126, Folio 362)	2 2 19
Norman Frederick Chester	W. E. Mountjoy	Portion of Avon Location 19439 (Certificate of Title Volume 1039, Folio 839)	0 2 12.7
William Edgar Mountjoy	W. E. Mountjoy	Portion of Avon Location 12781 (Certificate of Title Volume 1022, Folio 126)	2 1 20

Dated this 1st day of February, 1963.

F. C. SMITH,
Under Secretary for Lands.

L. & S. 3392/60 (R237)

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 Carnamah, under section 17 (1) of that Act, the piece or parcel of land described in the Schedule hereto, and being in the Victoria District, for Road Purposes, and that the said piece or parcel of land is marked off on Plan L.S., W.A. 1376, which may be inspected at the Office of the Minister for Lands, Perth, and at the Office of the Shire of Carnamah.

SCHEDULE

Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area
Charles Jackson Backman	C. J. Backman	Portion of Victoria Location 9973 (Perpetual Lease P954)	a. r. p. 21 2 30

Dated this 1st day of February, 1963.

F. C. SMITH,
Under Secretary for Lands.

L. & S. 2268/18 (R268)

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 Murray, under section 17 (1) of that Act, the piece or parcel of land described in the Schedule hereto, and being in the Murray District, for Road Purposes, and that the said piece or parcel of land is marked off on Plan L.S., W.A. 1387, which may be inspected at the Office of the Minister for Lands, Perth, and at the Office of the Shire of Murray.

SCHEDULE

Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area
Henry Walter Vale Nancarrow	H. W. V. Nancarrow	Portion of Murray Location 1429 (Conditional Purchase Lease 347/3420)	a. r. p. 5 1 28

Dated this 1st day of February, 1963.

F. C. SMITH,
Under Secretary for Lands.

L. & S. 10149/97 (R353)

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 Harvey, under section 17 (1) of that Act, the several pieces or parcels of land described in the Schedule hereto, and being all in the Wellington District, for Road Purposes, and that the said pieces or parcels of land are marked off on Plan L.S., W.A. 1433, which may be inspected at the Office of the Minister for Lands, Perth, and at the Office of the Shire of Harvey.

SCHEDULE

Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area
William Roy Travers and Ronald Leslie Travers, Ex- ecutors of the Will of Francis Travers	R. L. Travers 	Portion of Wellington Location 1 and being part of Lot 13 the subject of Plan 6859 (Certificate of Title Volume 1262, Folio 219)	a. r. p. 6 0 5
Robert Bingham Clifton 	R. B. Clifton.... 	Portion of Wellington Location 1 and being part of the land on Diagram 984 (Certificate of Title Volume 1192, Folio 127)	0 0 4

Dated this 1st day of February, 1963.

F. C. SMITH,
Under Secretary for Lands.

L. & S. 462/61 (R344)

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 Geraldton-Greenough, 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. 1421, 1422, 1423 and 1424, which may be inspected at the Office of the Minister for Lands, Perth, and at the Office of the Shire of Geraldton-Greenough.

SCHEDULE

Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area
Albert Thomas Gaskin 	A. T. and J. M. Gaskin 	Portion of Victoria Location 9817 (Crown Lease 277/1952)	a. r. p. 0 0 3.7
Frank Bridgman Smith 	F. B. Smith 	Portion of Victoria Location 9818 (Crown Lease 130/1955)	1 1 18
Thomas Walter Levett 	H. J. and R. C. Levett 	Portion of Victoria Location 1853 (Certificate of Title Volume 1234, Folio 398)	0 1 32.4
Thomas Walter Levett 	T. Levett 	Portion of Victoria Location 994 (Certificate of Title Volume 1116, Folio 172)	0 0 30.1
Hugh James Levett and Robert Clair Levett	H. J. and R. C. Levett 	Portion of Victoria Location 2483 (Certificate of Title Volume 1234, Folio 395)	0 0 16

Dated this 1st day of February, 1963.

F. C. SMITH,
Under Secretary for Lands.

SHIRE OF MULLEWA.

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

Receipts		£	s.	d.
Rates	.....	15,055	6	4
Payment in lieu of Rates	.....	219	10	0
Licenses (L.G.A.)	.....	35	6	0
Licenses (Traffic)	.....	10,321	19	4
Main Roads Department	.....	11,368	11	7
Matching Moneys—				
Contribution	.....	2,500	0	0
Subsidy	.....	1,875	0	0
Income from Property	.....	985	6	8
Sanitation Charges	.....	537	2	5
Cemetery Receipts	.....	32	0	0
Vermin Receipts	.....	383	7	6
Plates and Discs	.....	161	8	0
All other Receipts	.....	22,196	6	2
		£65,671	4	0

Payments		£	s.	d.
Administration—				
Staff	.....	4,744	17	9
Membership	.....	606	4	11
Debt Service—Loans	.....	3,985	4	6
Interest on Overdraft	.....	43	0	0
Works and Services	.....	8,515	11	9
Buildings—Construction, Maintenance and Improvements	.....	1,636	4	10
Health Services—Inspector, Sanitation Charges	.....	1,875	7	5
Infectious Diseases	.....	25	13	1
Vermin Services	.....	1,100	3	7
Bush Fire Control	.....	56	5	0
Traffic Control—Inspector	.....	324	4	11
Cemeteries	.....	19	7	11
Public Works Overhead	.....	2,139	13	6
Plant Machinery Tools	.....	2,838	13	11
Operation Costs	.....	4,362	7	5
C.R.T.F. Matching Money Contribution	.....	4,018	6	5
C.R.T.F.—Road Construction	.....	4,375	0	0
Donations and Grants	.....	88	18	6
All other Works and Services	.....	22	0	0
Purchase Materials	.....	814	13	2
All other Expenditure	.....	25,597	5	7
		£67,189	3	8

SUMMARY

	£	s.	d.	£	s.	d.
Debit Balance at Bank 1st July, 1961	.....			1,667	6	8
Plus Transfer to Trust Fund	.....	97	9	1		
Plus Transfer to Loan Capital	.....	9	18	0		
				1,774	13	9
Plus Payments per Statement	.....			67,189	3	8
				68,963	17	5
Less Receipts per Statement	.....			65,671	4	0
Debit Balance at 30th June, 1962	.....			£3,292	13	5

BALANCE SHEET AS AT 30th JUNE, 1962

Assets		£	s.	d.	£	s.	d.
Current Assets—							
Loan Capital	.....				7,985	4	6
Payment to C.R.T.F.	.....	4,018	6	5			
Prepayments	.....	246	10	6			
Sundry Debtors—							
Rates	.....	894	19	1			
Sanitation	.....	76	18	3			
Property Income	.....	45	7	6			
Department of Agriculture	.....	183	17	0			
Sundry	.....	393	11	1			
Septic Installations	.....	591	0	0			
Stock on Hand	.....	222	5	7			
					6,677	15	5
Deferred Assets—							
Deposits	.....	20	0	0			
Bowling Club—Debtor re Loan 17	.....	8,000	0	0			
					8,020	0	0
Fixed Assets—							
Buildings	.....	19,586	4	5			
Furniture and Equipment	.....	1,426	3	4			
Machinery and Plant	.....	32,641	18	6			
Tools	.....	186	10	5			
Health, Vermin, Cemetery Assets	.....	267	12	6			
Fire Fighting Equipment and Shed	.....	2,500	0	0			
Less Depreciation	.....	4,149	16	11			
					52,458	12	3
Total Assets	.....				£75,141	12	2
Liabilities							
Current Liabilities—							
Bank Overdraft	.....	3,292	13	5			
Sundry Creditors	.....	838	4	2			
					4,130	17	7
Deferred Liabilities—							
Loan Liability	.....				25,143	7	2
Time Payment Contracts	.....				1,691	19	6
Total Liabilities	.....				£30,966	4	3

SHIRE OF LEONORA.

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

Receipts		£	s.	d.
Rates	.....	4,090	10	5
Licenses	.....	4,731	5	1
Government Recoups	.....	11,844	3	8
Income Property	.....	865	17	5
Sanitation	.....	526	18	2
Fines—Penalties	.....	126	7	0
Cemetery	.....	604	2	6
Vermin	.....	58	10	6
Traffic	.....	81	6	6
Sale of Scrap	.....	39	13	9
Sale Rubbish Bin	.....	13	9	0
Transfers	.....	2,544	7	0
Trading Concern	.....	13,260	9	10
Bank Interest	.....	8	2	6
Miscellaneous	.....	1,099	1	0
		£39,894	4	4

Payments		£	s.	d.
Administration	.....	2,384	19	11
Member Section	.....	307	3	5
Loans Interest	.....	591	16	1
Loans Principal	.....	1,495	1	4
Public Works—Services	.....	7,053	10	8
Building Construction	.....	2,218	1	11
Building Maintenance	.....	288	13	5
Street Trees	.....	40	0	0
Pound—Aerodrome	.....	17	4	2
Furniture	.....	130	3	2
Health Expense	.....	341	0	6
Vermin Recoups	.....	96	13	0
Vermin Unrecouped	.....	168	0	0
Traffic Control	.....	226	3	4
Cemetery	.....	600	19	1
Public Works Overhead	.....	1,008	10	1
Operating Costs	.....	5,984	3	4
Matching Moneys	.....	1,901	3	8
Statutory Payments	.....	194	13	0
Trading Account Costs	.....	14,125	18	2
Legal Costs	.....	21	10	0
Miscellaneous	.....	137	15	9
Private Works	.....	446	17	3
Private Septics	.....	334	10	0
Loan No. 4	.....	1,472	7	0
Tools	.....	36	8	11
		£41,623	7	2

SUMMARY

	£	s.	d.	£	s.	d.
Bank Balance 1st July, 1961			980	13	4
Receipts per Statement			39,894	4	4
Payments per Statement			41,623	7	2
Debit Balance 30th June, 1962			£74S	9	6

Electricity Account

STATEMENT OF RECEIPTS AND PAYMENTS

Receipts		£	s.	d.
Credit Balance 1st July, 1962—Bank	.....	3,490	16	3
L.S.L.	.....	1	6	4
Bonds Fixed Deposit	.....	1,000	0	0
Electric Light Sundry Debtors	.....	13,250	6	8
Materials Sold	.....	10	3	2
Interest Long Service Leave	.....	3	0	4
Interest on Bonds	.....	70	0	0
		£17,825	12	9

Payments		£	s.	d.
Administration	.....	2,439	16	8
Generation	.....	6,267	6	0
Transmission	.....	727	2	11
Meters	.....	4	16	0
Plant Maintenance	.....	1,097	5	6
Street Lights	.....	80	3	2
Trans. Improvements	.....	3,010	1	0
Fuel Tank Purchased	.....	132	6	4
Superannuation	.....	80	11	6
Material for Resale	.....	22	6	0
Plant and Tools Purchased	.....	224	18	8
Transfer to Municipal Fund	.....	1,070	0	0
Sundry Debts—Private Works	.....	3	2	8
Refunds S.G.I.O.	.....	86	0	0
Sick Pay	.....	43	16	3
Credit Balance 30th June, 1962—				
Long Service Leave	.....	4	6	8
Bank	.....	2,581	11	8
		2,585	18	4
		£17,825	12	9

BALANCE SHEET AS AT 30th JUNE, 1962

Assets		£	s.	d.	£	s.	d.
Current—							
Cash and Bank Balance—							
Loan Capital	.....	528	14	10			
Trust	.....	3,271	14	6			
					3,800	9	4
Sundry Debtors	.....				3,372	4	8
Materials on Hand	.....				868	19	0
Deferred Assets	.....				3,256	7	9
Fixed Assets—							
Furniture	.....				720	12	0
Plant	.....				10,871	13	0
Tools	.....				213	9	8
Buildings	.....				10,827	5	3
					22,632	19	11
Electric Light Undertaking Investments	.....				7,404	11	3
Total Assets	.....				£41,335	11	11

		<i>Liabilities</i>			
		£	s. d.	£	s. d.
Current—					
Bank Municipal Fund	....	748	9 6		
Outstanding Accounts	....	3,598	3 1		
Trust Fund	....	551	5 1		
				4,897	17 8
Reserve Funds	....			4	5 5
Deferred Liabilities—					
Loan Liability	....			10,305	14 9
Electric Light Bank	....	2,581	11 8		
Health Contracts	....	40	0 0		
				2,621	11 8
				£17,829	9 6

Deferred Assets—			
Tourist Development Authority—Repayment			
Undertaking Loan 122	....		23,938
Sundry Deposits	....		16
Town Planning Schemes	....		30,098
Fixed Assets—			
Freehold Land	....		75,993
Buildings	....	412,481	
Furniture and Equipment	....	52,805	
Machinery and Plant	....	35,097	
Tools	....	21,922	
Motor Vehicles	....	95,107	
		693,405	
Less Depreciation	....	34,417	
			658,988

		£		s. d.	
SUMMARY					
Total Assets	....	41,935	11 11		
Total Liabilities	....	17,829	9 6		
Balance to Municipal Accumulation Account	....	£23,506	2 5		

Other Assets—			
Trust Fund Suspense	....		98
Loan Works Suspense	....		12
			110
Total Assets	....		£1,122,556

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

L. H. WALTON, *President.*
F. J. A. GOULD, *Shire Clerk.*

20th November, 1962.

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

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

		Nearest £	
Liabilities			
Current Liabilities—			
Bank Overdraft—Municipal Fund		17,443
Sundry Creditors		3,819
Trust Funds		103,353
Deferred Liabilities—			
Loan Liability		1,986,113
			£2,110,728

		Nearest £	
SUMMARY			
Total Liabilities		2,110,728
Total Assets		1,122,556
Municipal Accumulation Account, Deficit		£988,172

SHIRE OF PERTH.

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

		Nearest £	
Receipts			
Rates	....		396,315
Licenses	....		89,181
Government and Other Grants and Contributions	....		37,399
Matching Money—C.R.T. Subsidy	....		44,154
Income from Property	....		17,384
Founds	....		232
Sanitation and General Health Charges	....	69,364	
Town Planning—Sale Land/Contributions	....	63,025	
Fines and Penalties	....	735	
All Other Revenue	....	16,765	
Refunds and Sundries	....	20,888	
Total Receipts	....	£755,442	

		Nearest £	
Payments			
Administration—			
Staff Section	....	42,139	
Members Section	....	3,914	
Office Furniture and Plant	....	403	
Debt Service—Loan Repays. (Inc. interest)	....	211,354	
Public Works and Services—Streets, Roads and Bridges, Construction and Maintenance	....	74,612	
Reserves—Construction and Maintenance	....	37,324	
Buildings—Construction, Equipment, Maintenance and Operating	....	46,060	
Town Planning—Charges and Road Construction	....	36,840	
Sanitation and General Health Services	....	80,667	
Bushfire Control—Clearing Firebreaks	....	672	
Overhead Charges—Public Works, Building/Town Planning Control	....	45,084	
Plant, Machinery, Tools, purchased	....	11,625	
Plant Operating Costs—unallocated	....	358	
Matching Money—C.R.T. Subsidy—Road Construction	....	44,154	
Donations and Grants—Statutory	....	23,343	
Land Purchased	....	18,343	
Refunds and Sundries	....	17,057	
Total Payments	....	£693,929	

Municipal Fund

SUMMARY OF RECEIPTS AND PAYMENTS, YEAR ENDED 30th JUNE, 1962

		Nearest £	
Debit Balance at Bank 1st July, 1961	....	78,955	
Payments as per Statement	....	693,929	
		772,884	
Receipts as per Statement	....	755,442	
Debit Balance at Bank 30th June, 1962	....	£17,442	

BALANCE SHEET

		Nearest £		Nearest £	
Assets					
Current Assets—					
Trust Fund—Cash at Bank and Invested Funds	....				103,353
Loan Fund—Cash at Bank and Invested Funds	....				244,481
Stores on Hand	....				2,968
Prepayments	....				27
Sundry Debtors—					
Rates	....	45,758			
Sanitation	....	8,406			
General	....	4,413			
				58,577	

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 £821,292.

Trust Fund

RECEIPTS AND PAYMENTS

		Nearest £	
Receipts			
Interest Bonds—Legacy Porter		112
Proceeds demolition Council Buildings		80
Crossing Fees—Repaid		475
North Beach Bowling Club including interest to 30th June, 1962		5,067
Unclaimed Moneys		57
Sale of Land for Rates		4,569
Hall Hire Deposits		331
Contractors Deposits		2,787
Interest—Staff Savings Group		4
Rates in Suspense		1,028
Deposits—			
Election		65
Appeal Court—Rates		54
Appeal Referees Building		6
Contributions to Works—			
Private Subdividers		47,355
Other Local Authorities		3,208
State Housing Commission		56,274
Loan Agreements S.H.C.		4,710
Refunds (Contra)		36,409
Total Receipts		£162,591

Payments

		Nearest £	
Fund Transfer—Legacy Porter		56
North Beach Bowling Club—Application of Instalment under L/A		1,573
Sale of Land for Rates—Equities, etc.		3,190
Refunds—			
Hall Hire Deposits		281
Contractors Deposits		2,106
Unclaimed Moneys		31
Rates in Suspense		787
Election Deposits		65
Appeal Court Suspense		54
Appeal Buildings		6
Grant—Maylands Youth Group ex. Nat. Youth Subsidy		200
Works Subject to Contribution—			
Subdividers		37,512
Other Authorities		190
S.H.C. Advances		56,428
Loan Funds		2,533
Maintenance etc., Refunds		3,519
Refunds (Contra)		36,409
			£144,940

Trust Fund

SUMMARY RECEIPTS AND PAYMENTS, YEAR ENDED 30th JUNE, 1962

		Nearest £	
Credit Balance at 1st July, 1961		85,702
Add Receipts 1961/62		162,591
			248,293
Less Payments 1961/62		144,940
Credit Balance 30th June, 1962		£103,353

Loan Funds
SUMMARY RECEIPTS AND PAYMENTS, YEAR ENDED
30th JUNE, 1962

	Nearest £
Credit Balance 1st July, 1961	194,982
Add Loans Raised 1961/62	245,600
	440,582
Less Expenditure 1961/62	196,101
Credit Balance 30th June, 1962	£244,481

I notify having examined the books and accounts of the Shire of Perth; also compared the Statements of "Receipts and Payments", "Working Account" and "Balance Sheet", together with supporting statements and found same to be correct in accordance with the Books-Accounts and Documents produced.

R. C. PAUST, A.A.S.A.

Date 11th December, 1962.

The attached Summary of the Annual Financial Statements of the abovenamed Shire have been compiled and duly certified as required under Regulation 41 (3) of the Local Government Act, 1961.

LLOYD KNUCKEY, *Shire Clerk.*
HERBERT R. ROBINSON, *President.*

LOCAL GOVERNMENT ACT, 1962.

Shire of Balingup.

Notice of Intention to Borrow.

Proposed Loan (No. 15) of £3,000.

PURSUANT to section 610 of the Local Government Act, 1962, the Balingup Shire Council gives notice that it proposes to borrow money by the sale of debentures, on the following terms, and for the following purpose: £3,000, for 20 years, with interest not exceeding the rate of £5 10s. per cent. per annum, repayable at the office of the Coal Mine Workers' Pensions Tribunal, Perth, by 40 equal half-yearly payments of principal and interest. Purpose: The purchase of portion of Balingup Town Lot part of location No. 99 and the erection of a house thereon.

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

Dated this 24th day of January, 1963.

D. WAUCHOPE,
President.

L. W. SMITH,
Shire Clerk.

In connection with the above notice, ratepayers are advised that it is expected that rental received from the house will cover approximately £164 of the instalments of principal and interest on the loan, therefore ratepayers will only be called upon to pay the remaining £85 of the instalments of principal and interest on the loan.

L. W. SMITH,
Shire Clerk.

ESPERANCE SHIRE COUNCIL.

Notice of Intention to Borrow.

Proposed Loan (No. 31) of £3,000.

PURSUANT to section 610 of the Local Government Act, 1960, the Esperance Shire Council hereby gives notice of its intention to borrow money, by the sale of debentures, on the following terms and for the following purpose: £3,000, for a period of 15 years, at an interest rate of £5 10s. per cent. per annum, payable at the Bank of New South Wales Savings Bank Limited, Esperance, in 30 half-yearly instalments of principal and interest. Purpose: To build a septic tank toilet block, seal two tennis courts and erect fencing on Reserve 6206, Dempster Street, Esperance.

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

Dated 25th January, 1963.

P. A. CHARSLLEY,
President.

A. J. PEDDER,
Shire Clerk.

LOCAL GOVERNMENT ACT, 1960.

Shire of Busselton.

Notice of Intention to Borrow.

Proposed Loan (No. 49) of £3,000.

PURSUANT to section 610 of the Local Government Act, 1960, the Busselton Shire Council hereby gives notice that it proposes to borrow money on the following terms and for the following purposes: Three thousand pounds (£3,000), for fifteen (15) years, with interest at the rate of £5 10s. per cent. per annum, repayable at the Commonwealth Savings Bank of Australia, Perth, by thirty (30) equal half-yearly instalments of principal and interest. Purpose: Installation of deep drainage in Cammlerli Street, Adelaide Street, Bussell Highway and West Street, within Busselton Townsite.

