



Government Gazette

OF

WESTERN AUSTRALIA

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No. 104]

PERTH: FRIDAY, 21st DECEMBER

[1962

Firearms and Guns Act, 1931-1962.

PROCLAMATION

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

WHEREAS it is enacted by paragraph (4) of section 4 of the Firearms and Guns Act, 1931-1962, that section 5 of that Act, relating to licenses, shall not apply, so far as regards firearms other than pistols, in any portion of the State not particularly specified in paragraph (3) of the said section 4, unless the Governor, by Proclamation from time to time, declares it to apply to any portion or portions not so specified; and whereas the said paragraph (3) specifies all municipalities and areas within one mile of the boundaries of any municipality as areas to which the Firearms and Guns Act, 1931 (as amended) shall apply; and whereas it is deemed desirable and expedient to declare that the said section 5 should apply also to the portions of the State hereinafter mentioned: Now, therefore I, the Governor, acting with the advice and consent of the Executive Council, do hereby declare that section 5 of the Firearms and Guns Act, 1931-1962, shall apply in respect of firearms other than pistols, to the portions of the State being the whole of Cockatoo Island and Koolan Island at Yampi Sound.

Given under my hand and the Public Seal of the said State, at Perth, this 7th day of December, 1962.

By His Excellency's Command,

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

GOD SAVE THE QUEEN ! ! !

At a meeting of the Executive Council, held in the Executive Council Chamber, at Perth, this 7th day of December, 1962, the following Orders in Council were authorised to be issued—

Pharmacy and Poisons Act, 1910-1962.

ORDER IN COUNCIL.

P.H.D. 1029/56.

WHEREAS it is enacted by section 43B of the Pharmacy and Poisons Act, 1910-1962, that the Governor may, by order, amend (*inter alia*) the Tenth Schedule to the Act by deletion, addition or other alteration: Now, therefore, His Excellency the Governor, acting with the advice and consent of the Executive Council and in exercise of the powers conferred by section 43B of the said Act, doth hereby amend the Tenth Schedule to the Act by deleting the paragraph first therein appearing immediately under the heading, "Drugs and Preparations for Human Use.", and substituting therefor the following paragraph:—

Sex hormones, natural or synthetic, their derivatives and their substitutes.

R. H. DOIG,
Clerk of the Council.

Fire Brigades Act, 1942-1961.

ORDER IN COUNCIL.

C.S.D. 180/56.

WHEREAS it is enacted by subsection (1) of section 5 of the Fire Brigades Act, 1942-1961, that, subject to the provisions of subsection (2) of that section, the municipal and road districts and parts thereof constituted as fire districts prior to the coming into operation of the Fire Brigades Act Amendment Act, 1959, as set out in the Second Schedule to the Act, are for the purposes of the Act fire districts under the respective names as set out in that schedule; and whereas it is further

enacted, *inter alia*, by subsection (2) of that section that for the purposes of the Act the Governor may from time to time, by order in council adjust the boundaries of a fire district: Now, therefore, His Excellency the Governor, acting with the advice and consent of the Executive Council, doth hereby adjust the boundaries of the Kojonup Fire District which district is referred to in column one of Part IV of the Second Schedule to the Act by substituting for the Kojonup Road District set out in column two of the said part opposite that fire district that portion of the municipal district of the Shire of Kojonup (the former Kojonup Road District) described and set out in the Schedule to this Order in Council.

Schedule.

Kojonup Fire District.

All the land contained within the boundaries of the municipal district of the Shire of Kojonup with the exception of all that portion of land, bounded by lines starting from the south-western corner of Kojonup Location 7571 and extending northerly along the western boundary of that location and onwards to the northern boundary of location 84; thence easterly along that boundary and the northern boundary of location 1 to a point situate in prolongation northerly of the western boundary of location 134; thence southerly to and along that boundary to the northern side of Katanning Road (road number 350); thence easterly along that side to the western side of Forsythe Road; thence northerly along that side to the northern alignment of Flanagan Road; thence easterly along that alignment to the eastern side of Dearle Road; thence southerly along that side, the eastern boundary of Town Lot 92 and onwards to the northern side of Broomehill Road (road number 351); thence west-north-westerly along that side to the south-eastern corner of Town Lot 144; thence south-easterly to a point on the south-western side of the Kojonup-Katanning Railway Reserve situate north of the junction of the southern side of Crescent Road (road number 10460) and the north-eastern side of Hallow Road; thence generally south-easterly along that side of that railway reserve for a distance of about 25 chains 50 links to the left bank of a tributary of Kojonup Brook; thence generally southerly upwards along that bank to the northern boundary of location 778; thence westerly along that boundary to the eastern side of Albany Highway; thence south-easterly along that side to a point situate in prolongation easterly of the southern boundary of location 1086; thence westerly and northerly to and along the southern and western boundaries of that location and the eastern boundary of location 147 to the southern side of Blackwood Road; thence generally west-north-westerly along that side to the north-eastern corner of location 162; thence generally north-north-easterly to and along the western side of Soldier Road and onwards to the southern boundary of Town Lot 252, and thence easterly along that boundary to the starting point.

R. H. DOIG,
Clerk of the Council.

Fire Brigades Act, 1942-1961.

ORDER IN COUNCIL.

C.S.D. 568/62.

WHEREAS it is enacted, *inter alia*, by subsection (2) of section 5 of the Fire Brigades Act, 1942-1961, that for the purposes of the Act the Governor may, from time to time, by Order in Council, constitute as a fire district any portion of a district of a local authority which after the coming into operation of the Fire Brigades Act Amendment Act, 1959, is not a fire district, assign a name to a fire district, and include the name of a fire district in Part IV of the Second Schedule to the Act: Now, therefore, His Excellency the Governor, acting with the advice and consent of the Executive Council doth hereby—

- (a) constitute that portion of the Municipal District of the Shire of Nannup more particularly described in the schedule hereunder a fire district;

- (b) assign the name of Nannup Fire District to that district; and
(c) include in column one of Part IV of the Second Schedule to the Act "Nannup Fire District" and in column two opposite that name the name of the local authority, "Municipal District of the Shire of Nannup."

Schedule.

All that portion of land bounded by lines starting from a point on the left bank of the Blackwood River situate in prolongation northerly of the eastern boundary of Nannup Town Lot 73 and extending southerly to and along that boundary and onwards to and along the western side of road number 8696 and again onwards along the eastern side of Dunet Road to the north-eastern corner of Nelson Location 9823; thence westerly along the northern boundary of that location and location 9824 (Reserve 20883) and onwards to an eastern boundary of location 9231; thence generally northerly and westerly along boundaries of that location and onwards to the left bank of the Blackwood River aforesaid and thence generally north-north-easterly and generally easterly upwards along that bank to the starting point.

R. H. DOIG,
Clerk of the Council.

AT a meeting of the Executive Council held in the Executive Council Chamber, at Perth, the 20th day of December, 1962, the following Order in Council was authorised to be issued:—

Companies Act, 1961-1962.

ORDER IN COUNCIL.

WHEREAS by the Companies Act, 1961-1962, it is enacted *inter alia* that section 348 of the Act does not apply to or in relation to a foreign company that is included in a class of companies incorporated under the law of another State, Territory or country, being a class of companies which the Governor has declared, by Order in Council published in the *Government Gazette*, to be a class of companies of a kind the same or substantially the same as proprietary companies under the Companies Act, 1961-1962 where no beneficial interest in any share in the company is held, directly or indirectly, otherwise than by a natural person: Now, therefore, His Excellency the Governor, acting by and with the advice and the consent of the Executive Council, and in pursuance of the provisions of the Companies Act, 1961-1962, doth hereby declare proprietary companies incorporated under—

- (a) the Companies Act, 1934-1960 (South Australia);
(b) the Companies Act, 1959 (Tasmania),

respectively to be a class of companies of a kind the same or substantially the same as proprietary companies under the Companies Act, 1961-1962.

R. H. DOIG,
Clerk of the Council.

Premier's Department,
Perth, 20th December, 1962.

IT is hereby notified for public information that His Excellency the Governor has approved of the following temporary allocation of portfolios during the absence in the Eastern States and New Zealand from 22nd December, 1962, of the Honourable E. H. M. Lewis, M.L.A.:—

The Honourable Crawford David Nalder, M.L.A., to be Acting Minister for Education.

The Honourable Leslie Arthur Logan, M.L.C., to be Acting Minister for Native Welfare.

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

JUSTICES OF THE PEACE.

Premier's Department,
Perth, 20th December, 1962.

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:—

- Roy Norman Hubbard, of 45 Armadale Crescent, Mt. Lawley.
Reuben William Merralls, of 64 Reserve Street, Wembley.
Percy Pearson, of 40 Boronia Avenue, Nedlands.
Murray Bancroft Stove, of Mt. Welcome Station, Roebourne.
Graham Williams, of Roebourne.

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

TOURIST ACT, 1959.

Notice of Appointment.

NOTICE is hereby given pursuant to the provisions of the Tourist Act, 1959, of the following appointments to offices of members of the Western Australian Tourist Development Authority:—

Name; Capacity; Term of Office.

John Arthur Barnesby; member representing the Councils of the Country Municipalities, and Country Tourist Bureaux; Three years from and including the 9th December, 1962.

Douglas Oswald Temby; member nominated by the Minister for Works; Three years from and including the 9th December, 1962.

D. BRAND,
Premier and Minister for Tourists.

AUDIT ACT, 1904.

The Treasury,
Perth, 19th December, 1962.

Trsy. 168/45.

IT is hereby published for general information that the appointment of Mr. C. W. Connor as Certifying Officer for the Lands and Surveys Department has been cancelled, as from 7th September, 1962.

K. J. TOWNSING,
Under Treasurer.

LAND AGENTS ACT, 1921.

Application for License in the First Instance.

To the Court of Petty Sessions at Fremantle:

I, ROBERT GEORGE MANNERS, of Swan Hotel, 1 Stirling Highway, North Fremantle, Real Estate Salesman, having attained the age of twenty-one years, hereby apply on my behalf for a license to carry on the business of a land agent under the Land Agents Act, 1921. The principal place of business will be at Swan Hotel, 1 Stirling Highway, North Fremantle.

Dated the 17th day of December, 1962.

R. G. MANNERS.

Appointment of Hearing.

I hereby appoint the 31st day of January, 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 Fremantle.

Dated the 17th day of December, 1962.

W. FELLOWES,
Clerk of Petty Sessions.

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

PARLIAMENT OF WESTERN AUSTRALIA.

Bills Assented To.

IT is hereby notified for public information that His Excellency the Governor has Assented in the name and on behalf of Her Majesty the Queen, on the dates stated, to the undermentioned Bills passed by the Legislative Council and the Legislative Assembly during the first Session of the Twenty-fourth Parliament, 1962.

- Short Title of Bill; Date of Assent; Act No.
Chamberlain Industries Pty. Ltd. (Release of Debt); 30th November, 1962; LXVII.
Iron Ore (Talling Peak) Agreement Act Amendment; 30th November, 1962; LXVIII.
Stamp Act Amendment (No. 3); 30th November, 1962, LXIX.
Rights in Water and Irrigation Act Amendment; 30th November, 1962; LXX.
Bread Act Amendment; 30th November, 1962; LXXI.
Motor Vehicle (Third Party Insurance) Act Amendment (No. 2); 30th November, 1962; LXXII.
Parliamentary Allowances Act Amendment; 30th November, 1962; LXXIII.
Members of Parliament, Reimbursement of Expenses, Act Amendment; 30th November, 1962; LXXIV.
Metropolitan Water Supply, Sewerage, and Drainage Act Amendment; 30th November, 1962; LXXV.
Inspection of Scaffolding Act Amendment; 6th December, 1962; LXXVI.
Loan; 6th December, 1962; LXXVII.
Trustees; 6th December, 1962; LXXVIII.
Married Women's Property Act Amendment; 6th December, 1962;
Administration Act Amendment; 6th December, 1962; LXXX.
Testator's Family Maintenance Act Amendment; 6th December, 1962; LXXXI.
Charitable Trusts; 6th December, 1962; LXXXII.
Law Reform (Property, Perpetuities, and Succession); 6th December, 1962; LXXXIII.
Adoption of Children Act Amendment; 6th December, 1962; LXXXIV.
Simultaneous Deaths Act Amendment; 6th December, 1962; LXXXV.
Money Lenders Act Amendment; 11th December, 1962; LXXXVI.
Agricultural Products Act Amendment; 11th December, 1962; LXXXVII.
Fruit Cases Act Amendment; 11th December, 1962; LXXXVIII.
Alsatian Dog; 11th December, 1962; LXXXIX.
Appropriation; 11th December, 1962; XC.

J. B. ROBERTS,
Clerk of the Parliaments.

13th December, 1962.

ELECTORAL ACT, 1907-1962.

Electoral Department,
Perth, 12th December, 1962.

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 undermentioned appointments:—

James Punch, 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 10th December, 1962, during the absence of Mr. R. C. Alderson on other duties.

William Roy Hoggarth, as substitute to discharge the duties of Electoral Registrar for the Beeloo, Belmont, Canning, South Perth and Victoria Park Electoral Districts as from the 10th December, 1962, during the absence of Mr. J. Punch on other duties.

Francis Roy Caudle, as substitute to discharge the duties of Electoral Registrar for the Cockburn, Dale, East Melville, Fremantle, and Melville Electoral Districts as from the 17th December, 1962, during the absence of Mr. R. L. Smith on long service leave.

Leslie George Archelaus, Jenkins as substitute to discharge the duties of electoral Registrar for the Kimberley Electoral District as from the 10th December, 1962, during the absence of Mr. E. J. Blake on accrued annual leave.

G. F. MATHEA,
Chief Electoral Officer.

FIRE BRIGADES ACT, 1942-1961.

IN accordance with the provisions of the Fire Brigades Act, 1942-1961, and regulations thereunder, I hereby declare Gordon James Collins duly elected a member of the Western Australian Fire Brigades Board to represent the Local Authorities designated in Part 11 of the Second Schedule to the Act, for the term of three years as from the 1st January, 1963.

10th December, 1962.

G. F. MATHEA,
Chief Electoral Officer,
Returning Officer.

VACANCIES IN THE PUBLIC SERVICE

Department	Position	Class	Salary	Date Returnable
State Housing Commission	Clerk, Records Section (Item 1638/61)	C-II-2	Margin £479-£515	1962
Education	Registrar, Teachers' College, Claremont (Item 2563/61)	C-II-3	Margin £569-£623	28th December
Metropolitan Water Supply	Clerk, Applications and Enquiries Section, Accounting Division (Item 1349/61)	C-II-1	Margin £407-£443	do.
Do. do.	Clerk, Recovery Section, Accounting Division (Item 1401/61)	C-II-1	Margin £407-£443	do.
Do. do.	Clerk, Records Branch (Item 1250/61)	C-II-1	Margin £407-£443	do.
Crown Law	Solicitor, Grade 2 (Conveyancing), Solicitor General's Office (new Item) (a) (e)	P-II-8/9 or P-II-8/9 (F)	Margin £1163-£1325	do.
Education	Assistant Superintendent of Home Science (new Item) (a)	P-III-11	Margin £1400-£1454 (g)	1963
Industrial Development	Publicity Officer, Industries Promotion Branch (Item 4656/61)	C-II-5	Margin £785-£839	4th January
Treasury	Clerk, Cashiers and Relieving Officers Section, Accounts Branch (Item 121/61)	C-II-2	Margin £479-£515	do.
Crown Law	Clerk-in-Charge, Endorsing Room, Land Titles Office (Item 2336/61)	C-II-4/5	Margin £677-£839	do.
Do.	Clerk (Assessing), Receiving Room, Land Titles Office (new Item)	C-II-3/4	Margin £569-£731	do.
Do.	Clerk, Strong Room, Land Titles Office (new Item)	C-II-1	Margin £407-£443	do.
Metropolitan Water Supply	Clerk, Meter Reading Section, Accounting Division (Item 1439/61)	C-II-1	Margin £407-£443	do.
Public Works	District Officer (Irrigation—Camballin), Irrigation and Drainage Branch, Engineering Division (new Item to be created) (a)	G-II-5	Margin £785-£839	do.
Agriculture (two positions)	Adviser, Grade 2, North-West Division (new Items) (a) (f)	P-II-8/9	Margin £1163-£1325	do.
Do.	Adviser, Grade 3	P-II-3/7	Margin £569-£1109	do.
Do.	Biochemist, Animal Health Laboratory (Item 3324/61) (a) (c) (d)	P-II-8/9	Margin £1163-£1325	do.
Native Welfare	Clerk, Accounts Branch (Item 3715/61)	C-II-1	Margin £407-£443	do.
Do.	Welfare Inspector, Field Division (new Item) (a)	G-II-1/3	Margin £407-£623	do.

(a) Applications also called outside the Service under section 24.

(c) University degree, preferably in Organic Chemistry, with post-graduate training in Physiological or Biological Chemistry, either academically or in hospital practice.

(d) Shown in Public Service List as Biochemist, Grade 3, P-II-3/7.

(e) Practitioner admitted under the Legal Practitioners Act, 1893-1960.

(f) University degree in Agricultural Science or equivalent.

(g) Plus " Variable Allowance " of £421 p.a.

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.

21st December, 1962.

R. J. BOND,
Public Service Commissioner

Public Service Commissioner's Office,
Perth, 19th December, 1962.

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

Ex. Co. 2468, P.S.C. 613/62—R. G. Fisher, Clerk, Administrative Section, to be Clerk (Relieving), C-II-2, Land Settlement Branch, Lands and Surveys Department, as from 28th September, 1962.

Ex. Co. 2468, P.S.C. 675/62—L. T. J. Donnelly, Clerk, Relieving Section, to be Clerk, C-II-1, War Service Homes Section, Accounts Branch, State Housing Commission, as from 16th November, 1962.

Ex. Co. 2468, P.S.C. 619/62—J. A. Jodrell, Collector, Rent Collection Section, Accounts Branch, to be Clerk, C-II-1, Records Branch, State Housing Commission, as from 5th October, 1962.

Ex. Co. 2465, P.S.C. 664/62—K. Graham, Senior Clerk, Conveyancing Section, to be Chief Trust Officer, C-II-9, Trust Section, Public Trust Office, Crown Law Department, as from 2nd November, 1962.

Ex. Co. 2468, P.S.C. 693/62—J. G. Cumper, Clerk, Land Resumption Office, Public Works Department, to be Clerk, C-II-1, Accounting Division, Metropolitan Water Supply Department, as from 23rd November, 1962.

Ex. Co. 2468, P.S.C. 542/62—A. J. Williams, Clerk, Records Branch, Department of Agriculture, to be Clerk-in-Charge, C-II-4, Records and Correspondence Branch, Police Department, as from 3rd August, 1962.

Ex. Co. 2465, P.S.C. 420/62—N. C. Dry, Clerk, Inspection Branch, Local Government Department, to be Clerk-in-Charge, C-II-3, Records Branch, Premier's Department, as from 25th May, 1962.

Ex. Co. 2465, P.S.C. 594/62—C. R. McNamara, Clerk, Accounts Branch, Department of Agriculture, to be Clerk, C-II-2, Land Settlement Section, Accounts Branch, Lands and Surveys Department, as from 14th September, 1962.

Ex. Co. 2465, P.S.C. 646/62—A. C. Thomas, Senior Costs and Wages Inspector, Accounting Division, Public Works Department, to be Clerk-in-Charge, C-II-6, Lands and Surveys Section, Accounts Branch, Lands and Surveys Department, as from 26th October, 1962.

Ex. Co. 2465, P.S.C. 660/62—R. D. Spitteler, Clerk, Staff Section, Education Department, to be Clerk, C-II-3, Buildings and Supplies Section, Medical Department, as from 2nd November, 1962.

Ex. Co. 2468, P.S.C. 632/62—M. K. McAuliffe, Clerk, Accounts Branch, Treasury Department, to be Clerk, C-II-2, Accounts Branch, Forests Department, as from 19th October, 1962.

Ex. Co. 2468, P.S.C. 647/62—C. E. Sims, Clerk, Expenditure Section, Accounting Division, to be Clerk, C-II-2, Irrigation and Drainage Branch, Engineering Division, Public Works Department, as from 26th October, 1962.

Ex. Co. 2470, P.S.C. 717/62—A. G. Edwards, Clerk-in-Charge and Assistant Registrar, Strong Room, to be Clerk-in-Charge and Assistant Registrar, C-II-8, Receiving Room, Land Titles Office, Crown Law Department, as from 7th December, 1962.

Ex. Co. 2346, P.S.C. 606/62—B. C. Bignold, Medical Officer, Grade 1, Claremont, to be Deputy Physician Superintendent, Claremont, P-S-£3,378, Mental Health Services, Public Health Department, as from 7th December, 1962.

Ex. Co. 2465, P.S.C. 668/62—W. G. Staker, Clerk, to be Clerk, C-II-2, Kalgoorlie, Outstations Branch, Mines Department, as from 9th November, 1962.

Ex. Co. 2465, P.S.C. 447/62—A. L. R. Langley, Clerk, to be Clerk-in-Charge, C-II-4, Records Branch, State Housing Commission, as from 8th June, 1962.

Ex. Co. 2465, P.S.C. 534/62—S. N. Hewitt, Architect, Grade 2, Drawing Office, to be Architect, Grade 1, P-I-1, Architectural and Structural Design Branch, Architectural Division, Public Works Department, as from 10th August, 1962.

Ex. Co. 2465, P.S.C. 498/62—A. Bain, Technical Assistant, to be Aerial Photographic Technician, G-II-2/3, Mapping Branch, Surveyor General's Division, Lands and Surveys Department, as from 31st August, 1962.

Ex. Co. 2465, P.S.C. 642/62—F. Armstrong, Revenue Officer, to be Sub-Accountant, C-II-8, Accounting Division, Metropolitan Water Supply Department, as from 19th October, 1962.

Ex. Co. 2468, P.S.C. 699/62—G. E. Evans, Clerk, Applications and Inspection Branch, to be Clerk, C-II-1, Lands and Surveys Section, Accounts Branch, Lands and Surveys Department, as from 30th November, 1962.

Ex. Co. 2468, P.S.C. 479/62—C. O. Bell, Draftsman, to be Senior Draftsman, P-II-6/7, Photogrammetric Section, Mapping Branch, Surveyor General's Division, Lands and Surveys Department, as from 29th June, 1962.

And has accepted the following resignations:

Ex. Co.; Name; Department; Date.

2468; D. M. Essex; State Housing Commission; 29/11/62.

2468; D. M. Bradbury; Crown Law; 17/1/63.

2468; J. A. Daams; State Housing Commission; 7/12/62.

2465; J. L. Barakowski; Public Works; 27/1/61.

2468; L. R. Andrews; Chief Secretary's; 16/11/62.

2468; J. G. Robartson; Crown Law; 29/11/62.

2465; P. J. Alexander; Crown Law; 2/11/62.

2468; L. A. Press; Public Works; 4/1/63.

And has approved of the following retirements:—

2468; E. B. Ritchie; Lands and Surveys; 5/2/63.

2465; A. E. Saunders; Mental Health Services; 14/12/62.

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

Ex. Co. 2468—Solicitor, Grade 3, P-II-4/7, Solicitor General's Office, Crown Law Department.

Ex. Co. 2465—Clerk, C-IV, Administrative Section, Head Office, Public Works Department.

Ex. Co. 2465—Clerk, C-II-2, Accounts Branch, Education Department.

Ex. Co. 2468—Senior Engineer, P-I-3, Irrigation and Drainage, Hydraulic Engineer's Branch, Engineering Division, Public Works Department.

Ex. Co. 2465—Examining Clerk, C-II-5, Receiving Room, Clerk (Assessing), C-II-3/4, Receiving Room, Clerk, C-II-1, Strong Room, Land Titles Office, Crown Law Department.

Ex. Co. 2468—Solicitor, Grade 3, P-II-4/7, Solicitor General's Office, Crown Law Department.

And has approved of the following transfer:—

Ex. Co. 2468—F. Greenwood, the occupant of item 4656/61, Publicity Officer, C-II-5, Department of Industrial Development, to the list of officers attached pending allocation to appropriate items, as from the 7th December, 1962.

R. J. BOND,
Public Service Commissioner.

Prisons Department,
Perth, 7th December, 1962.

C.S.D. 259/60.

HIS Excellency the Governor in Council has appointed, pursuant to the provisions of section 17 of the Prisons Act, 1903-1954, the persons named in the schedule hereunder as visitors to the prisons at the towns and places set out in the schedule opposite and corresponding to those names, for the year ended 31st December, 1963.

Schedule.

Albany: Stipendiary Magistrate, Albany, and T. G. A. Beal, J.P.

Bartons Mill: C. Kusters, J.P., M. R. Rhind, J.P.
Broome: Stipendiary Magistrate, Broome, and Arthur Streeter Male, J.P.

Bunbury: Stipendiary Magistrate, Bunbury, and C. H. G. Wood, J.P.

Carnarvon: Stipendiary Magistrate, Carnarvon.

Cue: Stipendiary Magistrate, Meekatharra.

Derby: Stipendiary Magistrate, Broome, and Robert Mittford Rowell, J.P.

Fremantle: K. J. Dougall, Stipendiary Magistrate, Francis Pearse, J.P., W. Wauhop, J.P., J. E. Gustafson, J.P., L. R. Latham, J.P., W. F. Samson, J.P., C. C. Bennett, J.P., G. F. Charles, J.P., A. J. Edwards, J.P., J. G. Skeahan, J.P., E. L. Mott, J.P., H. Pugh, J.P., R. Haslam, J.P., S. Perry, J.P., H. Schroeder, J.P., Mrs. K. Sandover, J.P., and Mrs. E. Ulrich, J.P.

Geraldton: Stipendiary Magistrate, Geraldton

Kalgoorlie: Stipendiary Magistrate, Kalgoorlie, and His Worship the Mayor, Kalgoorlie.

Marble Bar: Stipendiary Magistrate, Carnarvon.

Meekatharra: Stipendiary Magistrate, Meekatharra.

Northam: Stipendiary Magistrate, Northam.

Onslow: Stipendiary Magistrate, Carnarvon, and A. H. Clarke, J.P.

Perth: The Stipendiary Magistrates appointed for the Perth Magisterial District, Alfred Spencer J.P., and Mrs. L. H. Needham, J.P.

Roebourne: Stipendiary Magistrate, Carnarvon.

Shark Bay: Stipendiary Magistrate, Carnarvon.

Wiluna: Stipendiary Magistrate, Meekatharra, and M. J. Quartermain, J.P.

Wyndham: Stipendiary Magistrate, Broome.

Pardelup Prison Farm: Stipendiary Magistrate Albany.

A. H. WATERER,
Comptroller General of Prisons.

Prisons Department,
Perth, 7th December, 1962.

C.S.D. 283/60.

HIS Excellency the Governor in Council has appointed the following to be members of the Prisoners' Aid Association for the year ending 31st December, 1963:—

Rev. L. Rubin-Zacks.
Canon W. Kirby.
Mr. A. H. Waterer.
Mr. C. Gannaway.
Mr. G. Cant.
Rev. G. Jenkin.
Sister E. Williams.
Rev. H. Farman.
Pastor D. Speck.
Senior Major E. O'neil.
Sister Alice.
Mr. W. Setterfield.
Mr. G. Hitchin.
Rev. W. Cuthbertson.
Rev. A. Lee.
Mrs. E. Ulrich, J.P.
Rev. F. Wilmot.
Mrs. Clarke.
Brigadier D. W. Hewitt.
Rev. L. Donaldson.
Rev. J. Coakley.
Rev. Father J. McCarthy.
Rev. E. Gibson.
Rev. R. B. Angus.
Mr. A. G. Taylor.
Mr. F. B. Chester.
Mr. C. R. Coleman.
Mr. K. Clarke.
Rev. W. Scott.