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

Dated this 29th day of January, 1963.

F. H. JOLLIFFE,
President.

T. McCULLOCH,
Shire Clerk.

LOCAL GOVERNMENT ACT, 1960.

Shire of Murray.

Notice of Intention to Borrow.

Proposed Loan (No. 35) of £1,200.

PURSUANT to section 610 of the Local Government Act, 1960, the Murray 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: £1,200, for a period of 15 years, at a rate of interest not exceeding £5 10s. per cent. per annum, repayable at the Bank of New South Wales, Pinjarra, by 30 equal half-yearly instalments of principal and interest. Purpose: Improvements to Pinjarra Golf Course (Reserve No. 21099).

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

Dated 29th day of January, 1963.

E. C. ATKINS,
President.

J. W. SIBBALD,
Shire Clerk.

Note.—The Pinjarra Golf Club undertakes responsibility for repayment of this loan, and no loan rate will be levied.

LOCAL GOVERNMENT ACT, 1960.

Shire of Three Springs.

Notice of Intention to Borrow.

Proposed Loan (No. 30) of £5,000.

PURSUANT to section 610 of the Local Government Act, 1960, the Three Springs Shire Council hereby gives notice that it proposes to borrow money, by the sale of debentures, on the following terms for the following purpose: £5,000, for 20 years, at a rate of interest not exceeding £5 10s. per cent. per annum, repayable at the State Government Insurance Office, 184 St. George's Terrace, Perth, by forty (40) half-yearly payments being instalments of principal and interest. Purpose: Additions to the sewerage scheme on Loan 29.

Plans, specifications and estimates of cost thereof are open for inspection of ratepayers at the Shire Council office, during the normal business hours, for a period of thirty-five (35) days after the publication of this notice.

The above loan is non-rateable.

Dated this 31st day of January, 1963.

C. E. MALEY,
President.

N. B. KEATING,
Shire Clerk.

SHIRE OF SWAN-GUILDFORD.

NOTICE is hereby given that the Council Depot site situated on portion of Swan Location 13A being lots 49 to 52 (inclusive) has been appointed as a place to which vehicles may be removed, pursuant to the provisions of the Removal and Disposal of Obstructing Animals or Vehicles By-law.

T. J. WILLIAMSON,
Shire Clerk.

LOCAL GOVERNMENT ACT, 1960.

Municipal Elections.

Department of Local Government,
Perth, 30th January, 1963.

IT is hereby notified for general information, in accordance with section 129 of the Local Government Act, 1960, that the following gentlemen have been elected members of the undermentioned municipalities to fill the vacancies shown in the particulars hereunder:—

Date of Election; Member Elected: Surname, Christian Name; Ward; Occupation; How Vacancy Occurred: (a) Effluxion of time, (b) Resignation, (c) Death; Name of Previous Member; Remarks.

Town of Bunbury.

*19/1/63; Wilson, Albert Henry; Mayor; Retired Builder; (b); F. R. Hay.

Town of Melville.

*11/1/63; Kroll, Noel George; Country; Civil Servant; —; increase in membership; unopposed.

*11/1/63; Young, Francis Warick; Mt. Pleasant; Accountant; —; increase in membership; unopposed.

*11/1/63; Carroll, Ronald Francis; Mayor; Company Manager; —; increase in membership; unopposed.

* Denotes extraordinary election.

A. E. WHITE,
Secretary for Local Government.

VERMIN ACT, 1918-1960.

Merredin, Koorda, Mount Marshall, Mukinbudin, Nungarin and Kununoppin-Trayning Vermin Districts.

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 districts shown above for the poisoning of rabbits.

From the publication of this notice until further notice is published, the taking of rabbits or catching by 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 districts 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.

"EFFICIENT" PRIVATE SCHOOLS.

W. A. Education Department.

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

Schools Giving Tuition to Leaving Standard
(any Post Junior Students).

Albany—C.B.C.
Attadale—Santa Maria.
Bedford Park—St. Thomas Aquinas.
Bunbury—St. Joseph's High.
Carmel—W.A. Missionary College.

Claremont—St. Louis.
Claremont—M.L.C.
Claremont—Christ Church.
Coolgardie—St. Anthony's.
Cottesloe—P.L.C.
Dongara—D.L.C.
Doubleview—Siena Dom.
Floreat Park—Brigidine Sec.
Fremantle—C.B.C.
Fremantle—St. Joseph's College.
Fremantle—Sacred Heart High.
Geraldton—C.B.C.
Geraldton—Stella Maris.
Goomalling—Presentation.
Guildford—Grammar.
Guildford—St. Charles Seminary.
Highgate—C.B.C.
Highgate—Sacred Heart High.
Kalgoorlie—C.B.C.
Katanning—Kobeelya.
Leederville—St. Mary's.
Leederville—C.B.C.
Lesmurdie—St. Brigid's.
Mosman Park—Iona.
Mosman Park—St. Hilda's.
Mt. Henry—Aquinas.
Mt. Lawley—Perth College.
Nedlands—Loreto.
New Norcia—St. Gertrude's.
New Norcia—St. Ildephonsus.
Perth—Our Lady's College.
Perth—Trinity College.
Perth, South—M.L.C.
Perth, South—Wesley College.
Perth, West—St. Brigid's College.
Perth, West—St. Mary's.
Subiaco—Marist Bros.
Swanbourne—Loreto.
Swanbourne—Scotch.
Vic. Park—St. Joachim's High.
Wembley Downs—Hale.

Schools Giving Tuition to Junior Standard
(15 Post Primary Students or More).

Albany—St. Joseph's High.
Applecross—St. Benedict's.
Bindoon—St. Joseph's Boys' Town.
Boulder—St. Joseph's.
Bridgetown—St. Brigid's.
Bunbury—Marist Bros.
Busselton—St. Joseph's.
Carnarvon—St. Mary's.
Collie—C.B.C.
Collie—St. Brigid's.
Donnybrook—St. Philomena's.
Fremantle—St. Joseph's Girls.
Harvey St. Anne's.
Kalgoorlie—St. Mary's.
Kalgoorlie—St. Michael's.
Kellerberrin—St. Joseph's.
Leederville—St. Clare's.
Manjimup—St. Joseph's.
Merredin—St. Joseph's.
Midland—St. Brigid's.
Midland—De La Salle.
Mt. Barker—Sacred Heart.
Narrogin—St. Matthew's.
Norseman—Sacred Heart.
Northam—Marist Bros.
Northam—St. Joseph's.
Palmyra—Our Lady of Fatima.
Pemberton—St. Joseph's.
Perth—St. Joseph's High.
Perth—St. Patrick's.

Perth, South—St. Columba's.
 Perth, West—St. Brigid's Primary.
 Pinjarra—St. Joseph's.
 Rivervale—St. Augustine's.
 Tardun—C.B.C. Agric.
 Toodyay—St. Aloysius.
 Tuart Hill—St. Kieran's.
 Tuart Hill—St. Philip's High.
 Vic. Park—Clontarf.
 Vic. Park—S.D.A. Central.
 Vic. Park East—St. Francis Boys'.
 Wagin—St. Joseph's.

Primary Schools.

Albany—St. Joseph's Primary.
 Albany—The School with the Bible.
 Armadale—St. Francis Xavier's.
 Armadale—John Calvin.
 Attadale—St. Joseph's Pignatelli.
 Bassendean—St. Michael's.
 Bayswater—St. Columba's.
 Beaconsfield—School of Christ the King.
 Beford Park—St. Peter's.
 Bedford Park—Christian Brothers' College Prep.
 Bellevue—St. Anthony's.
 Belmont—St. Anne's.
 Bentley—Santa Clara.
 Beverley—Presentation.
 Bickley—Seventh Day Adventist's.
 Bluff Point—St. Laurence's.
 Boyup Brook—Presentation.
 Broome—Beagle Bay.
 Broome—St. Mary's.
 Bruce Rock—Presentation.
 Bruswick—St. Michael's.
 Bunbury, South—St. Mary's.
 Bunbury, South—St. Thomas.
 Carilla—Mater Gratiae.
 Carlisle—Holy Name.
 Claremont—St. Thomas.
 Cloverdale—Notre Dame.
 Como—Holy Family.
 Corrigin—Presentation.
 Cue—St. Gabriel's.
 Cunderdin—Holy Cross.
 Dalwallinu—St. Joseph's.
 Dardanup—Our Lady of Lourdes.
 Darlington—Helena.
 Derby—Holy Rosary.
 Derby—Lombadina.
 Doubleview, North—St. Dominic's.
 Doubleview, South—Holy Rosary.
 Dowerin—St. Theresa's.
 Fremantle, East—Mary Immaculate.
 Fremantle, North—St. Anne's.
 Geraldton—Nazareth.
 Glendalough—St. Bernadette's.
 Gooseberry Hill—Mary's Mount.
 Gosnells—St. Munchin's.
 Guildford—Grammar Prep.
 Guildford, East—St. Mary's.
 Gwalia—Dominican.
 Herne Hill—St. Michael's.
 Highgate—Sacred Heart Prim.
 Hilton Park—Our Lady of Mt. Carmel.
 Katanning—St. Rita's.
 Kensington—Holy Cross.
 Kojonup—St. Bernard's.
 Leonora—St. Catherine's.
 Mandurah—Presentation.
 Manjimup—Seventh Day Adventists'.
 Manning—St. Pius X.
 Margaret River—St. Joseph's.

Maylands—St. Mary's.
 Medina—St. Vincent's.
 Meekatharra—Dominican.
 Mingenew—Dominican.
 Moora—St. Joseph's.
 Morawa—Marian.
 Morley—Divine Child.
 Morley—Eslanda.
 Mt. Lawley—Perth College Primary.
 Mt. Lawley—Sacred Heart Prep.
 Mt. Magnet—St. Brigid's.
 Mullewa—Presentation.
 Mundaring—Sacred Heart.
 Nannup—St. Joseph's.
 Nanson—St. Joseph's.
 Nedlands—St. Theresa's.
 New Norcia—St. Joseph's.
 Nollamara—Our Lady of Lourdes.
 Nollamara, North—St. Laurence's.
 Northampton—Presentation.
 North Beach—Our Lady of Grace.
 Perenjori—St. Joseph's.
 Perth—Carmel Hebrew.
 Perth, East—St. Francis.
 Port Hedland—Presentation.
 Quairading—Presentation.
 Queens Park—St. Joseph's.
 Queen's Park—Castledare.
 Redcliffe—St. Maria Goretti.
 Riverton—Queen of the Apostles.
 Rockingham—Sacred Heart.
 Scarborough—St. John's.
 Shenton Park—St. Aloysius.
 Southern Cross—St. Joseph's.
 Spearwood—St. Jerome's.
 Subiaco—St. Joseph's Brig.
 Subiaco—St. Joseph's Orph.
 Three Springs—St. Paul's.
 Trayning—St. Joseph's.
 Tuart Hill—St. Denis.
 Victoria Park, East—Our Lady.
 Wanneroo—St. Anthony's.
 Waroona—St. Joseph's.
 Wembley—Brigidine.
 Wiluna—Seventh Day Adventists' Mission.
 Wittenoom—Presentation.
 Wonthella—St. Patrick's.
 Wyalkatchem—Presentation.
 York—St. Patrick's.

APPOINTMENTS.

(Under section 6 of the Registration of Births, Deaths and Marriages Act, 1894-1956.)

Registrar General's Office,
 Perth, 30th January, 1963.

THE following appointments have been approved:—

R.G. No. 36/61.—Mr. John William Joyce, as District Registrar of Births, Deaths and Marriages for the Fremantle Registry District, to maintain an office at Fremantle, *vice* Mr. William Fellowes; this appointment dates from 15th January, 1963.

R.G. No. 45/61.—Mr. James Bernard Christie, as District Registrar of Births, Deaths and Marriages for the Williams Registry District, to maintain an office at Narrogin, during the absence on leave of Mr. Jack Herbert Godfrey; this appointment dates from 25th January, 1963.

R.G. No. 67/61.—Constable William Victor John Wagstaff, as Assistant District Registrar of Births and Deaths for the Northam Registry District, to maintain an office at Cunderdin, during the absence on leave of Constable Peter Charles Ayling; this appointment dates from 21st January, 1963.

E. J. BROWNFIELD,
 Registrar General.

WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD

Tenders for Government Supplies

Date of Advertising	Schedule No.	Supplies Required	Date of Closing
1963			
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
Jan. 18	24A, 1963	Sawn Jarrah Crossing Timbers	Feb. 7
Jan. 22	29A, 1963	X-Ray Equipment for District Hospital, Northam	Feb. 7
Jan. 25	32A, 1963	Milk to Government Institutions, 1/3/63 to 29/2/64	Feb. 7
Jan. 25	33A, 1963	Polythene Liner Bags, Polythene Sheets and Cellophane Sheets	Feb. 7
Jan. 25	37A, 1963	Rubber Tyred Industrial Tractor	Feb. 7
Jan. 25	44A, 1963	Piles, Stringers and Corbels	Feb. 7
Jan. 25	51A, 1963	Heavy Duty Road Graders	Feb. 7
1962			
Nov. 9	870A, 1962*†	66 K.V. 2000 M.V.A. Switchgear. Documents chargeable at £1 1s. first issue and 5s. 3d. each subsequent issue	Feb. 14
1963			
Jan. 22	30A, 1963†	Standard Gauge Railway Fishbolts	Feb. 14
Jan. 25	34A, 1963	Steel Piles and Caps for Derby Jetty	Feb. 14
Jan. 25	38A, 1963	Poultry and Rabbits	Feb. 14
Jan. 25	43A, 1963	Fork Lift Truck (capacity at least 3 tons)	Feb. 14
Jan. 25	49A, 1963	Sterilizing Equipment for Geraldton Regional Hospital	Feb. 14
Jan. 25	50A, 1963	Sterilizing Equipment for Bunbury Regional Hospital	Feb. 14
Jan. 25	52A, 1963	Serge and Overcoating for Uniforms for W.A.G.R.	Feb. 14
Jan. 25	36A, 1963†	Forklift Trucks	Feb. 21
1962			
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
1963			
Jan. 25	35A, 1963†	Cast Manganese Crossings	Feb. 28
1962			
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. C1.

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
1963			
Jan. 18	25A, 1963	Auxiliary Launch "Kooruldhoo"	Feb. 7
Jan. 18	26A, 1963	Secondhand (almost new) Philips Model 1613 Portable Transmitters/Receivers (18 only available)	Feb. 7
Jan. 25	31A, 1963	1960 Holden Panel Van and 1960 Holden Utility	Feb. 7
Jan. 25	39A, 1963	1954 Austin A40 Utility at Mt. Henry Women's Home	Feb. 7
Jan. 25	40A, 1963	Hough Hydraulic Front End Loader (MRD 528)	Feb. 7
Jan. 25	41A, 1963	1958 Bedford 3 ton Table Top Truck (WAG 4882) in damaged condition	Feb. 7
Jan. 25	46A, 1963	Champion Manual, Post Type, Heavy Duty Drilling Machine (PW 16)	Feb. 7
Jan. 25	47A, 1963	Britstand Oliver Cletrac Hydraulic Overhead Loader (MRD 516)	Feb. 7
Jan. 25	48A, 1963	New Record Portable Belt Driven Power Drag Saw (PW 15)	Feb. 7
Jan. 25	42A, 1963	Land Rover 109 in. Wheelbase at M.R.D. Depot Derby	Feb. 14
Jan. 25	45A, 1963	Willys Jeep Utility at Derby	Feb. 14

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.

1st February, 1963.

A. H. TELFER,
Chairman, Tender Board.

WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD—*continued.**Accepted Tenders*

Schedule No.	Contractor	Particulars	Department Concerned	Rate
973A, 1962	.....	Supply of Panel Van and Utilities, as follows :—	P.W.D.	
	City Motors Pty. Ltd.	Item 1 .....	.....	£788 12s. 6d.
	Lynas Motors Pty. Ltd.	Item 2 .....	.....	£750
		Item 3 .....	.....	£795 13s.
974A, 1962	Nicholls & Phelps ...	Supply of Rubber-tyred Tractor and Equipment	P.W.D.	£1,244 8s.
998A, 1962	Cumpstons Engineering Works Pty. Ltd.	Supply of Registration Certificate Holders for Trailers, as follows :—	Local Govt.	
		Item 1 .....	.....	2s. 10½d. each
		Item 2 .....	.....	3s. 6d. per gross
1001A, 1962	C. Lilly	Supply of Round Timber, as follows :—	M.R.D.	
		Item 1 (a) .....	.....	5s. 2d. per lin. ft.
		Item 1 (b) .....	.....	5s. 6d. per lin. ft.
		Item 1 (c) .....	.....	5s. 9d. per lin. ft.
		Item 1 (d) .....	.....	6s. per lin. ft.
873A, 1962	Metters Ltd.	Supply of 6 in. ND C. 1 Pipes	M.W.S.	At rates tendered
985A, 1962	D. & J. Fowler (Aust.) Pty. Ltd.	Supply of Tea to Government Institutions during period 1/2/63 to 30/4/63, as follows :—	Various	
		Item 1 (a) .....	.....	3s. 8½d. per lb.
		Item 1 (b) .....	.....	3s. 8½d. per lb.
		Item 1 (d) .....	.....	3s. 11¼d. per lb.
754A, 1962	.....	Supply of Waterproof Clothing and Leather Leggings, as follows :—	W.A.G.R.	
	Aqua Style Clothing Co. Pty. Ltd.	Item 1 .....	.....	£2 18s. 6d. each
	Hugo Fischer Pty. Ltd.	Item 2 .....	.....	£3 10s. each
		Item 3 .....	.....	£1 7s. 3d. per pair
979A, 1962	H. N. Cull	Purchase and Removal of Holden Utility (WAG 3804) (Engine No. 239512)	P.W.D.	£151 10s.
2A, 1963	C. Williamson	Purchase and Removal of Chrysler Sedan (UGD 435) (Engine No. PE2.382)	S.H.C.	£925
994A, 1962	J. Krasnostein & Co. Pty. Ltd.	Purchase and Removal of Handri Hygienic Hand Dryers, as follows :—	State Insurance	
		Item 1 .....	.....	£1 2s. 6d.
		Item 2 .....	.....	£1 2s. 6d.
988A, 1962	Western Trading Co.	Purchase and Removal of Jaques Excavator (PW 17) and Equipment	P.W.D.	£1,158 10s.
987A, 1962	Western Trading Co.	Purchase and Removal of 25 KVA Generating Set	do.	£211
1014A, 1962	.....	Purchase and Removal of Tyres, as follows :—	G.S.	
	Dunlop National Tyre Service (Perth) Pty. Ltd.	Item 1 .....	.....	£43
	Dunlop Tyresoles (W.A.) Pty. Ltd.	Item 2 .....	.....	7s. 6d.
		Item 3 .....	.....	£2 10s.
1015A, 1962	J. Krasnostein & Co. Pty. Ltd.	Purchase and Removal of Scrap Batteries, as follows :—	G.S.	
		Item 1 .....	.....	£24 5s. 1d.
		Item 2 .....	.....	£24 4s. 4d.
		Item 3 .....	.....	£1 13s. 10d.
		Item 4 .....	.....	13s. 1d.
		Item 5 .....	.....	19s. 7d.
		Item 6 .....	.....	£2 9s. 7d.
<i>Additions</i>				
173A, 1962	Telecommunication Co. of Aust. Pty. Ltd.	Supply of 1 only Remote Control Console and 2 only Truck-mounted Sets	M.W.S.	£110, £225 each
686A, 1962	Ropa Products	Supply of 1 only Mobile Messing Caravan	M.R.D.	£1,323

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 11 of 1962.

Between Western Australia Pastrycooks and Confectioners' Employees' Union of Workers, Perth, Applicant, and Boans Ltd., and others as per schedule attached, Respondents.

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

Memorandum of Agreement.

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

1.—Title.

This shall be known as the Pastrycooks' Award and shall replace Awards Nos. 71 of 1951, 41 of 1950 and 46 of 1949 as amended.

2.—Arrangement.

1. Title.
2. Arrangement.
3. Scope.
4. Area.
5. Term.
6. Definitions.
7. Hours.
8. Overtime.
9. Saturday Work.
10. Holidays.
11. Higher Duties.
12. Contract of Service.
13. Absence through Sickness.
14. Time and Wages Record.
15. Right of Entry.
16. Aged and Infirm Workers.
17. Payment of Wages.
18. Board of Reference.
19. Posting of Award.
20. Wages.
21. Apprentices.
22. Breakdowns.
23. Junior Workers.
24. No Reduction.
25. Prohibition.
26. Preference to Unionists.
27. Part-time Workers.
28. Liberty.
29. Long Service Leave.

3.—Scope.

This Award shall apply to the workers classified in clause 20 hereof employed by the respondents set out in the Schedule attached hereto.

4.—Area.

This Award shall apply to the area comprised within the South-West Land Division and within a radius of ten (10) miles of the Post Office, Kalgoorlie.

5.—Term.

This Award shall apply for a period of three (3) years from the beginning of the first pay period commencing after the date hereof.