A. H. WATERER,
Comptroller General of Prisons.

Crown Law Department,
Perth, 19th December, 1962.

HIS Excellency the Governor in Executive Council has appointed Leslie George Archelaus Jenkins—

- (1) pursuant to the provisions of the Licensing Act, 1911-1961—
 - (a) to be a receiver of revenue for the purposes of issuing licenses for the district in which the licensed premises are situated; and
 - (b) under section 22 of the said Act, being a Clerk of Petty Sessions, to act as Clerk of the Licensing Court of the Broome Licensing District sitting at Broome;
- (2) pursuant to section 9 of the Courts of Session Act, 1921, to act as Clerk of the Broome Court of Session; and
- (3) pursuant to section 13 of the Juries Act, 1957-1959, to be the Jury Officer for the Broome Jury District at Broome,

as from the 10th December, 1962, during the absence on leave of Ernest James Blake.

HIS Excellency the Governor in Executive Council has appointed William Fellowes—

- (1) pursuant to the provisions of the Licensing Act, 1911-1961 to be a receiver of revenue for the purposes of issuing licenses for the district in which the licensed premises are situated; and
- (2) under section 22 of the said Act, being a Clerk of Petty Sessions, to act as Clerk of the Licensing Court for the Fremantle Licensing District sitting at Fremantle,

on and from the 13th December, 1962, *vice* Gregory Maurice Hickey, retired, and pending a permanent appointment.

HIS Excellency the Governor in Executive Council has appointed Cecil Edward Emms—

- (1) pursuant to the provisions of the Licensing Act, 1911-1961—
 - (a) to be a receiver of revenue for the purposes of issuing licenses for the district in which the licensed premises are situated; and
 - (b) under section 22 of the said Act, being a Clerk of Petty Sessions, to act as Clerk of the Licensing Court of the Kalgoorlie, Coolgardie and Kanowna Licensing Districts sitting at Kalgoorlie;
- (2) pursuant to section 9 of the Courts of Session Act, 1921, to act as Clerk of the Eastern Goldfields Court of Session; and
- (3) pursuant to section 13 of the Juries Act, 1957-1959, to be the Jury Officer for the Eastern Goldfields Jury District at Kalgoorlie,

during the period of absence on leave of Ian Hollett, on and from the 27th December, 1962.

THE Hon. Minister for Justice has appointed Cecil Edward Emms, pursuant to section 13 (3) of the Local Courts Act, 1904-1958, as substitute to discharge the duties of Clerk of the Local Court at Kalgoorlie as from the 27th December, 1962, during the absence on leave of Ian Hollett.

ACTING under the powers conferred upon them by subsection (7) of section 21 of the Licensing Act, 1911-1962, subject to the approval of the Hon. Minister for Justice, the Licensing Magistrates of Western Australia have delegated for the period from 1st January, 1963, to 31st December, 1963, to the Stipendiary Magistrates of the under-mentioned Magisterial Districts their powers,

authorities, duties, and functions relating to applications for the transfer of licenses to be dealt with at the following Courts.

Licensing District in which the delegated authority may be exercised	Courthouse	Magisterial District of Stipendiary Magistrate appointed as delegate
Albany	Albany	Stirling
Avon	Merredin	Avon
Beverly-Pingelly	Beverly	Avon
Broome	Broome	Broome
Bunbury	Bunbury	Forrest
Collie	Collie	Forrest
Collic	Bridgetown	Mitchell
Collic	Busselton	Mitchell
Coolgardie	Kalgoorlie	Coolgardie
Coolgardie	Southern Cross	Coolgardie
Cue	Cue	Murchison
Cue	Wiluna	Clifton
East Kimberley	Hall's Creek	East Kimberley
East Kimberley	Wyndham	East Kimberley
Gascoyne	Carnarvon	Gascoyne
Geraldton	Geraldton	Geraldton
Greenough	Geraldton	Geraldton
Irwin	Geraldton	Geraldton
Irwin	Moora	Geraldton
Kalgoorlie	Kalgoorlie	Hannans
Kanowna	Esperance	Esperance
Kanowna	Kalgoorlie	Hannans
Kanowna	Norseman	Dundas
Katanning	Katanning	Stirling
Menzies	Menzies	Collier
Moore	Moora	Geraldton
Mt. Leonora	Leonora	Collier
Mt. Magnet	Mt. Magnet	Murchison
Mt. Magnet	Yalgoo	Murchison
Mt. Margaret	Leonora	Collier
Murchison	Meekatharra	Murchison
Murchison	Wiluna	Clifton
Murray-Wellington-Forrest	Bunbury	Forrest
Murray-Wellington-Forrest	Pinjarra	Forrest
Nelson	Bridgetown	Mitchell
Nelson	Manjimup	Mitchell
Northam	Northam	Avon
Pilbara	Marble Bar	Filbara
Pilbara	Port Hedland	Port Hedland
Ravensthorpe	Wagin	Stirling
Roebourne	Onslow	Ashburton
Roebourne	Roebourne	Roebourne
Sussex	Busselton	Mitchell
Toodyay	Toodyay	Avon
Toodyay	Wyalkatchem	Avon
Wagin	Wagin	Stirling
West Kimberley	Derby	West Kimberley
Williams-Narrogin	Narrogin	Williams
Yilgarn	Southern Cross	Coolgardie
Yilgarn	Wagin	Stirling
Yilgarn	Narrogin	Williams
York	York	Avon
York	Bruce Rock	Avon

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

- Leslie Richard Roy Bluett, Doubleview.
- Norman Beresford Marshall, Manjimup.
- George Bohdan Mencinsky, Mount Lawley.
- Cedric Mitchell, Wagin.
- Francis David O'Connor, Como.
- Jan Hendrik Willem Verjans, Manning.
- Robert Napier Williams, East Fremantle.

HEALTH ACT, 1911-1962.

Department of Public Health,
Perth, 7th December, 1962.

P.H.D. 1267/57.

HIS Excellency the Governor has appointed Dr. R. B. Lefroy to be an acting member of the State Health Council during the absence of Professor E. Saint (nominee of the University of Western Australia).

LINLEY HENZELL,
Commissioner of Public Health.

HEALTH ACT, 1911-1962.

Department of Public Health,
Perth, 18th December, 1962.

P.H.D. 1083/58.

THE appointment of Dr. R. H. Fitzgerald as Medical Officer of Health to the Shire of Mount Magnet is approved.

LINLEY HENZELL,
Commissioner of Public Health.

NURSES' REGISTRATION ACT, 1922-1959.

Department of Public Health,
Perth, 7th December, 1962.

P.H.D. 21/60.

HIS Excellency the Governor in Council has appointed Dr. Roland Hodgson Natrass and Mr. Leslie Ernest LeSouef as members of the Board for a term of three (3) years commencing as from 1st January, 1963, and 1st April, 1963, respectively.

LINLEY HENZELL,
Commissioner of Public Health.

HEALTH ACT, 1911-1962.

Department of Public Health,
Perth, 17th December, 1962.

P.H.D. 728/59.

THE appointment of Dr. M. G. Jones as Medical Officer of Health for the Shire of Woodanilling is approved.

LINLEY HENZELL,
Commissioner of Public Health.

NURSES' REGISTRATION ACT, 1922-1959.

Department of Public Health,
Perth, 7th December, 1962.

P.H.D. 515/61.

HIS Excellency the Governor in Council has—

(1) Appointed the following:—

- Sister Mary Christine Higgins,
- Miss Pauline Lambert,
- Miss Dorothy Campin,
- Miss Pamela Smart,

to examine candidates for the General Nursing Certificate.

(2) Appointed Mr. S. T. Ellies for a period of 12 months as from 1st September, 1962, to examine candidates for the Dental Nursing Certificate *vide* Mr. T. S. Stevenson on leave.

(3) Cancelled the appointment of the following:—

- Mr. P. Ingram-Cormack,
- Mr. J. A. Spence,

to examine candidates for the General Nursing Certificate in the subject of Anatomy and Physiology and the Mental Health Certificate respectively.

(4) Appointed the following:—

- Sister Mary Cornelius Tobin,
- Miss Catherine Maude Taylor,
- Sister Mary Christina,
- Dr. Roland Natrass,
- Dr. V. T. White,
- Professor Gordon King,
- Dr. Kenneth Worner,
- Dr. Archie Murray,
- Dr. John Martin,
- Dr. Colin Smith,
- Dr. Clem Love,
- Dr. Geoffrey Lilburne,
- Dr. A. G. Mathew,
- Dr. Frank Spence,

to examine candidates for the Midwifery Certificate.

LINLEY HENZELL,
Commissioner of Public Health.

HOSPITALS ACT, 1927-1955.

Medical Department,
Perth, 7th December, 1962.

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, 1962:—

- (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.

**CANCER COUNCIL OF WESTERN AUSTRALIA
ACT, 1958.**

Department of Public Health,
Perth, 17th December, 1962.

P.H.D. 209/60.

THE appointment of Dr. John Tudor Smyth as an acting member of the Board of Management of the Institute of Radiotherapy for the period 4th December, 1962, to the end of March, 1963, during the absence of Dr. H. R. Elphick on leave, is approved.

LINLEY HENZELL,
Commissioner of Public Health.

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.
Anderson, C. L. and J.; 338/7800; Hopetoun Lot 132; non-compliance with conditions; 3386/61; Townsite.
Brenton, G. H.; 3117/2281; Boulder Lot 1695; non-payment of rent; 10611/02; Townsite Sheet 1.
Gors, I. R.; 36552/55; Avon Location 16645; non-compliance with conditions; 4040/19; 3D/40, A3.
Mottram, G. R.; 338/7674; Wyndham Lot 820; non-payment of rent; 1086/61; Townsite.
McKay, I. C.; 338/6807; Jurien Bay Lot 8; non-compliance with conditions; 4348/56; Townsite.

APPLICATIONS FOR LEASING.

Rothsay Common Reserve.

Department of Lands and Surveys,
Perth, 21st December, 1962.

Corres. 5030/08, Vol. 2.

APPLICATIONS are invited, under section 32 of the Land Act, 1933-1962, for the leasing of Rothsay Common Reserve 11508 containing about 14,300 acres for Grazing purposes for a term of five (5) years, at a rental of £45 per annum, subject to the following conditions:—

- (a) The successful applicant shall acknowledge in writing, the presence of extensive excavations over the subject area, and shall provide an indemnity to the Crown against any liability or claim for compensation arising through loss of stock or human life because of the said excavations.
- (b) The lessee shall not destroy or otherwise interfere with timber or scrub growing on the demised land.
Any cultivation of the land will render the lease liable to immediate forfeiture.
- (c) The Minister for Lands reserves the right at all times to determine the lease if the land, the subject of the lease, is overstocked. In this respect, the interpretation of the Honourable Minister as to overstocking shall be final.
- (d) Compensation will not be payable at the expiration or earlier determination of the lease for any improvements effected on the demised land.

Applications, accompanied by a deposit of £23 5s., must be lodged at the Department of Lands and Surveys, Cathedral Avenue, Perth, on or before Wednesday, 16th January, 1963.

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

(Plan 121/80, EF, 1 and 2.)

F. C. SMITH,
Under Secretary for Lands.

APPLICATIONS FOR LEASING.

Coomalbidgup Lots 21, 22 and 26.

Department of Lands and Surveys,
Perth, 21st December, 1962.

Corres. 310/59.

APPLICATIONS are invited, under section 117 of the Land Act, 1933-1962, for the leasing of Coomalbidgup Lots 21, 22 and 26 for the purpose of light industry, or fuel oil, machinery or transport depots, for terms of ten (10) years, at rentals of £10 per annum for each lot, subject to the following conditions:—

- (a) The lot shall be utilised to the satisfaction of the Minister for Lands within two (2) years from the date of the lease.
- (b) Compensation will not be payable at the expiration or earlier determination of the lease for any improvements effected on the demised land.

Applications, accompanied by a deposit of £6, must be lodged at the Lands Department, Perth, on or before Wednesday, 16th January, 1963.

In the event of more than one application being received for the lease of any one lot, the application to be granted will be determined by the Land Board.

(Plan Coomalbidgup Townsite.)

F. C. SMITH,
Under Secretary for Lands.

LOCAL GOVERNMENT ACT, 1960-1962.

Department of Lands and Surveys,
Perth, 21st December, 1962.

IT is hereby declared that, pursuant to the resolutions of the City of Fremantle at a meeting of the Council held at FREMANTLE on the 26th January, 1961, and of the Town of Mosman Park at meetings of the Council held at MOSMAN PARK on or about the 29th November, 1960, and on the 29th December, 1960, 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:—
City of Fremantle and Town of Mosman Park. L. & S. 2170/28 (MR105; R354), M.R.D. 1546/60.

Road No. 1035 (widening of part). That portion of land held in Special Lease under Act No. 21 of 1928 containing 1 rood 30.3 perches as delineated and coloured dark brown on Original Plan 8856.

Road No. 12430 (McCabe Street). A strip of land, of varying width, leaving McCabe Street at the eastern corner of North Fremantle Lot 332 and extending as delineated and coloured dark brown on Original Plan 8856, north-eastwards and south-eastwards along the south-eastern boundary of lot 338, through Class B Reserves 2976 and 2020, and portion of lot 174 (Reserve 9140), to and through Mosman Park Suburban Lot 159 (Class B Reserve 7133), to and through Suburban Lots 45 (Class B Reserve 3166) and 44 and through portions of land held in Special Lease under Act No. 21 of 1928 and Reserve 20261 to road No. 1037 (Stone Street) (excluding intersections with roads Nos. 1027, 1031 and Hanlin Street.)

5.9p. being resumed from Mosman Park Suburban Lot 44, 2a. 3r. 39p. being resumed from North Fremantle Lot 174, and 3r. 15.8p. being resumed from land held in Special Lease under Act No. 21 of 1928. (Notice of intention to resume gazetted 4th January, 1962, and 5th October, 1962).

The areas of Class B Reserves 2020, 2976, 3166, 7133 and Reserves 9140 and 20261 are hereby reduced by 1a. 1r. 8.1p., 1r. 2.6p., 1r. 11.5p., 1a. 3r. 38p., 2a. 3r. 39p. and 23.1p. respectively.

(Public Plan North Fremantle.)

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 roads, and that plans of the said lands might be inspected at the Department of Lands and Surveys, Perth, it is hereby notified that the lines of communication described above are roads within the meaning of the Local Government Act, 1960, subject to the provisions of the said Act.

Dated this 19th day of December, 1962.

By order of His Excellency the Governor.

STEWART BOVELL,
Minister for Lands.

LAND OPEN FOR SELECTION

Perth Land Agency

Department of Lands and Surveys,
Perth, 21st December, 1962.

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, 16th JANUARY, 1963

SCHEDULE I

Location	Area	Purchase Price	Plan	Corres. No.	Classification	Deposit Required
Canning 1840 } (a) (b) (h)	a. r. p.	£ s. d.				£ s. d.
" 1842 }	2 2 1	32 0 0	1C/20 S.W.	10184/12	....	3 9 0
" 1841 (a) (b) (h)	1 30.8	5 2 0	"	"	....	15 3
" 1843 (a) (b) (h)	38.1	2 18 0	"	"	....	11 0
" 1844 (a) (b) (h)	1 2 4.7	30 0 0	"	"	....	3 5 0
" 1845 (a) (b) (h)	1 1 1	30 0 0	"	"	....	3 5 0
" 1848 (a) (b) (h)	20.3	10 0 0	"	"	....	1 5 0
" 1849 (a) (b) (h)	22.7	10 0 0	"	"	....	1 5 0
Yilgarn 1436 (a) (b) (h)	32 2 14	30 0 0	35/80 C. 1	1368/24	....	3 5 0

SCHEDULE II

District	Description	Plan	Corres. No.	Deposit Required
Jilbadji (22 miles East of Tandagin Siding) (a) (c) (d) (e) (f)	(1) All that portion of Crown land containing about 570 acres bounded on the north by a surveyed road along the southern boundary of Location 522 ; on the east by Location 532 ; on the south by Location 534 and on the west by a line extending north-west from the north-west corner of Location 534	23/80 A. B. 4	2384/62	£ s. d. 17 0 0
Jilbadji (22 miles East of Tandagin Siding) (a) (b) (c) (d) (e) (g) (h)	(2) All that portion of Crown land containing about 60 acres bounded on the north by Location 533 ; on the east by a line in prolongation south of the eastern boundary of Location 533 ; on the south by a line in prolongation east of the southern boundary of Location 298 and on the west Location 298	"	"	30 0 0

(a) Subject to Mining Conditions.

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

(c) Subject to survey.

(d) Subject to classification.

(e) Subject to pricing.

(f) Subject to the provisions of necessary roads.

(g) Subject to the condition that the successful applicant pay in advance of survey the actual cost of survey, viz, £30.

(h) Available to adjoining holders only.

F. C. SMITH,
Under Secretary for Lands.

LAND OPEN FOR SELECTION

Perth Land Agency

Department of Lands and Surveys,
Perth, 21st December, 1962.

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, 30th JANUARY, 1963

Location	Area	Price per Acre	Plan	Corres.	Deposit Required
Serial 43, Scott River (6 to 15 miles East from Augusta)— Sussex	a. r. p. (about)	£ s. d. (excluding survey fee)	441A/40, 441/80, 440D/40, 440/80	Opening File 4815/50	£ s. d.
4250	300 0 0	13 0	} 3 8 0
4258	440 0 0	13 0	....	....
4270	580 0 0	12 0	....	....
4271	400 0 0	13 0	....	....
4272	460 0 0	12 0	....	....
4276	1,150 0 0	8 0	....	....
4277	1,150 0 0	8 0	....	....
4278	1,120 0 0	8 0	....	....
4279	1,240 0 0	8 0	....	....
4280	1,120 0 0	8 0	....	....
4281	1,000 0 0	8 0	....	....

All Locations are subject to examination of survey and to Mining Conditions.

F. C. SMITH,
Under Secretary for Lands.

STATE HOUSING ACT, 1946-1960.

Cancellation of Forfeiture of Lease.

THE notice of forfeiture of the undermentioned Crown Lease under Part V of the State Housing Act published in the *Government Gazette* (No. 63) of 10th August, 1962, is hereby cancelled.

Lease; Lessee; Land.

Crown Lease 146/1961; McGuiness, Louis Vincent, Railway Employee, of Geraldton; Geraldton Lot 1737.

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

BUSH FIRES ACT, 1954-1958.

(Section 17.)

Suspension of Prohibited Burning Times.

Bush Fires Board,
East Perth, 19th December, 1962.

Corres. 221.

IT is hereby notified that the Hon. Minister for Lands has approved of the suspension until 22nd December, 1962, of the prohibited burning times declared for the Shire of Gnowangerup so far as the declaration relates to Reserve No. 11626 and streets and roads in the Town of Gnowangerup.

Any burning carried out under the provisions of this suspension shall comply with section 18 and all other relevant provisions of the Bush Fires Act, 1954-1958, and is to be under the control of employees of the Gnowangerup Shire Council.

A. SUTHERLAND,
Secretary, Bush Fires Board.

BUSH FIRES ACT, 1954-1958.

(Section 17.)

Suspension of Prohibited Burning Times.

Bush Fires Board,
East Perth, 18th December, 1962.

IT is hereby notified that the Hon. Minister for Lands has approved the suspension of the prohibited burning times declared for the municipalities set out in the schedule hereto so far as the declaration relates to the burning of rubbish under the control of the various councils, on the land described in the schedule, subject to the conditions that all burning on this land during the prohibited burning time must be carried out in pits or trenches.

Schedule.

Municipality; Land.

Shire of Waroona; Reserve No. 10386.

Shire of Moora; Reserve No. 11154.

Town of Claremont; portions of locations P224 and P226.

A. SUTHERLAND,
Secretary, Bush Fires Board.

BUSH FIRES ACT, 1954-1958.

Appointment of Bush Fire Control Officers.

Bush Fires Board,
East Perth, 19th December, 1962.

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

Cuballing: R. R. Sims.

Katanning: J. Moore and K. Robertson.

Kulin: M. Brick, J. Dorotich, R. Trundle, R. A. G. Davies, J. Ryan, J. Carruthers, M. Carmody, D. Anderson, H. Sprigg, R. Elson, E. K. Murray, W. Steere and H. Dearlove.

Murray: A. G. Farley.

Northam: M. W. Loton and G. W. Snooke.
 Plantagenet: A. R. Drage.
 Quairading: W. J. Davies and F. L. Comins.
 Rockingham: T. E. Williams.
 Wanneroo: K. C. Moore.

The following appointments have been cancelled:—

Katanning: L. Cheetham and A. B. Wilson.
 Kulin: M. D. Gaston, G. W. Dunham and W. Butler.
 Murray: G. Pollard.
 Northam: N. C. J. Morrell, T. A. E. Letch,
 W. K. Sermon, L. Friend, S. M. Smith and
 E. C. Sermon.
 Rockingham: A. M. Young.

A. SUTHERLAND,
 Secretary, Bush Fires Board.

BUSH FIRES ACT, 1954-1958.
 (Section 38.)

Fire Weather Officers.

Bush Fires Board,
 East Perth, 19th December, 1962.

IT is hereby notified that the Bush Fires Board has approved of the appointments of the following persons for their respective Shires:—

Local Authority; Fire Weather Officers; Deputy
 Fire Weather Officers.

Katanning; A. L. Ladyman; —.
 Kulin; J. F. Boschetti; —.
 Rockingham; G. McMillan; T. E. Williams.

The following appointments have been cancelled:—

Katanning; W. E. Broughton; —.
 Kulin; M. D. Gaston; —.
 Rockingham; A. M. Young; G. McMillan.

A. SUTHERLAND,
 Secretary, Bush Fires Board.

BUSH FIRES ACT, 1954-1958.

York Town Council.

Provision of Firebreaks.

IT is notified that the period during which the protective burning-off of inflammable material on properties within the town boundaries ended on 15th December, 1962.

Owners and/or occupiers of land, business premises and residences within the Town of York must provide a firebreak, not less than six feet wide, within the external boundaries of their property by 29th December, 1962.

Failure to comply with this notice is an offence.

Dated this 17th day of December, 1962.

C. J. ASHBOLT,
 Town Clerk.

TOWN PLANNING AND DEVELOPMENT ACT,
 1928-1962.

City of Nedlands.

Advertisement of a Resolution to Amend a Town
 Planning Scheme.

T.P.B. 854/2/8/2, Pt. "A."

NOTICE is given that the Municipality of the City of Nedlands, under the provisions of section 7 of the Town Planning and Development Act, has resolved to vary its Town Planning Scheme as follows:—

1. By re-zoning lots 93, 94, location AW, Strickland Street, Mt. Claremont, as "Service Station and Shops."

Any objections should be sent to the Town Clerk, in writing, by Thursday, 7th March, 1963.

Dated this 7th day of December, 1962.

T. C. BROWN,
 Town Clerk.

TOWN PLANNING AND DEVELOPMENT ACT,
 1928-1962.

City of Nedlands.

Town Planning Scheme.

T.P.B. 854/2/8/2, Pt. "B."

IT is hereby notified for public information, in accordance with section 7 of the Town Planning and Development Act, 1928-1962, that the Hon. Minister for Town Planning on the 14th day of December, 1962, approved of the City of Nedlands Town Planning Scheme being amended as hereunder:—

Such amendment being advertised in the *Government Gazette*s of 10th, 17th and 24th of August, 1962:—

By rezoning the rear lot, fronting Marita Road, of the subdivision of lots 67 and 68, location 1029, corner of Stirling Highway and Marita Road, Nedlands, as "flats and residential."

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

TOWN PLANNING AND DEVELOPMENT ACT,
 1928-1962.

Shire of Bayswater.

Town Planning Scheme No. 4—Melbourne Way.

NOTICE is hereby given that the Bayswater Shire Council, in pursuance of the Town Planning and Development Act, 1928-1962, has resolved to prepare the above Town Planning Scheme with reference to an area situate wholly within the Shire of Bayswater, and enclosed within the inner edge of a blue border on the plans now produced to the Bayswater Shire Council, and marked and certified by the President and Shire Clerk and dated the 21st day of February, 1962, as Plans No. 1 and No. 2.

Details of Scheme No. 4 (Summary).

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

The general objects of the scheme are to replace the subdivision shown on Plan No. 1 with that shown on Plan No. 2 in order to provide for the better use of the land for building purposes and to make provision for traffic in the area by the construction and drainage of the roads coloured yellow on Plan No. 2.

So much of the land within the area as is necessary to implement the scheme shall be resumed or otherwise acquired by the Council.

The new lots created by the re-survey will be disposed of by offer to previous owners of land in the area as set out in the schedule to the scheme, or by sale by public tender or private contract.

The scheme shall be credited with the net amount received from the sale of lots or the valuations thereof. The scheme shall be debited with the administration costs of the scheme, survey costs, the cost of works to be carried out, all compensation costs, and all other costs incidental to the implementation of the scheme.

In the event of the scheme showing a profit, the surplus will be used for improvements in the area, or within a radius of half a mile of the area. In the event of the scheme not showing a profit, the net losses shall be paid proportionately by owners accepting new lots offered.

Details of the proposed scheme are available for inspection by interested persons at the Bayswater Shire Council office, Slade Street, Bayswater, and at the office of the Town Planning Board, 33 Mount Street, Perth, during normal office hours.

Any objections to, or suggestions in connection with the proposed scheme should be sent in writing to the Shire Clerk, Bayswater Shire Council, on or before 21st March, 1963.

Dated this 14th day of December, 1962.

A. A. PATERSON,
 Shire Clerk.

TOWN PLANNING AND DEVELOPMENT ACT,
1928-1962.

Shire of Belmont.

Belmont Town Planning Scheme No. 4 (Amended).

T.P.B. 854/2/15/3, Pt. "E."

IT is hereby notified for public information, in accordance with section 7 of the Town Planning and Development Act, 1928-1962, that the Hon. the Minister for Town Planning on the 14th day of December, 1962, approved of the Belmont Park Town Planning Scheme No. 4 (Amended), gazetted on the 1st day of November, 1957, being amended as hereunder.

Such amendment being advertised in the *Government Gazette*s of 17th, 24th and 31st of August, 1962:—

- (1) By deleting from the Residential Zone the whole of the land comprised in that portion of Canning Location 2 and being lots 12 and 13 on Plan 6696 having frontages to Orrong Road and Kew Street.
- (2) By inserting after paragraph 12 of the Seventh Schedule Service Station and Filling Station Zone the following:—

Paragraph 13. The whole of the land comprised in that portion of Canning Location 2 and being lots 12 and 13 on Plan 6696, having frontages to Orrong Road and Kew Street.

Such amendment is shown on No. 17 Amendment, Plan No. 3 of the Belmont Park Town Planning Scheme No. 4 (Amended).

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

TOWN PLANNING AND DEVELOPMENT ACT,
1928-1962.

Shire of Belmont.

Belmont Town Planning Scheme No. 4 (Amended).

T.P.B. 854/2/15/3, Pt. "J."

IT is hereby notified for public information, in accordance with section 7 of the Town Planning and Development Act, 1928-1962, that the Hon. the Minister for Town Planning on the 14th day of December, 1962, approved of the Belmont Park Town Planning Scheme No. 4 (Amended), gazetted on the 1st day of November, 1957, being amended as hereunder.

Such amendment being advertised in the *Government Gazette*s of 17th, 24th and 31st of August, 1962:—

- (1) By deleting from the Residential Zone that portion of Swan Location 34 and being portion of lot 140 and lots 148 to 152 (inclusive) on Plan 1711 having frontages to St. Kilda Road and Great Eastern Highway and being coloured light red brown on the Plan.
- (2) By inserting after paragraph 21 of the Third Schedule—Business Zone the following:—

(22) The whole of the land comprised in that portion of Swan Location 34 and being portion of lot 140 and lots 148 to 152 (inclusive) on Plan 1711 having frontages to St. Kilda Road and Great Eastern Highway.