6.—Definitions.

(a) "Pastrycook" shall mean a worker other than an assistant, or a duly registered apprentice, or an apprentice on probation, or a junior worker, who is employed in making up, baking or ornamenting cakes, pastry, sponge goods and yeast goods for sale. Provided that such a worker may be required by the employer to perform assistant's work.

(b) "Leading hand" shall mean a journeyman pastrycook who is placed by the employer in charge of other workers.

(c) "Single hand Pastrycook" shall mean a pastrycook employed in a bakehouse where there is no other journeyman pastrycook employed.

(d) "Casual hand" shall mean a worker who is employed for not more than one (1) week.

(e) "Assistant" shall mean a worker employed in sweeping up, scrubbing tables, greasing tins, sifting and emptying flour, bringing in fuel, packing cakes, breaking eggs, grinding or shelling almonds, papering tins, washing utensils, labelling tins and boxes, wrapping cakes or flour, breaking ice for icecream machines, emptying trays, jamming tarts, simple icing and piping, weighing out raw materials, operating machines or other similar work.

(f) "Bakehouse" shall mean any establishment exclusively or principally making up or ornamenting cakes, pastry, sponge goods and yeast goods for resale in another business.

(g) "Shop" shall mean any establishment making up or ornamenting cakes, pastry, sponge goods and yeast goods and which exclusively or principally sells such products in any manner other than for resale in another business.

7.—Hours.

(a) The ordinary hours of work exclusive of meal times shall be as follows:—

(i) In an ordinary week, forty (40) hours.

(ii) In a week in which one Award holiday occurs on an ordinary working day thirty-three (33) hours and twenty (20) minutes where the worker works a five and a half (5½) day week, or thirty-two (32) hours where the worker works a five (5) day week.

(iii) In a week in which two Award holidays occur on ordinary working days twenty-six (26) hours and forty (40) minutes where the worker works a five and a half (5½) day week or twenty-four (24) hours where the worker works a five (5) day week.

Provided that the ordinary hours of work may be worked in five (5) or five and a half (5½) days at the option of the employer.

(b) Except for doughmaking, the ordinary hours shall be worked between the following hours in towns which observe the weekly half holiday on Saturday:—

(i) Bakehouses—Monday to Friday: 5 a.m. to 6 p.m.: Friday to Saturday; a spread of eight (8) consecutive hours between 10 p.m. on Friday to 10 a.m. on Saturday: Provided that the finishing time for junior workers shall not be later than 12 o'clock noon on Saturday.

(ii) Shops—Monday to Friday: 5 a.m. to 6 p.m.: Saturday; from midnight on Friday to 1 p.m.: Provided that on the day preceding any of the holidays prescribed in clause 10 (a), work may be commenced not earlier than 12 o'clock midnight.

(iii) Liberty is reserved to either party to apply in respect to towns in which the weekly half holiday is not observed on Saturday.

(c) No broken shift shall be permitted to be worked in any bakehouse: Provided that this clause shall not apply to doughmaking.

(d) Mealtime.—A worker shall be entitled to not less than one half hour for a meal every four (4) hours worked by him. Such meal breaks shall not be included as working time. The first meal break shall be taken at such time as is convenient after the completion of three (3) and before completion of five (5) hours' work.

8.—Overtime.

(a) All time worked in excess of forty (40) hours in any one week, or beyond ten (10) hours in any one day shall be deemed to be overtime.

(b) Overtime worked shall be paid for at the rate of time and a half for the first four (4) hours and double time thereafter.

(c) When a worker, without being notified on the previous day or earlier 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 six shillings (6s.) in lieu thereof. Provided that this subclause shall not apply in the case of a worker living in the same locality as his place of employment who can reasonably return home for a meal.

(d) A worker called upon to work during his meal time shall be paid double time for all such time worked in addition to his week's pay.

(e) (i) Except as provided in paragraph (ii) hereof, any worker who is required by his employer to work on a Sunday or a holiday provided for in subclause 10 (a), shall be paid at the rate of double time for all time worked on such day.

(ii) Any worker who is required to make doughs on Sunday or a holiday during his ordinary working hours shall be paid at the rate of time and a half for such work.

(f) Where a worker is required to make dough outside the prescribed starting and finishing time on any day other than a Sunday or a holiday, he shall be granted time off on the following day equivalent to the time occupied in such dough-making with a minimum of one (1) hour.

(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.

9.—Saturday Work.

All work performed during ordinary working hours on Saturday shall be paid for at the rate of time and a quarter. For the purpose of this clause any shift commencing not before 10 p.m. on Friday shall be deemed to be work performed on Saturday.

10.—Holidays.

(a) (i) Within the South West Land Division the following days or the days observed in lieu shall, subject to Clause 8, 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) Within a radius of ten (10) miles of the Post Office, Kalgoorlie, the following days or the days observed in lieu thereof shall 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, Kalgoorlie or Boulder Cup Day, 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.

(iii) 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 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 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 in 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 (2) periods.

(i) The provisions of this clause shall not apply to casual or part-time workers.

11.—Higher Duties.

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

12.—Contract of Service.

Except for casual or part-time workers, one (1) week's notice on either side, given on any day shall be necessary to terminate the engagement of a worker. If an employer or a worker fails to give the required notice, one (1) week's wages shall be paid or forfeited. Provided that an employer may at any time dismiss a worker for refusal or neglect to obey lawful orders or for misconduct.

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 ($\frac{1}{12}$) of a week for each completed month of service: Provided that, subject to subclause (f) hereof, payment for absence through such ill-health 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 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 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 four (4) years but no longer from the end of the year in which it accrues.

(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 payment under this clause.

(h) The provisions of this clause shall not apply to casual or part-time workers.

14.—Time and Wages Record.

The employer shall keep or cause to be kept records wherein shall be entered—

- (a) the name of each worker;
- (b) the nature of his employment;
- (c) the starting and finishing times of each day;
- (d) the total hours worked each week;
- (e) the wages and overtime (if any) received therefor;
- (f) the date of birth of each junior worker.

Such records shall be open for inspection at the bakehouse, shop or office of the employer by a duly accredited representative of the Union during ordinary working hours. Provided that if the record be not available when the representative calls, it shall be made available for inspection within twenty-four (24) hours at the bakehouse, shop or office of the employer.

15.—Right of Entry.

(a) Accredited representatives of the Union shall be permitted to interview the workers on the business premises of the employer during non-working times or meal breaks.

(b) In the case of a dispute between the Union and an employer which is likely to lead to a cessation of work or to an application to the Court and which involves the inspection of workers or of machines in the process of production, such Union representative shall have the right of inspection at any time during which the workers of machines concerned are working, but this permission shall not be exercised without the consent of the employer more than once in any one week.

(c) Provided that the duly accredited representative shall notify the employer beforehand of his intention to exercise his rights under this clause.

16.—Aged and Infirm Workers.

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

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

(c) After application has been made to the Board and pending the Board's decision, a worker shall be entitled to work for the proposed lesser rate but in the event of the decision granting a higher rate, this must be paid retrospectively.

17.—Payment of Wages.

(a) Each worker shall be paid his wages once weekly, which shall be made up to at least the day before the day immediately preceding the day of payment and shall be paid within fifteen (15) minutes after he shall have finished his day's work.

(b) A casual hand shall be paid his wages on the completion of his period of engagement.

18.—Board of Reference.

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

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

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

19.—Posting of Award.

The Union may keep a copy of this Award in a place approved by the employer and accessible to the workers covered by this Award.

20.—Wages.

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

(a) Basic Wage:

(i) Within a fifteen (15) mile radius from the G.P.O., Perth—	£	s.	d.
Males	14	18	9
Females	11	4	1

(ii) Outside a radius of fifteen (15) miles from the G.P.O., Perth, but within the South West Land Division—

Males	14	17	3
Females	11	2	11

(iii) Within a radius of ten (10) miles of the Post Office, Kalgoorlie—

Males	14	11	6
Females	10	18	8

Margin over Male

Basic Wage

Per Week

(b) Adult Males:

Pastrycook	4	4	0
Single Hand Pastrycook	4	18	0
Leading Hand	5	7	6
Assistant	1	10	0

Margin over Female

Basic Wage

Per Week

(c) Adult Females:

Pastrycook	2	10	0
Assistant	1	5	0

Per Cent. of Male

Basic Wage

Per Week

(d) Junior Male Assistants:

14 to 15 years of age	25
15 to 16 years of age	35
16 to 17 years of age	45
17 to 18 years of age	55
18 to 19 years of age	70
19 to 20 years of age	80
20 to 21 years of age	95

	Per Cent. of Female Basic Wage Per Week
(e) Junior Females:	
15 to 16 years of age	35
16 to 17 years of age	45
17 to 18 years of age	55
18 to 19 years of age	70
19 to 20 years of age	80
20 to 21 years of age	95
	Per Cent. of Male Basic Wage Per Week
(f) Apprentices (Male):	
First year	33 $\frac{1}{3}$
Second year	45
Third year	65
Fourth year	85
Fifth year	100 + £1

(g) Casuals shall be paid at the rate of ten per cent. (10%) in addition to the rates prescribed in this clause.

21.—Apprentices.

(a) Male apprentices only may be taken on in the industry.

(b) Apprentices may be taken in the proportion of one (1) for every two (2) or fraction of two (2) journeymen employed.

22.—Breakdowns.

The employer shall be entitled to deduct payment for any day or portion of a day upon which the worker cannot be 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.

23.—Junior Workers.

(a) (i) Junior males may be employed on work referred to in the definition of Assistant.

(ii) In special cases, junior males suffering from a disability may be employed without any restriction on their duties provided the written agreement of the union is obtained. In the event of no agreement being arrived at the matter may be referred to the Board of Reference for determination.

(b) There shall be no restriction as to the work which may be performed by a junior female.

(c) Junior workers, upon being engaged, shall furnish the employer with a certificate containing the following particulars:—

(i) Name in full.

(ii) Age and date of birth.

No worker shall have any claim upon an employer for additional pay in the event of the age of the worker being wrongly stated either on the certificate or, if no such certificate is furnished, verbally to the employer. If any junior worker shall wilfully mis-state his age either verbally to the employer or in the certificate, he alone shall be guilty of a breach of this Award, and in the event of a worker having received a higher rate than that to which he was entitled, he shall make restitution to the employer.

24.—No Reduction.

Nothing herein contained shall entitle an employer to reduce the wage of any worker who at the date of this Award was being paid a higher rate of wage than the minimum prescribed for his or her class of work.

25.—Prohibition.

No pastrycook shall be permitted to make Vienna bread or household bread.

26.—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) Subject to subclause (d) 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 an employer covered by this Award. Workers who are unfinancial members of the union of workers party to this award shall become financial and maintain such financial membership whilst employed by any employer covered by this Award.

(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) 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 (b).

(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 (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 an employer covered by this Award.

(e) 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 (b) or paragraph (iv) of subclause (d) 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.

27.—Part-time Workers.

(a) Notwithstanding anything herein contained, an employer shall be at liberty to regularly employ part-time female workers at the rate of one-fortieth (1/40th) of the appropriate weekly rate for each hour worked plus a loading of seven and a half per cent. (7½%) in addition to the hourly rate.

(b) Part-time female workers may only be employed in the proportion of one to every four (4) or fraction of four (4) other adult workers employed.

28.—Liberty.

Liberty is reserved to either party to apply in respect to apprenticeship rates.

29.—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 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 termination 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 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 17th day of December, 1962.

[L.S.] (Sgd.) R. V. NEVILLE,
President.

Filed at my office this 17th day of December, 1962.

(Sgd.) G. MELLOWSHIP,
Clerk of Court of Arbitration.

Schedule of Respondents.

Bakewell Co. Pty. Limited, 213 Bulwer Street, Perth.
Barnett's Cake Shop, 129 Barrack Street, Perth.
Boans Ltd., Murray Street, Perth.
Culley, E. & D., 116 High Street, Fremantle.
Davenport's Bakery, Marine Terrace, Geraldton.
Dewsnap, G. A., 255 Scarborough Beach Road, Mt. Hawthorn.

Dutch Biscuit Man Pty. Ltd., 181 Jersey Street, Wembley.
Foy & Gibson (W.A.) Ltd., 765-787 Hay Street, Perth.
Glenelg Tea and Cake Shop, 1016b Albany Highway, Victoria Park.
Hi-Class Pastry Cooks, 184 Spencer Street, Bunbury.
Ideal Bakery Pty. Ltd., 44 Planet Street, Carlisle.
Mosman Tearooms, Bon Marche Arcade, Perth.
Pauline's Pastries, 583 Canning Highway, Alfred Cove.
Peterson, W. & Son, 698 Beaufort Street, Mt. Lawley.
Renown Bakery, 6 Mandurah Terrace, Mandurah.
Sherry's Pty. Ltd., 136 Victoria Street, Bunbury.
Stammers and Son, 265 Canning Highway, Palmyra.
Stirling Bakery, 235 Stirling Highway, Claremont.
Tippetts Ltd., 100 Hannan Street, Kalgoorlie.

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 41 of 1961.

Between The West Australian Shop Assistants and Warehouse Employees' Industrial Union of Workers, Perth, Applicant, and Boans Limited and others as per Schedule "A" attached hereto, Respondents.

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

Memorandum of Agreement.

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

1.—Title.

This Award shall be known as the "Shop Assistants' (Metropolitan) Award, 1962," and replaces Award No. 23 of 1950, as amended.

2.—Arrangement.

1. Title.
2. Arrangement.
3. Scope.
4. Area.
5. Term.
6. Definitions.
7. Chemists' Shops.
8. Hours.
9. Meal Times.
10. Meal Money.
11. Overtime.
12. Holidays.
13. Annual Leave.
14. Change Rooms.
15. No Reduction.
16. Higher Duties.
17. Proportion of Juniors.
18. Engagement.
19. Time and Wages Record.
20. Uniforms and Overalls.
21. Board of Reference.
22. Under-Rate Workers.
23. Country Work and Travelling Time.
24. Exclusions.
25. Junior Worker's Certificate.
26. Absence through Sickness.
27. Preference of Employment.
28. Wages.
29. Saturday Work.
30. Right of Entry.
31. Other Provisions.
32. Vehicle Allowance.
33. Long Service Leave.

Schedule "A"—Respondents.

3.—Scope.

This Award shall apply to the industries mentioned in the first column of Schedule "A" attached hereto and to the industries conducted by the respondents named in the second column thereof and similar industries conducted by other persons, firms or companies in respect of workers following the vocations mentioned herein. Provided that it shall not apply to workers who are at present provided for in 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 apply over the area comprised within a radius of twenty-five (25) miles of the General Post Office, Perth.

5.—Term.

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

6.—Definitions.

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

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

(c) "Storeman working singly" shall mean a storeman working where no other storeman is employed in the establishment.

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

(e) "Packer" shall mean a worker who packs goods for transport by air, post, rail or ship. Provided that a worker who packs goods for delivery by road transport where the destination of such goods is beyond a radius of 25 miles of the General Post Office, Perth, shall be classed as a packer.

(f) "Casual hand" shall mean a worker engaged by the hour and who may be dismissed or leave the employer's service at any moment without notice. Provided that any worker employed for a period of four (4) consecutive weeks or less shall be classed as a casual hand and paid not less than the minimum rate of wages herein prescribed for a casual hand, but this proviso shall not apply in cases where a worker employed as a weekly hand is dismissed for incompetence or any cause referred to in clause 18 hereof, or where the worker severs his contract of service.

(i) Shop Assistants, Window Dressers and Demonstrators.—The minimum engagement of all shop assistants, window dressers and demonstrators engaged as casual hands shall not be less than one (1) day.

(ii) Theatre Shops.—In the case of casual workers employed in theatre shops the minimum engagement shall not be less than three (3) hours after 5.30 p.m. Monday to Friday inclusive.

(iii) Fourth Schedule Shops.—In the case of casual workers employed in Fourth Schedule Shops, the minimum engagement shall be not less than three (3) hours on Saturdays after twelve (12) noon, Sundays or the holidays prescribed by this Award.

(iv) All Other Workers.—The minimum engagement of all other workers not hereinbefore referred to shall be four (4) hours to be worked in one continuous period.

(v) A casual worker engaged and not permitted to commence work shall receive two (2) hours' pay at the prescribed rate.

(g) "Adult".—For the purpose of this Award the word "adult" shall mean a worker twenty-one (21) years of age and over or a worker who is in receipt of the prescribed adult rate of pay.

(h) "Weekly hand" shall mean a worker engaged by the week and whose employment shall be terminable by not less than one (1) week's notice on either side. Such week's notice cannot be continued from week to week.

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

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

(k) "Collector" shall mean a worker whose principal duties consist of collecting money for his employer in places other than the employer's establishment. The duties of a canvasser or collector may be amalgamated to suit the convenience of the employer's business.

(l) "Part-time Workers.—Notwithstanding anything else contained in this Award, adult female shop assistants may be employed as part-time workers between the hours of 11.30 a.m. and 2.30 p.m. only, on any day Monday to Friday inclusive. Such a worker shall have a minimum engagement of two (2) hours per day and ten (10) hours per week; but shall not be entitled to a lunch period.

A worker employed under this subclause shall receive payment for wages, for annual leave, holidays, sick leave, and long service leave on a pro rata basis in the same proportion as the number of hours regularly worked each week bears to forty (40) hours.

7.—Chemists' Shops.

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

8.—Hours.

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

(i) Shop Assistants, Demonstrators and Window Dressers.—Forty (40) hours shall constitute a week's work. Such hours shall be worked between 8.30 a.m. and 5.30 p.m. on Monday to Friday, inclusive, and between 8.30 a.m. and 12 noon on Saturday.

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

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

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

(iv) In the week commencing on Monday immediately preceding Easter Day the week's work in ordinary hours shall be thirty-two (32) hours on the basis of eight (8) hours each day Monday to Thursday inclusive without thereby making the employer liable for payment of overtime by reason of the fact that in a pay week of which any part of such period forms a part the ordinary hours worked exceed forty (40).

(b) Fourth Schedule Shops.—The workers employed in shops comprised in the Fourth Schedule of the Factories and Shops Act, 1920-1959 (whose hours of work shall not exceed forty (40) per week), shall be worked to suit the convenience of the employer's business. Provided that, from week to week, the worker shall be notified by the employer of the half-day which shall be granted in the afternoon upon which his or her services will not be required in each week.

(c) Wholesale Establishments:

(i) The number of hours per week usually and customarily worked prior to the date of this Award shall be observed, but shall not exceed forty (40) hours per week: Provided that the starting time shall not be earlier than 7.30 a.m. and the finishing time not later than 5.30 p.m. Monday to Friday inclusive, and 7.30 a.m. and 12 noon on Saturday. Provided further that no day's work shall exceed a spread of nine (9) hours, Monday to Friday inclusive, and four (4) hours on Saturday to be worked in one continuous shift.

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

(iii) In the week commencing on Monday immediately preceding Easter Day the week's work in ordinary hours shall be thirty-two (32) hours on the basis of eight (8) hours each day Monday to Thursday inclusive without thereby making the employer liable for payment of overtime by reason of the fact that in a pay week of which any part of such period forms a part the ordinary hours worked exceed forty (40).

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

9.—Meal Times.

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

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

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

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

(iv) Where a worker is required to continue working beyond his normal finishing time for more than two (2) hours, he shall be allowed a break for a meal of not less than thirty (30) minutes. Such break shall be allowed to the worker before the expiration of the period of work beyond his normal finishing time referred to herein and not earlier than 5 p.m.

(b) Fourth Schedule Shops.—Meal hours shall be taken at the time most convenient to the employer's business: Provided that one hour shall be given and taken for each meal and that not more than five (5) nor less than three (3) hours' interval shall be worked without an interval for a meal being taken.

(c) Wholesale Establishments.—Not less than forty-five (45) minutes nor more than one hour shall be given and taken for a meal. Lunch hour shall be taken between 12 noon and 2.15 p.m.; tea hour shall start within fifteen (15) minutes after the usual finishing time.

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

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

(f) The provisions of this clause shall not apply to part-time workers.

10.—Meal Money.

(a) When a worker is required to continue working after the usual finishing time for more than one (1) hour he shall be paid five shillings (5s. 0d.) for the purchase of any meal required.

(b) Meal money shall be paid prior to the meal period on the day upon which the overtime is to be worked.

11.—Overtime.

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

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

(c) Work performed on Sunday and/or any of the holidays prescribed in clause 12 (a) hereof, shall be paid for at the rate of double time.

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

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

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

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

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

(i) When overtime is worked, the proportion of juniors employed on overtime shall not exceed the proportion provided by clause 17 hereof.

(j) Notwithstanding anything contained in this Award—

(i) an employer may require any worker, other than part-time workers covered by sub-clause (1) of clause 6 hereof, 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.

12.—Holidays.

(a) (i) The following days, or the days observed in lieu, shall subject to clause 11 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.

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

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

13.—Annual Leave.

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

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

(c) If after one month's continuous service in any qualifying twelve (12) monthly period a worker lawfully leaves his employment, or his employment is terminated by the employer through no fault of the worker, the worker shall be paid one-sixth (1/6th) of a week's pay at his ordinary rate of wage in respect of each completed month of continuous service.

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

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

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

(h) Every worker shall be given and shall take annual holidays within six (6) months after the date they fall due.

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

(j) Liberty is reserved to the applicant Union to apply to amend this clause.

14.—Change Rooms.

Where an employer usually has more than six (6) workers engaged at the same time under the terms of this Award, he shall provide his workers with a suitable room for keeping their hats and clothing and to use as a room for taking their meals. Such room shall be situated within a reasonable distance of his place of business and shall be kept in a proper state of cleanliness and shall be equipped with coat-hangers, tables and chairs.

15.—No Reduction.

Nothing herein contained shall entitle an employer to reduce the wage of any worker who at the date of this Award was being paid a higher rate of wage than the minimum prescribed for his or her class of work.

16.—Higher Duties.

A worker who is required to do work which is entitled to a higher rate under this Award than that which he or she usually performs shall be entitled to payment at the higher rate while so employed. Provided that where no record is kept in the time and wages record of the actual times upon which the worker is engaged on such higher grade work, the worker shall be paid for the whole day at the rate prescribed for the highest function performed.

17.—Proportion of Juniors.

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

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

(c) Where one adult female assistant is employed, two (2) junior female assistants may be employed. Where two (2) adult female assistants are employed, three (3) junior female assistants may be employed. Where three (3) adult female assistants are employed, four (4) junior female assistants may be employed. Where four (4) adult female assistants are employed, five (5) junior female assistants may be employed. And thereafter the proportion shall not exceed five (5) junior female assistants to four (4) adult female assistants.

18.—Engagement.

Except in the case of casual workers one (1) week's notice on either side shall be necessary to terminate the engagement, or in the event of such notice not being given, by the payment of one (1) week's pay by the employer to the worker or the forfeiture of one (1) week's pay by the worker to the employer. Provided that an employer at any time may dismiss a worker for refusal or neglect to obey orders or for misconduct, or if, after receiving one week's notice, such worker does not carry out his or her duties in the same manner as he or she did prior to such notice.

19.—Time and Wages Record.

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

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

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

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

- (i) The name and sex of each worker bound by this Award.
- (ii) The times on which each worker is required to commence and finish work on each day in each week, and meal breaks.
- (iii) The day in each week on which each worker is given and shall take the weekly half-holiday and the time from which the half-holiday shall be taken.
- (iv) The particulars contained in such roster shall be in respect of the full week, Monday to Saturday inclusive, during which it is posted up, and may be altered or varied only on account of the sickness or absence of a worker or by the inclusion of particulars in respect of casual workers.
- (v) The roster shall be available for inspection by a duly accredited representative of the Union in the manner and at the time referred to in subclause (b) hereof.
- (vi) Any worker, on duty, when in accordance with the roster such worker should be off duty (except as provided by subclause (iv) hereof, shall be paid at overtime rates as provided by Clause 11 (a).

20.—Uniforms and Overalls.

Should any dispute arise between the parties as to the wearing of uniforms and overalls, if such are required to be worn, the dispute, howsoever originating and any matter arising therefrom, including the matter of the laundering of uniforms and overalls, shall be determined by the Board of Reference.

21.—Board of Reference.

(a) The Court may appoint for the purpose of this Award, a Board or Boards of Reference. Each Board shall consist of a chairman and two (2) other representatives, one to be nominated by each of the parties. There are assigned to each such Board, in the event of no agreement being arrived at between the parties to the Award, the functions of—

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

(b) The provisions of Regulation 106 of the Industrial Arbitration Act, 1912-1961, shall be deemed to apply to any Board of Reference appointed hereunder.

22.—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.

23.—Country Work and Travelling Time.

(a) When a worker is engaged on outside work, the employer shall pay all fares, and a proper allowance at current rates shall be paid for all necessary meals. Fares shall be second class, except when travelling by coastal boat, when saloon fares shall be paid.

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

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

24.—Exclusions.

Provided always, and it is hereby expressly agreed and declared that nothing in this Award shall apply to workers in any wholesale business (excepting wholesale hardware) other than the following:—Storemen, storemen working singly, packers, junior packers, junior storemen, junior despatch hands, casual packers, despatch hands, casual storemen, casual despatch hands (junior and adult), junior and adult messengers, demonstrators and window dressers.

25.—Junior Worker's Certificate.

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

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

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

(c) No worker shall have any claim upon the employer for additional wages in the event of his age being wrongly stated on the certificate. If any worker misstates his or her age in the certificate he or she alone shall be deemed guilty of a breach of this Award, and in the event of a worker

having received a higher rate than that to which he or she was entitled, he or she shall make restitution to the employer.

26.—Absence Through Sickness.

(a) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health for one-twelfth (1/12th) of a week for each completed month of service: Provided that payment for absence through such ill-health shall be limited to one (1) week in each calendar year. Payment hereunder may be adjusted at the end of each calendar year, or at the time the worker leaves the service of the employer, in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred. This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

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

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

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

27.—Preference of Employment.

(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 be so advised by the union in writing and shall have the right of appeal within seven (7) days of being so advised 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 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 (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.

(f) 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 seven (7) days after being advised by the Union concerned that such worker has not complied with either subclause (d) or paragraph (iv) of 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.

(g) The provisions of this clause shall not apply to workers employed by the Sanitarium Health Food Company or the said Company.

28.—Wages.

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

	Per Week
	£ s. d.
(a) Basic Wage:	
(i) Within a radius of 15 miles from the G.P.O., Perth—	
Adult Males	14 18 9
Adult Females	11 4 1
(ii) Outside a radius of 15 miles from the G.P.O., Perth, but within a radius of 25 miles from the G.P.O., Perth—	
Adult Males	14 17 3
Adult Females	11 2 11

	Margin Over Male Basic Wage Per Week
	£ s. d.
(b) Adult Males:	
Shop Assistants	3 4 0
Storeman packer, despatch hands	2 16 0
Storeman working singly	3 1 0
Canvasser and/or collector	3 4 0
Window Dresser	3 14 0

In addition to the rate prescribed herein for his classification, a worker required by the employer to be in charge of other workers covered by this Award, shall be paid the following amount:—

If placed in charge of less than three other workers	10 0
If placed in charge of three or more other workers but less than 10 workers	1 0 0
If placed in charge of 10 or more workers	2 0 0

	Margin Over Female Basic Wage Per Week
	£ s. d.
(c) Adult Females:	
Shop Assistants or Demonstrators	2 0 0
Storewomen, despatch hands, packers	1 14 6

In addition to the rates prescribed herein for her classification, a worker required by the employer to be in charge of other workers covered by this Award, shall be paid the following amount:—

If placed in charge of less than three other workers	7 6
If placed in charge of three or more workers but less than 10 workers	15 0
If placed in charge of 10 or more other workers	1 10 0

	Percent. of Male Basic Wage Per Week
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(d) Junior Male Workers: Shop Assistants and Window Dressers:

14 to 15 years of age	25
15 to 16 years of age	35
16 to 17 years of age	45
17 to 18 years of age	55
18 to 19 years of age	65
19 to 20 years of age	75
20 to 21 years of age	90

(e) Junior Male Workers: Storemen, Packers and Despatch Hands:

14 to 15 years of age	25
15 to 16 years of age	35
16 to 17 years of age	45
17 to 18 years of age	55
18 to 19 years of age	65
19 to 20 years of age	85
20 to 21 years of age	100

	Percent. of Female Basic Wage Per Week
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(f) Junior Female Workers:

15 to 16 years of age	39
16 to 17 years of age	48
17 to 18 years of age	56.5
18 to 19 years of age	65
19 to 20 years of age	78
20 to 21 years of age	85

(g) Casual Hands.—Whilst so engaged, casual hands shall be paid at the rate of ten (10) per cent. in addition to the rates prescribed herein.

(h) Any person, whether a junior or adult, employed as a canvasser and/or collector shall be paid the adult male wage.

(i) Where a canvasser provides his own bicycle he shall be paid an allowance of two shillings and six pence (2s. 6d.) per week.

29.—Saturday Work.

All ordinary hours of work performed on a Saturday shall be paid for at the rate of time and a quarter.

30.—Right of Entry.

An accredited representative of the Union shall be permitted to interview a worker or workers on the business premises of the employer during non-working times or meal period.

Provided that the duly accredited representative shall notify the employer beforehand of his intention to exercise his rights under this clause, and—

Provided further that the right shall be exercised not more than once in any one week.

31.—Other Provisions.

No female shall be called upon to carry or lift more than 35 lb. at any one time.

No female worker shall be required to clean lavatories or hand scrub floors.

32.—Vehicle Allowance.

Liberty is reserved to the applicant Union to apply to amend this Award for the inclusion of a clause relating to vehicle allowances.

33.—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 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 15 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 sub-clause (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 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 17th day of December, 1962.

[L.S.] (Sgd.) R. V. NEVILLE,
President.

Filed at my office this 17th day of December, 1962.

(Sgd.) G. MELLOWSHIP,
Clerk of Court of Arbitration.

Schedule "A."

Industry, Respondents.

Abrasives and/or Adhesives.—McPherson's Ltd.; Minnesota Mining and Manufacturing (Australia) Pty. Ltd.; Bairds Pty. Ltd.
Art Supplies, Drawing Equipment.—Jacksons Drawing Supplies.

Account Books, Stationery, Greeting Cards and/or Printers' Supplies.—Sands & McDougall Pty. Ltd.; Spicers (Australia) Pty. Ltd.; E. S. Wigg & Son Ltd.; John Sands Pty. Ltd.; Boans Ltd.
Aerated Water Manufacturers' Supplies.—Mauri Brothers & Thomson (W.A.) Pty. Ltd.; Henry Berry & Co. (Australasia) Ltd.; F. H. Faulding & Co. Ltd.
Agents, Customs and General.—Frank Cadd Company (1959) Pty. Ltd.; Alex Cowan (Aust.) Pty. Ltd.; Burns Philp & Co. Ltd.
Agents, Forwarding and/or Distributing.—Frank Cadd Company (1959) Pty. Ltd.; Frank Mansford Pty. Ltd.; Brown & Dureau Ltd.
Agents, Manufacturers'—J. S. Sadique Pty. Ltd.; Jack Dyson Pty. Ltd.; Marshall Flower Pty. Ltd.
Agents, Produce.—Wigmores Ltd.; Wrights Ltd.
Agricultural Implements.—Massey-Ferguson (Aust.) Ltd.; Wigmores Machinery Pty. Ltd.; Wigmores Tractors Pty. Ltd.
Auctioneers.—H. E. Wells & Sons; Wrights Ltd.; Barrow Linton Pty. Ltd.
Air Conditioning Equipment.—Boans Ltd.; Pope Products Ltd.; Carlyle & Co. (1959) Pty. Ltd.
Acetylene and/or Welding Equipment.—C.I.G. (W.A.) Pty. Ltd.
Apiarists' Equipment.—Westralian Farmers Co-operative Ltd.; James Goss.
Bakers', Butchers', Brewers' Supplies.—J. S. Corden & Co. Pty. Ltd.; Mauri Bros. and Thomson (W.A.) Pty. Ltd.
Basketware, Caneware.—Boans Ltd.
Batteries.—Armstrong Dimmitt Pty. Ltd.; Boans Ltd.; Vesta Battery Co. Ltd.; Industrial Storage Batteries Pty. Ltd.
Bedsteads, Bedding.—Cyclone Co. of Aust. Ltd.; Joyce Bros. (W.A.) Pty. Ltd.; Boans Ltd.
Belting, Bearings, Automotive Bearings.—Armstrong Dimmitt Pty. Ltd.; Bearing Service Co. of Australia Pty. Ltd.
Bicycles, Cycles, Motorcycles, Motorscooters.—Swansea; Armstrong Dimmitt Pty. Ltd.; Boans Ltd.; Mortlock Brothers Ltd.; General Accessories Pty. Ltd.
Birds, Dogs, Pets.—Boans Ltd.; Kookaburra Pet Shop; Darlington Bird Farm.
Biscuits, Cakes, Sandwiches, Pies or Pastries.—Mills & Ware Biscuits Pty. Ltd.; Foy & Gibson (W.A.) Ltd.; J. Black & Co.; Weston & Beresford.
Books, Lending Library.—Boans Ltd.; Alpha Library Pty. Ltd.
Books, Stationery, Magazines.—Alberts Bookshop Pty. Ltd.; Boans Ltd.; Gordon & Gotch (Australasia) Ltd.; E. S. Wigg & Son Ltd.; Plaza Newsagency.
Boot Repairers.—Boans Ltd.; Plaza Bootmakers.
Boots, Shoes, Slippers and Sandals.—Foy & Gibson (W.A.) Ltd.; Ezywalkin Pty. Ltd.; Cecil Bros.; West Australian Slipper Store; Pearse Bros. Pty. Ltd.; L. C. Mitchell & Son.
Builders' Hardware, Tools of Trade.—Foy & Gibson (W.A.) Ltd.; Millars' Timber & Trading Co. Ltd.; Harris, Scarfe & Sandovers Ltd.; Hawker Siddeley Building Supplies Pty. Ltd.; Roy Galvin & Co.; Atkins (W.A.) Ltd.
Butchering.—Draffen Bros.; Foy & Gibson (W.A.) Ltd.
Butter Making.—Watsons Foods Pty. Ltd.
Boats, Boating Equipment, Fishing Gear.—J. N. Taylor & Co. Ltd.; W. J. Lucas Ltd.; Tropical Traders Ltd.; Randell Marine Industries; Boans Ltd.
Blinds, Awnings, Canvas Goods and Venetian Blinds.—Jones Blind & Awning Co.; Bairds Pty. Ltd.
Cement, Cement Goods, Cement Additives.—Harris, Scarfe & Sandovers Ltd.; Bairds Pty. Ltd.; Cement Aids (W.A.) Pty. Ltd.
Chaff and Grain.—Barrow Linton Pty. Ltd.
Crockery and China.—Kelly & Rodoreda Pty. Ltd.; H. L. Brisbane & Wunderlich Ltd.; Goode Durrant & Murray (Aust.) Ltd.; Boans Ltd.; Caris Bros. Pty. Ltd.
Chemicals and Drugs.—F. H. Faulding & Co. Ltd.; Avery Guhl Pty. Ltd.
Chemists.—Boans Ltd.; H. Howling; Perth United Friendly Societies Chemists.

- Church Furnishing and School Supply.—Pellegrini & Co. (W.A.) Pty. Ltd.
- Clothes Laundering.—The Monarch Laundry Pty. Ltd.
- Clothes for Males or Females.—Boans Ltd.; Goode Durrant & Murray (Aust.) Ltd.; Nevada Shirt Co. Pty. Ltd.; Corot & Co. Pty.; Ltd.; Bonds Wear Pty. Ltd.; Pellews Pty. Ltd.; Walsh's Pty. Ltd.; Jantzen (Australia) Ltd.; Shimenson & Co. Pty. Ltd.; Scout Shop; Gays Wardrobe Dealers; Julianne Babywear Lingerie; Doyles Dinner Suit and Fancy Costume Hire Service.
- Condensed Milk and Milk Products.—The Nestle Co. (Aust.) Ltd.
- Confectionery.—Plaiostowe & Co. Ltd.; The Nestle Co. (Aust.) Ltd.; Boans Ltd.; Woolworths (W.A.) Ltd.; Jaslyn Candy Store; Jack Dyson Pty. Ltd.; Metro Theatre; Calthrop Bros.
- Cooked Foods.—Boans Ltd.
- Corsets, Foundation Garments.—Aherns Pty. Ltd.; Miss Elsie Kelly; Berlei Ltd.; Goode Durrant & Murray (Aust.) Ltd.
- Carpets, Linoleums.—Aherns Pty. Ltd.; Lockes Ltd.; Barrett Carpet & Furnishing Co. Pty. Ltd.; Goode Durrant & Murray (Aust.) Ltd.
- Cotton Waste.—Cotton Traders of Australia.
- Cosmetics or Toilet Preparations.—Aherns Pty. Ltd.; H. Howling; Helena Rubinstein Pty. Ltd.; F. H. Faulding & Co. Ltd.; Rexona Pty. Ltd.
- Clothes Hoists, Tubular Metal Goods.—Joyce Bros. (W.A.) Pty. Ltd.; Boans Ltd.; Jason Metal Furniture Ltd.
- Clocks, Watches.—Boans Ltd.; Caris Bros. Pty. Ltd.
- Cutlery.—Boans Ltd.; J. S. Sadique Pty. Ltd.; Harris, Scarfe & Sandovers Ltd.; McLean Bros. & Rigg Ltd.; Caris Bros. Pty. Ltd.; Hotel & Cafe Supplies Pty. Ltd.
- Dairy Produce.—Sara & Cook Pty. Ltd.; Bairds Pty. Ltd.; Watson's Foods Pty. Ltd.; Kraft Foods Ltd.
- Departmental Food Stores.—Charlie Carter Pty. Ltd.
- Departmental Stores.—Woolworths (W.A.) Ltd.; Foy & Gibson (W.A.) Ltd.
- Drapers, Dress Silk, Manchester.—Goode Durrant & Murray (Aust.) Ltd.; Boans Ltd.; Cox Bros. Economic Stores; Myers Manchester.
- Dyers and Cleaners.—Parrants Dry Cleaners.
- Display and Window Dressing.—Boans Ltd.; H. Bester.
- Earthenware.—H. L. Brisbane & Wunderlich Ltd.; Boans Ltd.
- Electric Accessories, Electric Motors and General Supplies.—British General Electric Co. Pty. Ltd.; Brear & Doonan Pty. Ltd.; Boans Ltd.; Australian Electric Co. Ltd.
- Electric Appliances, Supplies and Transmission Equipment.—Atkins (W.A.) Ltd.; Pope Products Ltd.; Elder Smith & Co. Ltd.; Boans Ltd.; W. J. Lucas Ltd.; Wilkins Service Pty. Ltd.; M. J. Bateman Pty. Ltd.
- Engineering Products, Engines, Engineers' Supplies, Machine Tools.—Pope Products Ltd.; Carlyle & Co. (1959) Pty. Ltd.; William Adams & Co. Ltd.; Saunders & Stuart Ltd.; McPherson's Ltd.; Harris, Scarfe & Sandovers Ltd.; Southern Cross Machinery Pty. Ltd.
- Export.—Paterson & Co. Ltd.; Brown & Dureau Ltd.
- Fancy Goods.—Boans Ltd.; P. Falk & Co. Ltd.; E. S. Lazarus & Co. (W.A.) Ltd.; The Red Pagoda.
- Farmers' General Requirements.—Westralian Farmers Co-Operative Ltd.
- Farm Produce.—Carbarns, Mulberry & McLean.
- Fish.—National Fisheries (1957) Pty. Ltd.; Seasnaps; Ross International Fisheries Pty. Ltd.; Boans Ltd.; Charlie Carter Pty. Ltd.; Fremantle Fishermen's Co-Operative Society Ltd.
- Fishing Tackle, Sporting Requirements, Guns, Ammunition.—Harris, Scarfe & Sandovers Ltd.; Shimenson & Co. Pty. Ltd.; Percy Crackel; Armstrong Dimmitt Pty. Ltd.
- Flowers, Plants, Seeds, Floral Art.—Wilson & Johns Pty. Ltd.; Roselea Nursery Pty. Ltd.; E. Symonds; Floral Lane, Boans Ltd.
- Fruit Trading.—Tropical Traders Ltd.
- Fruit and Vegetables.—R. Walker & Co.; Peters Greengrocers Supplies; Boans Ltd.; BurrIDGE & Warren Pty. Ltd.
- Fur Goods.—Baileys Furs; Georgette Fur Co.; Foy & Gibson (W.A.) Ltd.
- Furniture.—Cox Bros.-Economic Stores; W. Zimpel Ltd.; Lockes Ltd.; Victor Furniture Co.
- Felt Products.—Hugo Fischer Pty. Ltd.; Felt Products of West Australia.
- Fencing, Gates, Wrought Iron.—Cyclone Co. of Aust. Ltd.; Malloch Bros. Ltd.; Harris, Scarfe & Sandovers Ltd.
- Fire Fighting, Fire Prevention Equipment.—Wormald Bros. (W.A.) Pty. Ltd.; Atkins (W.A.) Ltd.; Harris, Scarfe & Sandovers Ltd.
- Fireworks.—McAlindens Pty. Ltd.; Woolworths (W.A.) Ltd.
- Fly Screens and/or Metal Window Frames.—Bell-screen Pty. Ltd.; McLean Bros. & Rigg Ltd.; Saunders & Stuart Ltd.
- Frozen Foods.—Pict Pty. Ltd.; Diamond Ice & Cold Storage Co. Pty. Ltd.; Ross International Fisheries Pty. Ltd.; Charlie Carter Pty. Ltd.; Boans Ltd.
- Foods Canned.—The Nestle Co. (Aust.) Ltd.; Plaiostowe & Co. Ltd.; H. J. Heinz Co. Pty. Ltd.; Boans Ltd.; Charlie Carter Pty. Ltd.
- Furnishings Soft.—Boans Ltd.; Goode Durrant & Murray (Aust.) Ltd.; Florence Luber Pty. Ltd.; Barrett Carpet & Furnishing Co. Pty. Ltd.
- Games and/or Toys.—John Sands Pty. Ltd.; Boans Ltd.; Tom the Toy Man; R. & E. Thorpe.
- Galvanised Iron.—John Lysaght (Aust.) Ltd.
- Gas.—Wesfarmers Kleenheat Gas Pty. Ltd.
- General Merchandise.—J. & W. Bateman Ltd.
- Garage Doors and/or Insulation.—Watson Bros. Pty. Ltd.
- General Storekeeping.—Jones Bros.; Armadale-Kelmscott Co-Operative Society Ltd.; Free-corns Pty. Ltd.
- Glass.—Australian Glass Manufacturing Co. Pty. Ltd.; Australian Window Glass Pty. Ltd.; Crown Crystal Glass Pty. Ltd.; H. L. Brisbane & Wunderlich Ltd.; Western Glass Works Pty. Ltd.
- Glass, Paint, Wallpaper.—Clarksons (W.A.) Pty. Ltd.; Barnett Bros. Pty. Ltd.; Boans Ltd.
- Grain, Manures and Fodder.—Westralian Farmers Co-Operative Ltd.
- Grocery and/or General Food Supplies.—Charlie Carter Pty. Ltd.; D. & J. Fowler (Aust.) Ltd.; Boans Ltd.; Associated Grocers Ltd.
- Gramophone Records.—Boans Ltd.; World Record Club Pty.; Nicholsons Ltd.; E.M.I. (Aust.) Ltd.; Hood's Record Centre.
- Gift Shops.—The Red Pagoda; Boans Ltd.
- Hairdressers, Hairdressers Supplies.—T. Sharp; Gillette (Aust.) Pty. Ltd.; Marigny (W.A.) Pty. Ltd.
- Ham and Bacon Curing.—Foggitt Jones Pty. Ltd.; Watsons Foods Pty. Ltd.
- Hardware.—McLean Bros. & Rigg Ltd.; Woolworths (W.A.) Ltd.; Boans Ltd.; Clarksons (W.A.) Pty. Ltd.; J. S. Sadique Pty. Ltd.
- Health Foods.—Sanatarium Health Food Co.
- Handbags and Accessories.—Boans Ltd.; Paterson Laing & Bruce Ltd.; Dainty Lady.
- Hearing Aids.—Boans Ltd.
- Honey.—Charlie Carter Pty. Ltd.; Boans Ltd.; Westralian Farmers Co-Operative Ltd.
- Hosiery and/or Gloves.—Foy & Gibson (W.A.) Ltd.; Spry's Hosiery Salon; Kayser Pty. Ltd.; Goode Durrant & Murray (Aust.) Ltd.
- Ice and Cold Storage.—Western Ice Co.; Perth Ice Works.
- Ice Cream.—Peters Ice Cream (W.A.) Ltd.
- Importing.—Gibbs, Bright & Co.; G. & R. Wills & Co. Ltd.; Foy & Gibson (W.A.) Ltd.
- Ironmongery.—W. Drabble Ltd.
- Insulation.—Watson Bros. Pty. Ltd.; Bradford Insulation (W.A.) Ltd.; Australian Sisalcraft Pty. Ltd.; Perth Modelling Works Pty. Ltd.
- Instruments, Scientific Apparatus and Laboratory Equipment.—H. B. Selby & Co. Pty. Ltd.; Watson Victor Ltd.; Tough Instrument Service Co.