Such amendment is shown on No. 18 Amendment, Plan No. 3 of the Belmont Park Town Planning Scheme No. 4 (Amended).

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

TOWN PLANNING AND DEVELOPMENT ACT,
1928-1962.

Shire of Canning.

Advertisement of Resolution Deciding to Prepare Town Planning Scheme No. 5—Beatrice Place, Riverton.

NOTICE is hereby given that the Canning Shire Council passed the following resolution:—

Resolved that the Canning Shire Council, in pursuance of section 7 of the Town Planning and Development Act, 1928-1961, prepare the above Town Planning Scheme with reference to an area situated wholly within the Canning Shire and enclosed within the inner edge of a blue border on the plan now produced to the Canning Shire Council, and marked and certified by the President and the Shire Clerk of the Council, under their hands, dated the 27th day of August, 1962, as Plan No. 1 and Plan No. 2.

The details of the scheme are summarised as follows:—

The area involved includes the rear portions of lots 616-18, Canning Location 25, enclosed by Riverton Drive, Doric Street and Beatrice Avenue. The object of the scheme is to improve and develop the area for residential purposes, and will be achieved by resumption and re-subdivision of the land and by the construction of a road with necessary drainage. The scheme costs will be met by the landowners concerned on a share basis when the land resumed, less that required for the road, is returned to them.

Plans No. 1 and No. 2, together with full details of the scheme, have been deposited at the Canning Shire Council office, 1311 Albany Highway, Cannington, where they may be inspected free of charge by any interested person between 9 a.m. and 4 p.m., Mondays to Fridays.

Objections and suggestions from persons affected and representations from others interested in the scheme should be made in writing and addressed to the undersigned at 1311 Albany Highway, Cannington, on or before the 15th day of March, 1963.

N. I. DAWKINS,
Shire Clerk.

TOWN PLANNING AND DEVELOPMENT ACT,
1928-1962.

Shire of Canning.

Advertisement of Resolution Deciding to Prepare Town Planning Scheme No. 1—Mitchell Place, Bentley.

NOTICE is hereby given that the Canning Shire Council passed the following resolution:—

Resolved that the Canning Shire Council, in pursuance of section 7 of the Town Planning and Development Act, 1928-1961, prepare the above Town Planning Scheme with reference to an area situated wholly within the Canning Shire and enclosed within the inner edge of a blue border on the plan now produced to the Canning Shire Council, and marked and certified by the President and the Shire Clerk of the Council, under their hands, dated the 27th day of August, 1962, as Plan No. 1 and Plan No. 2.

The details of the scheme are summarised as follows:—

The area involved includes portions of lots 57-63 and 25-35 Canning Location 2, enclosed by Albany Highway, Bedford Street, Boulder Street and Mitchell Street. The object of the scheme is to improve and develop the area for residential purposes, and will be achieved by resumption and resubdivision of the land, and by construction of a road with any necessary drains on part thereof. The new lots created

by the scheme will be sold and, when the scheme costs have been deducted from the proceeds, the balance will be apportioned between the land owners involved, according to the value of the land resumed from them.

Plans No. 1 and No. 2, together with full details of the scheme, have been deposited at the Canning Shire Council office, 1311 Albany Highway, Cannington, where they may be inspected free of charge by any interested person between 9 a.m. and 4 p.m., Mondays to Fridays.

Objections and suggestions from persons affected and representations from others interested in the scheme should be made in writing and addressed to the undersigned at 1311 Albany Highway, Cannington, on or before the 15th day of March, 1963.

N. I. DAWKINS,
Shire Clerk.

TOWN PLANNING AND DEVELOPMENT ACT, 1928-1962.

Shire of Canning.

Advertisement of Resolution Deciding to Prepare Town Planning Scheme No. 6—Acanthus Road, Riverton.

NOTICE is hereby given that the Canning Shire Council passed the following resolution:—

Resolved that the Canning Shire Council, in pursuance of section 7 of the Town Planning and Development Act, 1928-1961, prepare the above Town Planning Scheme with reference to an area situated wholly within the Canning Shire and enclosed within the inner edge of a blue border on the plan now produced to the Canning Shire Council, and marked and certified by the President and the Shire Clerk of the Council, under their hands, dated the 27th day of August, 1962, as Plan No. 1 and Plan No. 2.

The details of the scheme are summarised hereunder:—

The land affected is classified as rural, and is enclosed by High Road, Herald Avenue, Acanthus Road, Astor Avenue, Apsley Road and Fifth Avenue, Canning Location 25. The general objects of the scheme are:—

- (a) To plan the future road pattern and drainage of the area.
- (b) To facilitate and co-ordinate progressive subdivision and development of the area for light and restricted industry, showrooms, warehouses, shops and residences, in accordance with Plan No. 2.
- (c) To make provision for public open spaces.

To accomplish this the land will be re-classified under the Council's Zoning By-laws to permit the above uses. Each affected landowner when desirous of subdividing his land will do so in conformity with the road pattern on Plan No. 2. The costs of all new roads and drains, other than M.W.S.S. & D. Department drains, will be met by the subdividers. The Council will acquire the land required for public open space at its current market value, and each land-owner will pay into the Council's trust fund 10 per cent. of the value of his land at the time of subdivision as a contribution towards the cost of the public open spaces.

Plans No. 1 and No. 2, together with full details of the scheme, have been deposited at the Canning Shire Council office, 1311 Albany Highway, Cannington, where they may be inspected free of charge by any interested person, between 9 a.m. and 4 p.m. Mondays to Fridays.

Objections and suggestions from persons affected and representations from others interested in the scheme should be made in writing and addressed to the undersigned at 1311 Albany Highway, Cannington, on or before the 15th day of March, 1963.

N. I. DAWKINS,
Shire Clerk.

PUBLIC WORKS TENDERS.

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

Greenbushes Police Station and Quarters—Septic Tank Installation (15057); 8th January, 1963; conditions are now available and may be seen at the Contractors' Room, P.W.D., Perth and Bunbury and Police Station, Greenbushes.

Huntley Forest Department—School Quarters—Purchase and Removal (15069); 8th January, 1963; conditions may be seen at the Contractors' Room, P.W.D., Perth, and at Police Station, Dwellingup, on and after 17th December, 1962.

Laverton Police Station and Quarters—Septic Tank Installation (15058); 8th January, 1963; conditions may be seen at the Contractors' Room, P.W.D., Perth and Kalgoorlie and Police Station, Laverton, on and after 10th December, 1962.

Margaret River Hospital—Minor Alterations and Repairs and Renovations (15070); 8th January, 1963; conditions may be seen at the Contractors' Room, P.W.D., Perth and Bunbury, Clerk of Courts, Busselton, and Police Station, Margaret River, on and after 17th December, 1962.

Muresk Agriculture College—New Dormitory Block—Erection (15060); 8th January, 1963; conditions may be seen at the Contractors' Room, P.W.D., Perth and Northam, on and after 10th December, 1962.

Narrogin Main Roads Department—New Laboratory and Amenities Building—Erection (15061); 8th January, 1963; conditions may be seen at the Contractors' Room, P.W.D., Perth and Narrogin, on and after 10th December, 1962.

Narrogin Department of Agriculture—New Stores and Post Mortem Room (15052); 8th January, 1963; conditions are now available at the Contractors' Room, P.W.D., Perth and Narrogin.

Kalamunda High School—Additions Electrical Installation (15074); 8th January, 1963; conditions are now available and may be seen at the Contractors' Room, P.W.D., Perth, on and after 18th December, 1962.

Fairview (Collie) School—Additions (15067); 15th January, 1963; conditions may be seen at the Contractors' Room, P.W.D., Perth and Collie, on and after 10th December, 1962.

Mogumber School—Additions (15063); 15th January, 1963; conditions may be seen at the Contractors' Room, P.W.D., Perth and Courthouse, Moora, on and after 10th December, 1962.

Narembeen New Pumping Station—Tenders Recalled (15037); 15th January, 1963; conditions may be seen at the Contractors' Room, P.W.D., Perth and Merredin, and Police Station, Narembeen, on and after 10th December, 1962.

Boulder Public Buildings—New Lavatories for Office and Public Use (15076); 15th January, 1963; conditions may be seen at the Contractors' Room, P.W.D., Perth and Kalgoorlie, on and after 24th December, 1962.

Pingelly Court House—Repairs and Renovations (15071); 15th January, 1963; conditions may be seen at the Contractors' Room, P.W.D., Perth and Northam, and Police Station, Pingelly, on and after 17th December, 1962.

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

Toodyay School—Repairs and Renovations (15075); 21st January, 1963; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 24th December, 1962.

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

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

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

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.

21st December, 1962.

BALINGUP WATER SUPPLY.

Contract for the Construction of Balingup Water Supply.

TENDERS will be received for the above contract up to 2.30 p.m. on the 15th January, 1963, and are to be addressed to the Hon. Minister for

Works, Perth, Western Australia, and marked "Tender for the Construction of Balingup Water Supply." The contract includes the construction of an earth dam and water mains.

Tender documents will be available from the Contract Clerk, Public Works Department, Perth, on and after 11th December, 1962, on payment of a deposit of £5.

The lowest or any tender will not necessarily be accepted.

J. McCONNELL,
Under Secretary for Works.

SWAN RIVER CONSERVATION ACT, 1958.

Public Works Department,
Perth.

IT is hereby notified for general information that His Excellency the Governor in Executive Council, acting under sections 8 and 9 of the Swan River Conservation Act, 1958, and on the recommendation of the Minister referred to in those sections, has appointed the following person to be a member of the Swan River Conservation Board, namely:—

Edward Charles Halse, of 123 Claisebrook Road, East Perth, and a member of the Perth City Council, being a person to represent that Council and being nominated by such Council.

G. P. WILD,
Minister for Works.

P.W. 1405-62

Kwinana-Mundijong-Jarrahdale Railway Act, 1961; Public Works Act, 1902-1961

LAND RESUMPTION

Kwinana-Mundijong-Jarrahdale Railway

NOTICE is hereby given, and it is hereby declared, that under the authority of Kwinana-Mundijong-Jarrahdale Railway Act, 1961, and the Public Works Act, 1902-61, the several pieces or parcels of land described in the Schedule hereto, being all in the Cockburn Sound District have, in pursuance of the written approval and consent of His Excellency the Governor, acting by and with the advice of the Executive Council, been set apart, taken or resumed from the date of the commencement of the said Kwinana-Mundijong-Jarrahdale Railway Act, 1961, for the purposes of the Kwinana-Mundijong-Jarrahdale Railway, and, have from that date, been vested in Her Majesty in fee simple, freed and discharged from all mortgages, charges, claims, estates, and interests of what kind soever, for the use of the said Railway.

And further, notice is hereby given that the said pieces or parcels of land so set apart, taken, or resumed are marked off and more particularly described on Plan P.W.D., W.A. 39910, which may be inspected at the Office of the Minister for Works, in Perth.

SCHEDULE

No. on Plan P.W.D., W.A. No. 39910	Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Quantity
1	Annie Pike... ..	Vacant	Portion of Cockburn Sound Location 16, being Lot 777 on L.T.O. Plan 3893 (Certificate of Title Volume 1066, Folio 228)	a. r. p. 4 0 21
2	Annie Pike... ..	Vacant	Portion of Cockburn Sound Location 16, being part of Lot 776 on L.T.O. Plan 3893 (Certificate of Title Volume 1072, Folio 57)	0 2 0
3	Annie Pike... ..	Vacant	Portion of Cockburn Sound Location 16, being part of Lot 776 on L.T.O. Plan 3893 (Certificate of Title Volume 1123, Folio 272)	2 3 24.4

Certified correct this 19th day of December, 1962.

G. P. WILD,
Minister for Works.

CHARLES GAIRDNER,
Governor in Executive Council.

Dated this 20th day of December, 1962.

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

P.W. 2203/62

NOTICE OF INTENTION TO RESUME LAND

Town of Midland—Recreation

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 Swan District, for the purpose of the following public work, namely, Town of Midland—Recreation, and that the said piece or parcel of land is marked off on Plan P.W.D., W.A. 40046, 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.)
....	Charles Ulrich Rust	Vacant	Portion of Swan Location 15, being Lot 94 on L.T.O. Plan 1236 (Certificate of Title Volume 632, Folio 143)	a. r. p. 0 1 0

Dated this 10th day of December, 1962.

G. P. WILD,
Minister for Works.

M.R.D. 260/50

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 Williams District, for the purpose of the following public work, namely, widening Pinjarra-Marradong-Williams Road, and that the said pieces or parcels of land are marked off on Plan M.R.D., W.A. 2310, 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	Lawrence Joseph Gordon Batt	L. J. G. Batt	Portion of Williams Location 8175 (Certificate of Title Volume 1083/135)	a. r. p. 0 0 29 (approx.)
2	Ronald John Freebre	R. J. Freebre	Portion of Williams Location 10974 (Certificate of Title Volume 759, Folio 99)	0 3 14 (approx.)
3	Ronald John Freebre	R. J. Freebre	Portion of Williams Location 8034 (Certificate of Title Volume 1070, Folio 226)	1 0 34 (approx.)
4	William John Pollard	W. J. Pollard	Portion of Williams Location 14069 (Certificate of Title Volume 1024, Folio 743)	0 0 9 (approx.)
5	Arthur James Batt	A. J. Batt	Portion of Williams Location 355 (Certificate of Title Volume 1042, Folio 405)	0 1 13 (approx.)
6	Ivor George Batt	I. G. Batt	Portion of Williams Location 2212 (Certificate of Title Volume 1102, Folio 375)	0 0 37 (approx.)
7	Ivor George Batt	I. G. Batt	Portion of Williams Location 11832 (Certificate of Title Volume 1102, Folio 374)	0 1 1 (approx.)
8	Stephen Harold King	S. H. King	Portion of Williams Location 11818 (Certificate of Title Volume 597, Folio 47)	0 1 2 (approx.)
9	Theodore Allen Fawcett and Charles William Fawcett executors of the Will of Theodore John Henry Fawcett (deceased)	T. A. and C. W. Fawcett...	Portion of Williams Location 721 (Certificate of Title Volume 787, Folio 44)	0 3 33 (approx.)
10	Theodore Allen Fawcett and Charles William Fawcett executors of the Will of Theodore John Henry Fawcett (deceased)	T. A. and C. W. Fawcett...	Portion of Williams Location 344 (Certificate of Title Volume 63, Folio 64)	0 1 18 (approx.)
11	Theodore Allen Fawcett and Charles William Fawcett executors of the Will of Theodore John Henry Fawcett (deceased)	T. A. and C. W. Fawcett...	Portion of Williams Location 2579 (Certificate of Title Volume 1019, Folio 356)	0 0 23 (approx.)
12	Theodore Allen Fawcett and Charles William Fawcett	T. A. and C. W. Fawcett...	Portion of Williams Location 2190 (Certificate of Title Volume 828, Folio 7)	0 0 10 (approx.)

Dated this 19th day of December, 1962.

F. PARRICK,
Secretary, Main Roads.

L. & S. 5361/27 (R425)

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 Town of Bunbury under section 17 (1) of that Act, the piece or parcel of land described in the Schedule hereto and being in the Leschenault District for Road Purposes and that the said piece or parcel of land is marked off on Plan L.S., W.A. 1464, which may be inspected at the Office of the Minister for Lands, Perth, and at the Office of the Town of Bunbury.

SCHEDULE

Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area
Harry Litchfield Pomroy McKee, Mary Ellen McKee, Victor Lindsay Clemens and Doreen Percival Clemens	H. L. P. and M. E. McKee, V. L. and D. P. Clemens	Portion of Leschenault Location 26 and being part of the land on Diagram 10124 (Certificate of Title Volume 1109, Folio 582)	a. r. p. 1 0 16.1

Dated this 21st day of December, 1962.

F. C. SMITH,
Under Secretary for Lands.

L. & S. 1090/62 (R317)

Public Works Act, 1902-1961 ; Local Government Act, 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 Wyndham-East Kimberley under section 17 (1) of that Act, the piece or parcel of land described in the Schedule hereto and being in the Wyndham townsite for Road Purposes and that the said piece or parcel of land is marked off on Plan L.S., W.A. 1435, which may be inspected at the Office of the Minister for Lands, Perth, and at the Office of the Shire of Wyndham-East Kimberley.

SCHEDULE

Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area
Peter John Read and Ruth Ann Read	H. Daniels	Portion of Wyndham Lot 626 (Permit 55/1962)	a. r. p. 0 0 0.7

Dated this 21st day of December, 1962.

F. C. SMITH,
Under Secretary for Lands.

L. & S. 1433/97 V. 3 (R369), 292/61 (R358)

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 Kojonup under section 17 (1) of that Act, the several pieces or parcels of land described in the Schedule hereto and being all in the Kojonup District for Road Purposes and that the said pieces or parcels of land are marked off on Plan L.S., W.A. 1441 and 1430, which may be inspected at the Office of the Minister for Lands, Perth, and at the Office of the Shire of Kojonup.

SCHEDULE

Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area
Kojonup Co-operative Limited	Kojonup Co-operative Limited	Portion of Kojonup Lot 26 (Certificate of Title Volume 1198, Folio 310)	a. r. p. 0 0 7.3
Shire of Kojonup	Shire of Kojonup	Portion of Kojonup Lot 27 (Certificate of Title Volume 303, Folio 91)	0 0 5.3
Edward Gustav Alfred Huep- pauff	T. J. Taylor	Portion of Kojonup Location 2779 (Certificate of Title Volume 871, Folio 140)	0 1 5.5

Dated this 21st day of December, 1962.

F. C. SMITH,
Under Secretary for Lands.

L. & S. 450/61 (R363)

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 Albany under section 17 (1) of that Act, the piece or parcel of land described in the Schedule hereto and being in the Plantagenet District for Road Purposes and that the said piece or parcel of land is marked off on Plan L.S., W.A. 1426, which may be inspected at the Office of the Minister for Lands, Perth, and at the Office of the Shire of Albany.

SCHEDULE

Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area
George Uglow and William Grills Knight, Executors of the Will of George Trevor Butcher, deceased	Vacant 	Portion of Plantagenet Location 103 (Certificate of Title Volume 27, Folio 373)	a. r. p. 0 0 38.9 (approx.)

Dated this 21st day of December, 1962.

F. C. SMITH,
Under Secretary for Lands.

L. & S. 5492/25 (R329)

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 West Arthur under Section 17 (1) of that Act, the several pieces or parcels of land described in the Schedule hereto and being all in the Williams District for Road Purposes and that the said pieces or parcels of land are marked off on Plan L.S., W.A. 1415, which may be inspected at the Office of the Minister for Lands, Perth, and at the Office of the Shire of West Arthur.

SCHEDULE

Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area
Eric Russell, Margaret Norma Russell and George Edwin Russell	E., M. N. and G. E. Russell	Portion of Williams Location 6094 (Certificates of Title Volumes 1115 and 1231, Folios 163 and 541 respectively)	a. r. p. 3 2 21
John Mitford Russell 	J. M. Russell 	Portion of Williams Location 5736 (Certificate of Title Volume 1110, Folio 86)	4 0 21

Dated this 21st day of December, 1962.

F. C. SMITH,
Under Secretary for Lands.

L. & S. 4027/15 (R351)

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 Three Springs 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. 1434, which may be inspected at the Office of the Minister for Lands, Perth, and at the Office of the Shire of Three Springs.

SCHEDULE

Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area
Charles Frederick Thomas the younger	C. F. Thomas 	Portion of Victoria Location 6277 (Certificate of Title Volume 1208, Folio 86)	a. r. p. 11 0 21

Dated this 21st day of December, 1962.

F. C. SMITH,
Under Secretary for Lands.

L. & S. 5252/12 (R. 325)

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 Capel 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 Plans L.S., W.A. 1416, 1417, which may be inspected at the Office of the Minister for Lands, Perth, and at the Office of the Shire of Capel.

SCHEDULE

Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area
Bernard Ecclestone	B. Ecclestone	Portion of Wellington Location 279 (Memorial Book 23/1505)	a. r. p. 0 0 20.7
George Edward Hurst	G. E. Hurst	Portion of Wellington Location 278 (Certificate of Title Volume 1061, Folio 759)	0 0 22.7

Dated this 21st day of December, 1962.

F. C. SMITH,
Under Secretary for Lands.

L. & S. 569/61 (R. 327)

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 Cunderdin under section 17 (1) of that Act, the piece or parcel of land described in the Schedule hereto and being in the Meckering Agricultural Area for Road Purposes and that the said piece or parcel of land is marked off on Plan L.S., W.A. 1408, which may be inspected at the Office of the Minister for Lands, Perth, and at the Office of the Shire of Cunderdin.

SCHEDULE

Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area
Wallace Harrison Pascoe	W. H. Pascoe	Portion of Meckering Agricultural Area Lot 200 (Certificate of Title Volume 774, Folio 46)	a. r. p. 0 2 2.7

Dated this 21st day of December, 1962.

F. C. SMITH,
Under Secretary for Lands.

L. & S. 3856/22 V. 4 (R334)

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 Nannup under section 17 (1) of that Act, the piece or parcel of land described in the Schedule hereto and being in the Nelson District for Road Purposes and that the said piece or parcel of land is marked off on Plan L.S., W.A. 1393, which may be inspected at the Office of the Minister for Lands, Perth, and at the Office of the Shire of Nannup.

SCHEDULE

Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area
Carmelo Schepis	C. Schepis	Portion of Nelson Location 11178 (Certificate of Title Volume 1080, Folio 290)	a. r. p. 0 3 3.7

Dated this 21st day of December, 1962.

F. C. SMITH,
Under Secretary for Lands.

L. & S. 10050/09 (R322)

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 Narrogin under section 17 (1) of that Act, the piece or parcel of land described in the Schedule hereto and being in the Williams District for Road Purposes and that the said piece or parcel of land is marked off on Plan L.S., W.A. 1395, which may be inspected at the Office of the Minister for Lands, Perth, and at the Office of the Shire of Narrogin.

SCHEDULE

Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area
Gordon George Walker and Edmund Charles Walker	G. G. and E. C. Walker	Portion of Williams Location 794 (Certificate of Title Volume 1058, Folio 622)	a. r. p. 2 0 20

Dated this 21st day of December, 1962.

F. C. SMITH,
Under Secretary for Lands.

L. & S. 952/14 (R356)

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 Wickiepin under section 17 (1) of that Act, the piece or parcel of land described in the Schedule hereto and being in the Williams District for Road Purposes and that the said piece or parcel of land is marked off on Plan L.S., W.A. 1431, which may be inspected at the Office of the Minister for Lands, Perth, and at the Office of the Shire of Wickiepin.

SCHEDULE

Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area
Gregory Clifford Avery	G. C. Avery	Portion of Williams Location 632 (Certificate of Title Volume 1085, Folio 848)	a. r. p. 5 0 34

Dated this 21st day of December, 1962.

F. C. SMITH,
Under Secretary for Lands.

METROPOLITAN WATER SUPPLY, SEWERAGE AND DRAINAGE DEPARTMENT.

M.W.S. 678110/62.

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. 2, Claremont, within the boundaries of Town of Cottesloe to serve portion of sub lot 96, Stirling Highway, Congdon Street and Grant Street (S.H.C. Pensioners' Flats).

The owners of the abovementioned property are hereby notified that such property is 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 April, 1963, if premises not previously connected, and be payable in advance. If premises are connected prior to 1st April, 1963, rates will be charged from date of connection.

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

Dated this 21st day of December, 1962, 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. 878091/60.

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

City of Fremantle.

860702/62—Martha Street, from Solomon Street to lot 8—easterly.

860697/62—Livingstone Street, from lot 70 to lot 71—southerly.

860699/62—Wiluna Avenue, from lot 27 to Watkins Street—northerly. Watkins Street, from Wiluna Avenue to lot 3—easterly.

City of South Perth.

859048/62—Morrison Road, from lot 322 to lot 321—northerly.

Shire of Canning.

857245/62—Charles Street, from lot 138 to Ewing Street—south-easterly.

Shire of Perth.

859731/62—Unwin Avenue, from Stockdale Crescent to lot 1143—southerly.

859734/62—Alver Street, from lot 293 to lot 294—northerly.

862505/62—Hartog Street, from lot 244 to Dongarra Street—easterly. Dongarra Street, from Hartog Street to De Grey Street—northerly. Dongarra Street, from lot 322 to lot 329—northerly. Dongarra Street, from Minilya Street to lot 470—northerly.

869872/62—West Coast Highway, from lot 74 to Marsden Street—northerly. Marsden Street, from West Coast Highway to lot 61—easterly.

869873/62—Marsden Street, from lot 61 to Lovett Street—easterly. Lovett Street, from Marsden Street to lot 36—northerly.

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

Dated this 21st day of December, 1962.

G. SAMUEL,
Under Secretary.

WATER BOARDS ACT, 1904-1953.

Bunbury Water Board.

NOTICE is hereby given of the intention of the Bunbury Water Board to undertake the construction of the works hereinafter described by virtue of the powers under provisions of section 41 of the Water Boards Act, 1904-1953.

Description of Proposed Works and Locality in Which same will be Constructed.

(a) Laying new mains within the Bunbury Water Area in—

Hayward Street and the unnamed subdivisional road between Beach Road and Hayward Street; Churchill Drive, Montgomery Street, Hastie Street, the new subdivisional road running from Churchill Drive to Hastie Street, and in Mangles Street, Dixon Street, Kimber Street, Stinton Street, Milligan Street, Flaherty Street, Doolan Street, Charterhouse Street, Hales Street, Picton Road, Scott Street, Picton Crescent, Greensell Street, North Street and Thomas Street.

(b) Replacement of old mains, in—

Banksia Street, Beach Road, Doris Street, Spencer Street, Halsey Street, Goldsmith Street, Clarke Street, Mansfield Street, Nuytsia Avenue and Wisbey Street.

(c) Provision of pump equipment and reticulation at Koombana Park.

(d) The provision of pump equipment main to reservoir from new bore at lot 389, Molloy Street.

(e) The construction of a 2,000,000-gallon reservoir in location 70, Nature Park, together with linking mains.

(f) Aeration of existing bore in Wisbey Street.

(g) Construction of a water treatment plant on part lot 4, Diagram No. 6714, Boulters Heights.

The Purpose for which the Proposed Works are to be Constructed and the Parts of the Water Area to be Supplied with Water.

To improve the existing water supply of the Bunbury Water Area and to improve the quality of water to those portions of the water area abutting on the said works.

The Times and Places at Which Plans, Specifications and Books of Reference may be Inspected.

At the offices of the Minister for Water Supply, Sewerage and Drainage, Public Works Department, Perth, and at the offices of the Bunbury Water Board, Stephen Street, Bunbury, for one month from Tuesday, 11th December, 1962.

W. P. KELLY,
Acting Chairman.

A. L. SCOTT,
Secretary.

COUNTRY TOWNS SEWERAGE ACT, 1948-1951.

Country Areas Water Supply Act, 1947-1960.

Striking of Rates for the Year Ending 31st October, 1963.

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

NOTICE is hereby given that the ratebooks of all land in the rating zones and Wagin Sewerage District as shown in the undermentioned schedules, liable to be rated under the abovementioned Acts, have been made up and are open for inspection of ratepayers.

Notice is also hereby given that under the powers conferred by the abovementioned Acts, the Minister for Water Supply, Sewerage and Drainage has ordered rates as shown in the schedules attached hereto to be made and levied for the year ending 31st October, 1963, upon all rateable land entered in the ratebooks, subject to a minimum rate of £1. A memorandum of such order has been duly made in the ratebooks and signed and the said rates are now payable in accordance with the by-laws made under the abovementioned Acts.

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

J. McCONNELL,
Under Secretary for Water Supply.

Perth, 19th December, 1962.

Schedule—Water Rates.

Rating Zone; Rate in £; Minimum Rate.

Boddington; 3s.; £1.

Kojonup; 3s.; £1.