- Irrigation Equipment.—Elder Smith & Co. Ltd.; Harris, Scarfe & Sandovers Ltd.
- Jewellery.—Caris Bros. Pty. Ltd.; Boans Ltd.; P. Falk & Co. Ltd.; Federal Loan Office.
- Jams.—Boans Ltd.; Charlie Carter Pty. Ltd.; D. J. McKenzie Pty. Ltd.; H. Rayner & Sons.
- Kitchenware.—Boans Ltd.; Harris, Scarfe & Sandovers Ltd.; Jason Industries Ltd.; Metters Ltd.
- Knitted Goods.—Boans Ltd.; Paterson Laing & Bruce Ltd.; Beaucott Knitters.
- Leather and/or Leather Goods.—Basnett Garland Pty. Ltd.; Boans Ltd.; Rosenstamm Pty. Ltd.; E. Arundel & Co.
- Lawn Mowers.—Boans Ltd.; W. J. Lucas Ltd.; Pope Products Ltd.; Harris, Scarfe and Sandovers Ltd.
- Laminated Plastic.—Laminex Pty. Ltd.; Harris, Scarfe & Sandovers Ltd.
- Lamps.—Atkins (W.A.) Ltd.; Boans Ltd.; Aladdin Industries Pty. Ltd.
- Lottery Tickets.—G. Doogue.
- Machinery.—Western Machinery Co. Pty. Ltd.; McPherson's Ltd.; William Adams & Co. Ltd.; Malloch Bros. Ltd.; Agricultural Parts Supply Co. Ltd.
- Military Supplies Stores.—Shimenson & Co. Pty. Ltd.
- Milk Bar, Soda Fountain.—London Court Milk Bar.
- Millinery.—Belle Gladstone; Perth Hat Mills Ltd.; Boans Ltd.
- Modellers and Plaster Board Products.—Perth Modelling Works Pty. Ltd.
- Motor Replacements and Accessories.—Coventry Motor Replacements Pty. Ltd.; Lynas Motors Pty. Ltd.; United Motors; H. B. Sales (W.A.) Pty. Ltd.; Boans Ltd.
- Motor Tyre Selling and/or Repairing.—Dunlop Rubber (Aust.) Ltd.; National Tyre Service (Perth) Pty. Ltd.; Olympic Tyre and Rubber Co. Pty. Ltd.
- Motor Vehicle.—Ford Motor Co. (Aust.) Pty. Ltd.; General Motors Holden Ltd.; Lynas Motors Pty. Ltd.; Telfer Motors.
- Music and Musical Instruments.—Nicholsons Ltd.
- Margarine.—Eta Foods Pty. Ltd.; W. Angliss & Co. (Aust.) Pty. Ltd.; Edible Oil Industries Pty. Ltd.
- Macaroni, Vermicelli.—Boans Ltd.; Atlas Macaroni Co. Pty. Ltd.
- Metals.—J. Krasnostein & Co. Pty. Ltd.; Perkins Steel & Engineering Pty. Ltd.; Austral Bronze Co. Pty. Ltd.; Eagle & Globe Steel Co. Ltd.; Saunders & Stuart Ltd.
- Nails.—Harris, Scarfe & Sandovers Ltd.; Eilbecks Wire Products Pty. Ltd.; T. Eilbeck & Son Pty. Ltd.
- Newsagents.—Plaza Newsagency; Gordon & Gotch (A/Asia) Ltd.
- Nuts.—E. G. Finlay (W.A.); Boans Ltd.
- Optical Supplies.—Yeates & Yeates; Caris Bros. Pty. Ltd.; The Australian Optical Co. Pty. Ltd.
- Office Equipment, Typewriters, Business Machines, Cash Registers.—Van Heurck Office Equipment Pty. Ltd.; Sands and McDougall Pty. Ltd.; H. L. Brisbane & Wunderlich Ltd.; Edwards Business Machines Pty. Ltd.; I.B.M. Australia Pty. Ltd.; National Cash Register Co. Pty. Ltd.
- Oils Edible.—W. Angliss & Co. (Aust.) Pty. Ltd.; Edible Oil Industries Pty. Ltd.; Eta Foods Pty. Ltd.
- Photographic Supplies, Cameras, Equipment, Films.—Kodak (A/asia) Pty. Ltd.; Boans Ltd.; Perth Photographics Pty. Ltd.; Kevron Photographics Pty. Ltd.; Ilford Australia Pty. Ltd.; Sixteen Millimetre (Aust.) Pty. Ltd.
- Pipes and Fittings.—Stewarts and Lloyds (Distributors) Pty. Ltd.; Harris, Scarfe and Sandovers Ltd.; Bairds Pty. Ltd.
- Plumbers' Requisites.—McLean Bros. & Rigg Ltd.; Duffy's Hardware & Plumbers.
- Printing and Printers' Requirements.—Spicers (Aust.) Pty. Ltd.; F. T. Wimble & Co. Ltd.
- Pet Foods.—James Goss; Darlington Bird Farm; Boans Ltd.
- Paints.—Lewis Berger & Sons (W.A.) Pty. Ltd.; McLean Bros. & Rigg Ltd.; Boans Ltd.; Millars' Timber & Trading Co. Ltd.
- Packing Materials.—Australian Sisalcraft Pty. Ltd.; W.A. Packing Products; Minnesota Mining & Manufacturing (Aust.) Pty. Ltd.
- Pickles, Sauces.—Boans Ltd.; Charlie Carter Pty. Ltd.; H. Rayner & Sons; D. & J. Fowler (Aust.) Ltd.
- Pictures, Art Objects.—Boans Ltd.; Gainsborough Art Gallery; Marjorie Young (Aust.) Pty. Ltd.
- Plastic Goods.—Williams & Wood Pty. Ltd.; P. Falk & Co. Ltd.; Moulded Products (W.A.) Pty. Ltd.; Nolan Shannon (W.A.) Pty. Ltd.
- Potato Chips.—E. G. Finlay (W.A.).
- Pop Corn.—E. G. Finlay (W.A.); Youngs Pop Corn.
- Pottery, Porcelain & Earthenware.—H. L. Brisbane & Wunderlich Ltd.
- Poultry.—Poultry Growers of W.A. Co-operative Society Ltd.; Gordons the Poulterers; Boans Ltd.
- Poultry Foods.—James Goss; Bairds Pty. Ltd.; Westralian Farmers Co-operative Ltd.
- Prams.—Jones Blind & Awning Co.; W. H. Garvey; Boans Ltd.
- Polishes.—Westralian Soaps Pty. Ltd.; National Trading Co. Pty. Ltd.; Nugget Polish Pty. Ltd.; Boans Ltd.
- Rubber Products.—Dunlop Rubber (Aust.) Ltd.
- Radio Supplies.—Boans Ltd.; Carlyle & Co. (1959) Pty. Ltd.; Pope Products Ltd.; W. J. Lucas Ltd.; E.M.I. (Aust.) Ltd.
- Refrigerators, Refrigeration.—Nicholsons Ltd.; Boans Ltd.; W. J. Lucas Ltd.; Hawthorn Coldstream Pty. Ltd.; Elder Smith & Co. Ltd.; A. J. Baker & Sons; James N. Kirby Sales Pty. Ltd.; Atkins (W.A.) Ltd.; Electrolux Pty. Ltd.
- Replacement Parts, Accessories.—Atkins (W.A.) Ltd.
- Scales, Slicing Machines, Mixers.—W. & T. Avery (Aust.) Pty. Ltd.; Hamer & Co. Pty. Ltd.; Toledo-Berkel Pty. Ltd.
- Sewerage & Sanitary Supplies.—Boans Ltd.; Roy Galvin & Co.; H. L. Brisbane & Wunderlich Ltd.
- Sewing Machines or Parts.—Singer Sewing Machine Co.; Boans Ltd.; Electronic Industries Imports Pty. Ltd.
- Ships' Stores.—Fremantle Providoring Co. Pty. Ltd.; R. Walker & Co.
- Silks.—West End Ladies' Outfitters.
- Soap, Candle and Cleaning Products.—Westralian Soaps Pty. Ltd.; Unilever Aust. Pty. Ltd.; Boans Ltd.
- Stoves, Heating Appliances.—Metters Ltd.; Bairds Pty. Ltd.; McLean Bros. & Rigg Ltd.
- Sporting Equipment.—Ken Meuleman & Co.; Harris, Scarfe & Sandovers Ltd.; P. Falk & Co.
- Scaffolding.—Acrow (W.A.) Pty. Ltd.
- Stamp Dealing.—Boans Ltd.; The Collector.
- Steel Goods.—Rheem Australia Pty. Ltd.; Saunders & Stuart Ltd.; Wormald Bros. (W.A.) Pty. Ltd.
- Surgical and Medical Supplies.—F. H. Faulding & Co. Ltd.; Watson, Victor Ltd.
- Tea or Coffee.—Bushells Pty. Ltd.; D. & J. Fowler (Aust.) Ltd.; Boans Ltd.; Charlie Carter Pty. Ltd.
- Tobacco and/or Tobacconists' Goods.—W. D. & H. O. Wills (Aust.) Ltd.; T. Sharp; P. Falk & Co. Ltd.
- Travel Goods.—Mallabones Pty. Ltd.; Boans Ltd.
- Tobacconist.—Boans Ltd.; T. Sharp.
- Television.—Pope Products Ltd.; Carlyle & Co. (1959) Pty. Ltd.; Boans Ltd.; Nicholsons Ltd.; W. J. Lucas Ltd.; James N. Kirby Sales Pty. Ltd.; Rental T.V. Sales Service Pty. Ltd.
- Textiles.—Makower McBeath & Co. Pty. Ltd.; Samuel Courtauld & Co. (Aust.) Pty. Ltd.
- Tiles.—Dunlop Rubber Australia Ltd.; L. & E. Thomas Pty. Ltd.
- Vacuum Cleaners.—Electrolux Pty. Ltd.; Atkins (W.A.) Ltd.; Boans Ltd.; W. J. Lucas Ltd.
- Veterinary Supplies.—Elder Smith & Co. Ltd.
- Wallboard.—Perth Modelling Works Pty. Ltd.; Gibbs, Bright & Co.
- Wire Netting.—L. & E. Thomas Pty. Ltd.; Cyclone Co. of Aust. Ltd.; Bairds Pty. Ltd.
- Wire Rope.—McLean Bros. & Rigg Ltd.
- Woollens and Worsteds.—Andrews Bros. Pty. Ltd.; Goode Durrant & Murray (Aust.) Ltd.
- Yeast.—Mauri Bros. & Thomson (W.A.) Pty. Ltd.; Boans Ltd.

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 126 of 1961.

Between Coastal District Committee Amalgamated Engineering Union Association of Workers; State Executive, Australasian Society of Engineers' Industrial Association of Workers; The Boilermakers' Society of Australia, Union of Workers, Coastal Districts, W.A.; Electrical Trades Union of Workers of Australia (Western Australian Goldfields Sub-Branch), Kalgoorlie; The Western Australian Amalgamated Society of Carpenters and Joiners' Industrial Union of Workers; The Federated Engine Drivers and Firemen's Union of Workers of Western Australia; The Operative Painters and Decorators' Industrial Union of Workers, Perth; The West Australian Plumbers and Sheet Metal Workers' Industrial Union of Workers; Australian Workers' Union, Westralian Branch, Industrial Union of Workers and The Operative Bricklayers and Rubble Wallers' Industrial Union of Workers, Perth, W.A., Applicants, and Australian Iron and Steel Limited, Respondent.

HAVING heard Mr. J. Coleman on behalf of the Coastal District Committee Amalgamated Engineering Union and the Australasian Society of Engineers; Mr. R. W. Fletcher on behalf of the Electrical Trades Union (Western Australian Goldfields Sub-Branch), Kalgoorlie, The Boilermakers' Society of Australia, the Amalgamated Society of Carpenters and Joiners, The Operative Painters and Decorators' Union, The West Australian Plumbers and Sheet Metal Workers' Union and The Operative Bricklayers and Rubble Wallers' Union and Mr. H. Barry on behalf of the Australian Workers' Union and Mr. D. Hosking on behalf of the respondent, and by consent, the Court in pursuance of the powers contained in Section 92 of the Industrial Arbitration Act, 1912-1961 doth hereby order and declare—

That the "Iron Ore Production Industry (Yampi Sound) Award, 1955" No. 17 of 1955, as amended and consolidated, be and the same is hereby further amended and consolidated in the manner following.

Dated at Perth this 20th day of December, 1962.

By the Court,

[L.S.]

R. V. NEVILLE,
President.

1.—Title.

This Award shall be known as the Iron Ore Production Industry (Yampi Sound) Award No. 17 of 1955 as amended and consolidated.

2.—Arrangement.

1. Title.
2. Arrangement.

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PART I.—APPLICATION

3.—Area and Scope.

This Award shall apply to workers engaged in vocations mentioned herein and employed in or in connection with the production of iron ore in Yampi Sound.

4.—Term.

The term of this Award shall be for a period of one (1) year from the date hereof, and its provisions shall become applicable on the first pay period commencing after the said date.

(This Award was delivered on the 29th day of July, 1955.)

PART II.—GENERAL PROVISIONS.

Clauses under this heading are to be operative throughout the industry except where otherwise specifically provided herein.

5.—Hours (other than Continuous Shift Workers).

(a) Forty (40) hours shall constitute a week's work and shall be worked in five (5) shifts of eight (8) hours (exclusive of crib time), Monday to Friday inclusive.

(b) Where more than one shift is worked, forty (40) hours shall constitute a week's work, to be worked in five (5) shifts of eight (8) hours from Monday to Friday (inclusive). For workers in the power house and any other process which must continue while crib is being taken, such hours shall be inclusive of crib time but for other shift workers crib time shall be excluded unless three (3) shifts are worked.

(c) The actual times for starting and finishing work shall be as agreed upon between the employer and the workers, but, in the event of these parties being unable to agree, shall be as fixed by a Board of Reference constituted under this Award.

(d) In all cases in reckoning the time of duty of workers covered by Division (ii) of Part III of this Award, any time necessarily occupied in raising steam in starting up or closing down engines or in banking fires shall be included.

(e) Crib time included in the hours of work under subclause (b) of this clause shall not exceed twenty (20) minutes and shall be taken at the employer's convenience at such time as not to cause a stoppage of work.

(f) One (1) break of ten (10) minutes shall be allowed during the morning of each shift to all workers during working hours: Provided that such break shall not prevent the continuous operation of the power station, electric shovels, quarry transport, crushing plant and shiploading or other plant that should operate continuously throughout the day or shift.

(g) Nothing herein shall apply to workers employed in the mess.

6.—Overtime (other than Continuous Shift Workers).

(a) For all work done outside the ordinary hours of duty on any week day (including Saturday) payment shall be at the rate of time and a half for the first two (2) hours and double time thereafter.

(b) Except as hereinafter provided, all work done on Sunday and on all holidays prescribed by subclause (a) of clause 8, shall be paid at double time, except when any worker is employed effecting repairs to or renewals of plant or machinery in order to enable work to be safely resumed or for maintaining the continuity of electric light, power and water supply (not including the installation of new machinery or plant) in which case the rate shall be time and a half.

(c) When computing overtime, the district allowance shall not be computed as an addition to the day's pay.

(d) These overtime rates shall not apply to excess time due to private arrangement between the workers themselves, or which is necessary for effecting periodical rotation of shifts, or which is owing to a relieving man not coming on at the appointed time. The time for which any worker may be paid at ordinary rates instead of overtime, due to a relieving man not coming on at the proper time, shall not exceed two (2) hours, after the expiration of which overtime rates shall apply for the whole shift.

(e) (i) When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that workers have a least eight (8) consecutive hours off duty between the work of successive days.

(ii) 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 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.

(iii) 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.

(f) (i) All time worked by a worker during his usual meal time shall be paid for at overtime rates and such a worker shall be allowed a break of at least twenty (20) minutes in which to take a meal. In the event of no meal being taken a worker shall be paid at overtime rates until he receives such a break but he shall not be compelled to work for more than six (6) hours without such a break.

(ii) In the event of a worker commencing a meal break prior to his usual meal time any period so taken prior to the meal time shall be deemed to fall during the usual meal time for the purposes of paragraph (i) hereof.

(g) When a worker is recalled to work after leaving the premises he shall be paid for at least three (3) hours at overtime rates. This subclause shall not apply in cases where it is customary for a worker to return to the employer's premises to perform a specific job, outside his ordinary working hours. Overtime worked in the circumstances specified in this subclause shall not be regarded as time worked for the purposes of subclause (e) of this clause where the actual time worked is less than three (3) hours on such recall.

(h) Standing by. When a worker is required to hold himself in readiness for a call after ordinary hours, he shall be paid at ordinary rates for the time that he holds himself in readiness.

(i) When a worker, without being notified on the previous day, is required to continue working after the usual knock-off time for more than one (1) hour or (in the case of a day worker) after 5.30 p.m., whichever is the later, he shall be provided with any meal required.

(j) Overtime on shift work shall be based on the rate payable for shift work.

(k) 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.

(l) Nothing contained in subclauses (a), (b), (d), (e), (f), (g), (h), (i) and (j) hereof shall apply to workers employed in the mess.

(m) All time worked by workers in the mess outside the daily spread of twelve (12) hours or in excess of forty (40) hours in any one (1) week shall be deemed overtime and paid for at the rate of time and one-third: Provided that overtime in excess of seven (7) hours in any one (1) week shall be paid for at the rate of double time.

7.—Continuous Shift Workers.

(a) Forty (40) hours (inclusive of a twenty (20) minute crib time which shall be taken in relays at such times as not to cause a stoppage of operations) shall constitute a week's work to be worked in five (5) shifts of eight (8) hours each: Provided that this clause shall be deemed to have been complied with if the ordinary working hours do not exceed eighty (80) hours per fortnight to be worked in shifts of eight (8) hours each. For the purpose of this clause a "fortnight" means a pay fortnight.

(b) All time worked in excess of or outside the ordinary working hours as prescribed shall be paid for at the rate of double time except as provided in subclause (c) hereof and except where a worker is called upon to work a regularly rostered overtime shift when the rate shall be time and a half for the first four (4) hours and double time thereafter.

(c) These overtime rates shall not apply to excess time due to private arrangements between the workers themselves or which is necessary for effecting periodical rotation of shifts, or which is owing to a relieving man not coming on at the appointed time. The time for which any worker may be paid at ordinary rates instead of overtime due to a relieving man not coming on at the proper time, shall not exceed two (2) hours, after the expiration of which overtime rates at the rate of time and a half for the first four (4) hours and double time thereafter shall apply for the whole of the extra time worked except that when the employer has received at least twelve (12) hours' notice of such absence or when such time in excess of two (2) hours is worked immediately following a regularly rostered overtime shift double time shall be paid for the whole of the extra time worked.

(d) All work performed during ordinary hours on Saturdays, Sundays or the holidays prescribed in subclause 8 (a) hereof shall be paid for at the rate of time and a half. These rates shall be paid in lieu of the shift allowances prescribed by Clause 27 hereof.

(e) All work performed on Sundays or on any of the holidays prescribed in subclause 8 (a) hereof in excess of the hours prescribed in subclause (a) shall be paid for at the rate of double time.

(f) Overtime on shift work shall be based on the rate payable for shift work. This rate shall not include the weekend penalty rates prescribed in subclause (d) hereof.

(g) (i) 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.

(ii) 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 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.

(iii) If, on the instructions of his employer, such 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 such 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.

(h) When a worker is recalled to work after leaving the premises he shall be paid for at least three (3) hours at overtime rates. This subclause shall not apply in cases where it is customary for a worker to return to the employer's premises to perform a specific job outside his ordinary working hours. Overtime worked in the circumstances specified in this subclause shall not be regarded as time worked for the purposes of subclause (g) of this clause where the actual time worked is less than three (3) hours on such recall.

(i) A worker shall not be compelled to work for more than six (6) hours without a break for a meal.

(j) When a worker, without being notified on the previous day is required to continue working after the usual knock-off time for more than one hour he shall be provided with any meal required.

(k) When computing overtime, the district allowance shall not be computed as an addition to the day's pay.

(l) 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.

(m) This clause may only be applied in respect to workers employed in a power station but liberty is reserved to apply to delete this subclause.

8.—Holidays and Annual Leave.

(a) Subject to clauses 6 (b) and 7 hereof the following days or the days observed in lieu thereof shall be observed as holidays without deduction of pay: Christmas Day, Good Friday, Easter Monday, Labour Day, and one additional day in each calendar year to be nominated by the employer. If Christmas Day falls on a Saturday or Sunday, the following Monday shall be observed. Provided that any worker who does not present himself for work (if required) 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.

(b) (i) Except as hereinafter provided, a period of three (3) 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.

(ii) Continuous shift workers shall be allowed one (1) week's leave in addition to the leave prescribed in paragraph (i) hereof. Where a worker with twelve months' continuous service is engaged for part of a qualifying twelve monthly period as a continuous shift worker he shall be entitled to have the period of three (3) consecutive weeks' annual leave prescribed in paragraph (i) hereof increased by one-twelfth of a week for each completed month he is continuously engaged as aforesaid.

(iii) A worker may, if he so desires, accumulate such leave for a period of two (2) years.

(c) If any Award holiday falls within a worker's period of annual leave and is observed on a day which in the case of that worker would have been an ordinary working day, there shall be added to that period one (1) day being an ordinary working day for each such holiday observed as aforesaid.

(d) 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-quarter ($\frac{1}{4}$) of a week's pay at his ordinary rate of wage in respect of each completed month of continuous service.

(e) 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.

(f) 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.

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

(h) 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.

9.—Travelling.

(a) The employer shall provide transport from Perth or any port north thereof in Western Australia to the place of employment, the fare to be deducted from the subsequent earnings of the worker in such a manner as is agreed upon in writing by the parties: Provided that, if the worker completes six (6) months' continuous service with the employer or is dismissed before that time through no fault of his own, the fare shall be refunded to the worker by the employer: Provided further that if the worker completes one (1) year's continuous service with the employer, the fare to Perth or the original port of embarkation in Western Australia shall be paid by the employer or pro rata after six (6) months of service if in the latter case he leaves for a reason deemed reasonable by the employer.

(b) Board and lodging at Derby shall be provided by the employer whilst the worker is waiting for the first available and suitable transport to his place of employment.

(c) One (1) day's wages at ordinary rates shall be allowed whilst travelling to the place of employment, irrespective of the place of commencement of the worker's journey, the length thereof, or the means of transport.

10.—District Allowance.

In addition to the wages prescribed in the wages clauses of this Award, a district allowance of forty shillings (40s.) per week shall be paid to all adult workers: Provided that no district allowance shall be payable during the period of annual holidays or long service leave, except for any such period during which a worker or his family or dependants remain in the Award area.

Liberty is reserved to apply to amend this Clause.

11.—Board and Lodging.

(a) If required, workers shall be provided with suitable board and lodging. Such lodging shall include the provision of a stretcher, mattress and pillow.

(b) The employer shall be entitled to deduct a sum not exceeding twenty-seven per cent. (27%) of the basic wage per week from the wages of each worker for the board and lodging so provided.

(c) Liberty is reserved to apply to delete or amend this Clause.

12.—Payment of Wages.

Wages shall be paid fortnightly.

13.—Accidents and Transportation.

(a) In the case of accident, the employer shall, when necessary, make the necessary provision for the transport of the injured worker to the nearest hospital town and, when necessary, some person shall accompany the injured worker, such attendant to be transported free and to be paid for all lost time and reasonable expenses incurred.

(b) A first-aid room, suitably equipped, shall be provided by the employer at the machine shop and ship loading plant and an emergency first-aid kit shall be provided at the power house and quarry.

(c) Any first-aid man appointed by the employer to perform first-aid duties shall be paid an allowance of two shillings and sixpence (2s. 6d.) per shift in addition to his ordinary rate of pay.

14.—Water Supply.

The employer shall provide potable water for workers, in quantities not less than three (3) gallons per day per man.

15.—Union Representative.

(a) The duly appointed representatives of the Unions on the works shall be recognised by the employer.

(b) In the case of a disagreement existing or anticipated concerning any of the provisions of this Award, an accredited representative of the Union shall be permitted to interview the workers during the recognised meal hour, on the business premises of the employer.

16.—Board of Reference.

The Court hereby appoints, for the purposes of the Award, a Board or Boards of Reference. Each Board shall consist of a chairman and two (2) other representatives, one to be nominated by each of the parties. There are assigned to each such Board, in the event of no agreement being arrived at between the parties to the Award, the functions of—

(i) adjusting any matters of difference which may arise between the parties from time to time except such as involve interpretations of the provisions of the Award or any of them;

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

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.

17.—Contract of Service.

(a) The contract shall be by the week and shall be terminable by one (1) week's notice given on either side on any day. If the employer or a worker fails to give the required notice, one (1) week's wages shall be paid or forfeited as the case may be.

(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 19, or such absence is on account of holidays to which the worker is entitled under the provisions of the Award.

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

18.—Breakdowns, Etc.

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.

19.—Payment During Sick Leave.

(a) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health for one-twelfth (1/12th) of a week for each completed month of service: Provided that subject to subclause (e) hereof 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) Any time (up to a maximum of one (1) week in any calendar year) during which the worker is delayed in Derby waiting for transport back to the island to resume work after any such sickness shall be paid for as if it were absence through ill-health under this clause but shall be left out of account in any computation of the sick leave to which such worker may then or subsequently be entitled under subclause (a) or (e) hereof. This subclause shall apply only on production of a medical certificate which also specifies the date on which the worker was fit to resume work.

(c) 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.

(d) 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.

(e) 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 a worker for a period of four (4) years but no longer from the end of the year in which it accrues.

20.—Time and Wages Record.

(a) The employer shall keep a time and wages record showing the name of each worker governed by this Award, the nature of his work and hours worked each day and the wages and allowances paid each week. Any system of automatic recording by means of machines shall be deemed a compliance with this provision to the extent of the information recorded.

(b) The time and wages record of each worker governed by this Award shall be open for inspection to a duly accredited representative of the union during the usual office hours at the employer's office or other convenient place and he shall be allowed to take extracts therefrom.

21.—Posting of Award and Union Notices.

The employer shall keep a copy of this Award in a convenient place in the workshop, and he shall also provide a notice board for the posting of union notices. All notices shall be submitted to the employer for approval before being posted.

22.—Long Service Leave.

(a) Any worker who during the term of this Award or any amendment thereof or while this Award or any amendment thereof continues in operation pursuant to section 93 of the Industrial Arbitration Act, 1912-1961, shall complete ten (10) years' continuous service (calculated from his attaining the age of eighteen (18) years or from the 31st day of October, 1956, whichever is the later) with the employer under this Award shall, subject to any provision abrogating, modifying or extending such rights contained in any such amendment, be entitled to three (3) months' long service leave, to be granted at the convenience of the employer.

(b) A worker will, subject as aforesaid, be similarly entitled to a further period of three (3) months' long service leave upon completing during the time mentioned in subclause (a) hereof a further ten (10) years' subsequent continuous service under this Award and thereafter to a further period of three (3) months' long service leave in respect of the completion during the time aforesaid of each seven (7) years' continuous service under this Award.

(c) Any paid holidays, occurring during the period in which a worker is on long service leave will be calculated as portion of the long service leave and extra days in lieu thereof shall not be granted.

(d) During any period of long service leave, district allowance will not be paid except when the worker or his family or dependants remain in the Award area.

(e) An employee whose service is broken owing to the exigencies of his particular work shall in respect of such break be deemed to be "on leave without pay."

(f) Absence on Workers' Compensation, will count as service for any period up to six (6) months. When the period exceeds six (6) months, each case will be dealt with on its merits, and in the event of disagreement between the employer and the worker or the union (if any) of which he is a member, shall be determined by a Board of Reference under this Award.

(g) Any worker who ceases his employment or is dismissed for any reason other than misconduct or unsatisfactory service and who has since the 31st day of October, 1956, or since attaining the age of eighteen (18) years, whichever is the later, served continuously for five (5) years next before his cessation of employment or dismissal shall be paid for long service leave pro rata to the date of such cessation or dismissal.

(h) Absence on paid sick leave under this Award shall not break continuity of service for the purpose of this clause.

(i) Absence due to sickness or accident not covered by this Award or by Workers' Compensation shall not count as service for the purpose of computing long service leave entitlements but shall not break continuity of service provided that the employer is notified of such sickness or accident as soon as is reasonably possible after the commencement of such sickness or occurrence of such accident.

(j) The period during which a worker is on long service leave shall not be taken into account in computing subsequent long service leave entitlements but shall not break continuity of service.

(k) Any period not exceeding two (2) weeks during which the worker is on leave without pay (i.e. is absent with the employer's consent) shall not be taken into account in computing long service leave entitlements but shall not break continuity of service.

(l) Subject to subclause (j) hereof, the qualifying period for the second grant of long service leave shall commence from the date the worker shall actually become entitled to the first grant of long service leave and, similarly, any subsequent qualifying period shall begin from the date of entitlement to the preceding period.

(m) In the event of any worker taking part in a strike, the operation of this clause shall be deemed to be suspended in relation to such worker and

shall continue to be suspended until the Court or a Board of Reference appointed under this Award otherwise orders. In any application in relation to any such suspension, the Court or the Board of Reference may make such order relating to the application of the provisions of this clause as to it may seem just and equitable in all the circumstances of the case.

Without limiting the generality of the foregoing provision, it is hereby provided that the Court or Board of Reference may order that the continuity of service shall be deemed not to have been broken by such strike but that any qualifying period then accrued shall be deemed to be reduced to such extent as it may deem proper.

(n) During long service leave no worker shall engage in any other employment without the consent of the Company.

(o) Liberty is reserved to any party to the Award to apply to amend this clause.

23.—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 employer and the union.

(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.

24.—Preference.

(a) Preference of employment in respect of tasks for which rates of wages are specified in this Award shall be given to financial members of the unions who are parties to this Award or to persons who give to the employer an undertaking in writing to make application to join the appropriate union within one (1) month of accepting employment. Provided that—

(i) there are members of the relevant union or intending members applying as aforesaid, equally qualified with other workers offering their services to perform the particular work required to be done and ready and willing to undertake the same; and

(ii) the rules of each union shall permit any worker of good character with the requisite qualifications (if any) coming within the scope of this Award to become a member of the union upon payment of the subscription and/or entrance fee prescribed by the registered rules.

(b) Where a worker, not having been a member of the relevant union at the time of his engagement, applies for membership of the union within one (1) month after his engagement, it shall be deemed that no question of preference has arisen unless and until his application is rejected for good cause.

(c) The provisions of this clause shall not apply to junior workers or apprentices.

(d) Liberty is reserved to delete or amend this clause.

25.—Junior Workers.

(a) Unapprenticed male junior workers (under 21 years of age) may be employed in any of the vocations mentioned in this Award, in the proportion of one (1) to every three (3) or fraction of three (3) adult workers.

Junior workers shall receive wages and proportionate district allowance in accordance with the following scale:—

	Percentage of Male Basic Wage and of District Allowance.
Under 17 years of age	50
17 to 18 years of age	60
18 to 19 years of age	70
19 to 20 years of age	80
20 to 21 years of age	100

(b) The term "junior worker" shall not apply to a worker under 21 years of age who has completed his term of apprenticeship.

(c) In the event of any dispute between the union concerned and the employer as to the appropriateness of the employment of a junior worker, the matter may be referred to a Board of Reference.

26.—Higher Duties.

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

27.—Shift Work.

(a) (i) A worker who does not work at least one (1) week on day work or day shift out of each consecutive three (3) weeks shall be paid for each shift other than day shift at the rate of time and one-quarter. Provided that if he is required to work for more than one (1) week consecutively on afternoon shift or for more than one (1) week consecutively on night shift such a worker shall be paid at the rate of time and one-quarter for each shift other than day shift in the consecutive second and subsequent weeks of afternoon shift or of night shift.

(ii) This subclause shall not apply to workers employed on any roster agreed between the parties, nor to workers to whom this subclause would only otherwise apply because of a change of shift due to a private arrangement with another worker, nor to workers (known as "rostered relief workers") regularly employed on continuous process work who are required to work shifts to enable other workers engaged on such work to change shifts weekly and to have their days off, and if such rostered relief worker is not required to work more night shifts or more afternoon shifts than the number of day shifts worked by him.

(b) 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.

(c) (i) Where any particular process is carried out on shifts other than day shift, and less than five (5) consecutive afternoon or five (5) consecutive night shifts are worked on that process, then workers employed on such afternoon or night shifts shall be paid at overtime rates.

(ii) The sequence of work shall not be deemed to be broken under the preceding paragraph (i) by reason of the fact that work on the process is not carried out on a Saturday or Sunday or on any public holiday.

(iii) Where five (5) consecutive afternoon or night shifts are not worked because of any reason beyond the control of the employer this subclause shall not apply.

(d) (i) A worker who replaces a regular shift worker who is absent for any reason beyond the control of the employer, on afternoon or night shift, shall be paid at the rate of time and one-quarter if he does not work for five (5) consecutive shifts (other than day shift) and the appropriate shift work rate if he works five (5) or more of such shifts consecutively.

(ii) A worker who replaces on afternoon or night shift a regular shift worker who is absent by reason of a direction of the employer shall be paid at overtime rates unless he works the number of consecutive shifts prescribed in the next preceding paragraph.

(iii) The sequence of consecutive shifts shall not be deemed to be broken under paragraph (i) by reason of rostered days off in respect to workers employed on continuous process work or by a Saturday or Sunday in respect to other workers or by any public holiday or any other reason beyond the control of the employer.

(iv) A worker who does not work five (5) consecutive shifts for any reason beyond the control of the employer shall not be entitled to payment under the provisions of this subclause.

(e) Where a shift commences at or after 10.30 p.m. then the whole shift shall be paid for at the rate which applies to the major portion of the shift.

28.—Resumption of Work after Annual Leave.

When a worker is not notified prior to taking his annual leave that no further work is available at the works, his employment shall be continued on his return for a minimum period of two (2) weeks or he shall be paid two (2) weeks' wages in lieu thereof, unless dismissed for misconduct.

29.—Maximum Rate.

Notwithstanding anything contained in this Award to the contrary, no time of duty whatsoever shall be required to be paid for at more than double time rate. This clause shall be deemed not to include any of the rates prescribed in clauses 31, 36 and 39 hereof.

PART III.—RATES OF PAY.

Clauses in the various divisions under this heading are to be operative only in connection with the workers classified in the division concerned except where otherwise specifically provided herein in such division.

Division (i).—Australian Workers' Union.

30.—Wages.

The following shall be the minimum rates of wages payable to the workers employed in the vocations set out hereunder:—

	Per Week
	£ s. d.
(a) Basic Wage.	14 11 6
	Margin
	Per Week
	£ s. d.
(b) Adults:	
(1) Powder Monkey	2 15 6
(2) Bit Sharpener	1 18 0
(3) Rock Drill Machineman	2 13 0
(4) Popper Machineman	1 16 6
(5) Quarry Labourer	17 6
(6) Primary crusher—tip operator	2 5 0
(7) Crusher attendants—	
(i) Primary	2 5 0
(ii) Secondary	1 17 6
(8) Conveyor belt feeders	1 12 0
(9) Conveyor belt attendants	15 6
(10) Weightometer attendant	1 12 0
(11) Boom attendant	1 12 0
(12) Surveyor's chainman	1 3 0
(13) Tradesmen's assistants	1 9 6
(14) Blacksmith's striker	1 9 6
(15) Rigger	2 11 0
(16) Workers loading and/or unloading vessels, including loading into wharf sheds, provided that nothing herein shall apply to the loading of iron ore	1 9 6
(17) Store Assistant	1 16 0
(18) Hygiene Man	1 12 0
(19) Man in charge concrete batching plant	2 15 0
(20) Man handling dry cement	13 0
(21) General labourer	nil
(22) Diamond Driller	3 4 0
(23) Diamond Driller's Assistant	15 0
(24) Crackerman	1 17 6
(25) Brush Hand	1 9 0
(26) Trowel Hand and renderer	1 18 6
(27) Shovel Greaser	1 9 6
(28) Assayer	1 15 0
(29) Cooks:	
Where three or more cooks are employed—	
First cook	3 17 0
Second cook	2 11 0
other cooks	1 18 6
Where two cooks are employed—	
First cook	3 4 0
Second cook	2 3 0
Where only one cook is employed	2 11 0
(30) Kitchen man, Scullery man, Pantry man, Handy man and General mess hand	19 0
(31) Man in charge—Pile Frame	4 3 0
(32) Topman	2 17 6
(33) Pile Frame Hand	2 1 6

Liberty is reserved to either party to apply in respect to this subclause.

(c) Leading Hand.—A leading hand placed in charge of not less than three (3) men shall be paid three shillings and tenpence (3s. 10d.) per day extra.

31.—Special Rates and Provisions.

(a) Height Money.—Tradesmen's Assistants, General labourers, Brush hands, Riggers and Store Assistants engaged in the erection of steel frame buildings or similar structures at a height of fifty feet (50 ft.) or more above the nearest horizontal plane shall be paid at the rate of two shillings (2s.) per day extra.

(b) Wet Places.—Tradesmen's Assistants, General labourers, Brush hands, Riggers and Store Assistants employed in wet places shall be paid threepence (3d.) per hour extra.

(c) Dirt Money.—Threepence (3d.) per hour extra shall be paid to Tradesmen's Assistants, General labourers, Brush hands, Riggers and Store Assistants when engaged on work of an unusually dirty nature where clothes are necessarily unduly soiled or injured, or boots are unduly injured by the work done.

(d) Where more than one of the disabilities entitling a worker to extra rates exist on the same job, the employer shall be bound to pay only one rate, namely, the highest, for the disabilities so prevailing.

Division (ii).—Engine Drivers and Firemen.

32.—Wages.

The following shall be the minimum rates of wages payable to workers employed in the vocations set out hereunder:—

	Per Week.
	£ s. d.
(a) Basic Wage	14 11 6
	Margin
	Per Week.
	£ s. d.
(b) Adults:	
Drivers of suction gas or other internal combustion engines—	
(a) 50 b.h.p. or over	2 17 6
(b) If under 50 b.h.p.	2 5 0
Additions to Margins:	
If an engine driver also attends to an electric generator or dynamo exceeding 10 k.w. capacity, he shall be paid an additional sum of nineteen shillings (19s.) per week.	
If an engine driver also attends a switchboard where the generating capacity is 350 k.w. or over he shall be paid an additional sum of nine shillings and sixpence (9s. 6d.) per week.	
Driver of electric shovel	4 14 0
Wharf Crane Driver	2 8 0
Mobile crane driver	3 6 0
Engine Cleaner	1 1 0
Driver of steam hammer-pile driver	3 3 6
Man operating Crawl-IR with compressor	2 15 0

Liberty is reserved to either party to apply in respect to this subclause insofar as Wharf Crane Driver is concerned.