Wagin; 3s.; £1.

Schedule—Sewerage Rates.

Sewerage District; Rate in £; Minimum Rate.

Wagin; 3s.; £1.

SHIRE OF BEVERLEY.

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

		Receipts	
		£	s. d.
Rates	.....	23,467	4 6
Payment in lieu of Rates	.....	17	0 0
Licenses	.....	12,194	1 3
Government Grants—			
Main Roads Department	.....	11,016	0 0
Swimming Pool	.....	10,000	0 0
Matching Money—C.R.T. Fund	.....	1,499	15 0
Income from Property	.....	3,290	14 1
Sanitation Charges	.....	718	3 3
Water Sales	.....	3	9 10
Fines and Penalties	.....	82	9 6
Cemetery Receipts	.....	83	11 0
Vermin Receipts	.....	134	14 3
Other Fees	.....	117	15 3
Refunds	.....	1,436	10 10
All Other Revenue	.....	1,578	10 10
Public Works Overhead Contra	.....	28	7 7
Stock on Hand, 1st July, 1961	.....	506	10 1
		£66,174	17 3

		Payments	
		£	s. d.
Administration—			
Staff Section	.....	5,580	19 3
Members' Section	.....	576	11 6
Debt Service	.....	7,462	3 6
Public Works and Services	.....	37,547	13 2
Health Services	.....	1,361	7 6
Vermin Services	.....	629	6 3
Bushfire Services	.....	423	11 1
Traffic Control	.....	798	11 0
Cemeteries	.....	119	17 10
Plant Purchases	.....	317	2 8
Plant Operation (not Allocated)	.....	265	18 2
Matching Money (Payment to C.R.T.F.)	.....	3,058	0 0
Donations and Grants—			
Statutory	.....	352	12 10
Non-Statutory	.....	35	9 6
Noxious Weed Control	.....	35	10 0
Transfers to Reserve Accounts—			
Plant Reserve	.....	2,829	1 0
Long Service Leave	.....	300	0 0
Purchase of Materials (not Allocated)	.....	309	9 8
Other Works and Services	.....	997	2 0
Refunds	.....	1,656	0 1
		£64,656	7 0

SUMMARY

		£	s. d.
Debit Balance at Bank, 1st July, 1961	.....	684	11 3
Receipts as per Statement	.....	66,174	17 3
		65,490	6 0
Payments as per Statement	.....	64,656	7 0
		£833	19 0

MUNICIPAL ACCUMULATION ACCOUNT FOR THE YEAR ENDED 30th JUNE, 1962

	£	s.	d.
By Balance, 1st July, 1961	21,248	14	10
Plant Purchased from Reserve Fund	4,752	14	6
Improvement to Property by Sporting Bodies	112	14	7
Working Account Surplus, 30th June, 1962	2,760	19	11
	<u>£28,875</u>	<u>3</u>	<u>10</u>
By Balance, 1st July, 1962	£28,875	3	10

TRUST FUND ACCOUNT FOR YEAR ENDED 30th JUNE, 1962

Receipts			
	£	s.	d.
Balance, 1st July, 1961	74	11	0
Receipts to 30th June, 1962	6,016	7	4
	<u>£6,090</u>	<u>18</u>	<u>4</u>
Payments			
	£	s.	d.
Payments to 30th June, 1962	5,871	11	4
Balance, 30th June, 1962	219	7	0
	<u>£6,090</u>	<u>18</u>	<u>4</u>

LOAN CAPITAL FUND ACCOUNT FOR THE YEAR ENDED 30th JUNE, 1962

Receipts			
	£	s.	d.
Balance, 1st July, 1961	2,374	2	4
Loans Raised	39,000	0	0
	<u>£41,374</u>	<u>2</u>	<u>4</u>
Payments			
	£	s.	d.
Payments	41,209	6	6
Balance, 30th June, 1962	164	15	10
	<u>£41,374</u>	<u>2</u>	<u>4</u>

RESERVE FUND ACCOUNT FOR THE YEAR ENDED 30th JUNE, 1962

Receipts			
	£	s.	d.
Balance Plant Reserve, 1st July, 1961	3,263	12	6
Balance Long Service Leave, 1st July, 1961	760	13	6
Contribution, Long Service Leave	300	0	0
Contribution, Plant Reserve	2,829	1	0
Interest	91	4	7
Sale of Plant	2,035	0	0
	<u>£9,279</u>	<u>11</u>	<u>7</u>
Payments			
	£	s.	d.
Long Service Leave	239	19	2
Purchase of Plant	7,552	14	6
Balance, Long Service Leave, 30th June, 1962	840	14	8
Balance, Plant Reserve, 30th June, 1962	646	3	3
	<u>£9,279</u>	<u>11</u>	<u>7</u>

BALANCE SHEET AS AT 30th JUNE, 1962

Asset						
	£	s.	d.	£	s.	d.
Municipal Fund Cash Account	833	19	0			
Trust Fund Cash Account	159	7	0			
Fixed Deposits	60	0	0			
Loan Capital Cash Account	164	15	10			
Reserve Funds Cash Account	1,486	17	11			
Payment to C.R.T. Fund	3,058	0	0	2,704	19	9
Deposits	31	0	0			
Sundry Debtors—				3,089	0	0
Rates	272	6	11			
Sanitation	130	3	8			
Miscellaneous Refunds						
Due	168	11	3			
Hall Hire	9	12	6			
Recreational Ground Rentals	4	0	0			
General	20	12	6			
Private Works	155	14	2			
Septic Tank Loans	462	6	9			
A.C. Conversion Account	174	19	4			
Stocks—				1,398	7	1
Materials	310	5	5			
Fuel	265	18	2			
Poison	118	0	6			
Fixed Asset—						
Land and Buildings	86,695	19	7			
Plant	23,254	6	8			
Library	641	7	8			
Fire Unit	788	9	6			
Swimming Pool Equipment	36	0	3			
Furniture and Equipment	2,688	9	11			
	<u>114,104</u>	<u>13</u>	<u>7</u>			
Less Provision for Depreciation	4,934	0	3			
Sundry Tools at Valuation	109,170	13	4			
Workshop Tools at Valuation	167	7	6			
	<u>929</u>	<u>9</u>	<u>5</u>	<u>110,267</u>	<u>10</u>	<u>3</u>
				<u>£118,154</u>	<u>1</u>	<u>2</u>

Liabilities

	£	s.	d.	£	s.	d.	£	s.	d.
Current Liabilities—									
Sundry Creditors	3,481	13	7						
Accrued Charges	1,851	17	4						
Trust Funds	219	7	0						
Reserve Funds, Long Service Leave	840	14	8						
Reserve Fund Plant	646	3	3						
Sundry Refunds Payable	11	5	6						
				7,051	1	4			
Deferred Liabilities—Loan Liability				82,227	16	0			
Municipal Accumulation Account							28,875	3	10
							<u>£118,154</u>	<u>1</u>	<u>2</u>

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

A. W. MILES, *President.*
D. RIGOLL, *Shire Clerk.*
O. G. MALEY, *Auditor.*

SHIRE OF PINGELLY. STATEMENT OF RECEIPTS AND PAYMENTS FOR YEAR ENDING 30th JUNE, 1962

Receipts						
	£	s.	d.	£	s.	d.
Rates	12,756	3	5			
Payments in lieu of Rates	18	12	0			
				12,774	15	5
Licenses—Traffic Act—						
License fees including transfers and duplicates	8,656	12	4			
Dog Licenses	33	5	0			
				8,689	17	4
Government Grants—						
Main Road Department Grants	10,950	0	0			
Government Grant Swimming Pool	10,000	0	0			
				20,950	0	0
Matching Money—						
Refund contribution	1,400	0	0			
Subsidy	1,050	0	0			
				2,450	0	0
Income from Property—						
Recreation Grounds	51	10	0			
Halls and Buildings	270	7	6			
House Rents	138	5	0			
Swimming Pool	1,259	12	6			
Plant Hire	31	10	0			
				1,751	5	0
Sanitation Charges—						
Nightsoil and Rubbish Removal	859	17	6			
Septic Tank Plans and Inspections	21	2	6			
				881	0	0
Charges for Water						1 14 0
Cemetery Receipts—						
Sale of Land	32	0	0			
Reservations	6	0	0			
Grave Digging	65	0	0			
Monumental Fees	10	6				
				108	10	6
Plates and Discs	80	12	6			
Duplicate Certificates	1	15	0			
				82	7	6
Other Revenue—						
Contribution to Works	1,200	0	0			
Commissions	119	19	8			
Interest	179	8	0			
Sale of Plant	530	0	0			
Sale of Drums	8	0	0			
Sale of Surplus Materials	6	0	0			
Sale Poisons	21	7	3			
Transport Board	79	0	0			
Rebate Insurance	11	16	11			
				2,155	11	10
Refunds and Transfers—						
Petty Cash Advance—Contra	50	0	0			
Shire Clerks Advance A/c.—Contra	3,000	0	0			
Refunds—Contra	147	10	1			
Transfers—Contra	18,788	1	10			
Returned Cheques	171	10	0			
				22,157	1	11
				<u>£71,997</u>	<u>3</u>	<u>6</u>

Payments

	£	s.	d.	£	s.	d.
Administration—						
Staff Section :						
Salaries	2,627	15	0			
Pay Roll Tax	47	5	6			
Superannuation	69	12	0			
Office Expenses	245	4	5			
Advertising, Stationery and Printing	222	0	4			
Audit	78	11	0			
Bank Charges	5	10	0			
Legal Expenses	10	4	6			
Subscriptions	31	18	0			
Insurance Guarantees	7	13	9			
				3,345	14	6
Membership Section :						
Election Expenses	18	15	0			
Refreshments and Entertainments	503	11	6			
				522	6	6
Debt Service—						
Interest on Loans	2,296	11	3			
Repayment of Principal	4,287	5	0			
Interest on Overdraft	4	17	0			
				6,588	13	3

Australia, Perth, by 10 equal half-yearly instalments of principal and interest. Purpose: Replacement of plant.

Specifications, estimates and a statement required by Section 609 of the Act are open for inspection at the office of the Council, during ordinary office hours, for 35 days after the publication of this notice.

Dated this 13th day of December, 1962.

C. JOHNSON,
Mayor.
F. R. BRAND,
Town Clerk.

per annum, repayable at the office of the Shire of Cockburn by 10 equal half-yearly instalments of principal and interest. Purpose: Purchase of two tandem-drive tipping trucks.

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

Dated 17th December, 1962.

J. H. COOPER,
President.
E. L. EDWARDES,
Shire Clerk.

LOCAL GOVERNMENT ACT, 1960.
Shire of Leonora.

Notice of Intention to Borrow.

Proposed Loan (No. 6) of £8,000.

PURSUANT to section 610 of the Local Government Act, 1960, the Leonora 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: £8,000, for eight years, with interest at rate of £5 8s. 9d. per cent. per annum, repayable at the Coal Mine Workers Pensions Tribunal, Perth, by 16 equal half-yearly instalments of principal and interest. Purpose: Purchase of a heavy duty grader, complete with cab, scarifier, tyre pump motor, spare wheel, etc.

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

Dated this 12th day of December, 1962.

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

LOCAL GOVERNMENT ACT, 1960.

City of Nedlands.

Notice of Intention to Borrow.

Proposed Loan (No. 74) of £5,000.

PURSUANT to section 610 of the Local Government Act, 1960, the Council of the City of Nedlands hereby gives notice that it proposes to borrow money, by the sale of debentures, on the following terms and for the following purpose: £5,000, for a period of thirty (30) years, at an interest rate of £5 10s. per annum, repayable at the office of the Council, Nedlands, by sixty (60) equal half-yearly instalments of principal and interest. Purpose: Improvements to Reserve A7804; Construction of ambulance room, boat shed and tower.

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

J. CHAS. SMITH,
Mayor.
T. C. BROWN,
Town Clerk.

LOCAL GOVERNMENT ACT, 1960.
Shire of Waroona.

Notice of Intention to Borrow.

Proposed Loan (No. 31) of £7,000.

PURSUANT to section 610 of the Local Government Act, 1960, the Waroona Shire Council hereby gives notice that it proposes to borrow money, by sale of debentures, on the following terms and for the following purposes: £7,000, for a period of 20 years, at an interest rate of £5 10s. per cent. per annum, payable at the office of the State Government Insurance Office, Perth, by 40 half-yearly instalments of principal and interest. Purpose: Installation of a piped water supply from the Waroona Water Supply Gravity Main to serve the existing 15 dwellings with provision for a future 12 dwellings at Hamel.

Specifications and estimates are open for inspection at the office of the Council, during office hours, for 35 days from the date of the publication of this notice.

The instalments of principal and interest will be repaid by the Government of Western Australia and no loan rate will be required from the district.

Dated 18th December, 1962.

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

LOCAL GOVERNMENT ACT, 1960.

City of Nedlands.

Notice of Intention to Borrow.

Proposed Loan (No. 75) of £10,000.

PURSUANT to section 610 of the Local Government Act, 1960, the Council of the City of Nedlands hereby gives notice that it proposes to borrow money, by the sale of debentures, on the following terms and for the following purpose: £10,000, for a period of fifteen (15) years, at an interest rate of £5 10s. per annum, repayable at the office of the Council, Nedlands, by thirty (30) equal half-yearly instalments of principal and interest. Purpose: Road widening, concrete kerbing and re-surfacing.

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

J. CHAS. SMITH,
Mayor.
T. C. BROWN,
Town Clerk.

LOCAL GOVERNMENT ACT, 1960.
Shire of Cockburn.

Notice of Intention to Borrow.

Proposed Loan (No. 16) of £12,500.

PURSUANT to section 610 of the Local Government Act, 1960, the Cockburn Shire Council hereby gives notice that it proposes to borrow money, by the sale of debentures on the following terms and for the following purposes: £12,500, for a period of five years, at an interest rate of £5 7s. 6d. per cent.

LOCAL GOVERNMENT ACT, 1960.

Shire of York.

Notice of Intention to Borrow.

Proposed Loan (No. 9) of £8,000.

PURSUANT to section 610 of the Local Government Act, 1960, the York 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: £8,000, for 20 years, with interest at the rate of £5 10s. per cent. per annum,

repayable at the A.N.Z. Savings Bank, York, by 40 half-yearly instalments of principal and interest. Purpose: Building of Municipal offices.

The plans, specifications and estimates of the costs thereof, and statement required by section 609, are open at the Council's office, York, for 35 days after the publication of this notice.

Dated this 18th day of December, 1962.

W. H. ROBINSON,
President.

H. N. HALEY,
Shire Clerk.

KOORDA SHIRE COUNCIL.

Notice of Intention to Borrow.

Proposed Loan (No. 32) of £2,500.

PURSUANT to section 610 of the Local Government Act, 1960, the Shire Council of Koorda hereby gives notice that it proposes to borrow money, by the sale of debentures, on the following terms and for the following purpose: £2,500, repayable at the Rural and Industries Bank, Koorda, over a period of 15 years at a rate of interest of £5 10s. per cent. per annum by 30 equal half-yearly instalments of principal and interest. Purpose: Road works under the Contributory Bituminous Scheme.

Plans, specifications and estimated costs are open for inspection at the Council's office, during normal office hours, for a period of 35 days after publication of this notice.

Dated the 17th day of December, 1962.

N. A. BRAID,
President.

W. F. FELGATE,
Shire Clerk.

TOWN OF MELVILLE.

Notice of Intention to Borrow.

Proposed Loan (No. 94) of £50,000.

PURSUANT to section 610 of the Local Government Act, 1960, the Town Council of Melville hereby gives notice that it proposes to borrow money, by the sale of debentures, on the following terms and for the following purpose: £50,000 for a period of 15 years, at an interest rate of £5 10s. per cent. per annum, payable at the office of the Superannuation Board, Perth, in 30 equal half-yearly instalments of principal and interest. Purpose: Road, kerbing, drainage and footpath construction and reconstruction, and footpath resealing.

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

Dated the 18th day of December, 1962.

R. F. CARROLL, Mayor.

J. E. ELLIS, Town Clerk.

LOCAL GOVERNMENT ACT, 1960.

Shire of Wongan-Ballidu.

Memorandum of Imposing Rates.

To whom it may concern:

AT a meeting of the Wongan-Ballidu Shire Council held on the 19th day of July, 1962, it was resolved that the following rates should be levied on all rateable land within the Shire in accordance with the Local Government Act, 1960:—

Rural and Townsite: 12½ pence in the £ on the unimproved capital value: minimum assessment, £3.

Rubbish Removal Charge: £2 12s. per annum.
Sanitary Charges: Ballidu and Kondut, £6 10s. per annum.

Dated this 12th day of December, 1962.

H. L. SHIELDS,
President.

T. E. JENSEN,
Shire Clerk.

SHIRE OF KOORDA.

NOTICE is hereby given that Mr. T. Sutton has been appointed Acting Shire Clerk and Acting Traffic Inspector as from and including the 21st December, 1962, to the 18th February, 1963.

By order of the Council,

W. FELGATE,
Shire Clerk.

SHIRE OF BUSSELTON.

Traffic Inspector.

IT is hereby notified that David Robertson has been appointed as a Traffic Inspector for this Council. The appointment of John Edward Faulkes is hereby cancelled.

F. H. JOLLIFFE,
President.

TRAFFIC ACT, 1919 (AS AMENDED).

Town of Bunbury.

NOTICE is hereby given that, under the provisions of section 52 of the Traffic Act, 1919 (as amended), the Council of the Town of Bunbury has resolved to temporarily suspend the provisions of the regulations made under the above Act for the purposes as set out hereunder:—

- (1) Motor Cycle Racing.—From 7.30 a.m. to 9 a.m., 10 a.m. to 12 noon and 1 p.m. to 6 p.m. on Tuesday, 26th December, 1962 over a circuit comprising—Victoria Street, Stirling Street, Spencer Street, Beach Road, William Street, Ocean Drive, Wellington Street, Russell Esplanade, Clifton Street and returning to the starting point in Victoria Street.
- (2) Motor Car Racing.—From 10 a.m. to 12 noon and 1 p.m. to 5 p.m. on Tuesday, 1st January, 1963, over a circuit comprising—Blair Street, Clarke Street, Yorla Road, Wisbey Street, Ecclestone Street, Frankel Street, Gibbs Street and Mitchell Crescent.
- (3) Go-Kart Racing.—From 11 a.m. to 5 p.m. on Tuesday, 1st January, 1963, over a circuit comprising—Victoria Street between Stephen and Wellington Streets and Prinsep Street between Wittenoom and Arthur Streets.

The section of the roads comprised in the above-mentioned circuits are temporarily closed to traffic, with the exception of vehicles of competitors and officials, on the days and hours stated above.

A. L. SCOTT,
Town Clerk.

TRAFFIC ACT, 1919, AS AMENDED.

Town of Albany.

Closure of Roads.

NOTICE is hereby given that under the provisions of section 52 of the Traffic Act, 1919 (as amended), the Albany Town Council has resolved to temporarily suspend the provisions of the regulations made under the above act to close the road as specified hereunder for the undermentioned date and times:—

Monday, 31st December, 1962, 6 p.m., to 1st January, 1963, 12.15 a.m.:—

Flinders Parade—Between Middleton Road and Beach Street.

Barnett Street—At intersection of Flinders Parade.

Middleton Road—At junction of Marine Drive.

F. R. BRAND,
Town Clerk.

SHIRE OF MANDURAH.

Appointment of Traffic Inspector.

IT is hereby notified that Mr. Leonard Bland has been appointed Traffic Inspector for the Mandurah Shire Council.

Dated this 19th day of December, 1962.

R. R. FLETCHER,
Shire Clerk.

Town of Bunbury.

*15/12/62; Cooke, Edward Arthur; North; Railway Inspector; (b); W. J. R. Connell.

* Denotes extraordinary election.

A. E. WHITE,
Secretary for Local Government.

LOCAL GOVERNMENT ACT, 1960.

Municipal Elections.

Department of Local Government,
Perth, 19th December, 1962.

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 Names; Ward; Occupation; How Vacancy Occurred: (a) Effluxion of Time. (b) Resignation. (c) Death; Name of Previous Member.

Town of Albany.

*1/12/62; Mason, Richard James; North; Building Contractor; (c); T. C. Petterson.

BETTING CONTROL ACT, 1954-1961.

Transfer of Registration.

NOTICE is hereby given of the transfer of the registration of premises in the name of Ernest William Duthie from the premises at Lot 10 Fowler Street, Perenjori, to premises at 8 Fowler Street, Perenjori.

J. P. MAHER,
Chairman, Totalisator Agency Board.

Western Australia.

BUILDING SOCIETIES ACT, 1920
(AS AMENDED).

NOTICE is hereby given that a building society called "Mosman No. 2 Building Society" is duly registered under the provisions of the above Act.

Dated this 12th day of December, 1962.

NELSON W. BURTON,
Registrar of Building Societies.

WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD

Accepted Tenders

Schedule No.	Contractor	Particulars	Department Concerned	Rate
890A, 1962	Raphaels Pty. Ltd.	Supply of Twin Ram Hydraulic Hoist	M.W.S.	£440
901A, 1962	Metalux Industries Pty. Ltd.	Supply of Steel Lockers for High Schools, as follows:—	P.W.D.	
		Item 2		£2,280
		Item 3		£1,133
		Item 4		£189 18s.
		Item 6		£581
		Item 9		£232
736A, 1962	.....	Supply of Electric Cooking Equipment to Lemnos Hospital, as follows:—	P.W.D.	
	Noyes Bros. Pty. Ltd.	Item 1		£460 1s. each
	Carlyle & Co. (1959) Pty. Ltd.	Item 2		£91 4s.
	Hamer & Co.	Item 3		£164 14s. 3d.
	J. H. Wilberforce & Co.	Item 4		£78 15s. 3d.
706A, 1962	.....	Supply of Water Meters, as follows:—	M.W.S.	
	Saunders & Stuart Ltd.	Item 1		£82 each
	Email Ltd.	Item 2		£137 15s. each
889A, 1962	Hardie Rubber Co. Pty. Ltd.	Supply of Flexible Delivery Hoses Sleeves	P.W.D.	£58 7s. each
829A, 1962	.....	Removal of Bodies to Morgues, as follows:—	Various	
	Goldfields Funeral Directors Pty. Ltd.	Item 1 (a)		£3 10s.
		Item 1 (b)		2s. 6d. per mile each way
	W. Purslow & Sons	Item 2 (a)		£2 2s.
		Item 2 (b)		1s. 9d. per mile each way
	W. J. Lilley	Item 3 (a)		No Charge
		Item 3 (b)		No Charge
914A, 1962	D. & J. Fowler (Aust.) Pty. Ltd.	Supply of Coffee and Chicory (Mixed) and Coffee Essence, as follows:—	Various	
		Item 1		2s. 5d. per lb.
		Item 2		4s. 11d. per bottle
		Item 3		3s. 11d. per bottle
813A, 1962	Hawthorn Coldstream Pty. Ltd.	Supply of Refrigerated Mortuary Cabinet	P.W.D.	£439
880A, 1962	Swan Taxis Co-Operative Ltd.	Taxi Transport from Claremont Mental Hospital to Royal Perth Hospital and back	Medical	11s. less 16½ per cent.
815A, 1962	Atkins (WA) Ltd.	Supply of Tilting Arbor Saw-bench	P.W.D.	£262
853A, 1962	C. Lilley	Supply of Round Timber, as follows:—	M.R.D.	
		Item 1		8s. 8d. per lin. ft.
		Item 2		7s. per lin. ft.
		Item 3		7s. 6d. per lin. ft.
		Item 4		9s. 6d. per lin. ft.
		Item 5		7s. 6d. per lin. ft.
		Item 6		8s. 8d. per lin. ft.
		Item 7		7s. 6d. per lin. ft.
		Item 8		7s. 6d. per lin. ft.
		Item 9		8s. 8d. per lin. ft.
		Item 10		7s. 6d. per lin. ft.

WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD—continued.

Accepted Tenders—continued.

Schedule No.	Contractor	Particulars	Department Concerned	Rate
904A, 1962	Lynas Motors Pty. Ltd.	Supply of Station Sedan	M.W.S.	£801
749A, 1962	Harris Scarfe & Sandovers Ltd.	Supply of 175 KVA Alternator	P.W.D.	£2,674
855A, 1962	C. Lilly	Supply of Piles for Albany Jetty, as follows :—	do.	
		Item 1		5s. 8d. per lin. ft.
		Item 2		7s. 3d. per lin. ft.
		Item 3		9s. 4d. per lin. ft.
471A, 1962	Domestic Appliances	Supply of Gas Operated Atmospheric Steamers	P.W.D.	£320 each
860A, 1962	Hugh W. Brown Pty. Ltd.	Supply of Manual Workshop Equipment, as per Item 11	do.	£95 10s. each
874A, 1962	Western Trading Co.	Purchase and Removal of Diesel Engine (FD 1483) (damaged) at Dwellingup	Forests	£57
874A, 1962	Rent-All Pty. Ltd.	Purchase and Removal of Dennis Drag Saw (FD 687)	do.	£15 10s.
874A, 1962	R. Bistry	Purchase and Removal of Miscellaneous Equipment	do.	Details on application
896A, 1962	Redcastle Motors	Purchase and Removal of Dodge Utility (WAG 4569) (Engine No. KEW2B0714)	P.W.D.	£165
885A, 1962	.....	Purchase and Removal of Furniture	G.S.	Details on application
894A, 1962	Cooper Motors	Purchase and Removal of Ford Mainline Utility (WAG 4724) (Engine No. ATQ 2369)	P.W.D.	£206
883A, 1962	.....	Purchase and Removal of Typewriters and Adding Machines	G.S.	Details on application
895A, 1962	E. T. Wood	Purchase and Removal of Fordson Diesel Tractor (WAG 2948) (Engine No. FBKM 1856 x 3A)	P.W.D.	£191
877A, 1962	.....	Purchase and Removal of Surplus Spare Parts	G.S.	Details on application
887A, 1962	Cooper Motors	Purchase and Removal of Holden FC Van (WAG 5297) (Engine No. 59319P)	.....	£331
	Redcastle Motors	Landrover (WAG 3596) (Engine No. 57110335)	.....	£240
864A, 1962	Rent-All Pty. Ltd.	Landmaster Rotary Hoe	.....	£31
	K.D. Power Sawmilling Co.	Purchase and Removal of Fowler Mobile Crane (WAG 2185)	M.W.S.	£425
898A, 1962	Western Trading Co.	Purchase and Removal of Vickers Cable Operated Dozer (MRD 426)	P.W.D.	£458
893A, 1962	W. L. Edward	Purchase and Removal of Dodge Utility (WAG 4297) (Engine No. KEW2B 14560)	do.	£90
899A, 1962	Attwood Motors Pty. Ltd.	Purchase and Removal of Fargo Truck (WAG 457) (Engine No. KEW2B9750)	do.	£406
802A, 1962	Saunders & Stuart Ltd.	Supply of Ladders, Landing and Catwalk Steelwork	M.W.S.	£550
863A, 1962	Soltoggio Bros.	Purchase and Removal of Fordson Kerosene Tractor (MRD 408) (Engine No. 1180835)	P.W.D.	£83
868A, 1962	B. H. B. Sales	Purchase and Removal of Hough Hydraulic Front End Loader (MRD 484)	do.	£290
867A, 1962	Attwood Motors Pty. Ltd.	Purchase and Removal of Bedford dual-wheeled Table-top Truck (WAG 4489)	do.	£525
692A, 1962	.....	Purchase and Removal of Mining Equipment	Mines	Details on application
861A, 1962	B. H. B. Sales	Purchase and Removal of Malcolm Moore Front End Loader (MR 29)	P.W.D.	£135
869A, 1962	Attwood Motors Pty. Ltd.	Purchase and Removal of Bedford Panel Van (WAG 3667) C.E. (Engine No. A2A3/46561)	do.	£318
897A, 1962	Western Trading Co.	Purchase and Removal of McDonald 8-Ton Road Roller (PWD 411)	do.	£131
858A, 1962	W. A. Cameron	Purchase and Removal of Austin A40 Utility (WAG 2870)	do.	£62 18s.
865A, 1962	G. H. Caine	Purchase and Removal of Warsop Jack Hammer	do.	£32
830A, 1962	Ball & Sons	Purchase and Removal of Harman Single Drum Floor Mounted Winch (MRD 402)	do.	£27
774A, 1962	A. G. Potter	Purchase and Removal of International Utility (WAG 4582) at Derby	do.	£40
805A, 1962	G. E. Giles	Purchase and Removal of Holden Utility (WAG 4521)	do.	£110
827A, 1962	.....	Purchase and Removal of Fire Pumpers and Chain Saws	Forests	Details on application
834A, 1962	J. Krasnostein & Co. Pty. Ltd.	Purchase and Removal of Scrap Zinc	Govt. Print	8½d. per lb.
791A, 1962	.....	Purchase and Removal of Surplus Earth-moving Equipment	W.A.G.R.	Details on application
831A, 1962	B. H. B. Sales	Purchase, Removal of Hough Front End Loader (MRD 37)	P.W.D.	£205
810A, 1962	Hardie Bros.	Purchase and Removal of Allis Chalmers Road Grader (MRD 410)	M.R.D.	£376

WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD—continued.