33.—Dirty Work.

Workers engaged inside in cleaning the inside of engine crank cases shall be paid sixpence (6d.) per hour extra whilst employed at such work.

Division (iii).—Metal Trades.

34.—Definitions.

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

(b) "First-class machinist" means a tradesman who is partly or wholly engaged in setting up and operating the following machines: Lathe, boring machine, milling machine, planing machine, shaping machine, slotting machine and grinding machine.

(c) "Second-class machinist" means an adult not engaged as a tradesman and who is not required to work from drawings or prints required to be scaled and/or measured from drawings or prints, or to make precision measurements but who is engaged in operating or in the setting up and operating of machines enumerated in the definition of "First-class machinist" or who is engaged operating a key-seating machine, or a second-class brass finisher or as a pipe fitter on low pressure work.

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

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

(f) "Electrical fitter" means a fitter mainly engaged in making, fitting or repairing electrical machines, instruments or appliances, who in the course of his work applies electrical knowledge.

(g) "Electrical Installer" means a tradesman mainly engaged on electrical installation, repair and maintenance work.

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

(i) "Electrical linesman" means a worker engaged (with or without labourers assisting) in erecting poles for electrical wires or erecting wires or cables on poles or over buildings, or tying it or them to insulators, or joining or insulating it or them, or doing any work on electrical poles off the ground, but no linesman shall be allowed to work off the ground on live wires without the assistance of a labourer.

(j) "Heat Treater" means a tradesman who is required to apply general trade experience as a heat treater, and who carries out the operation of heat treatment to produce in the materials treated such requirements as hardness, toughness, ductility, resistance to abrasion, elasticity, tensile strength, machinability and resistance to creep, and who works to limits in size and straightness in tool work.

Welding Section:

(k) "First-class welder" means a worker using electric arc or acetylene, petrol, or coal gas blow-pipe on any work other than—

- (a) filling castings;
- (b) cutting scrap metal;
- (c) welding with the aid of jigs; or
- (d) operations specifically mentioned as being the work of a second, third, or fourth-class welder in the definition of those terms hereunder.

(l) "Second-class welder" means a worker who—

- (a) uses any of the foregoing types of welding apparatus in filling castings;
- (b) welds with the aid of a jig; or
- (c) operates automatic welding machines for the setting up of which he is not responsible.

(m) "Third-class welder" means a worker who uses any of the foregoing types of welding apparatus in tacking preparatory to the completion of work by any other worker.

(n) "Fourth-class welder" means a worker using an electric spot or butt-welding machine or cutting scrap with oxy-acetylene blowpipe, petrol or coal gas blowpipe.

Boilermaking Section:

(o) "Boilermaking" means the fabrication, erection, and/or repairing of steel or iron boilers or other vessels subject to greater pressure than the weight of their contents, but does not include drilling by stationery machines.

(p) "Tradesman" means an adult worker who is required to develop work from scaled drawings or prints, or to make templates, or to apply general trade experience without the guidance of a foreman or other tradesman, and includes riveting by hand or machine, caulking, chipping and working rivet busters.

Steel Construction Section:

(q) "Tradesman" means an adult worker who is required to develop work from scaled drawings or prints, or to make templates or to apply general trade experience without the guidance of a foreman or other tradesman and includes riveting by hand or machine, caulking, chipping and working rivet busters.

(r) "First-class machinist" means an adult worker engaged solely in working one or more of the following machines—bending rollers, gag straight liners, guillotines, shearing machines, hydraulic presses of over two hundred (200) tons pressure, portable drillers, portable reamers and tappers.

(s) "Second-class machinist" means an adult worker engaged solely in operating one or more of the following machines—mangling, nipping and notching, roll straightening, punching, cropping, hydraulic presses of two hundred (200) tons pressure or under, stationary drillers, stationary reamers and tappers, cold saw, friction saw, plate-edge planers and other machines.

35.—Wages.

The following shall be the minimum rates of wages payable to the workers employed in the vocations set out hereunder:—

	Per Week.
	£ s. d.
(a) Basic wage	14 11 6
	Margin
	Per Week:
	£ s. d.
(b) Adults:	
(1) Toolmaker	5 15 0
(2) Fitter	4 16 0
(3) Blacksmith	4 16 0
(4) Electrical fitter	4 16 0
(5) Electrical installer	4 16 0
(6) Linesman	3 13 6
(7) Motor mechanic	4 16 0
(8) First-class machinist	4 16 0
(9) Second-class machinist	3 4 0
(10) Third-class machinist	2 5 0
(11) Turner and iron machinist	4 16 0
(12) Heat treater	5 5 6

Welding Section—

(13) First-class welder	4 16 0
(14) Second-class welder	2 5 0
(15) Third-class welder	1 18 6
(16) Fourth-class welder	1 12 0

Boilermaking Section—

(17) Tradesman	4 16 0
(18) Tradesman, the greater part of whose time is occupied in marking off and/or template making	5 9 0
(19) Boilersmith and/or angle-iron smith	5 5 6
(20) Plate setter and frame bender	5 2 6
(21) Driller using portable machine	4 6 6
(22) Driller using stationary machine	1 12 0

Steel Construction Section (including nut, bolt and spike-making)—

(23) Tradesman, the greater part of whose time is occupied in marking off and/or template making	5 9 0
(24) Tradesman	4 16 0
(25) Machinist—	
First class	2 11 0
Second class	1 12 0

(c) Apprentices:

(i) Apprentices may be taken to electrical fitting, fitting and/or turning, first-class machining, first-class welding, electrical installing, motor mechanics, blacksmithing,

boilermaking and/or steel construction work and/or first class welding in the proportion of one (1) apprentice to every three (3) or fraction of three (3) tradesmen: Provided that the fraction shall not be less than one (1).

(ii) Apprentices shall be paid wages and proportionate district allowance in accordance with the scale hereunder:—

	Percentage of Male Basic Wage and of District Allowance Per Week
First year	33½
Second year	45
Third year	65
Fourth year	85
Fifth year	100 + £1

(d) Leading Hands.—A leading hand placed in charge of—

- (i) not less than three (3) and not more than ten (10) other workers shall be paid nineteen shillings (19s.) per week extra.
- (ii) more than ten (10) and not more than twenty (20) other workers shall be paid thirty-eight shillings and sixpence (38s. 6d.) per week extra.
- (iii) more than twenty (20) other workers shall be paid fifty-seven shillings and sixpence (57s. 6d.) per week extra.

36.—Special Rates and Provisions.

(a) Height Money.—Workers engaged in the erection of steel frame buildings or similar structures at a height of fifty feet (50 ft.) or more above the nearest horizontal plane shall be paid at the rate of two shillings (2s.) per day extra.

(b) Protective Equipment:

- (i) Goggles, glasses, and gloves, or other efficient substitute therefor, shall be available for the personal use of any worker engaged in welding. Waterproof coats and gum boots shall be available to workers working in very wet places or conditions.
- (ii) Every worker shall sign an acknowledgment on receipt of any article of protective equipment and shall return same to the employer when he has finished using it or on leaving his employment.
- (iii) Before goggles, glasses or gloves or any such substitutes which have been used by a worker are re-issued by the employer to another worker, they shall be effectively sterilised.
- (iv) During the time the same are on issue to the worker, he shall be responsible for any loss or damage thereto, fair wear and tear attributable to ordinary use excepted.
- (v) No worker shall lend another worker the goggles, glasses or gloves or substitutes issued to such firstmentioned worker and if the same are lent, both the lender and the borrower shall be deemed guilty of wilful misconduct.

(c) A tradesman (not employed as a first-class welder) who in addition to his employment as such is also required to do welding other than heating and cutting of a minor nature, shall be entitled to receive one shilling and fourpence (1s. 4d.) per day in addition to his ordinary rate of pay whilst so engaged.

(d) Confined Space.—Workers employed in confined spaces as hereinafter defined shall be paid eightpence (8d.) per hour extra. "Confined space" means a working space the dimensions of which necessitate a worker working continuously in a stooped or otherwise cramped position, or without proper ventilation or where confinement in a limited space is productive of unusual discomfort.

(e) Wet Places.—Workers employed in wet places shall be paid threepence (3d.) per hour extra.

(f) Diesel Engine Ships.—In diesel engine ships, for work below the floor plates, elevenpence (11d.) per hour extra shall be paid in lieu of and not in addition to dirt money and confined space money.

(g) Dirt Money.—Threepence (3d.) per hour extra shall be paid to workers when engaged on work of an unusually dirty nature where clothes are necessarily unduly soiled or injured, or boots are unduly injured by the work done.

(h) When working pneumatic riveter of the percussion type and other pneumatic tools of the percussion type, workers shall be paid threepence (3d.) per hour extra whilst so engaged.

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

(j) Workers using ramset guns or other explosive powered tools shall, while using such tools be paid twopence (2d.) per hour extra with a minimum payment of one shilling and fourpence (1s. 4d.).

(k) Apprentices and junior workers shall be deemed to be included in the foregoing provisions (except subclause (c) of this clause).

(l) Where more than one of the disabilities entitling a worker to extra rates exist on the same job, the employer shall be bound to pay only one rate, namely, the highest for the disabilities so prevailing.

Division (iv).—Building Trades.

37.—Definitions.

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

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

(b) "Painter" means a worker who is engaged in any manner whatsoever in connection with—

- (i) The painting of buildings of any nature, fences, petrol or oil containers of over fifty (50) gallons capacity, bridges (whether constructed of iron or wood or partly of iron and partly of wood); or
- (ii) paperhanging, decorating, glazing, marbling gilding, putty-glazing, kalsomining, distempering, colour washing (but not lime washing, except where the lime wash is mixed with colour) staining, varnishing, plastic relief, stripping off of old papers, removing of old paint or varnish; and
- (iii) the preparation of all work connected with any of the above branches of the trade and of all materials required for any of the above branches of the trade; but the term shall not include one worker who is employed for the purpose of mixing plastic material with its necessary vehicle and cleaning up floors and woodwork after the application of plastic relief and such worker shall be classed as a builder's labourer.

Liberty is reserved to apply to amend this subclause.

(c) "Lime washing" means the application to surfaces by means of a spray or brush of lime which has been slacked down with water or binder.

(d) "Glazier" means a worker who—

- (i) fits and fixes leadlights into prepared positions; or
- (ii) cuts glass or any of its kindred products and fits and fixes it, either with putty or beads, either nailed or screwed into any place, including shop fronts, prepared for its reception by a tradesman, such as in window sashes, frames, doors of either wood or iron; and/or
- (iii) cuts glass prepared with designs and sand-blasts same.

(e) "Carpenter and Joiner" means a worker engaged upon the erection, repair, or ornamentation of work in wood, or of any form of constructional work in wood, as well as the making, preparing and fixing of all necessary wood work and fittings in connection therewith, including metal ceilings, the fixing of the following asbestos products: Corrugated sheets, gutters, down pipes, ridgings, rain heads, ventilators and skylights, fascia and barge boards.

(f) "Bricklayer" means a worker engaged in bricklaying, brickcutting, firework (including kiln work), furnaces or furnace work of any description, setting cement bricks, cement blocks 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.

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

- (i) Foundation work.
- (ii) 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.

38.—Wages.

The following shall be the minimum rate of wage payable to workers covered by this Division:—

	Per Week.
	£ s. d.
(a) Basic Wage	14 11 6
	Margin
	Per Week.
	£ s. d.
(b) Adults:	
(1) Plumber	4 16 0
(2) Painter	4 16 0
(3) Glazier	4 16 0
(4) Carpenter and Joiner	4 16 0
(5) Bricklayer and Rubble Waller	4 16 0
	Per Week.
	s. d.
(c) Tool Allowances:	
(1) Plumber	6 0
(2) Painter	1 9
(3) Glazier	1 6
(4) Carpenter and Joiner	7 6
(5) Bricklayer and Rubble Waller	4 6

This allowance includes an amount of sixpence (6d.) for the purpose of enabling the workers to insure their tools against loss or damage by theft or fire.

This allowance shall not be paid where the employer supplies the workers with all necessary tools.

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 Award). 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 above until he complies with this provision.

(d) Disability Allowance.—A disabilities allowance of two shillings and sixpence (2s. 6d.) per week shall be paid to all workers when employed on construction work. This allowance shall not apply to workers employed in a shop.

(e) Leading Hand.—A tradesman who is placed in charge of three (3) or more other tradesmen for at least one (1) day shall receive an additional three shillings and tenpence (3s. 10d.) per day.

(f) Apprentices:

(i) Apprentices may be taken to plumbing, painting, glazing, carpentry and joinery and bricklaying in the proportion of one (1) apprentice to every three (3) or fraction of three (3) tradesmen provided that the fraction shall not be less than one (1).

(ii) Apprentices shall be paid wages and proportionate district allowance in accordance with the scale hereunder:—

	Percentage of Male Basic Wage and of District Allowance Per Week.
First year	33½
Second year	45
Third year	65
Fourth year	85
Fifth year	100+£1

(iii) A tool allowance of one-third ($\frac{1}{3}$) of the amount payable to tradesmen shall be paid to apprentices in their first year and of two-thirds ($\frac{2}{3}$) of the amount payable to tradesmen, in such apprentices' second year, and of the same amount as is payable to tradesmen in their third, fourth and fifth years of apprenticeship.

39.—Special Rates and Provisions.

(a) Workers using ramset guns or other explosive powered tools shall, while using such tools be paid twopence (2d.) per hour extra with a minimum payment of one shilling and fourpence (1s. 4d.).

(b) 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:—

(i) 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.)

(ii) 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).

(iii) working in a dust laden atmosphere in joiners' shops where dust extractors are not provided or in such atmosphere caused by earthworks.

(iv) 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.

(v) Insulating work in an average temperature of forty-five (45) degrees F. or under.

(c) In places where water is continuously dripping so that the clothing or feet become wet an amount of sixpence (6d.) per hour shall be paid in addition to the rates prescribed.

(d) (i) 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 38:

(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 this paragraph "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.

(ii) Plumbers on Sewerage Work.—Plumbers, or apprentices in their third, fourth and fifth year, on work involving the opening up of house drains or waste-pipes for the purpose of clearing blockages or for any other purpose, or work involving the cleaning out of septic tanks or dry wells, shall be paid a minimum of two shillings and ninepence (2s. 9d.) per day, in addition to the prescribed rate, whilst so employed.

(e) 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.

(f) (i) 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.

(ii) 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.

(iii) 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.

(g) Spray Painting (Painters):

(i) Lead paint shall not be applied by a spray to the interior of any building.

(ii) All workers (including apprentices) applying paint by spraying shall be provided with full overalls and head covering and respirators by the employer.

(iii) 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.

(h) 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 representative of the employer and the Union, or, failing agreement, as shall be determined by a Board of Reference.

(i) Water and Soap.—Water and soap shall be provided in each shop or one each job by the employer for the use of painters.

(j) Protection of Workers' Tools:

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

(b) Other Workers.—The employer shall, when practicable provide a reasonably secure place on each job for the safekeeping of the workers' tools when not in use.

(k) 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.

(l) Liberty is reserved to apply to amend this clause in respect to repairs to ovens and the use of electrical sanding machines.

40.—Provision of Appliances.

The following tools shall be provided by the employer if necessary:—

- (i) **Plumbing.**—Metal pots, plumbing irons, mandrils, long dummies, stocks and dies for iron and brass pipes, cutters, all tongs over twelve inches (12 in.), vyces, 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 blow lamp.
- (ii) **Carpentry.**—Dogs and cramps of all description, 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, tram-mels, hand and thumb screws, soldering irons, spanners from three-quarters of an inch ($\frac{3}{4}$ in.) upwards and all power driven tools on construction jobs.

INDUSTRIAL AGREEMENT.

No. 27 of 1962.

(Registered 12/12/1962.)

Between The Kalgoorlie Brewing Company Limited and Breweries and Bottle Yards Employees' Industrial Union of Workers of Western Australia.

THIS agreement made in pursuance of the Industrial Arbitration Act, 1912-1961, this 1st day of December, 1962 between the Kalgoorlie Brewing Company Limited whose registered office is situated at Brookman Street, Kalgoorlie (hereinafter called "the Employer") of the one part and the Breweries and Bottleyards Employees' Industrial Union of Workers of Western Australia registered under the provisions of the Industrial Arbitration Act, 1912-1961, and having its registered office at the Trades Hall, Perth (hereinafter called "the Union") of the other part whereby it is agreed as follows:—

Interpretation.

(a) "Casual hand" shall mean any person who is employed for not more than 40 ordinary working hours. The number of "Casual hands" shall not exceed one in every ten permanently employed or portion of the first ten by the said company.

(b) "Cellarman" whenever used in this Agreement shall mean a worker who is generally employed at a majority of the undermentioned occupations namely filling, preparing, carbonating and racking beer from storage tanks and/or tends filter and shall not mean any employee who is casually employed in any one of the last mentioned processes.

(c) "Bottle Washer" shall mean any person employed washing bottles by hand or machinery.

(d) "CO₂ Bottler" shall mean any person employed in Bottling CO₂ Gas.

(e) "Leading Hands" are employees who are in charge of and responsible for the work of others.

(f) "Motor Drivers".—Motor drivers shall not include one who drives a motor vehicle for the removal of refuse, slops or liquid waste.

(g) "Shiftmen" shall be applicable to topmen and cellarman.

1.—Wages.

In view of the difference in trading conditions prevailing on the Goldfields as compared with trading conditions elsewhere in the State, the parties to this Agreement mutually agree that the minimum rate of wages that shall be paid by the

employer to the persons employed by it within the area covered by the Agreement in the capacities undermentioned respectively is as follows:—

	Per Week	
	£	s. d.
Basic Wage from the commencement of the term hereof	14	11 6
Margin Over Basic Wage		
	Per Week	
	£	s. d.
Brewery	3	12 9
Topmen	3	12 9
Motor Lorry Driver Bottling Department	3	12 9
CO ₂ Bottler	3	16 8
All other adult labourers employed in or about the bottling works or brewery	3	12 9

It is hereby mutually agreed that the existing margins include an amount of two shillings and sixpence (2s. 6d.) granted by the employers at the request of the Union in anticipation of any increase in margins under the provisions of the Industrial Arbitration Act, 1912-1961 and in consideration of this allowance, the Union agrees to waive the benefit of the first two shillings and sixpence (2s. 6d.) of the amount of any such eventual increase during the term of this Agreement or any renewal thereof.

Cold Rooms.—Workers in cold rooms or cellars with a temperature of less than 45 degrees F shall be paid 5s. per week in addition to the minimum rate.

Storage Tanks.—Reconditioning storage tanks and vats which shall include painting, cleaning and scraping cylinders inside and outside. For all time during which they may be employed inside cylinders or vats at this class of work, workers shall be entitled to be paid at the rate of one shilling (1s.) per hour in addition to the margin above prescribed. Whilst engaged on this class of work outside of cylinders or vats, workers shall be entitled to be paid at the margin above prescribed plus the cold room allowance where applicable.

Boiler Cleaning and Ammonia Coils.—For all time they may be employed scraping and cleaning boilers and chipping, cleaning, scraping or painting ammonia coils, workers shall be entitled to be paid at the rate of one shilling (1s.) per hour in addition to the rates prescribed herein for their ordinary classification.

Oils and Aprons.—Employers shall, for use in their work only, supply oilskin coats, cash and docket satchels, leather aprons, gaiters or leggings to motor lorry drivers free of cost.

Pullovers.—The employer will provide pullovers for the use of employees permanently employed in cold cellars. The pullovers will remain the property of the employer who will also arrange to have them laundered from time to time.

Adult Labourer.—The employer shall make it a condition of employment that all workers must be covered by this Agreement and shall be members of this Union or become so immediately on their first pay day.

Boots.—The employer shall, for use during working hours only, supply suitable boots to those employed at the bottle washing, at the tanks, at the tubs, at the filters, at the cask washing shed, at the bottlers, and to any employee working in or about water, such boots to be supplied free of cost.

2.—Hours.

Shift Cellarman.—Forty hours shall constitute a week's work for shift cellarman and the hours to be worked shall be:—

(a) Day shift:

Week days.—

8 a.m. to 12 noon.

1 p.m. to 3.40 p.m.

One hour off between 12 noon and 1 p.m. for lunch.

Saturdays.—

8 a.m. to 11 a.m.

12 noon to 3.40 p.m.

One hour off between 11 a.m. and 12 noon for lunch.

(b) Afternoon shift:

4.20 p.m. to 11 p.m. inclusive of 30 minutes for crib Mondays to Saturdays.

(c) Night shift:

11.40 p.m. to 6.20 a.m. inclusive of 30 minutes each shift for crib—Mondays to Saturdays.

Shift Topmen.—Shift topmen shall mean one, two or three sets of men engaged for the sole purpose of brewing and working shifts for five days each of eight hours from Monday to Friday inclusive, the hours of work to be:—

1st Shift—7.30 a.m. to 3.30 p.m.