Tenders for Government Supplies

Date of Advertising	Schedule No.	Supplies Required	Date of Closing
1962			1963
Nov. 30	926A, 1962	Hard Drawn Copper Aerial Wire	Jan. 3
Nov. 30	927A, 1962	9-10 ton Diesel Locomotive	Ext. to Jan. 3
Dec. 11	970A, 1962	Chip Bath Heaters during period 1/2/63 to 31/1/64	Jan. 3
Dec. 14	973A, 1962	Panel Vans and Utilities	Jan. 3
Dec. 14	974A, 1962	Rubber Tyred Tractor and Accessory Implements	Jan. 3
Dec. 14	983A, 1962	M.S. Fittings for North Eastern Distribution Main from Mt. Yokine Reservoir	Jan. 3
Dec. 14	984A, 1962	M.S. Fittings for 54 in. Serpentine Trunk Main	Jan. 3
Dec. 14	989A, 1962	Chassis and Cab Unit for use as Prime Mover for Low Loader	Jan. 3
Dec. 14	975A, 1962	Air Compressors and Locomotive Jacks	Jan. 10
Dec. 14	985A, 1962	Tea	Jan. 10
Dec. 14	990A, 1962	Automatic Steam Boiler	Jan. 10
Dec. 14	991A, 1962	Workshop Equipment for Geraldton Hospital	Jan. 10
Dec. 14	992A, 1962	Workshop Equipment for Bunbury Hospital	Jan. 10
Dec. 21	993A, 1962	Detergents during period 1/4/63-31/3/64	Jan. 10
Dec. 21	995A, 1962	All Steel Trailers	Jan. 10
Dec. 21	996A, 1962	Caravans	Jan. 10
Dec. 21	997A, 1962	Collapsible Type Wheel Chairs	Jan. 10
Dec. 21	998A, 1962	Registration Certificate Holders for Trailers	Jan. 10
Dec. 21	999A, 1962	Piles, Stringers and Corbels	Jan. 10
Dec. 21	1000A, 1962	Motor Vehicle Number Plates	Jan. 10
Dec. 21	1001A, 1962	Jarrah Piles	Jan. 10
Dec. 21	1002A, 1962	Precast Pits and Covers (Reinforced Concrete)	Jan. 10
Dec. 21	1003A, 1962	Rubber Tyred Industrial Tractor	Jan. 10
Dec. 21	1004A, 1962	Sawn and Dressed Jarrah for Bridge over Hotham River	Jan. 10
Dec. 21	1005A, 1962	Sawn and Dressed Jarrah for Pitt's Bridge over Scotsdale Brook	Jan. 10
Dec. 21	1007A, 1962	8½ in. Reinforced Concrete (Pressure) Pipes	Jan. 10
Dec. 7	944A, 1962	Coarse Salt for Hides	Jan. 24
Dec. 7	945A, 1962	Diesel Fuel Oil for Wyndham Meat Works	Jan. 24
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
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

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

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

Addresses—Liaison Offices—

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

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

For Sale by Tender

Date of Advertising	Schedule No.	For Sale	Date of Closing
1962			1963
Dec. 14	977A, 1962	1959 Landrover 109 in. Wheelbase (WAG 5460)	Jan. 3
Dec. 14	978A, 1962	Armstrong Holland Road Grader (MR 84)	Jan. 3
Dec. 14	979A, 1962	1955 Holden Utility (WAG 3804)	Jan. 3
Dec. 14	980A, 1962	1960 F.B. Holden Sedan (WAG 5677)	Jan. 3
Dec. 14	981A, 1962	Malcolm Moore Hydraulic Front End Loader (MR 453)	Jan. 3
Dec. 14	982A, 1962	Landrover 109 in. Wheelbase Utility at Police Station, Broome	Jan. 3
Dec. 14	987A, 1962	25 K.V.A. Petrol Engine Driven Generating set	Jan. 3
Dec. 14	988A, 1962	Jaques type J15 Excavator (PW17)	Jan. 3
Dec. 14	986A, 1962	Allis Chalmers AD3 Grader at Derby	Jan. 10
Dec. 14	994A, 1962	"Handri" Hygienic Hand Dryers (2 only)	Jan. 10
Dec. 21	1006A, 1962	Nissen Huts and attached Laundry at Albany	Jan. 10

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.

21st December, 1962.

A. H. TELFER,
Chairman, Tender Board.

INDUSTRIAL AGREEMENT.

No. 17 of 1962.

(Replaces Industrial Agreement No. 3 of 1957.)
(Registered 17th October, 1962.)

THIS Agreement made in pursuance of the Industrial Arbitration Act, 1912-1952, this 24th day of September, 1962, between the W.A. Midland Railway Employees' Industrial Union of Workers (hereinafter referred to as the "Union") of the one part, and the Midland Railway Company of Western Australia Limited (hereinafter referred to as the "Company") of the other part, whereby it is mutually agreed by and between the parties hereto as follows:—

1.—Term.

The currency of this Agreement shall be for three years commencing from the beginning of the first pay period after the date hereof.

2.—Arrangement.

1. Term.
2. Arrangement.
3. Area and Scope.
4. No New Designation.
5. No Reduction.
6. Preference.
7. Board of Reference.
8. Time Table Conference.
9. Knowledge of Roads.
10. Right of Entry.
11. Under Rate Workers.
12. Casual Workers.
13. Secretary's Pass.
14. Payment for Sickness.
15. Workers Performing Higher Duties.
16. Promotion.
17. Retirement.
18. Absence from Duty.
19. Shop Stewards.
20. Charges against Workers.
21. Uniforms and Protective Equipment.
22. Free Passes, Privilege Tickets and Season Tickets.
23. Water Allowance.
24. Transfer Accommodation Allowances.
25. Transfer and Transfer Allowance.
26. Payment for Travelling Time.
27. Away from Home and Meal Allowance.
28. Travelling by Sea.
29. Allowances and Arrangements for Guards and Goods Porters on Trains.
30. Allowances, Special Provisions, etc.
31. Apprentices.
32. Junior Workers.
33. Annual Leave and Holidays.
34. Guaranteed Week.
35. Week's Work Traffic Section (other than safe working porters).
36. Shift and/or Night Work.
37. Hours of Duty.
38. Overtime, Saturday and Sunday Time.
39. Workers in Breakdown Gangs and at Washways.
40. Interpretations.
41. Alterations and Additions.
42. Wages.
43. Apprenticeship Regulations.

3.—Area and Scope of Agreement.

This Agreement shall apply only to workers employed by the Company in and about the working and maintenance of the Midland Railway, and shall be binding upon the abovenamed parties, and shall operate over the whole of the Midland Railway and the workshops used in connection therewith: Provided, however, that, except where otherwise stated, the provisions of this Agreement shall not apply to those employed as part-time workers in the position of—

- (a) attendants or caretakers of sidings;
- (b) caretakers of barracks;
- (c) pumpers.

4.—No New Designation.

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

5.—No Reduction.

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

6.—Preference to Unionists.

(a) In this clause the term "unionist" means a worker who is a member of the applicant union, and the term "non-unionist" means a worker who is not a member of the applicant union.

(b) Unionists shall be given preference of employment and if the Company employs a non-unionist, it commits a breach of this Agreement if during such employment there are unionists competent to do the work and available and ready to perform it.

(c) Notwithstanding the provisions of sub-clause (b) hereof, it shall not be a breach of this clause for the Company to employ a non-unionist if the latter, within 14 days of commencement of his employment, makes application to join the Union and thereafter, if accepted, completes such application.

(d) Liberty is reserved to either party to this Agreement to apply to cancel or amend this clause at any time during the currency of this Agreement.

(e) If during the continuance of this Agreement the Union or the majority of the members of the Union shall be concerned in or take part in anything in the nature of a strike, the benefit of this clause shall *ipso facto* cease and determine.

(f) If any employment subsists or continues to subsist in breach of this clause, both the employer and the worker concerned shall be liable to a penalty for the breach.

(g) The foregoing provisions shall not apply to the following:—

- (i) Juniors or apprentices.
- (ii) Tradesmen employed in a temporary capacity.
- (iii) Carpenters and/or car and wagon builders who pursuant to the decision of Mr. President Dunphy dated 21/4/1949 (29 W.A.I.G. p. 137) have maintained their membership of Unions other than a Union party to this Agreement.

7.—Boards of Reference.

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

- (i) adjusting any matters of difference arising under this Agreement except such as involve interpretation of the provisions of the Agreement;
- (ii) deciding any other matter that the Court may refer to the Board from time to time.

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

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

8.—Time-Table Conferences.

An employee of the Company (such worker to be a member of and to be nominated by the union) shall be permitted to attend the Company's half-yearly time-table conferences as representative of the union, and may take part in any discussion as to whether any particular piece of night work involved in the proposed time-table could be avoided. The worker so acting shall be paid by the Company his ordinary wages, travelling time, and expenses as provided in the Agreement.

9.—Knowledge of Roads.

Except in the case of new lines opened for Traffic, and so far as the requirements of the service will permit, a guard, before being required

to take a train over a road with which he is not acquainted, shall be allowed to travel over it at least twice with a guard familiar with the road without loss of pay. Should the exigencies of the service require a guard to be sent over a road with which he is not acquainted, the station-master shall report the circumstances to the head of the branch.

10.—Right of Entry.

(a) Accredited representatives of the Union desiring to enter the Midland Junction Workshops on a bona fide union business concerned in the maintenance of the Agreement and appropriate working conditions shall be given entry if they make application to a responsible officer of the Company and state the nature of their business. For this purpose, the Mechanical Engineer, Assistant Mechanical Engineer and Works Foreman are to be regarded as responsible officers.

(b) Accredited representatives of the Union desiring to enter other premises of the Company must first make application to the responsible officers of the sections, stating the nature of their business.

11.—Under-Rate Workers.

(a) A worker who is unable to earn the minimum rate hereby prescribed may be employed at a lower rate which shall be agreed upon in writing between the worker and the Secretary of the worker's Union.

(b) If within seven (7) days after being notified of the worker's desire to work at a lower rate of wage than that prescribed, the said Secretary and worker are unable to agree upon a lower rate, then the worker may apply in writing to the nearest Resident or Police Magistrate to fix such lower rate of wage. The worker shall give such Secretary two (2) days' notice in writing of his intention to apply to the magistrate, and the said Secretary or his agent may attend and oppose the application. The magistrate may fix the rate of wage, and his decision shall be final.

(c) Any worker whose wage shall have been so fixed may work for and be employed by the Company for such wage for the period of six (6) calendar months thereafter and, after the expiration of the said period, until fourteen (14) days' notice in writing shall have been given to the worker by the Secretary of the Union requiring his wage to be again fixed in the manner prescribed by this Agreement.

12.—Casual Workers.

A worker employed for less than one (1) week continuously shall be deemed to be a casual worker and shall be paid ten per cent. (10%) in addition to the rates specified, provided that this shall not apply to a worker who, when work is available, leaves his employment before the expiration of one (1) week.

13.—Secretary's Pass.

The Company shall grant leave without pay for the continuous period or otherwise of thirty (30) days in each year to the Secretary of the Union (should such Secretary be a railway worker) to enable him to attend exclusively to the union work, and a free pass will be issued to the said Secretary, whether he be an employee or not, for that period, but the pass may be withdrawn at the General Manager's discretion. Such pass shall be used exclusively for Railway Union work, and not for political purposes.

14.—Payment for Sickness.

(a) (i) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health at the rate of one-twelfth (1/12th) of the guaranteed week's work for each completed month of service: Provided that payment for such absence through such ill-health shall be limited to one (1) week in each year, but the sick leave herein provided shall be allowed to accumulate and any portion unused in any year may be availed of in the next or any succeeding year.

(ii) Payment hereunder may be adjusted at the end of each year, or at any time the worker leaves the service, 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.

(iii) For the purpose of this clause the term "year" means the year ending 30th June or 31st December, according to which of these dates the annual leave of the worker is calculated.

(b) No worker shall be entitled to the benefits of this clause unless he produces proof to the satisfaction of the Company or its representatives of sickness, but the Company shall not be entitled to a medical certificate unless the absence is for three (3) days or more.

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

15.—Workers Performing Higher Duties.

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

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

16.—Promotion.

(a) A worker promoted to a higher position, the minimum pay for which is less than he received in the position vacated, shall be paid his former rate.

(b) A junior worker on attaining the age of twenty-one (21) years, provided he has passed the prescribed examinations, if any, shall be entitled to preference of employment as a senior in the branch in which he has been working, should a vacancy exist in such branch.

(c) Before any promotion to a vacancy is made other than by selection of the senior men, application for the vacancy shall, in the case of vacancies in the workshops or in the stores branch, be invited by notices posted on the recognised notice boards, and in the case of other vacancies by notification either by wire or circular to all stations: provided that this subclause shall not apply in any case where it is necessary to fill a position without the delay involved by the calling of applications, in which case a temporary appointment may be made, pending the making of a permanent appointment.

Provided further that the vacancy shall be advertised and the appointment made within two (2) months from the date on which the vacancy occurred. Provided further that where an appeal has been lodged, the date of appointment shall be deemed to be the date of the decision of the appeal. A worker who has been appointed and has not taken up his new position shall be paid at the rate applicable to the new position after three months from the date of appointment.

(d) In the case of promotion, the selection of a worker for the higher position shall be governed by the relative ability, suitability, record and experience. All other qualifications being equal, the senior man shall be selected. Where the senior man is not selected for the position an appeal may be made by the worker aggrieved to the General Manager within seven (7) days of the time when such aggrieved worker shall receive notice of his application having been refused. Pending the hearing and determination of this appeal to the General Manager the appointment made shall be considered as purely temporary so that in the event of the appeal succeeding the senior worker may be appointed to the position.

(e) In the case of a married worker refusing promotion owing to lack of accommodation at the place where the vacancy exists, he shall not be penalised because of his refusal to accept such promotion. For the purpose of this clause "accommodation" shall be deemed to include the provision of a house which may be rented by such worker.

(f) After three (3) months' continuous service in a higher grade, a vacancy shall be deemed to exist in such grade, and it shall be filled subject to subclauses (c), (d) and (e) hereof; provided, however, that this subclause shall not apply where the position filled was caused by sickness, accident, long service leave, or leave without pay or holidays of any worker, or the absence of a worker in the Civil Engineering Branch engaged temporarily on special maintenance, reconstruction, or construction work.

17.—Retirement.

(a) No worker after six (6) months' continuous service shall leave the service of the Company until the expiration of two (2) weeks' written notice of his intention so to do without the approval of the Company.

(b) (i) Except in the case of summary dismissal for misconduct, two (2) weeks' written notice shall be given by the Company to any such worker whose services are no longer required, and the reason for dismissal shall be stated in such notice.

(ii) Where the period of continuous service is six (6) months or less, no notice shall be required by the Company or the worker.

(c) In the event of either the Company or the worker failing to give the prescribed notice, wages shall be paid or forfeited, as the case may be, to the extent by which the actual notice given falls short of the two (2) weeks' notice. Wages so forfeited by the worker may be deducted from any wages due to such worker up to the time of his leaving the service of the Company. Provided that where both parties agree to the acceptance of notice less than two (2) weeks, no penalty shall be imposed. Within the metropolitan area wages due shall be paid within twenty-four (24) hours (excluding Saturdays, Sundays, or Public holidays) of ceasing work.

18.—Absence from Duty.

(a) Any member of the running staff, being unable to attend to his duty through sickness, shall notify the officer-in-charge at least three (3) hours before the time he is booked for duty, and he shall also satisfy such officer-in-charge that he is unfit to attend to his duties.

(b) Any such worker so absent shall not again be booked up for duty unless he notifies such officer-in-charge not later than noon on any day that he is fit to resume, and in such case there shall be no obligation to employ him until the following day. A worker who books off duty on afternoon shift who reports for duty before 10 a.m. on the following day shall be provided with work on that day.

(c) Any other worker losing time through sickness or injury shall, as soon as possible, notify his foreman or other officer-in-charge when possible, in sufficient time to permit of arrangements being made for the performance of his duties. Any such worker who fails to do so shall be treated as absent without leave.

(d) Subject to the provisions of clause 14 (Payment for Sickness) any worker losing time through sickness or special leave shall be reduced in wages only to the extent of the time actually lost through sickness or actually granted as special leave.

19.—Shop Stewards.

Subject to the recognition of properly constituted authority, shop stewards to be appointed by the Union shall be recognised by the Company.

20.—Charges Against Workers.

(a) If, in the opinion of the officer-in-charge, any irregularity on the part of any worker should be reported he will, within seven (7) days (or, if

not at a main depot or station, then within ten (10) days) from his first knowledge of the occurrence notify such worker that he has been so reported.

(b) When a charge has been made against any worker he shall be supplied with a copy of such charge and copy of any reports other than reports to the head of the branch which is to be used in relation to such charge.

(c) Each worker shall himself provide, when called upon, with the least possible delay, any report or statement which may be required by the officer-in-charge.

(d) When a worker against whom a charge is pending has made a statement to an officer-in-charge, and which statement the officer-in-charge has taken down in writing, such worker shall either be furnished with a copy of such statement, or be allowed to take a copy of it.

(e) If a final decision in any case in which a charge has been made against a worker be not given within three (3) calendar months of the occurrence, first coming to the knowledge of the head of the branch or within 14 days of the final determination of any charge relating to the occurrence brought against the worker by a party other than the Company (whichever is the later), the charge in question shall lapse.

(f) A worker who is suspended from duty for any reason shall not be kept under suspension in excess of six (6) days (excluding Sundays or holidays) following the date on which he was suspended. Except in cases where dismissal follows suspension, a worker shall be paid for any time under suspension in excess of six (6) days referred to, provided the worker has not delayed the submission of his explanation of the offence for which he was suspended.

(g) Where a worker exercises his right of appeal, no deduction shall be made from his wages in respect of any fine until a final decision has been given.

(h) Where a worker has been fined an amount exceeding one (1) day's pay, the amount to be deducted from any fortnight's pay shall not be greater than one (1) day's pay except with the consent of the worker concerned.

(i) Where owing to the absence from duty of a worker through leave or illness it is not possible to notify him within the period prescribed in subclause (a) that he has been reported, the provision shall be regarded as having been complied with if he is so notified within seven (7) days of his resuming duty following such absence. In such cases, the period in which a final decision as per subclause (e) may be made shall be extended to three (3) calendar months from the date of the worker's resumption of duty following absence.

21.—Uniforms and Protective Equipment.

The following equipment shall be supplied by the Company:—

Guards (Passenger and Mail)—1 cap and 2 suits per annum; and 1 mackintosh, or overcoat, every four years.

Guards (Mixed or Goods)—1 cap and waterproof cover per annum or 1 cap and waterproof cover and 1 helmet every two (2) years; 1 three-quarter oilskin coat every three years; 1 pair leather leggings every six years; 2 suits per annum.

Shunters and Head Shunters—1 waterproof cap cover; and 1 cap and 1 felt hat; and 2 suits per annum; 1 three-quarter oilskin coat every two years; 1 pair leather leggings every six years.

Porters (other than those engaged solely on Goods Work)—1 cap and 2 suits per annum.

Lampmen and Car Cleaners—In lieu of one (1) cap and two (2) suits per annum; one (1) cap without badge; and two (2) suits of overalls per annum.

Sheeters Working Outside—1 oilskin coat every two years; 1 pair leather leggings every six years; 2 suits of overalls per annum.

Number Takers—1 cap and 2 suits per annum; 1 oilskin jacket and oilskin leggings every two years.

Ticket Examiners on Trains—1 cap and 2 suits per annum; 1 mackintosh or overcoat every four years.

Conductors—1 cap and 2 suits per annum; 1 mackintosh or overcoat every four years.

Checkers—1 cap and helmet every two years.

Checker Working Outside—1 oilskin coat every two years; and 1 pair leather leggings every six years.

Car and Wagon Builders on Battery Boxes—Woolen overalls as needed.

Workers hosing out stock trucks at Midland Junction—1 three-quarter oilskin coat and 1 pair gum boots to be provided for use of men so engaged.

Employees in the Traffic Branch requiring occasionally to work outside during wet weather shall be allowed the use of emergency oilskin coats.

Fuelmen on Coal Stages—1 oilskin coat every two years; and 1 pair leather leggings every six years.

Watchmen (other than Traffic or Civil Engineering Branch)—1 oilskin coat every two years; or 1 overcoat every four years.

Car and Wagon Examiners employed on outside work—1 oilskin suit every two years; 2 suits overalls or 2 suits dungarees per annum.

Oilers—1 oilskin suit every two years.

Electric Battery Hand and Assistant; Acid Room Attendants—2 suits woolen overalls per annum; rubber boots when required.

Raker-out and Tuber—2 dungaree suits per annum.

Men employed at Oil Store, Midland Junction—1 suit dungaree overalls per annum.

Gangers and Repairers—1 long oilskin coat every two years; 1 pair leather leggings every six years.

Provided such need not be supplied to temporary repairers with less than six months' continuous service.

Leather leggings need only be supplied on the application of the worker but in any event shall not be supplied more than once in every six (6) years.

Length Runners—1 oilskin suit every two years.

Workers not solely employed on sheeting shall, when employed on such work if not notified the previous day, be supplied with overalls for the time so occupied. Workers in Running Sheds shall have available, oilskins or other efficient substitutes for their use when required to work in wet weather.

Protective Equipment.

(a) The Company shall have available a sufficient supply of protective equipment (as, for example, goggles (including anti-flash goggles), glasses, gloves, mitts, aprons, sleeves, leggings, gumboots, Neo Prene ear protectors, helmets, or other efficient substitutes therefor) for use by the workers when engaged on work for which some protective equipment is reasonably necessary.

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

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

(d) No worker shall lend another worker the equipment so issued to such firstmentioned worker, and if the same are lent both the lender and the borrower shall be deemed guilty of wilful misconduct.

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

General:—In addition to the foregoing, any equipment being supplied shall be continued. The equipment shall be held by the worker and used on duty only, and shall not be sold or disposed of.

Clothing need not be supplied to casual workers. Where two suits are provided, delivery shall be made at the beginning of the summer and winter seasons.

22.—Free Passes, Privilege Tickets and Season Tickets.

(a) (i) After twelve (12) months' continuous service a worker shall be allowed three (3) passes per annum as under.

(ii) One (1) station-to-station pass on the occasion of the annual or long service leave, to cover the full term of leave due.

(iii) Two (2) privilege passes from one given station to another and return.

Provided however, that in the event of the worker, owing to domestic arrangements desiring to return to his home leaving his family at the holiday destination, the pass issued will be considered as available for the return of the family, or a separate pass issued therefor. In addition to the worker the passes shall be available for his wife and unmarried members of his family under eighteen (18) years of age; unmarried daughters over 18 years of age; and his parents: Provided they are resident with and dependent upon him for support. The station-to-station passes if second class may be changed to first-class on payment by the worker of half the additional fare at ordinary rates.

For the purpose of this clause a member of the family shall be deemed to be dependent provided such member's income does not exceed sixty shillings per week, exclusive of old-age or invalid pension, but a member of the family temporarily out of employment shall not be deemed to be dependent. A widower with his child or children resident with him and who regularly employs a housekeeper may, at the discretion of the General Manager, be granted passes for such housekeeper; in like manner an unmarried worker supporting younger brothers and/or sisters may be granted passes for such housekeeper.

(b) Upon request a worker may be granted a separate station-to-station pass for his wife and dependents, as mentioned in subclause (a) hereof, where it is inconvenient for both to travel together.

(c) Should any worker through illness be unable to use his station-to-station pass on the occasion of his annual leave, he shall be entitled to the use of such pass on the occasion of taking leave without pay during the year in which same is due.

(d) After six (6) months' continuous service a worker shall be entitled to the passes mentioned in subclause (a) in proportion to length of service.

(e) A worker who resigns or is retired from the service and has leave due shall be granted a free pass, station-to-station, for the term of such holidays: Provided that, should a worker not have given the requisite notice, or obtained the consent of the Head of the Branch to leave the service as provided for in clause 17, he shall forfeit all claim to any passes he would otherwise have been entitled to under the provisions of this clause.

(f) Workers in isolated parts may be issued free passes at the discretion of the Head of the Branch for the purpose of obtaining medical or dental attention for himself or members of his family dependent upon him.

(g) Market Passes.—Workers stationed outside suburban areas shall be issued market passes once per month to the market town most convenient to the Company and the worker. The passes may be issued in favour of the worker, his wife, or his housekeeper and children between the ages of five (5) and fourteen (14) years. A worker's wife or housekeeper may be granted a market pass once

per fortnight, if required: Provided that the maximum number of passes granted under this sub-clause shall be two (2) per month. A market pass may include a perambulator, or go cart, if required.

(h) Free Freight.—Domestic supplies up to a maximum weight fortnightly of two hundred-weight (2 cwt.) for married men and one-hundred-weight (1 cwt.) for single men shall be carried free by rail to home station from the market town most convenient to the Company and the worker, and, in addition, meat, bread, vegetables and dairy produce, when not obtainable locally shall be carried free from the market town most convenient to the Company and the worker where same are procurable. All such supplies shall be for the sole use of the worker and his family. This subclause shall not apply to the suburban areas: Provided that this concession shall not apply when any member of the worker's family conducts a boarding-house or store at the home station.

(i) Free passes shall not apply on the Company's road passenger buses (except as may be provided for in any special instructions issued by the General Manager from time to time) nor on any race or hired special, guaranteed special, or special excursion trains, within a 50 mile radius, or when in the opinion of the stationmaster, or authorised person at the station or stopping place where the worker desires to commence his journey, there is not ample room on the train.

(j) Workers working away from home station shall be entitled to a free pass to enable them to visit their home station at intervals of not less than once per fortnight; provided that the work upon which they are engaged will permit of their doing so. No travelling time shall be paid. Provided also that this clause shall not operate to increase or decrease the rate of expenses the worker would otherwise be entitled to.

(k) Privilege Tickets.—After six (6) months' continuous service a worker shall be allowed privilege return tickets for himself, wife and unmarried members of his family under eighteen years of age; also unmarried daughters over eighteen (18) years of age, provided they are resident with and dependent upon the worker's earnings; the charge for the privilege tickets to be half the single fare for the return journey, with a minimum of one shilling and sixpence (1s. 6d.) for adults and ninepence (9d.) for children.

23.—Water Allowance.

Water shall be delivered alongside the line gratis to any worker in the following scale:—

To a married man—30 gallons per day.

To a single man—10 gallons per day.

This shall not apply to stations where a public water scheme is available.