2nd Shift—3.30 p.m. to 11.30 p.m.

3rd Shift—11.30 p.m. to 7.30 a.m.

Other Workers.—Forty hours shall constitute a week's work spread over five days from Monday to Friday inclusive eight hours per day, the working hours to be from 7.30 a.m. to 12 noon and from 1 p.m. to 4.30 p.m.

3.—Additional Allowances to Shift Workers and Casual Hands.

(a) All workers employed on regular afternoon and night shift work shall be paid an allowance equal to 10 per cent. of their ordinary weekly rate of pay.

(b) Shift workers called on to work shifts without having been previously rostered shall be deemed "casual shift workers" and shall be paid an allowance for the first week only of 12½ per cent. in addition to their ordinary rate of pay.

(c) The additional allowances mentioned in sub-clauses (a) and (b) hereof shall be taken into consideration when calculating overtime rate for any overtime for work done beyond eight (8) hours per day on Mondays to Fridays inclusive. Except as aforesaid, the above allowances shall not be included for purpose of calculating any other penalty rates under this Agreement.

(d) Casual hands shall be paid by the hour at the rate of ordinary pay plus five shillings (5s.) per day.

4.—Overtime.

If any employee works earlier than his starting time or later than his ordinary quitting time, he shall be paid overtime at the rate of time and a half for the first four hours and double time thereafter, each day to stand alone. The same rates shall be paid for Saturday work.

5.—Record Book.

The Company shall keep a record of the time of each employee, of the time he starts and finishes each day, and of the total amount of hours worked and of the wages paid to each employee. Such record shall be open to the inspection of the Secretary or any person appointed by the employees' Union during working hours. Each employee shall sign the record kept for all moneys received by him.

6.—Sundays.

All work performed on Sundays by employees in any department shall receive payment for the same at double time rate. Workers who are required to work shift work shall be allowed one Sunday off in three.

7.—Holidays.

(a) All work performed by workers in any department on the undermentioned holidays shall be paid for at a rate equal to one and one-half (1½) times the ordinary rate of pay and, in addition, such workers shall be paid one (1) day's pay for the holiday. All holiday shifts shall rotate. One ordinary day's pay shall be paid for the undermentioned holidays to workers who do not work that day.

(b) The days to be observed as holidays according to the provisions of this Agreement are Christmas Day, Boxing Day, New Year's Day, Annual Picnic Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day (in June) Anniversary Day (in January) Boulder Cup Day and

Sovereign's Birthday. In case any of the above holidays fall on a Saturday or a Sunday, another day shall be observed in lieu thereof.

(c) It is agreed between the employer and union that, in the event of any driver being called upon to work on holidays, such driver is to be paid in accordance with subclause (a) per hour worked (a part of an hour to be paid for as a full hour) up to 10 a.m., and, if such driver works after 10 a.m. he shall be paid for the full shift in accordance with subclauses (a) and (b).

(d) Any employee (excepting drivers) working any part of a shift shall be paid for the full shift in accordance with subclause (a).

8.—Annual Leave.

(a) An employer shall grant an employee who completes twelve (12) months' service three (3) weeks' annual leave; such leave to be taken at times to be mutually agreed upon between the employees and their respective employers between 1st March and 31st October in each year. The annual leave shall be in addition to the holidays mentioned in Clause 7 hereof.

An employer shall pay to an employee who has been continuously employed for more than one (1) month but less than three (3) months an amount equivalent to one and one-quarter (1¼) day's pay in respect of each completed month of service; and to an employee who has been continuously employed for more than three (3) months an amount equivalent of two and one-twelfth (2-1/12th) day's pay in respect of each completed month of service. The said payments shall be made to an employee entitled thereto:—

(a) on the termination of his service if such termination occurs before he takes his annual leave; or

(b) on the taking of his annual leave if he remains in the service of his employer.

An employer shall set aside and/or credit to an employee's account from time to time sufficient money to cover the said payments so that, unless that employee's service be terminated earlier, there will be available for him at the time he takes his annual leave a sum equivalent to two (2) weeks' double pay and one (1) week's single pay and, apart from paying the money so set aside, an employer shall not be obliged to make any payments to an employee in respect of his annual leave or in respect of the period during which such leave is actually taken.

(b) It shall be a condition of every worker taking Annual Leave that he—

(i) shall not under any circumstances be engaged in any gainful employment while on such leave;

(ii) shall return to the active service of the employer forthwith at the expiration of leave; and

(iii) shall not draw any sick or accident pay simultaneously with Annual Leave.

A breach of condition (i) above will result in immediate discharge from the employer's service accompanied by forfeiture of all rights (if any) to retiring allowance or other similar payments or benefits. A breach of condition (ii) (except on the grounds of illness necessitating retirement or additional leave on the advice of a Medical Officer) will result in forfeiture of all rights (if any) to retiring allowance or other similar benefits or payments.

9.—Absence Through Sickness.

(a) A worker who is unable through sickness or accident to attend his duties shall notify the employer not later than 10 a.m. on the day he first absents himself from duty.

(b) A worker shall be entitled to sick pay in respect of any period of absence on account of sickness after the first day of January, 1948 on the basis of one half day's pay for each completed month served with the employer between the said first day of January 1948 and the date of the commencement of such absence provided that in calculating the amount due to a worker in respect

of any particular period of absence through sickness there shall be deducted therefrom any sum or sums previously paid to him hereunder.

(c) The term "sickness" shall not include any case where the worker is entitled to compensation under the Workers' Compensation Act.

(d) No worker shall be entitled to the benefits of this clause unless he produces proof of his sickness satisfactory to his employer. This proof shall be in the form of a medical certificate if the absence is for three days or more. The employer shall have the right at any time to have the worker examined by a doctor on behalf of the employer.

(e) Except as aforesaid, a worker shall not be entitled to payment for time lost through sickness or accident.

10.—No Contract or Piecework shall be Permitted.

All work of any employee in the capacity as mentioned in this Agreement in or about a brewery or bottling works or in connection with the business of brewing or beer bottling shall be carried out departmentally by bona fide breweries' employees engaged and paid direct by the brewery proprietors and not by agents or contractors. This clause shall not apply to contractors erecting, repairing or making alterations to building or machinery or to carriers being engaged for the delivery of goods other than beer or empties or brewing materials as has been the practice or custom prior to this date. The employer agrees that such carriers employ only bona fide members of the Transport Workers' Union.

11.—Engagement.

The engagement between the employee and the employer shall be weekly; a week's notice from either party to terminate same except in the case of any employee absenting himself from duty, not obeying lawful commands or being guilty of misconduct or the works of the employer being stopped through fire or tempests or damage by the Queen's enemies when such agreement shall be terminated immediately.

12.—Discharging and Re-engaging Hands.

The question of dismissal and re-engagement of Union members shall be administered in a just and fair spirit according to the seniority of service but reserving to the employer the right to depart from the rule or seniority of service in circumstances where the employee is technically unqualified for the work, is incompetent or guilty of misconduct or in the opinion of the employer inconvenience would be occasioned to the employer owing to the inclusion in the dismissals of some essential man or the inability of the employer to re-engage some essential man. This clause to apply only to men of at least one year's continuous service. The following departments shall be considered as separate employment for the purpose of this clause:—

- (a) Bottle Department.
- (b) Brewery.
- (c) Delivery.

13.—Higher Duties.

No employee who has previously been in receipt of higher wages than arranged for in this schedule shall be reduced in wages under his present employment and shall receive a similar increase to all other employees.

14.—Under-Rate Workers.

Any Employee who considers himself unfit or not capable of earning the wages hereinbefore prescribed may be paid such less wages as may be agreed upon between the employer and the Secretary of the Union. In default of such agreement being arrived at within twenty four hours after application has been made in writing to the Secretary of the Union the matter may be referred to the nearest Resident Magistrate for settlement. Any employee whose wage has been so fixed may work and be employed by any employer for such less wage for a period of six calendar months then next ensuing and thereafter until fourteen day's

notice in writing shall be given to such employee by the Secretary of the Union requiring his wage to be again fixed.

15.—Annual Bonus.

The employer shall pay to an employee receiving wages under this Agreement a bonus equal to one fifty-second part of each week's pay. The employer's liability shall become absolute at the end of each week of an employee's service. The said bonus shall be accumulated by the employer and held on behalf of and paid to the employee entitled thereto in the last week of December in each year or on the earlier termination of his service.

16.—Day Shift Workers.

All employees on day shift in or about a brewery or bottling works shall if required to work more than one hour overtime after the usual finishing time be entitled to knock off for one hour after the usual finishing time for refreshments. Any alteration to be by mutual arrangement.

17.—Leading Hands.

Where an employee is required to take a "Leading position," he shall during the time he occupies such position receive the sum of £1 per week in addition to his ordinary rate of pay.

18.—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 coming into operation hereof if it continued until such time but only to the extent of the last twenty completed years of continuous service. Provided, however, that where a worker has received long service leave under previous agreements on the basis of 13 weeks' leave after 25 years' service, he shall be entitled to a further six and one-half (6½) weeks' leave on the completion of each 10 years' continuous service after the date he first qualified for long service leave.

(3) (i) Where a business has, whether before or after the coming into operation hereof, 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 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 an annual leave or long service leave;
- (b) 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;
- (c) 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) Services 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 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;
- (e) any termination of the employment of the worker 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;
- (f) 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;
- (g) any reasonable absence of the worker on legitimate Union business in respect of which he has requested and been refused leave;
- (h) 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 (h) 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) Subject to subclause b (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 termination 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 of 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 employee 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 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 Agreement.

(3) Whereby 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 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 as may be agreed between the employer and the worker or in the absence of such agreement at such time as may be determined by a 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 a 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) Where a worker is beyond sixty years of age at the time he becomes eligible for long service leave he shall have the option of taking actual leave under this scheme

or of receiving payment in lieu thereof on retirement. Such option shall be exercised in writing addressed to the employer at the time of becoming eligible for long service leave.

- (d) The employer shall have the right in cases of emergency to recall any worker from long service leave, in which case the unexpired leave shall be made up on some mutually convenient date.
- (e) Any leave shall be exclusive of any public holidays or Annual Leave specified in this Agreement occurring during the period when the leave is taken.
- (f) 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.
- (g) It shall be a condition of every worker taking long service leave that he (or she)—
- (i) shall not under any circumstances be engaged in any gainful employment while on such leave;
 - (ii) return to the active service of the employer forthwith at the expiration of the leave; and
 - (iii) shall not draw any sick or accident pay simultaneously with long service leave pay.

A breach of condition (i) will result in immediate discharge from the employer's services accompanied by forfeiture of all rights (if any) to retiring allowance, or other similar payments or benefits. A breach of condition (ii) above (except as on the grounds of illness necessitating retirement or additional leave on the advice of a Medical Officer appointed by the employer) will result in forfeiture of all rights (if any) to retiring allowance or other similar benefits or payments.

- (h) In order to avoid confusion and embarrassment, workers whilst on long service leave shall not, without the prior permission of the officer in charge of the particular establishment, visit any of the premises of the employer except for the purpose of collecting pay or transacting genuine business with the employer's officers. Social visits shall not be indulged in. "Establishment" means any brewery, co-operation, or workshop but does not include hotels or annual picnics or sports or usual weekly competitive sporting activities.

(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 a 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 20 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) Subject to subclause b (2) 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 payment and to be satisfaction to the extent thereof of the entitlement of the worker hereunder.

(g) Records to be Kept.

(i) 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.

(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.

(h) Board of Reference.

In the event of any disputes arising on any matters herein the matter shall be referred to a Board of Reference appointed by the parties to this Agreement and the Board shall determine all such disputes.

19.—Area.

This Agreement shall apply to the Eastern Goldfields District which district for the purpose of this Agreement shall mean that area enclosed by a circle drawn within a radius of 150 miles with the Kalgoorlie Post Office as the central point.

20.—Term.

This Agreement shall be for a term commencing on the 1st day of July, One thousand nine hundred and sixty-two and expiring on the 13th day of June, One thousand nine hundred and sixty-three.

As witness the execution hereof on behalf of the respective parties hereto this 1st day of December, 1962.

Signed for and on behalf of
the Kalgoorlie Brewing
Company Limited in the
presence of—

T. E. Hosking.

C. H. MERRY,
Director.
C. R. BUNNING,
Director.
B. S. MILBANKE,
Secretary.

The Common Seal of the
Breweries and Bottleyards
Employees' Industrial Union
of Workers of Western Aus-
tralia was hereunto affixed
in the presence of—

[L.S.] F. R. BENNETT,
President.
D. COOLEY,
Secretary.

MOUNT BARKER ENGINEERING PTY. LTD.

Notice of Meeting of Creditors.

NOTICE is hereby given that, pursuant to section 260 of the Companies Act, 1961-1962, a meeting of creditors of Mount Barker Engineering Pty. Ltd. will be held at the registered office of the company, 525-529 Great Eastern Highway, Redcliffe, on Wednesday, the 20th day of February, 1963, at 10 a.m.

Dated at Perth this 25th day of January, 1963.

H. J. VANDERKOLK,
Director.

VALERIE LUELLA GOODE, late of Olive Hill, Brunswick Junction, Married Woman, deceased.

CREDITORS and other persons having claims in respect of the estate of the deceased who died on the 29th of August, 1962, at Perth, are required by the Trustee, Robert Leigh Goode, care of the undersigned, to send particulars of their claims to him by the 8th day of March, 1963, after which date the Trustee may convey or distribute the assets having regard only to the claims of which he then has notice.

ROBINSON, COX & CO.,
Solicitors,
20 Howard Street, Perth.

IN THE MATTER OF THE COMPANIES ACT,
1961-1962, and in the matter of the Sleeper
Millers Co-operative Society Pty. Ltd.

NOTICE is hereby given that a petition for an order for winding up the abovenamed company was on the 15th day of January, 1963, presented to the Supreme Court of Western Australia by the Dale Timber Company Pty. Ltd., a creditor of the said company. And the said petition is directed to be heard on the 5th day of March, 1963, and any contributory creditor or shareholder of the said company desiring to oppose the making of an order for the winding up of the said company under the above Act should appear at the time of hearing by himself or his Counsel for that purpose, and a copy of the petition will be furnished to any creditor contributory or shareholder of the said company requiring the same by the undersigned on payment of the regular charge for the same.

DWYER & THOMAS,
of 49 William Street, Perth
(Telephone No. 21 8066) Soli-
citors for the Petitioner.

JAN KARCEWSKI, late of 4 Crowther Street, Carnarvon, Carpenter, deceased.

CREDITORS and other persons having claims in respect of the estate of the deceased who died on the 13th of October, 1962, at the above address are required by the Trustee, The West Australian Trustee, Executor and Agency Company Limited, of 135 St. George's Terrace, Perth, to send particulars of their claims to it by the 8th day of March, 1963, after which date the Trustee may convey or distribute the assets having regard only to the claims of which he then has notice.

ROBINSON, COX & CO.,
Solicitors,
20 Howard Street, Perth.

TRUSTEES ACT, 1962.

Notice to Creditors and Claimants.

JOHN EDWARD WEBB, late of 58 Iolanthe Street, Bassendean, in the State of Western Australia, Pensioner, deceased.

CREDITORS and other persons having claims (to which section 63 of the Trustee Act relates) in respect of the estate of the deceased, who died on the 30th day of October, 1962, are required by the personal representative, The Perpetual Executors, Trustees and Agency Company (W.A.) Limited, of 89 St. George's Terrace, Perth, in the State of Western Australia, to send particulars of their claims to it by Monday, the 4th March, 1963, after which date the personal representative may convey or distribute the assets, having regard only to the claims of which it then has notice.

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 on or before the respective dates shown hereunder after which dates I may convey or distribute the assets having regard only to the claims of which I then have notice.

Dated at Perth the 28th day of January, 1963.

J. F. MORRIS,
Acting Public Trustee,
Public Trust Office,
555 Hay Street, Perth.

NOEL WIGLEY HICKS BEAVEN, late of 59 Forrest Street, Cottesloe, in the State of Western Australia, Retired Pastoralist.

CREDITORS and other persons having claims (to which section 63 of the Trustee Act relates) in respect of the estate of the deceased, who died on the 19th day of June, 1962, at Perth, in the State of Western Australia, are required by the Trustee, The Perpetual Executors, Trustees and Agency Company (W.A.) Limited, of 89 St. George's Terrace, Perth aforesaid, to send particulars of their claims to it by the 4th day of March, after which date the Trustee may convey or distribute the assets, having regard only to the claims of which it then has notice.

Dated the 29th day of January, 1963.

STONE, JAMES & CO.,
Solicitors for the Executor.

In the matter of the Will and Codicil of EMILY JANE KERSHAW, late of 23 Alexandra Road, East Fremantle, deceased.

CREDITORS and other persons having claims (to which section 63 of the Trustees Act, 1962, relates) in respect of the estate of the deceased who died on 23rd September, 1962, are required by the Executor to send particulars of their claims to him, care of Boulton, Godfrey & Virtue, Solicitors, 44 St. George's Terrace, Perth, by the 5th March, 1963, after which date the Executor may convey or distribute the assets, having regard only to the claims of which he then has notice.

Dated the 30th January, 1963.

BOULTBEE, GODFREY & VIRTUE,
Solicitors for the Executor.

Name; Occupation; Address; Date of Death.

Last Date for Claims, 1st March, 1963.

Carroll, Leonard James; Mill Hand; formerly of 71 Havelock Street, West Perth, but late of 687 Albany Highway, East Victoria Park; 1/7/62.

Clarkson, John Wilberforce; Retired Waterside Worker; late of Quarry Street, Geraldton; 4/7/58.

Franks, Albert Raymond Percival (also known as Percival Franks and Percy Albert Franks); Retired Watchman; late of Wyndham; 7/11/62.

Last Date for Claims, 8th March, 1963.

Haffner, Lily Elizabeth; Widow; late of Como; 7/5/59.
 Gilbert, Maud Doreen; Married Woman; late of 37 Sayer Street, Midland; 9/10/62.
 Wilson, Arthur St. Ledger Graham; formerly Retired Locomotive Driver but late Male Orderly; formerly of corner James and Stirling Streets, Perth, but late of 11 Strickland Street, Mount Claremont; 3/8/62.
 Pooley, Frances Maud; Divorcee; formerly of 937 Beaufort Street, Inglewood, but late of Como; 17/1/63.
 Hards, William Henry; War Pensioner; late of 10 Frederick Street, Albany; 11/11/62.
 Purkiss, Ethel Jean; Married Woman; late of Donagara; 22/12/62.
 Gilfillan, John; Retired Miner; late of McKinley Street, Collie; 22/9/62.
 Glasson, Lucinda Pearl; Widow; late of 59 Hopkins Street, Boulder; 9/10/62.

Last Date for Claims, 15th March, 1963.

Wilson, Margaret Lamb; Spinster; formerly of 15 Wood Street, Inglewood, but late of 23 Anstey Street, South Perth; 24/11/62.
 Steinthal, Elfva Agnes Marie Agnell; Married Woman; formerly of Altair Street, Southern Cross, but late of 248 Nicholson Road, Subiaco; 21/8/62.
 Thomas, Arthur Noel; Retired Clerk, late of 139 Kooyong Road, Rivervale; 8/10/62.
 Preedy, Frank William John; Retired Construction Engineer; late of 1 Jolimont Terrace, Jolimont; 20/6/62.
 Calver, Frederick Emile; Retired Foreman; late of 36 Canterbury Terrace, East Victoria Park; 23/12/62.
 McDonnell, Cyril Patrick Joseph; Manufacturer; late of 133 Tribute Street, Riverton; 17/4/60.
 Farrell, John Vincent; Retired Commonwealth Public Servant; late of 30 Second Avenue, Mount Lawley; 10/1/63.
 Barker, Hector; Retired Greenkeeper; late of 13 Bateman Road, Mount Pleasant; 12/1/63.
 Hobbs, Herbert Evelyn; Retired Civil Servant; late of 57 Oakover Street, East Fremantle; 19/1/63.
 Tunney, Ernest Edward; War Pensioner; late of Repatriation General Hospital, Hollywood; 15/12/62.
 Alchorn, Charles Henry; Cement Worker; late of 234 Kooyong Road, Kewdale; 17/9/62.
 Tait, James; Builder; late of 7 Cottesloe Avenue, Cottesloe; 9/1/63.

PUBLIC TRUSTEE ACT, 1941-1953.

NOTICE is hereby given that, pursuant to section 14 of the Public Trustee Act, 1941-1953, the Public Trustee has elected to administer the estates of the undermentioned deceased persons.

Dated at Perth the 28th day of January, 1963.

J. F. MORRIS,
 Acting Public Trustee,
 555 Hay Street, Perth.

Name of Deceased; Occupation; Address;
 Date of Death; Date Election Filed.

King, Edwin Henry Friend; Retired Labourer; late of 21 Stuart Street, Mosman Park; 11/9/62; 23/1/63.

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Hire Purchase Act	0	3	0
Illicit Sale of Liquor Act	0	1	0
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Inspection of Scaffolding Act	0	1	6
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Married Women's Protection Act	0	1	0
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