24.—Transfer Accommodation Allowance.

(a) Where married men are transferred from one station to another to suit the convenience of the employer and at which no suitable accommodation is available, they shall be paid the sum of Four Pounds (£4) per week until such time as suitable accommodation is available, or for a period of six (6) months, whichever shall be the shorter. The term "married men" shall for this purpose also include widowers with dependents and also others with dependents.

(b) Any unmarried worker transferred from one station to another to suit the convenience of the employer shall be paid actual reasonable out-of-pocket expenses, but in each case the details of the expenses shall be submitted, and all items in excess of five shillings (5s.) must be supported by receipted vouchers. Provided however, that such payment shall be limited to a period of six (6) months and shall not exceed fifty shillings (50s.) per week.

(c) Any dispute arising between the Union and the employer as to the amount (if any) payable under this clause to any particular worker shall be referred for settlement to a Board of Reference constituted under clause 7 of this Agreement.

25.—Transfers and Transfer Allowances.

(a) When any transfer is ordered by the Company the worker transferred shall not lose his right of appeal against the transfer, and, if on inquiry it is found that such a transfer can be arranged with another worker to suit the convenience of the Company, then he shall be re-transferred.

A worker transferred from one station to another over one mile distant, involving a change of residence shall—

- (i) be paid not less than ten pounds (£10) for a married man and thirty shillings (30s.) for a single man; a married man who does not transfer his family shall be paid as a single man until he does transfer his family;
- (ii) be paid such further out-of-pocket expenses (if any) as the General Manager in his discretion shall decide to have been reasonably incurred;
- (iii) be granted free passes for himself and family (including those dependents mentioned in the interpretation of "married man" and also the mother of a married man permanently residing with and wholly dependent upon him) and free railway transport of his furniture and effects, including one cow and not more than two (2) goats; where the train is provided with appropriate sleepers and the worker's journey extends through the night he and his family shall be supplied with sleeping berths;
- (iv) be paid actual travelling and waiting time up to a maximum of eight (8) hours per day; no overtime, Saturday or Sunday time rates shall apply;
- (v) married workers shall be allowed one (1) day for packing and one (1) day for unpacking. A married man who does not transfer his family shall be treated as a single man.

(b) Any worker who is transferred from one place to another to suit himself, or who is transferred by way of punishment, shall be entitled to the provisions of subclause (a) (iii) only: Provided however that in the case of a worker who has applied for a transfer for his own convenience, such application shall be deemed to have lapsed after the expiration of three (3) months from the date thereof, and if such application is not renewed and the worker is subsequently transferred, the provisions of this clause shall not apply.

(c) At least ten (10) days' notice of the actual transfer day shall be given to a worker required to transfer permanently from one station to another.

(d) A worker shall not be transferred for a less period than three (3) months. If required to work temporarily at any depot for relief or other purposes for a lesser period, he shall be paid away-from-home or lodging allowance provided for in his section of this Agreement.

26.—Payment for Travelling Time.

(a) A worker travelling as a passenger going to work away from or returning to his home station shall be paid at ordinary rates for the actual travelling or waiting time for the first eight (8) hours and thereafter at half the ordinary rates in any one period of twenty-four (24) hours.

(b) Any worker travelling as a passenger going out to act in a higher capacity or returning after acting in a higher capacity shall receive payment for travelling and waiting time at the minimum rate for such higher capacity.

(c) Where the waiting time exceeds four (4) hours (and suitable accommodation is available) the worker shall be deemed to be booked off duty and shall not be entitled to payment for the time he is booked off.

(d) Sunday travelling time shall be paid at the rate of time and a half on the same conditions as on week days. The penalty rate payable under clauses 38, 1 (c) (i) and (ii) for work on Saturday shall not apply to travelling time on Saturday.

(e) The hours in the case of a member of a fettling gang shall commence and end each day at the tool shed, excepting when the place of work is closer to the employee's place of residence and he is not required to attend at the tool shed, in which case the commencing or finishing time shall be at the place of work. Provided that when in the opinion of the ganger the efficient maintenance of track necessitates an employee finishing work elsewhere than herein stated he shall be allowed reasonable travelling time at ordinary rate to the tool shed or to a point on the track nearest his home (if he be not required to go to the tool shed) whichever is the closer.

(f) In respect of a worker who is provided with a sleeping berth in a passenger train, travelling time shall not count between 10 p.m. and 7 a.m.: Provided this shall not operate to reduce the travelling time to be paid for below four (4) hours in any one day: Provided further that where by virtue of the length or nature of the journey the sleeping berth is available for six (6) hours or less, travelling time shall be paid for such period with a minimum of four (4) hours.

(g) Subject to subclause (d) hereof, a worker who travels as a passenger from his home station to another station, or vice versa, and is then booked off duty, and had not been on duty prior to travelling, shall be paid travelling time at ordinary rates with a minimum of two (2) hours from the time of booking on to the time of booking off duty: Provided that unless the time occupied in travelling amounts to four (4) hours or more it will not be counted as a shift for the purpose of Clause 35.

27.—Away-from-Home and Meal Allowances.

(1) The following allowances shall be granted to guards, goods porters on trains, conductors and ticket examiners who are booked off or temporarily lodging away from their home station:—

- (a) For the first thirty (30) hours or part thereof, the sum of eleven shillings (11s.) where attended and twelve shillings (12s.) where unattended barracks are provided and thirteen shillings and sixpence (13s. 6d.) where there are no barracks.
- (b) After the first thirty (30) hours and up to seven (7) days, the sum of ninepence (9d.) per hour and thereafter sevenpence halfpenny (7½d.) per hour; provided that the reduction from ninepence (9d.) to sevenpence halfpenny (7½d.) shall be made only in cases where the worker shall be stationed for over seven (7) days in one place.

Provided that a deduction of one shilling and tenpence (1s. 10d.) per day or night with a maximum of nine shillings and twopence (9s. 2d.) per week shall be made where attended barracks are provided and a deduction of elevenpence (11d.) per day or night with a maximum of four shillings and sevenpence (4s. 7d.) per week shall be made where unattended barracks are provided. No such deduction shall be made if the worker returns to his home station within forty-four (44) hours.

- (c) The allowance shall be calculated from the time of booking on to the time of booking off at home station.
- (d) Workers shall not be booked off away from their home station for two (2) Sundays in succession where it can be avoided by any reasonable arrangement.

(2) The following allowances shall be granted to workers (other than those specified in subclause (1) hereof) temporarily lodging away from their home station:—

- (a) For the first twenty-four (24) hours or part thereof, the sum of eleven shillings (11s.) where attended and twelve shillings (12s.) where unattended barracks are provided and thirteen shillings and sixpence (13s. 6d.) where there are no barracks.
- (b) After the first twenty-four (24) hours and up to seven (7) days, the sum of ninepence (9d.) per hour and thereafter sevenpence halfpenny (7½d.) per hour; provided that the reduction from ninepence (9d.) to

sevenpence halfpenny (7½d.) shall be made only in cases where the worker shall be stationed for over seven (7) days in one place.

Provided that after the first twenty-four (24) hours a deduction of one shilling and tenpence (1s. 10d.) per day or night, with a maximum of nine shillings and twopence (9s. 2d.) per week shall be made where attended barracks are provided and a deduction of elevenpence (11d.) per day or night, with a maximum of four shillings and sevenpence (4s. 7d.) per week, shall be made where unattended barracks are provided.

- (c) The allowance shall be calculated from the time of leaving to the time of returning to the home station.
- (d) It shall be optional for the workers to use the barracks and/or the Company to allow them to do so. If used, after the first twenty-four (24) hours charges shall be made in accordance with the scale of subclause (b) above.

(3) (i) Any worker other than a worker covered by Clause 29, absent from his home station on duty (not being a worker temporarily lodging away from his home station) shall be paid five shillings (5s.) for his second and each succeeding meal.

(ii) If such worker in fact incurs expense additional to that which he would have incurred at his home station in procuring his first meal and submits proof satisfactory to the General Manager of such additional expense, he shall be re-imbursed the actual additional expense incurred up to a maximum of five shillings (5s.)

(4) The foregoing provisions shall not apply to gangers and repairers at out-camps on their own lengths, but they shall be granted four shillings (4s.) for each night during which their gang is stationed at an out-camp.

(5) In lieu of the foregoing allowances any worker camped out for not less than three (3) days continuously, if supplied with tent or van and stretcher, rugs and cooking utensils, shall be granted a camping-out allowance of ten shillings (10s.) per night with a maximum of three pounds five shillings (£3 5s.) per week. A separate van or tent shall, where possible, be provided for storage of Company's gear.

(6) When a worker other than a worker covered by the foregoing provisions without being notified on the previous day is required to continue working after knock-off time for more than one and three-quarters (1¾) hours or after 6 p.m. he shall be provided with any meal required or shall be paid five shillings (5s.) in lieu thereof. Provided that this shall also apply to workers in the traffic section (other than the running staff except when rostered for a local shift) whose hours of duty have been extended by more than one (1) hour beyond a recognised meal period.

(7) General:

- (a) The General Manager may, in his discretion, make any allowance in addition to those provided in the foregoing subclauses.
- (b) No away-from-home allowance shall be granted to any worker stationed in the suburban area in respect of any absence from his home station within the suburban area unless he is unable to return by passenger train or other public transport to his home station for the night, or unless approved by the head of the branch.
- (c) Workers temporarily transferred for a period exceeding three (3) months, but which is not reasonably expected to exceed six (6) months (for the purpose of meeting seasonal, or exceptional, or temporary traffic in the traffic section), and not moving their permanent homes will be paid a weekly allowance (if married) of four pounds (£4) (if single) two pounds (£2) in lieu of transfer or lodging allowance to cover the excess cost of living away from their homes: Provided that should any

other lodging allowance become due to a worker whilst transferred, such allowance, together with the allowance provided for in this subclause shall in no case exceed the allowance payable under subclause (1) hereof.

(d) The foregoing allowances will not be paid—

- (i) during any period of absence from duty unless such absence is due to sickness of the worker, and does not exceed one (1) week;
- (ii) during any period of annual leave or long service leave.

28.—Travelling by Sea.

A worker when travelling by coastal boat shall be entitled to first class accommodation on the boat, and to one fourth only of the usual away from home allowance, and travelling time shall be paid at ordinary rates: Provided that not more than eight (8) hours shall be paid for as travelling time in any one period of twenty four (24) hours.

29.—Allowances and Arrangements for Guards and Goods Porters on Trains.

(a) Any worker under this clause rostered for duty and being informed that he is not required, shall, unless he has been notified as provided in subclause (f) be paid two (2) hours' pay at ordinary rates, but may be called for further duty without any further period of rest.

(b) Any worker under this clause shall, once having signed on be paid not less than four hours pay at the rate applicable to the day and no such worker booked off at a foreign station shall have his rostered time for return to his home station put back more than once, except under circumstances beyond the control of the Company.

(c) Any worker under this clause attending at a depot with a hamper for a trip for which he is booked, and which is cancelled, or who shall have received less than two (2) hours' notice of the cancellation of a trip requiring a hamper, shall be allowed three shillings and sixpence (3s. 6d.) in respect of such hamper.

(d) Any worker under this clause having to proceed on an "away from home" job with less than four (4) hours' notice shall be paid an amount of three shillings and sixpence (3s. 6d.) in addition to ordinary expenses.

(e) Any worker under this clause notified between 5 p.m. and 10 a.m. of a "book off" job requiring him to come on duty between those hours shall receive an allowance of three shillings and sixpence (3s. 6d.) in addition to ordinary expense. This provision shall also apply to any worker notified of a "book off" job between 5 p.m. on the day preceding and 10 a.m. on the day following any public holiday on which grocery and butchers shops are closed, if required to come on duty between those hours. The provision shall also apply to any worker required to come on duty on a "book off" job between 12 noon Saturday and 10 a.m. Monday, unless the worker is notified or word left at his place of residence before 11 a.m. on the Saturday.

(f) No worker under this clause rostered for duty shall be entitled to any pay or allowance when notice that he is not required has been left at his place of residence at least two (2) hours before his rostered time.

(g) (i) Guards of goods and mixed trains shall be allowed thirty (30) minutes before departure time to prepare for their trip, and where the distance between the place where they sign on and where they commence duty exceeds a quarter of a mile, they shall be allowed an extra five (5) minutes for each quarter of a mile in excess thereof.

(ii) Other guards shall be allowed fifteen (15) minutes to prepare before starting on a trip.

(iii) All guards shall be allowed fifteen (15) minutes at the close of each shift.

(iv) In cases where guards take over trains en route fifteen (15) minutes allowance only will be made.

(v) The time under this subclause may be increased where the work to be performed warrants such increase.

(vi) Save as herein provided nothing in this subclause shall operate to reduce the time at present allowed to any guard so long as present conditions remain unaltered.

(h) Any worker under this clause booked off shall come on duty at such time as he may be directed before leaving the station by the responsible person in charge or by the roster posted at the station. Except in cases of emergency, or unless in special cases by agreement between the Union and the General Manager the minimum time a worker under this clause shall be off duty at home or temporary home station shall be twelve (12) hours, and at foreign station eight (8) hours for the first time he is booked off after leaving the home or temporary home station and ten (10) hours for every subsequent time that he is booked off before returning to the home or temporary home station. In cases of emergency, unless for good reasons to the contrary, the worker who has been off duty the longest shall be the first to be called on. In this subclause, the word "emergency" shall not be construed to cover a mere increase of traffic which could have been foreseen, and might reasonably have been provided for without encroaching on the 12-hour rule.

(i) When a worker under this clause is brought on duty without the prescribed period of rest, he shall be paid continuous duty as from the time he is booked on on the previous shift till booking off on the shift for which he had less than the stipulated rest period, excepting where the time by which the rest period falls short of the prescribed time does not exceed sixty (60) minutes, in which case he shall be paid at the rate of double time for the time between the actual rest period and the minimum period of rest prescribed in this Agreement: Provided that in either case he shall be deemed to have been booked off duty in so far as the computation of any away from home allowance is concerned.

(j) The present practice in regard to the calling of guards shall be continued.

(k) At home stations, should a worker under this clause not be able to ascertain when booking off from the responsible person in charge, or from the roster, when he will be required for further work, he shall be free to assume that he will not be required for twelve (12) hours, but at the expiration of that time, shall make personal inquiries at the depot as to when he will be required. If not then informed when he will be required, written notice shall be left at his place of residence at least two (2) hours before he is required to go on duty: Provided that if the twelve (12) hours expire after 5 p.m. and before 7 a.m. he shall not be required to make such inquiry until 8 a.m. following.

(l) Where practicable, all workers under this clause shall be worked on a weekly roster. Where there is no weekly roster a roster shall, where practicable be posted daily not later than 2 p.m. except on Saturday, when it shall be posted not later than 12 noon. The roster posted on Saturday shall show both Sunday's and Monday's working.

(m) (1) Any worker under this clause or employees acting in the classification referred to who works and/or travels to a foreign station other than on temporary transfer and there is released from duty and who before sixteen (16) hours shall have elapsed from such release is not required to commence duty preparatory to his departure from such foreign station for another station at which he is to be again released from duty shall be paid "held away-from-home allowance" as follows:—

- (i) If the period off duty exceeds sixteen (16) hours, but does not exceed eighteen (18) hours—one (1) hour's payment.
- (ii) If the period off duty exceeds eighteen (18) hours, but does not exceed twenty (20) hours—two (2) hours' payment.
- (iii) If the period off duty exceeds twenty (20) hours, two (2) hours' payment, and in addition, but subject to subclause (2) hereof payment for all time in excess of twenty (20) hours.

(2) The maximum amount payable as an allowance under the provisions of subclause (m) (1) hereof shall be as for eight (8) hours in respect of any detention of thirty (30) hours or less, which maximum shall be increased by fifteen (15) minutes' payment for each subsequent hour (or portion thereof) beyond thirty (30) in any one period of detention.

(3) The amounts accruing due under subclause (m) (1) and (2) hereof may be counted towards the guaranteed week's work, but shall not be included for the purpose of overtime calculation.

(4) The aforesaid allowances shall be paid for at the rate appropriate to the work performed on the forward journey: Provided that an employee returning as a passenger to his home station shall be paid the foregoing allowances at his classified rate.

(5) Any allowance under this clause shall not be payable in respect of any time during which the employee is otherwise allowed payment (except for expenses). Provided that the employee shall be paid whichever amount is to his greatest advantage, nor shall such allowance be payable in any case where detention is the result of any act or omission of an employee or of other circumstances for which the Company cannot be reasonably held responsible.

30.—Allowances, Special Provisions, Etc.

1. Dirty Work—(a) Midland Junction Workshops.—Work which the Mechanical Engineer or his Deputy (or in their absence, the foreman) and workman agree is of an unusually dirty or offensive nature—fourpence (4d.) per hour extra. In the event of agreement not being reached such disputes at the Midland Junction Workshops may be referred to the Board of Reference as provided in clause 7.

(b) Elsewhere.—Work which a foreman and workman agree is of an unusually dirty or offensive nature—fourpence (4d.) per hour extra.

2. Confined Space.—Workers in confined spaces shall be paid sixpence (6d.) per hour extra except where otherwise provided.

A "confined space" means a working place, the dimensions of which necessitate an employee working in an unusually stooped or otherwise cramped position, or where confinement within a limited space is productive of unusual discomfort. On locomotives "confined space" includes work inside the barrel of a locomotive boiler (other than a boiler exceeding five feet two and a quarter inches (5 ft. 2¼ in.) in diameter from which all the tubes have been removed), the locomotive tender, the side tanks, the bunker tanks and saddle tanks and holding up on riveting back plates or copper tube plates and inside of smokeboxes where the main steam pipes, blast pipes or superheater elements are not all removed; in the case of other than locomotives shall mean and include all internal work in any boiler, steam drum, mud drum, firebox or vertical boilers, furnaces, flues, combustion chambers, receivers or superheaters, where the only entrance or exit is through a manhole or firehole door.

3. Height Money.—(a) Employees required to work at a height of fifty (50) feet or more above the nearest horizontal earth plane shall be paid one shilling and eightpence (1s. 8d.) per day extra.

(b) Boilermaker's assistants employed, hoisted off the ground, upon repairs to smoke-stacks shall be paid double time.

4. Hot Work.—Employees required to work in any hot place where the temperature raised by artificial means exceeds 115 degrees Fahrenheit, and welders when welding in a locomotive fire-box, when firebox is affixed to boiler, shall be paid an allowance of two shillings (2s.) per hour for the time so engaged. Any broken time of less than one (1) hour on such jobs shall be paid as a full hour worked.

This subclause shall not apply whilst the boiler is on its side, with the exception of welding in the combustion chamber.

Except in regard to welders welding in fireboxes, the person in charge of the job shall determine the temperature, which shall be taken at the place where the work is actually performed.

5. Leading Hands.—Except where elsewhere provided leading hands shall be paid as follows:—

(a) Leading hands in charge of not less than three (3) and not more than ten (10) employees shall be paid nineteen shillings (19s.) per week extra.

(b) Leading hand in charge of more than ten (10) and not more than twenty (20) employees shall be paid thirty-eight shillings and sixpence (38s. 6d.) per week extra.

(c) Leading hand in charge of more than twenty (20) employees shall be paid fifty-seven shillings and sixpence (57s. 6d.) per week extra.

(d) The foregoing shall be paid in addition to any other allowances throughout this clause.

6. Tool Allowances.—(a) A weekly tool allowance shall be paid to tradesmen and apprentices as follows:—

	s. d.
Carpenters	5 0
Apprentices (in 3rd, 4th and 5th year)	2 6
Car and Wagon Builders	5 0
Apprentices (in 3rd, 4th and 5th year)	2 6
Plumbers	4 6
Apprentices (1st to 5th years inc.)	2 3
Watchmakers	3 0
Apprentices (1st to 5th years inc.)	1 6
Trimmers	2 0
Apprentices (1st to 5th years inc.)	1 0
Bricklayers	2 0
Apprentices (1st to 5th years inc.)	1 0
Painters and Signwriters	1 3
Apprentices (1st to 5th years inc.)	9

(b) Tool allowance shall not be paid if the worker be absent on extended, annual, or sick leave.

(c) Supply of Tools:

(i) Sheet metal workers.—The Company shall supply all tools required for the work.

(ii) Apprentices.—Car builders, wagon builders and carpenters' apprentices shall be supplied with the following tools: 6 chisels, 3 twist bits (auger), 6 nail bits, 1 brace, 2 saws, 1 square, 1 rule, 1 oilstone, 1 nail punch, 1 screwdriver, 1 hammer, 1 mallet, 2 wooden planes (1 smoothing plane, and 1 jack plane).

(iii) The foregoing tools shall remain the property of the Company. The worker shall be responsible for all breakages or losses and shall make good all such losses. At the conclusion of the apprenticeship course or satisfactorily passing final examinations, the tools prescribed for apprentices shall become the property of the apprentice.

(iv) The foregoing shall be in addition to any other allowances throughout this clause.

7. Running Shed Allowances.—(a) Fitters, including electrical fitters, and their assistants, diesel maintainers, boilermakers assistants, brick arch builders, spark arrester repairers and their assistants, and rakers out and tubers when employed in, or if on the wages' staff of running sheds shall be paid at the rate of fourpence (4d.) per hour extra in lieu of all other allowances throughout this clause, excepting items 5, 13 and 30.

Provided that the allowance for work under Item (4) shall be paid in lieu of this allowance when such work is performed, if the allowance under Item (4) would provide a higher rate for the day.

(b) Metal tradesmen and their assistants other than those referred to in (a) hereof shall be paid at the rate of one shilling (1s.) per day extra in lieu of all other allowances throughout this clause.

8. Blacksmiths and their assistants employed stripping locomotive engine springs, which have not been through the caustic soda process, shall be paid fourpence (4d.) per hour extra whilst so employed.

9. Blacksmiths' strikers employed on double fires shall be paid sixpence (6d.) per day extra provided that this allowance shall not be paid to those workers under Item 71 (c) of clause 42.

10. A blacksmith who is employed as a tool-smith or tool maker, hardening and/or tempering high-class precision tools such as milling cutters, shall be paid one shilling and fourpence (1s. 4d.) per day extra.

11. Boilermakers' assistants when employed upon flanging fires or at big press, shall be paid one shilling per day extra.

12. Boilermakers' assistants whilst actually working a pneumatic riveter of the percussion type, or other pneumatic tools of the percussion type, shall be paid fourpence (4d.) per hour extra whilst so engaged with a maximum of eightpence (8d.) per hour where confined space is also involved.

13. Welders or apprentices required to work in a boiler which has not been cooled down shall be paid at the rate of time and a half for each hour so worked. Any broken time or less than one (1) hour shall be paid for as one (1) hour.

14. Bricklayers when employed on flues or boilers shall be paid threepence (3d.) per hour extra.

15. Coppersmiths' assistants when engaged in mixing metals shall be paid one shilling (1s.) per day extra.

16. Coppersmiths' assistants when engaged with coppersmith on the oxy-acetylene and electric welding plant shall be paid twopence (2d.) per hour extra.

17. Dresser, blowing out internal cores of castings shall be paid one shilling and sixpence (1s. 6d.) per day extra.

18. Labourers employed on bitumen process shall be paid two shillings (2s.) per day extra.

19. Labourers employed as tar hands shall be paid two shillings (2s.) per day extra.

20. Lifters stripping vehicles shall be paid a stripping allowance of one shilling (1s.) per day for any day or part thereof so engaged.

21. Oxy-cutting tyres from wagon, coach and engine wheels one shilling (1s.) for each day or part thereof so engaged.

22. Plumbers, apprentices, assistants or labourers (other than septic tank attendants) 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 shall be paid a minimum of two shillings and sixpence (2s. 6d.) per day in addition to the prescribed rate whilst so employed.

23. Plumbers and leading hand plumbers who hold the Metropolitan Water Supply, Sewerage and Drainage Department licence, shall be paid one shilling and sixpence (1s. 6d.) per day extra and those holding the Goldfields or Country Water Supply licence shall be paid ninepence (9d.) per day extra provided that a worker who holds both licences shall only be paid one shilling and sixpence (1s. 6d.) per day extra. These allowances shall be paid in addition to any other allowance prescribed in this clause.

24. Pneumatic tube cutter and tappers and brick arch builders shall be paid the same allowance as to tradesmen, whilst engaged upon any work in respect of which the tradesmen receive such an allowance.

25. Porters at car sheds utilised in the cleaning of lavatories of trains shall be paid sixpence (6d.) per day extra.

26. Painters' assistants when engaged fumigating buildings, etc., shall be paid threepence (3d.) per hour extra. When engaged cleaning out tenders and water tanks, or painting inside tenders and water tanks, they shall be paid sixpence (6d.) per hour extra.

27. Where, from the nature of the paint or substance used in spraying, a respirator would be of little or no practicable 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 threepence (1s. 3d.) per day.

28. Welding in copper fire-boxes shall be paid at the rate of sixpence (6d.) per hour extra.

29. A worker employed as a tapper-out if not a tradesman shall be paid four shillings (4s.) per day extra on casting days.

30. A tradesman (not employed as a first-class welder) or an apprentice in his final year, who in addition to his employment as such is also required to do welding (as distinct from 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. A worker entitled to payment under this paragraph shall not be entitled to claim extra pay for welding under the "Higher Duties" clause of this Agreement.

31. Any worker employed upon concrete work shall be paid threepence (3d.) per hour extra.

32. Any worker working in water over his boots or if gum boots are supplied, over the gum boots, shall be paid two shillings (2s.) per day extra.

33. Workers employed in scaling boilers shall be paid two shillings and sixpence (2s. 6d.) per day extra for each day or part thereof so engaged.

34. Moulders or any other worker directed by the employer to take charge of the ladle handle for casting steel shall be paid one shilling and sixpence (1s. 6d.) per day extra.

35. No goods shed worker shall be required to work more than five (5) consecutive hours without a meal.

36. The Company shall where practicable, attach, blowers to all woodworking machines and saws, the dust from which may reasonably be considered injurious to the health of the workers operating and working in the vicinity of such machines.

37. Where required by a worker, a suitable locker shall be provided.

38. Except Items (1) and (20) where applying in relation to work performed by lifters and where otherwise expressly provided, not more than one of the foregoing allowances, or extra rates, shall be paid at any one time and, where more than one allowance or extra rate applies, only the highest shall be paid.

39. Junior Workers (Living Away Allowance).—
(a) Any junior worker under 17 years of age, who, in the opinion of the head of the branch is obliged to reside away from home owing to the requirements of the Company, shall be granted a board and lodging allowance equivalent to the difference between his prescribed wage and that provided for a junior worker aged 17 years.

(b) No allowance under this clause will be continued—

- (i) during absence from duty without pay;
- (ii) during any period of annual leave;
- (iii) during any period of other absence from duty with pay, unless he continues to reside away from his home;
- (iv) during any period (after the expiration of one (1) month) in which he is continuously in receipt of travelling or away from home allowance.

31.—Apprentices.

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

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

- (1) Blacksmith.
- (2) Fitter (mechanical).
- (3) Fitter (electrical).
- (4) Painter.
- (5) Carpenter.
- (6) Car and Wagon Builder.
- (7) Plumber.
- (8) Motor Mechanic.
- (9) Saw Doctor.
- (10) Turner and Iron Machinist.
- (11) Trimmer.
- (12) Watch and Clock Repairer.
- (13) Coppersmith.

- (14) Wood Machinist.
- (15) Panel Beater.
- (16) Sheet Metal Worker.
- (17) Scale Adjuster.

(c) After eighteen (18) months service all apprentice blacksmiths shall be continually employed at a fire, and be supplied with a striker.

(d) Notwithstanding anything elsewhere contained in this Agreement to the contrary, an apprentice required to live away from his home shall be paid not less than the rate applying to an apprentice in his second year.

32.—Junior Workers.

Junior Workers at Midland Junction Workshops may be employed as rivet boys, power hammer boys, helping apprentice blacksmiths, cleaning and sweeping shops, messenger boys, gathering bolts and rivets and screws, etc., which have been dropped by tradesmen, assisting in tool shop, nutting bolts, sorting, bagging and weighing bolts and nuts, rivets and spikes, holding up rivets up to half-inch ($\frac{1}{2}$ in.) in diameter (provided the junior is not under eighteen (18) years of age), assisting ladlemen in daubing ladles, and also in the following operations provided that there are no apprentice machinists in their first six (6) months available, namely, operating bolt and spike finning machine, operating pointing machine, operating nut burring machine, operating nut tapping machine, operating power hacksaw, scraping and cleaning wheels and other parts of rolling-stock and conveying material by hand up to thirty (30) pounds in weight.

33.—Annual Leave and Holidays.

(1) Annual Leave.

(a) Every worker shall, after twelve (12) months' continuous service, be entitled to two (2) weeks' leave on full pay each year, the whole of which shall, except by agreement between the General Manager and the Union to the contrary be taken at one time in each year: Provided always that with the consent of the General Manager holidays may be allowed to accumulate for two (2) years.

(i) The annual leave for workers covered by subclauses (j) and (k) shall be calculated up to 31st December each year and only leave up to that date shall be granted each year. Except in cases where leave has been allowed to accumulate.

(b) Workers previously entitled to three weeks' annual leave and workers covered by clause 36 (a) and working other than regular day shifts shall be allowed an additional week's holiday in each year on full pay to that prescribed in subclause (a) hereof. Provided that this provision shall also apply to any other worker whose employment can be extended (as with guards, etc.) over Saturday, Sundays and holidays and whose hours of duty vary throughout the twenty-four hours of the day.

(c) Workers shall be paid for annual leave at their graded rates of pay when such annual leave is taken: Provided that if within two (2) weeks before such annual leave is taken the worker is acting in a higher capacity, and has been so acting for a period of not less than two (2) months continuously the annual leave shall be paid for at the rate applicable to such higher capacity position.

(d) Workers after one month's continuous service shall be entitled to annual leave referred to in subclauses (a) and (b) in proportion as the length of service is to the period of twelve (12) months.

(e) No deduction shall be made from annual leave for the period any worker is off duty through sickness unless the absence exceeds three (3) calendar months.

(f) (i) In respect of employees, other than employees covered by subclauses (j) and (k) of this clause and workers in Permanent Way Gangs, every year prior to the 31st August a statement shall be posted in each depot or station showing the date on which each worker will go on his annual leave and resume duty. The annual leave for such worker shall be calculated up to the 30th

June each year, and only leave up to that date shall be granted each year except in cases where leave has been allowed to accumulate.

(ii) Holiday lists are not to be departed from without the consent of the employee, except for reason of sickness, accident or traffic requirements not foreseeable at the date of preparing lists.

(iii) Where an employee's holidays have been cancelled he shall be notified within one month after such cancellation of the date on which he is to be again booked off and this date shall not be departed from.

(iv) With the approval of the head of the branch any worker may exchange dates with another.

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

(h) Unless at his own request, no worker shall be booked off for annual leave at a foreign or at his temporary home station.

(i) If a worker is booked off for annual leave when away from his permanent home station, he shall be allowed travelling time to and from the place he is working at and such home station; the leave to count as starting and finishing at his permanent home station.

(j) When work is closed down over Christmas and New Year for the purpose of annual leave, workers with less than a full year's annual leave due will only be entitled to payment during such period for the number of days' annual leave due to them.

(k) (i) Workers at Midland Junction or any other section of employees whose work is closed down over Christmas and New Year to clear leave, shall if possible, be notified of the commencing date of closing down for annual leave prior to 31st August of each year. In the event of disagreement between the parties on the proposed date or should a date not be given by 31st August, the matter may be referred to a Board of Reference for determination.

(ii) A worker required for duty during Christmas holidays at any of the sections referred to in the foregoing shall be given at least one (1) month's notice in writing of his services being required, unless such notice is waived by the worker.

(2) Holidays.

(a) In addition to their annual leave, the following days shall be observed as holidays:—New Year's Day, Australia Day, Labour Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Foundation Day, Sovereign's Birthday, Christmas Day, Boxing Day, and any other day proclaimed as a general public holiday.

(b) Whenever any holiday falls on an employee's ordinary working day and the employee is not required to work on such day he shall be paid for the ordinary hours he would have worked on such day if it had not been a holiday.

If he is required to work on a holiday he shall be paid for the time worked as if it were an ordinary working day and shall in addition be allowed a day's leave with pay to be added to the annual leave or to be taken at some subsequent date where the worker so agrees.

(c) When any holiday falls on a Saturday or a Sunday and such days are outside the ordinary hours of duty, workers shall not be granted a paid holiday except where that holiday is observed on the following Monday.

(d) If a public holiday, as defined in subclause (a) falls on a week day within an employee'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. All holidays to be computed at eight (8) hours per day.

(e) A worker who returns to his home station, or finishes a shift at his home station not later than 4 a.m. on any holiday and is not again booked on duty for that day shall be treated as having had a paid holiday.

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

(g) Unless at his own request, no worker shall be booked off for a holiday at a foreign or at his temporary home station.

(h) If a worker is rostered for a short shift on a holiday but is not required to work on that day he shall be paid for such rostered hours only.

(i) If a worker other than in the Traffic Section is called on duty on an emergency job on a holiday outside his ordinary hours of duty for a short period he shall be paid a minimum of two hours at ordinary rates. In such event the worker shall be deemed to have had a holiday and shall be paid in full for such holiday.

(j) In accordance with the long service leave agreement, any holiday occurring during the period in which a worker is on long service leave shall be calculated as portion of the long service leave and extra days in lieu shall not be granted.

(k) A casual worker shall not be entitled to any paid holidays.

34.—Guaranteed Week.

(a) The Company shall guarantee to each worker other than a casual a full week's work, exclusive of Sunday time.

If by any action on the part of any section of its workers or for any cause beyond its control it finds itself unable to carry on either wholly or partially the complete running of trains, services, workshops or other normal operations, liberty is hereby reserved to apply to the Court of Arbitration for a temporary alteration of this clause.

Each week shall stand by itself.

(b) The guaranteed period may also be reduced as follows:—

- (i) In respect of any worker under suspension: Provided that any worker suspended on a charge which is not sustained shall be entitled to the benefit of the guarantee during the period of his suspension.
- (ii) In respect of any day a worker is absent, except through sickness as provided for in clause 14.
- (iii) In respect of office cleaners (female) the guaranteed period may be reduced by such time as is necessary to maintain the hours of work as at present.
- (iv) In respect of any worker covered by clause 33, subclause (1) (j).

35.—Week's Work—Traffic Section (other than Safe Working Porters).

(a) Five (5) shifts between Monday and Saturday inclusive, shall constitute a week's work for the purpose of this clause. If a worker is called on for a sixth shift during those days, he shall be paid as follows:—

- (i) At the rate of time and three-quarters for the time worked equivalent to the time short of forty (40) hours already booked in the five (5) preceding shifts of that week.
- (ii) At overtime rates based on the rates applicable to the day, for the balance, with a maximum of double time.

Provided that any time worked in the sixth shift on a Saturday by workers entitled to time and a half under clause 38 (1) (c) (i) (ii) shall be paid for at the rate of time and seven-eighths, and

double time respectively in lieu of the rates prescribed in paragraphs (i) and (ii) above. Provided further that any time paid for under paragraph (ii) of this subclause shall not be subject to the overtime penalty prescribed in clause 38 (1) (a) or (b).

(b) Where such workers work a continuous shift—Sunday into Monday—such shift, unless it extends into four (4) hours on Monday will not be counted as one of the five (5) week-day shifts.

36.—Shift and/or Night Work.

(a) Transportation Grades.—Workers in transportation grades and others named herein shall be paid night work allowance for all ordinary time worked between the hours of 12.01 a.m. and 6 a.m. and between 8 p.m. and midnight, Mondays to Fridays inclusive as indicated: Provided that broken parts of an hour less than thirty (30) minutes shall be disregarded and from thirty (30) to fifty-nine (59) minutes paid for as one (1) hour:—

- (i) Adult males, excepting ticket examiners on trains, senior conductors and conductors, watchmen, gatekeepers and crossing keepers—eightpence halfpenny (8½d.) per hour.
- (ii) Ticket examiners on trains, senior conductors and conductors, watchmen—fourpence (4d.) per hour.
- (iii) Junior males—fourpence (4d.) per hour.
- (iv) Females whose rates of wages are based on seventy-five per cent. (75%) or more of the male basic wage and/or are equal to or exceed same—fourpence (4d.) per hour.
- (v) Other females—twopence halfpenny (2½d.) per hour.
- (vi) The foregoing provisions shall not apply to females whose ordinary hours of duty are less than forty (40) hours per week.
- (vii) Provided that a payment of a minimum allowance of three (3) hours shall be made to any employee for each shift on which payment is due under this clause excepting shifts where any time worked is subject to Saturday, Sunday or overtime penalty provided in this Agreement.

(b) Workshop employees (excluding watchmen) (covers Midland Junction Workshops, Stores Branch, Civil Engineering Branch and Tradesmen and Assistants in other branches):—

- (i) The Company, may, if it so desires, work any part of its establishment on shifts, but before doing so shall give notice of its intention to the union.
- (ii) Work other than day shift shall not be recognised as afternoon or night shift unless in either case five (5) consecutive afternoons or nights are worked but shall be deemed to be overtime; on completion of the fifth consecutive afternoon or night's work the worker shall be deemed to have been employed on afternoon or night shift as the case may be, during the preceding four (4) afternoons or nights, and thereafter during any subsequent consecutive afternoons or nights he is so employed. The sequence of shift work shall not be deemed to be broken under this paragraph by reason of the fact that the works are closed on a Saturday, Sunday or on any public holiday.
- (iii) Overtime on afternoon or night shift shall be calculated on the basis of the rate paid for afternoon or night shift respectively, provided that in no circumstances shall the maximum payment exceed double time.
- (iv) All shifts except the day shift shall be paid for at the rate of time and a quarter. For the purpose of this subclause "day shift" shall be construed to mean the ordinary working shift ending at or before 6 p.m. Mondays to Fridays and 1 p.m. on Saturdays.

(c) Others:—

- (i) Employees other than those provided for in subclauses (a) and (b) hereof shall be paid for all ordinary time worked on any afternoon or night shift from 12.1 a.m.

Monday to midnight Friday seven and a half per cent. (7½%) more than ordinary rates.

- (ii) "Afternoon shift" means any shift on which ordinary time finishes after 6 p.m. and at or before midnight.
- (iii) "Night shift" means any shift on which ordinary time finishes subsequent to midnight and at or before 8 a.m.
- (d) "Ordinary time" (in respect of (a) and (c) hereof) does not include Saturday or Sunday time or overtime, or any time worked on a shift in excess of the number prescribed for a normal week's work.
- (e) "Time worked" excludes all time not treated as time worked for overtime purposes.

37.—Hours of Duty.

1. Traffic Section.—(a) Except as hereinafter provided, forty (40) hours exclusive of Sunday work shall constitute a week's work. Subject to Clause 35 the week's work may extend over five (5) or six (6) days at the option of the Company.

(b) The Company shall arrange as far as practicable that shifts shall not exceed eight (8) hours and except in cases of emergency when relief cannot be provided, a worker shall not be required to remain on duty at his home or temporary home station for more than ten (10) hours.

(c) Each day's work of eight (8) hours shall be completed within ten (10) hours from the starting time, provided that at country stations where the train arrangements render a ten (10) hour spread impracticable, such spread may be extended to twelve (12) hours. All time in excess of the ten (10) or twelve (12) hour spread, as the case may be shall be paid for at overtime rates.

(d) (i) Except in cases of emergency or unless due to regular rotation of shifts, no head shunter, shunter or signalman shall be called upon to work more than nine (9) hours continuously or shall be called on duty until he has had at least twelve (12) hours off. In this subclause the word "emergency" shall not be construed to cover a mere increase of traffic which could have been foreseen, and might reasonably have been provided for without encroaching on the twelve (12) hour rule.

(ii) In cases where head shunters, shunters and signalmen are required to take up duty with less than the prescribed rest period they shall be allowed time equivalent to that by which the period of rest has been shortened.

(e) (i) Except in cases of emergency, or unless in special cases by agreement between the union and the General Manager, the minimum time a ticket examiner on trains shall be off duty at home station or temporary home stations shall be twelve (12) hours, and at foreign stations eight (8) hours for the first time he is booked off after leaving the home station or temporary home station and ten (10) hours for every subsequent time that he booked off before returning to the home station or temporary home station.

(ii) In cases where a ticket examiner is required to take up duty with less than the prescribed period of rest, he shall be allowed time equivalent to that by which the period of rest has been shortened.

(f) Except in cases of emergency or unless in special cases by agreement between the Union and the General Manager and subject to Clause 29, other workers excepting conductors under this section shall not be called on duty until they have had at least eight (8) hours off after the completion of a shift. In cases where such workers are required to take up duty with less than the prescribed period of rest they shall be allowed time equivalent to that by which the period of rest has been shortened.

(g) The present practice of calling shunters when rostered for duty outside their ordinary shifts shall be continued.

(h) (i) No worker under this section shall be rostered for less than four (4) hours in any one day.

(ii) Any worker, under this section, brought on duty for his normal roster shall receive four (4) hours pay at the rate applicable to the day, except as provided in Clause 29, subclauses (a) and (b).

(i) Except in cases of emergency, juniors shall not be employed (except to act as call-boys) between the hours of midnight and 6 a.m., but may be required, whilst not calling, to attend to telephone and to sweep, dust and clean.

2. Other than Traffic.—(i) With the exception of Length Runners, forty (40) hours, exclusive of Saturday and Sunday time, shall constitute a week's work.

(ii) Forty (40) hours, exclusive of Sunday time, shall constitute a week's work in respect to Length Runners provided that Length Runners shall be paid for Saturday work in accordance with Clause 38 1. (c) (ii).

(iii) No day's work shall exceed eight (8) hours without payment of overtime.

(iv) The ordinary hours of duty (other than for shift work) shall be between 7 a.m. and 4.45 p.m. except—

- (a) where the General Manager and the Union otherwise agree; or
- (b) where clause 39 has application;
- (c) where custom prior to this Agreement has established a different spread of hours.

3. The provision of this clause shall not apply to office cleaners (female) whose hours of duty and conditions shall remain as they are at present.

38.—Overtime, Saturday and Sunday Time.

1. Traffic Section.—(a) Subject to the proviso to clause 35 (a) (i) all time, exclusive of Sunday time worked over the hours fixed for a week's work shall be paid for at the rate of time and a half.

(b) (i) Subject to the proviso to clause 35 (a) (ii) except for conductors all time worked in excess of eight (8) hours in any one shift shall be paid for as under:—First two (2) hours, time and a quarter; next two (2) hours, time and a half; thereafter, double time.

(ii) Overtime provided for in subclauses (a) and (b) (i) shall not be paid for twice; payment shall be calculated on the daily or weekly basis, whichever of these alternatives gives the greater amount to the employee.

Note.—This subclause refers to daily overtime rates and to the time and a half provision for weekly overtime.

(iii) The overtime rates shall be computed on the rate applicable to the date on which the time is worked provided that double time, i.e., twice the ordinary rate shall be the maximum.

(c) (i) Subject to subclause (b) (iii) the time worked on Sundays shall be paid for at the rate of double time, and all time worked on Saturdays by shift workers shall be paid for at the rate of time and a half. For the purpose of this subclause "shift workers" means workers whose usual hours of duty commence and complete other than during the period 7 a.m. to 5.30 p.m.

(ii) All workers employed after 12.30 p.m. on Saturdays shall be paid at the rate of time and a half for all time worked on that day prior to and after 12.30 p.m.

(d) The provisions of this clause shall not apply to office cleaners (female) whose hours of duty and conditions shall remain as they are at present.

(e) Any worker brought on to work outside his ordinary hours shall, except when such work, exclusive of meal times is continuous with his ordinary shift, be paid a minimum of two (2) hours: Provided that the worker shall not be obliged to work for the two (2) hours if the job for which he has been brought on has been completed in less time.

(f) Any worker brought on duty on Sunday shall be paid a minimum of four (4) hours' pay at the rate applicable to that day.

2. Other than Traffic.—(a) (i) All time worked in excess of or outside the usual working hours in any one day shall be paid at the rate of time

and a half for the first four (4) hours and thereafter double time: Provided that double time shall be paid for overtime on all work other than work for the Company.

(ii) Extra rates shall be computed on the rate applicable to the day on which the time is worked: Provided that double time, i.e., twice the ordinary rate, shall be the maximum.

(b) Subject to subclause (a) (ii) time worked on Sundays shall be paid for at the rate of double time.

(c) Any worker brought on to work outside his ordinary working hours shall, except when such work, exclusive of meal time, is continuous with his ordinary shift, be paid a minimum of three (3) hours: Provided that the worker shall not be obliged to work for the three (3) hours if the job for which he has been brought on has been completed in less time.

(d) Junior workers and apprentices under the age of eighteen (18) years shall not be required to work overtime without their consent.

(e) Any worker brought on duty on a Saturday or Sunday shall be paid a minimum of four (4) hours at the rate applicable to that day, and shall not be required to work for the four (4) hours if the work for which he is brought on duty does not last that period: Provided further that if the worker is again called out for duty within the first period of four (4) hours he shall not receive further payment until the expiration of the first four (4) hours when payment shall be made at the appropriate rate for all time worked with a minimum of four (4) hours.

(f) (i) When overtime work is necessary, it shall wherever reasonably practicable, be so arranged that employees have at least eight (8) consecutive hours off duty between the finish on one (1) day and time of commencement on next day.

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

(iii) 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 the completion of such overtime until he has had eight (8) consecutive hours off duty without loss of pay for ordinary time occurring during such absence.

(iv) Except as provided in subclause (v), if, on the instructions of his employer, such a worker resumes or continues to 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 between those times shall, subject working time occurring during such absence.

(v) The provisions of subclauses (iii) and (iv) shall not apply to a worker in charge of other employees or to a worker who works singly when such workers are required because of the nature of their employment to commence duty at the regular time of daily attendance without having had a rest period of eight (8) consecutive hours between the termination of their ordinary work on one day and such regular time of commencement on the next day. Such worker shall be allowed payment at ordinary rates for time equivalent to the period by which the prescribed rest period has been shortened.

(g) An employee working overtime shall be allowed a crib time of twenty (20) minutes without loss of pay after each four (4) hours of overtime if the employee continues work after such crib time: Provided that this shall not apply to time worked on a Saturday or Sunday up to eight (8) hours where the normal week day starting, finishing and meal times are observed.

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

(i) Travelling time shall not be construed time worked within the meaning of this clause.

(j) Notwithstanding anything hereinbefore contained:—

(i) Systematic overtime in the Railway Workshops, Midland Junction, shall not be worked, but in the case of emergency as hereinafter defined, overtime may be worked in such Workshops aforesaid subject to the following terms and conditions. The term "emergency" includes—

(a) a condition caused by a breakdown of machinery or plant, which, unless repaired outside ordinary working hours, will hold up normal production;

(b) a condition due to a bottleneck in production;

(c) work being required within a specified time which cannot be completed by employing extra workers or by working shifts.

(ii) In the case of an extreme emergency where there is no time to notify the Shop Steward and to adopt the procedure hereinafter prescribed, the management shall have the right to work overtime subject to an appeal to the Special Board of Reference as hereinafter defined. If upon such appeal the Board of Reference considers the working of overtime in the circumstances of the particular case was unjustified or contrary to the spirit and intention of the provisions hereof, double time shall be awarded and payable for the overtime actually worked.

(iii) When the employer intends to work overtime on a minor job, i.e., a job which does not involve more than nine (9) hours' overtime per man per week, he shall notify the appropriate Shop Steward of that portion of the establishment in which it is proposed to work overtime. The Shop Steward shall be advised of the nature of the emergency, the day or days upon which overtime is to be worked, the names of the men required to work and the number of hours which will be involved.

(iv) The Shop Steward may consult with the management if he requires further information and after advising his Shop Stewards' Convener or Senior Shop Steward as the case may be, decide whether or not in his opinion the proposed overtime is warranted. If the Shop Steward agrees with the employer's proposal, or any variation thereof, which the employer is prepared to accept, overtime shall be worked accordingly. If the Shop Steward considers that the proposed overtime is not warranted he shall forthwith advise the employer who may refer the matter to Union Secretary, for review, which the Secretary shall deal with forthwith, and if the Secretary confirms the Shop Steward's decision, to a special Board of Reference as hereinafter defined. If the Secretary supports the employer, or the Board of Reference so decides, overtime shall be worked accordingly.

(v) Where the employer intends to work overtime on a major job he shall notify the Secretary of the Union, supplying all relevant particulars. The employer shall be advised of the decision of the Secretary within twenty-four (24) hours of such notification and if consent to the proposed overtime is refused the employer may refer the matter to the special Board of Reference. If the decision of the Secretary in the first instance, or the Board of Reference, on appeal, is in favour of the employer's proposal, overtime shall be worked accordingly.

(vi) Notwithstanding anything hereinbefore contained all overtime worked shall be rostered amongst available workers who are competent and experienced in the work to be performed, and no worker shall be required

to work more than nine (9) hours' overtime in any one week on a minor job or the maximum number of hours agreed to by the Secretary or decided upon by the Board of Reference on a major job.

- (vii) For the purpose of this document the special Board of Reference shall consist of a Chairman who shall be the Conciliation Commissioner attached to the Arbitration Court (or in his absence such other person as the Hon. President of the Arbitration Court shall nominate), a representative nominated by the employer and a representative nominated by the Secretary.

3. The provisions of subclauses (1) and (2) both inclusive shall not apply to watchmen who shall be paid at the rate of time and a quarter for all time worked in excess of ten (10) hours in any one shift, and time and a half for all time worked on Sundays. Where more than forty (40) hours, exclusive of Sunday time, are worked in one week time and a quarter shall be paid for excess over forty (40) hours except where daily overtime provisions apply. Provided that such employees shall be paid for Saturday work in accordance with Clause 38 (1) (c) (i).

39.—Workers in Breakdown Gangs and at Washaways.

Workers in breakdown gangs and at washaways shall, in lieu of away-from-home allowance and travelling time, be provided with board and sleeping accommodation, and shall be paid from the time they leave until they return to their home station, except during such period as they shall be booked off duty, if such period shall exceed ten (10) consecutive hours. Time occupied in travelling shall be paid at bare time rates. Actual working time shall be paid at overtime rates after eight (8) hours' work per day.

40.—Interpretations.

(1) "Company" means the Midland Railway Company of Western Australia, Limited.

(2) "Lifter" is a worker employed in lifting rolling stock, and, in the case of all vehicles other than locomotives, in changing wheels and axle boxes, changing springs and spring gear, including buffers, changing worn parts of vacuum and other brake gear, and attending to bolts and nuts generally as required. "Locomotives" for the purpose of this definition, do not include diesel rail cars or steam rail cars: Provided however, that in the case of these cars the lifter's work shall not extend to the mechanism necessary to transmit the power to the wheels.

(3) "Line and signal maintainer" is a worker performing the duties of linesman and interlocking adjuster separately or in conjunction.

(4) "Assistant line and signal maintainer" means a worker engaged on line and signal work on a section which is controlled by a line and signal maintainer.

(5) "Attended barracks" means any building attended to by a whole or part-time caretaker appointed for that purpose, which is provided with bed, clean bedding, cooking utensils, and light, and lighting facilities, water and fuel. This shall include a van used to supplement the building accommodation when such is not sufficient to accommodate the workers.

(6) "Unattended barracks" means any van used as a barracks provided with the accommodation mentioned in the previous definition, and any building which whilst provided with the accommodation mentioned therein, is wholly unattended.

(7) "Married Man" includes a single man who has a parent or child solely dependent on him and resident in the State of Western Australia, but does not include a married man whose wife and family are neither resident with nor dependent upon him.

(8) "Market towns".—The following shall be the approved market towns:—Midland Junction, Gingin, Moora, Coorow, Carnamah, Three Springs, Mingenew, Dongara, Walkaway.

(9) "Year of service" means, service of an employee in the grade in which he is employed, provided that acting work in the grade for periods of less than one (1) week shall not count in the aggregate towards each year of service.

(10) Leading Hand.—For the purpose of this Agreement a worker appointed as a Leading Hand shall be deemed to be working in a classification distinct from that of the workers in his charge and on a grade providing a margin equal to the sum of the appropriate margin for the work and the allowance prescribed in Clause 30, Item 5 (a) of this Agreement. Where any such leading hand has more than ten (10) workers in his charge the allowance prescribed in Clause 30, Items 5 (b) or 5 (c) shall be paid in accordance with the number of workers in his charge from day to day.

41.—Alterations and Additions.

(1) If during the currency of an Award or Agreement between the Company and the Union or Unions representing its employees, any alteration or addition is made to an existing Award or Agreement between the W.A. Government Railways Commission and a Union or Unions representing its employees, such alterations or additions shall automatically apply to similar employees of the Company from the same date as it applies to the employees of the Commission. Provided that—

(a) the Union or Unions concerned and the General Manager may mutually agree that such alterations or additions shall not apply to the Company;

(b) if either party objects to being bound by such alterations or additions it may within 21 days of any such alteration or addition being made or approved by the Court submit the question or questions involved for the decision of the Court of Arbitration and the question whether the Company or the Union shall be bound by all or any of the alterations or additions so made shall be subject to the determination of the Court which shall also determine the date or dates such alterations or additions shall apply to the Company.

(2) The Union or Unions concerned shall notify the Company within 10 days after any alteration or addition has been made.

42.—Wages.

	Basic Wage Per Week.			
	Males.		Females.	
	£	s. d.	£	s. d.
Metropolitan Area	14	18 9	11	4 1
South-West Land Division	14	17 3	11	2 11

Traffic Section.

Item No.	Designation.	Margin Over Basic Wage.
		£ s. d.
1.	Caretakers: Barracks	1 2 0
2.	Checkers:	
	Class 1—	
	1st year of service	1 18 6
	Thereafter	2 5 0
	Class 2	1 10 6
3.	Conductors:	
	(a) Senior	1 18 6
	(b) Others	1 10 6
4.	Guards:	
	(a) 4th class, first two (2) years' service	3 5 6
	(b) 3rd class, over two (2) and up to four (4) years' service as guard	3 17 0
	(c) 2nd class, over four (4) and up to six (6) years' service as guard	4 8 6
	(d) 1st class, over six (6) years' service as guard	5 0 0
	Subject to passing all proper examinations and tests, if any, guards with less than two (2) years' service after appointment shall be in the fourth class.	

	Margin Over Basic Wage				Margin Over Basic Wage		
	£	s.	d.		£	s.	d.
35. Carpenter	4	16	0	(d) Nut and bolt machinist (Ajax)—			
36. Casting Dresser	1	17	0	1st Assistant	1	18	6
37. Caustic Tank Attendant	1	9	6	2nd Assistant	1	9	6
38. Coach Trimmer	4	16	0	(e) Turner and machinists' assistants (iron)	1	9	6
39. Coppersmith	4	19	0	50. Painter and/or Signwriter and/or Paint Mixer	4	16	0
40. Electric Motor Attendant	2	17	6	51. Panelbeater	4	16	0
41. Fitters:				52. Plumber	4	16	0
(i) Fitter (including electrical fitter and/or armature winder and brass finisher)	4	16	0	53. Shaft and Belt Attendant	1	9	6
(ii) Fitter in diesel injection room after twelve (12) months' service	5	2	6	54. Sheet Metal Worker	4	16	0
(iii) Fitter—automotive electrical	4	16	0	55. Tailer-out (saw bench and bandsaw)	1	9	6
(iv) Fitter, including electrical fitter in running shed and train electric light section—				56. Tradesmen's Assistants:			
1st year of service	5	7	0	(a) Other than elsewhere specified	1	9	6
Thereafter	5	18	0	(b) Fitters' assistants—running sheds	1	16	0
(v) Fitter in charge—marking-off table	6	14	6	(c) Blacksmiths' strikers on oil furnaces	1	16	0
(a) Assistant to	5	5	6	(d) Workers operating paint machines shall be paid at painters' rate.			
(vi) Fitter in charge—machinery blocks	5	15	0	(e) Painting wagons—at the rate of £3 4s. per week whilst so engaged.			
42. Forgeman	6	14	6	57. Turner and Machinists' Assistant (Wood)	1	9	6
43. Forge steam hammer driver	1	17	0	58. Welder:	5	5	6
44. Forge underhand	1	17	0	(i) Welder using an electric spot or butt welding machine or cutting scrap with an oxyacetylene blow pipe, petrol or gas blow pipe	1	12	0
45. Furnaceman:				59. Wood Machinist:			
(i) Brass	2	8	0	(a) First class comprising the following machines:—Wood lathe, variety wood lathe edge moulding and shaping machine, two-spindle wood shaping machine, moulding machine with four (4) or more heads, vertical tenoning machine, universal tenoning machine, No. 3½ tenoning machine, blind style mortiser, universal general joiner (except when doing square face work with single cutter)	4	6	6
(ii) Forge	4	6	6	(b) Second class comprising the following machines:—Circular saw No. 1, bench frame saw, jig saw, high speed flooring and match boarding machine, four-sided planer, hollow chisel horizontal mortiser, No. 3 hollow chisel mortiser, recessing and boring machine, planer or buzzer on other than square work, moulding machine less than four (4) heads universal general joiner (on work other than referred to in (a)), disc sander, timber bender	2	17	6
(iii) Iron	2	17	6	(c) Third class comprising the following machines:—Mortiser other than hollow chisel mortiser, chain mortiser No. 2, chain and chisel mortiser, borer—four-spindle gang borer, four-spindle borer, horizontal and vertical borer—single spindle borer, borer, planer or buzzer on square work—surface planer, No. 2½ (square work) surfacer No. 6 (square work), planing and surfacing machine (square work), climax planer (square work), sawyer not included in second class, automatic cut-off saw, car ripper saw No. 4, circular saw 14 in., cross-cut saw 18 in., band saw No. 00 column fret saw, band saw, sandpapering machine, zett sander, thicknesser dimension planer, cross-cut saw (firewood)	1	9	6
(iv) Furnaceman's assistant (iron)	1	17	0				
46. Heat Treater	5	5	6				
47. Labourer:							
(a) Stores section	18	0					
(b) Others	6	6					
48. Lifter:							
1st year of service	2	8	0				
Thereafter	2	17	6				
(a) Passing out vehicles	3	7	0				
49. Machinists:							
(a) 1st class includes borer; driller using boring or cutter bar; driller using a portable or stationary radial drill or engine work (engine work includes all parts of engine driving mechanism, all wheels, axle and axle boxes; engine frame plate and frame stays; engine bogie frames and stays; also boiler and fire-box plates; but excluding all ordinary plate and angle work, such as tender tanks and under frames, foot plates, cabs, ash-pans, smoke-boxes, spark arresters and the like) lapper and grinder, using precision tools: miller—general or universal (other than machines for milling throats of buffers) planer; rail planer; shaper; slotter; turner; turner using automatic turret lathe	4	16	0				
(b) 2nd class includes nut and bolt machinist (Ajax); driller using locomotive boiler shell drilling machine; lapper and grinder not using precision tools; pneumatic tube cutter and tapper; stay lathe machinist	3	4	0				
(c) 3rd class includes driller (other than 1st class); friction saw machinist; grinder and polisher; nut and bolt machinist (other than 2nd class); punch and shear machinist; screwing machinist; slotter and nibber, tube end machinist	2	5	0				

	Margin Over Basic Wage	
	£	s. d.
60. Workshops Stationary Engine Driver	2	17 6
61. Driver of Rail Motor Car	1	12 0
62. Driver of Rail Motor Trolley	1	12 0
63. Labourer	6	6
64. Mobile Crane Driver	3	4 0
65. Storeman in Charge with or without Assistant	3	17 0
66. Storeman	2	8 6
67. Assistant Storeman	1	16 0
68. Motor Driver, Road	1	12 0
69. Office Cleaners (female):		
(a) Metropolitan area, 7s. per hour.		
(b) South-West Land Division, 7s. per hour.		
70. Watchmen	18	0

71. **Leading Hand.**—For the purpose of this Agreement a worker appointed as a Leading Hand shall be deemed to be working in a classification distinct from that of the workers in his charge and on a grade providing a margin equal to the sum of the appropriate margin for the work and the allowance prescribed in Clause 30, Item 5 (a) of this Agreement.

Where any such leading hand has more than ten (10) workers in his charge the allowance prescribed in Clause 30, Items 5 (b) or 5 (c) shall be paid in accordance with the number of workers in his charge from day to day.

72. **Junior Workers.**—The rates for junior workers shall be as under:—

	Per Cent. of Male Basic Wage.
Up to 16 years	30
At 16 years	40
At 17 years	50
At 18 years	60
At 19 years	75
At 20 years	90

73. **Apprentices.**—The rates for apprentices shall be as under:—

	Per Cent. of Male Basic Wage.
First year	33½
Second year	45
Third year	65
Fourth year	85
Fifth year	100 + £1

43.—Apprenticeship Regulations.

1.—Arrangement.

1. Arrangement.
2. Definitions.
3. Selection of Apprentices.
4. Employment—probation.
5. Agreement of Apprenticeship.
6. Transfer of Apprentices.
7. Cancellation of Agreement.
8. Extension of Term.
9. Technical Education Classes.
10. Examination.
11. Lost Time.
12. Guaranteed Week.
- 13, 14, 15, 16 Miscellaneous Forms A, B, C, D, E, F, G.

2.—Definitions.

(a) "Act" means the Industrial Arbitration Act, 1912-1952, and any alteration or amendment thereof for the time being in force.

(b) The word "apprentice" wherever used herein means any male of any age who is apprenticed to learn, or to be taught, any industry, craft, trade or calling to which this Agreement applies and includes an apprentice on probation.

(c) "Award" includes Industrial Agreement.

(d) "Company" means the Midland Railway Company of Western Australia Limited.

(e) "Court" means the Court of Arbitration.

(f) "Employer" includes any firm, company or corporation.

(g) "Head of Branch" means the Mechanical Engineer, Traffic Superintendent, Civil Engineer, Accountant, Stores Superintendent, or Locomotive Superintendent as the case may be.

(h) No minor shall (except as a junior worker under the provisions of this Award) be employed or engaged in the industry, except subject to the conditions of apprenticeship or probationership herein contained.

3.—Selection of Apprentices.

(a) When apprentices are required, applications shall be invited by advertisement in the public press. Applications received shall be reviewed in the first instance by a Board to be called the "Apprentices' Application Board," consisting of a chairman to be appointed by the Court, a representative appointed by the Company and a representative appointed by the Unions parties to the above "Agreements." Applications are to be made in accordance with Form "G" annexed hereto. The board shall notify selected applicants to appear before the Apprenticeship Selection Board, hereinafter mentioned, at a time and place to be indicated; free passes being issued for the purpose over the Company's line.

(b) The Apprenticeship Selection Board shall consist of—

- (i) a chairman appointed by the Court;
- (ii) one member appointed by the Company; and
- (iii) one member appointed by the Union or Unions representing the trade or trades in the groups mentioned herein.

(c) There shall be four Apprenticeship Selection Boards representing the trades, grouped as follows:

Group; Trades; Union or Unions to be Represented.

- (i) Moulders—Moulders' Union.
- (ii) Boilermakers—Boilermakers' Society.
- (iii) Automotive Electrical Fitters, Blacksmiths, Coppersmiths, Electroplaters; Fitters, Electrical and Mechanical; Motor Mechanics, Patternmakers, Scale Adjusters, Telephone Technicians, Turner and Iron Machinists, Watch and Clock Repairers—Amalgamated Engineering Union and Australasian Society of Engineers.
- (iv) Car and Wagon Builders, Carpenters, Machinists (Wood), Painters, Panel Beaters, Plumbers, Saw Doctors, Sheet Metal Workers, Trimmers—W.A. Midland Railway Employees Industrial Union of Workers.

(d) The following provisions shall apply to the Boards referred to in subclauses (a) and (b) hereof:—

- (i) Each of the Boards shall be deemed to be a Board of Reference appointed pursuant to section 89 of the Act.
- (ii) The same person may be appointed to act as chairman or member of any one or more of the Boards.
- (iii) Should any dispute arise as to the right of any person to act as a member of the Board it shall be determined by the Court.
- (iv) If the Company or Union or group of Unions entitled to appoint a representative on the Board neglects or refuses on being notified by the Court so to do, the Court may appoint some person to act as such representative.

- (v) The Company or the Union or Unions concerned may change its or their representative at any time;
 - (vi) The presence of the chairman and at least one member shall be necessary for the transaction of business.
 - (vii) Any decision shall be the decision of the majority of the members, or, if only two members, the decision of the chairman;
 - (viii) The chairman shall call all meetings of the Board and fix the time and place for each meeting;
 - (ix) The board shall determine its own procedure from time to time;
 - (x) The Company has agreed to direct some of its staff to perform any clerical work necessary.
- (e) The Board shall orally examine each applicant who appears before it, but if required by the Board, the candidate shall submit himself to a written examination. The Board shall select the required number from those whom it considers the most suitable and place them in order for engagement.
- (f) As vacancies for apprentices occur the selected applicants shall be called up in the order in which they have been placed by the Board.
- (g) The employment of any selected candidate will be the subject of his furnishing satisfactory proof of age and passing the Company's medical examination.

4.—Employment—Probation.

- (a) No minor shall (except where provision is otherwise made in the Award) be employed or engaged in an apprenticeship trade in the industry, except subject to the conditions of apprenticeship or probationership herein contained.
- (b) (i) Every apprentice shall be employed on probation for a period of three months to determine his fitness or otherwise for apprenticeship, and shall work only for such hours per day and for such remuneration as may be prescribed by the Award. In the event of his becoming an apprentice such probationary period shall be counted as part of the term of apprenticeship.
- (ii) The Court may in any case where it seems expedient to do so, order that the probationary period of employment be extended for a further period not exceeding three months.
- (c) An apprentice taken on probation shall, within fourteen (14) days thereafter, be registered by the Company by means of notice thereof to the Registrar in Form "A".
- (d) At the end of the period of probation of each apprentice if mutually agreed upon by the Company and the legal guardian of the boy, but not otherwise, he may become an apprentice under an agreement.

(e) The Company shall keep every apprentice constantly at work and shall place him under the supervision of some tradesman or leading hand who shall teach such apprentice or cause him to be taught the industry, craft, occupation or calling in relation to which he is bound apprentice, by competent instruction in a gradual and complete manner, and the Company shall give such apprentice a reasonable opportunity to learn the same, and receive, during the period of his apprenticeship, such technical, trade and general instruction and training as may be necessary; and every apprentice shall, during the period of his apprenticeship, faithfully serve the Company for the purpose of being taught the industry, craft, occupation or calling in relation to which he is bound, and shall also conscientiously and regularly accept such technical, trade and general instruction and training as aforesaid, in addition to the teaching that may be provided by the Company.

(f) The Company and the apprentice respectively shall be deemed to undertake the duty which it and he agrees to perform as a duty enforceable under an Award of the Court.

5.—Agreement of Apprenticeship.

(a) All agreements of apprenticeship, shall be drawn up on a form approved by the Court, and signed by the Head of the Branch on behalf of the Company, the legal guardian of the apprentice (if any), the apprentice and filed with the Registrar. The Company, guardian or apprentice shall not enter into any agreement or undertaking purporting to add to, vary, alter or amend any such agreement without the approval of the Court.

(b) There shall be three copies of each agreement, of which one copy shall be held by the Company, one shall be held by the legal guardian of the apprentice, and one copy shall be retained by the Registrar.

(c) The apprenticeship agreement shall be completed within one month of the termination of the probationary period.

(d) Every agreement of apprenticeship shall be subject to the provisions of the Agreement in force for the time being applicable to apprenticeship in the industry.

(e) Every agreement of apprenticeship shall be for a period of five years, or such other period as may be prescribed by the Agreement but this period may be reduced in special circumstances with the approval of the Court.

(f) Every agreement of apprenticeship entered into shall contain—

- (i) the names and addresses of the parties to the agreement;
- (ii) the date of birth of the apprentice;
- (iii) a description of the industry, craft, occupation or calling or combination thereof to which the apprentice is to be bound;
- (iv) the date at which the apprenticeship is to commence and the period of apprenticeship;
- (v) a condition requiring the apprentice to obey all reasonable directions of the Company and requiring the Company and apprentice to comply with the terms of the Industrial Agreement so far as they concern the apprentice;
- (vi) a condition that technical instruction of the apprentice, when available, shall be at the Company's expense, and shall be in the Company's time, except in places where such instruction is given after the ordinary working hours;
- (vii) a condition that in the event of any apprentice, in the opinion of the examiners, not progressing satisfactorily, increased time for technical instruction shall be allowed at the Company's expense to enable such apprentice to reach the necessary standard;
- (viii) a provision for mutual cancellation of the agreement in accordance with regulation 7;
- (ix) the general conditions of apprenticeship.

6.—Transfer of Apprentices.

(a) The Court shall have power to transfer an apprentice from (a) one employer to another and/or (b) from one trade to another, either temporarily or permanently—

- (i) if the employer does not provide the necessary facilities for the apprentice to become proficient in his trade; or
- (ii) upon the application of the employer or the apprentice for good cause shown.

(b) The transfer of every agreement shall be made out in quadruplicate and shall, unless the Court otherwise directs, be signed by the late employer or his assigns, the legal guardian of the apprentice (if any), the apprentice, the new employer and filed with the Registrar. The transfer form shall be completed within two months of the date on which the transfer is effected.

(c) One copy of the transfer agreement shall be held by the late employer, one shall be held by the new employer, one shall be held by the legal guardian of the apprentice, and one shall be retained by the Registrar.

(d) For the purpose of giving to an apprentice opportunities to gain wider experience the Company may authorise the apprentice to be employed on premises or upon work of Government Department not under the control of the Company.

(e) Should the Company at any time before the determination of the period of apprenticeship desire to dispense with the service of the apprentice it may with the consent of the apprentice and guardian (or, if none, with the consent of the Court), transfer him to another employer willing to continue to teach the apprentice and pay the rate of wages prescribed by the Court in its Award or otherwise according to the total length of time served, and generally to perform the obligations of the Company.

(f) On the transfer or termination of any apprenticeship, from whatever cause, the employer shall give the apprentice a statement in writing setting forth the time he has served, full particulars of the branches of the trade or industry in which he has received instruction and the proficiency attained (see Form B hereof); and he shall also notify the Registrar stating the cause of such transfer or termination. On any such transfer the original employer shall be relieved from all obligations under the contract.

(g) In the event of the Company being unable to provide work for the apprentice or to mutually agree with the legal guardian of the apprentice to cancel the agreement or to arrange a transfer, application may be made to the Court to arrange for such transfer or to have such agreement cancelled.

7.—Cancellation of Agreement.

(a) An apprenticeship agreement may be cancelled by the mutual consent of the Company, the apprentice, and his legal guardian. One month's prior notice thereof in Form "F" signed by the parties, shall be given to the Registrar who shall forthwith notify the Union concerned. The Registrar may reduce the period of one month in any particular case.

(b) If the apprentice shall at any time be wilfully disobedient to the lawful orders of the Company, its managers, foremen or other servants having authority over the apprentice, or be slothful, negligent, or dishonest, or shall otherwise grossly misbehave himself, or shall not conduct himself as a good and faithful apprentice should do, or shall not faithfully observe and keep his part of his agreement, then it shall be lawful for the Company, with the consent of the Court, to discharge the apprentice from his service.

(c) The Court may in its discretion for any cause which it may deem sufficient on the application of any party to an apprenticeship agreement vary or cancel the agreement, either unconditionally or subject to such terms and conditions as it may deem advisable.

(d) No apprentice employed under a registered agreement shall be discharged by the Company for alleged misconduct until the registration of the agreement of apprenticeship has been cancelled by order of the Court on the application of the Company, provided, however, that an apprentice may be suspended for misconduct by the Company with loss of pay during such suspension. If, however, the Company is of the opinion that the misconduct is such as to warrant dismissal, it shall forthwith make an application for cancellation of the agreement of apprenticeship and, in the event of the Court refusing same, the wages of the apprentice, or such portion thereof as the Court may order, shall be paid as from the date of such suspension, and, in the event of the application for cancellation being granted, such order may take effect from the date when the apprentice was suspended.

8.—Extension of Term.

(a) On the failure of an apprentice to pass any of the examinations, the term of apprenticeship may be extended by the Court either by ordering a continuation of any particular year of apprenticeship, in which case the next year of service shall not commence until after the expiration of

the extended period, or by adding the period of extension to the last year of service. Provided, that, where an apprentice who has had his term extended shows marked improvement, the Court may cancel the extension on the recommendation of the examiner. It shall be the duty of the examiners to make any recommendation they see fit to the Court and the Company for the purpose of such extension or the cancellation of such extension. Any extension of the term of apprenticeship shall be subject to all conditions and stipulations in the original agreement, except as to rates of wages, which shall be such amount as the Court may determine.

(b) Upon the failure of an apprentice to pass two consecutive examinations, it shall be the duty of the examiners to report same to the Court and the Company with recommendation as to the extension of the apprenticeship period, the cancellation of the apprenticeship Agreement or such other remedial measure as they may deem advisable. The Court, after notice to all parties concerned, may cancel the agreement or make such other order in the circumstances as it may deem necessary.

9.—Technical Education Classes.

(a) Every apprentice shall attend regularly and punctually a Government or other approved technical school vocational classes or classes of instruction, for instruction in such subjects as are provided for his trade. This clause shall be deemed to have been complied with if the apprentice takes a course in an approved correspondence school: Provided, however, that attendances shall not be compulsory when the apprentice is stationed outside a radius of 12 miles from the place where instruction is given, or in the case of illness of the apprentice the proof whereof lies on him. Provided also that if technical instruction is not available in the locality in which the apprentice is employed and is available by correspondence, at reasonable cost to be approved by the Court, the Court may prescribe such correspondence course as the technical instruction to be taken by the apprentice and paid for by the employer.

(b) The fees for the classes attended by the apprentice, or the cost of providing same, shall be paid by the Company.

(c) The period during which apprentices are to attend such technical school or classes, if any, shall be one (1) day per fortnight.

(d) Any apprentice who—

- (i) fails without reasonable cause, the proof whereof lies on him, to attend any technical school or class punctually when such is available for instruction, at the time appointed for the commencement of the school or class, or leaves school or class before the time appointed for leaving, without the permission of the teacher; or—
- (ii) fails to be diligent or behaves in an indecorous manner while in such school or class; or—
- (iii) destroys or fails to take care of any material or equipment in such school or class,

shall be deemed to commit a breach of the Agreement and shall be liable for each such breach to a penalty not exceeding two pounds.

(e) Where in any case it is shown to the satisfaction of the Court that any apprentice, by reason of his engagement on country work or other good cause, cannot conveniently attend a technical school or other prescribed classes, such of these regulations as relate to attendance at a technical school or other prescribed classes, and to examinations, shall not apply to such apprentice but he shall be subject to such conditions as the Court may direct.

(f) The Company shall request the Director of Education at the beginning of each year to draw up a syllabus showing the course for the various classes for the year. Such syllabus shall, where possible, include theory as applied to the trade,

craft, occupation or calling to which the apprentices are indentured. A copy of such syllabus shall be furnished to each union concerned, and shall be subject to review by the Court.

(g) Once in each year a report shall be furnished by the foreman and the teacher of the apprentice at the Technical School to the Head of the Branch in which the apprentice is employed on the attendance, conduct, attention, aptitude and progress of each apprentice, and upon any other matter calling for attention.

(h) When an apprentice attends a technical school, vocational classes or other class or classes of instruction during his ordinary working hours, where such is prescribed, the time so occupied shall be regarded as part of the term of his apprenticeship, and the employer shall not be entitled to make any deduction from the wages of the apprentice for such time.

10.—Examinations.

(a) Every apprentice shall be bound to submit himself to Technical School examination at the place and time fixed by the Director of Technical Education.

(b) Every apprentice shall, prior to submitting himself to examination, produce to the examiners a certificate that he has made at least seventy per centum (70%) of attendances at the Technical School or other place of instruction unless he is exempted for such attendance under the provisions hereof, or for other good cause.

(c) If the Company or the industrial union concerned make representations to the Court that the facilities provided by the technical school, or other place of vocational training for the teaching of apprentices are inadequate, the Court may make such investigations and such report to the Minister controlling such technical school, or such other place, as it deems necessary.

(d) The Company shall, when necessary notify the examiners of the names and addresses of the apprentices required to submit themselves to examination.

(e) The Company shall place at the disposal of the examiners such material and machinery on its premises as may be required by them, and shall in all ways facilitate the conduct of the examination.

(f) For the purpose of the examination in the practical work of the trade, the examiners shall be persons skilled in the trade. There shall be two examiners for each trade, one to be appointed by the Company and the other by the union or unions concerned. Failing provision for appointment as aforesaid, the Court may appoint such person or persons as it may deem fit. In the event of a disagreement between the examiners, the matters in dispute shall be referred to a third person, agreed to by them or nominated by the Court or the President at the request of any of the examiners, and the decision of such person shall be final and conclusive.

(g) It shall be the duty of the examiners to examine the work, require the production of the Certificate of Attendance, inquire into the diligence of each apprentice, and submit a report to the Company in writing as to the result of the examination within one (1) month from the date of the holding of the examination but this period may be extended by the Court.

(h) Such examination shall, where necessary, include theory and practice as applied to the trade, industry, craft, occupation or calling to which the apprentice is indentured: Provided, however, that separate examinations conducted by different examiners may be held in (i) practical work; and (ii) theory.

(i) The Company shall, after each examination, issue a certificate in Form "C" to each apprentice indicating his degree of proficiency, taking into consideration the term of apprenticeship served. When the final examination has been passed, the certificate shall also be signed by the examiners, and the apprenticeship agreement duly endorsed.

(j) Whenever it is possible so to do, the examiners shall draw up a syllabus showing what, in their opinion, is the stage of proficiency which an apprentice should attain at each of the examinations prescribed. The syllabus shall be subject to review by the Court at any time, and shall be kept as a record by the Registrar and a copy handed to the examiners before each examination. The said syllabus may be subject to alteration from time to time by the examiners, who shall forthwith notify the Registrar thereof.

(k) A certificate shall be issued to each apprentice showing the percentage of marks obtained in each subject for which he sat at the annual technical examination, with remarks from the Head of Branch as to the manner in which he has carried out his practical work during the preceding year.

(l) The Company shall submit a report to the Court in writing accompanied by the examiners' reports as to the result of the annual examination or examinations within three (3) months of the date thereof.

(m) Shortly prior to the completion of the period of training prescribed or any authorised extension thereof, each apprentice shall be required to pass the final examination test to the satisfaction of the examiners. Upon passing this test, the apprentice shall be provided with a certificate in Form "D" signed by the examiners and the Registrar, and the Head of the Branch, for and on behalf of the Company.

11.—Lost Time.

(a) Time lost in any one (1) year of apprenticeship, except as hereinafter provided, shall be without pay, and shall be made up at the conclusion of each separate period of twelve (12) months at the rate fixed for the period during which such time was lost, and the increased rate of wages shall not apply until such lost time (if any) has been fully made up: Provided that this clause shall not apply to—

- (i) time lost due to accidents on duty up to a maximum of four (4) weeks in any one year;
- (ii) time lost through annual leave and public holidays prescribed by this Award;
- (iii) time lost by duly certified sickness up to a maximum of four (4) weeks in any one year not due to injury sustained as a result of an accident, not arising out of or in the course of his employment or for any accident or sickness arising out of the apprentice's own misconduct or wilful default;
- (iv) time occupied attending technical classes as prescribed during ordinary working hours.

(b) When work is closed down over Christmas and New Year for the purpose of annual holidays, apprentices in their first year, with less than a full year's holidays due, will only be entitled to payment during such period of absence for the number of days' holidays due to them, calculated under the provisions of the Industrial Agreement applicable.

(c) Where time lost through sickness exceeds three (3) consecutive working days, the Company may demand from the apprentice the production of a medical certificate, and a further such certificate or certificates may be required if any time is lost through sickness within seven (7) days from the date of resumption of duty. An apprentice who has been absent for one week (not continuous) in any one (1) year shall, if so instructed by his Head of Branch, furnish a medical certificate for absences of one (1) day only, the cost, if any, of such certificate or certificates, not exceeding seven shillings and sixpence (7s. 6d.) to be borne by the Company.

12.—Guaranteed Week.

The provisions of the "Guaranteed Week" clause as contained in the Agreement shall apply to apprentices.

13.—Miscellaneous.

(a) The Registrar shall prepare and keep the following records:—

- (i) A record of all apprentices and probationers placed with the Company.
- (ii) A record of the progress of each apprentice recording the results of the examiner's reports.
- (iii) Any other particulars the Court may direct.

(b) These records shall be open to inspection by the Company and the unions of workers interested upon request.

14.

(a) The number of apprentices shall not exceed the proportion of one (1) to every two (2) or fraction of the first two (2) journeymen employed; provided, however, that this provision shall not be applied so as to permit of such proportion being exceeded in any particular place.

(b) Provided that the Company may, with the consent of a committee of three (3), consisting of a representative of the Company, a representative of the union concerned, and the Industrial Registrar as chairman, take on new apprentices up to the proportion of one (1) to each journeyman employed.

(c) Notwithstanding anything contained in these Regulations and in the Agreement to the contrary, if through lack of work the Company is unable at any time to find employment and training for an apprentice, and if a transfer to another employer cannot be arranged, the obligations and duties imposed by the indenture may, with the concurrence of the apprentice, his guardian and the union, be suspended for a period agreed upon, or, if no such agreement is arrived at, may be cancelled by the committee, as provided in (b) hereof. The onus of proof of circumstances justifying such cancellation shall be on the Company. This provision shall be deemed to be included in all contracts of apprenticeship now existing and also in all future contracts entered into.

(d) For the purpose of ascertaining the number of apprentices allowed to be taken at any time, the average number of journeymen employed on all working days of the twelve (12) months immediately preceding such time shall be deemed to be the number of journeymen employed.

(e) With a view to determining whether the number of apprentices being trained is sufficient to meet the future requirements of the industry in the matter of skilled artisans, the Registrar may require the Company to furnish him with any specified information relating to the said industry, or relating to the workers engaged therein.

15.

(a) The Company shall not refuse employment to any person, or dismiss any worker from his employment, or injure him in his employment, or alter his position to his prejudice, by reason merely of the fact that the worker is a member of any advisory committee or board, or by reason merely of anything said or done or omitted to be done by any such person or worker in the course of his duty as such member.

(b) In any proceeding for any contravention of this regulation, it shall lie upon the Company to show that any person proved to have been refused employment, or any worker proved to have been dismissed or injured in his employment, or prejudiced whilst acting as such member, was refused employment or dismissed, or injured in his employment, or prejudiced for some reason other than that mentioned in this regulation.

16.

In every application under regulations 6 (e), 6 (g), 7 (b), 7 (c), 7 (d), hereof, the union of workers registered may intervene and make such representations at the hearing as it may deem necessary. In an application under regulation 8 (a) both the Company and union may intervene.

FORM "A"

To: The Registrar, Arbitration Court, Perth.

Please take notice that..... of....., has entered my service on probation as an apprentice to the..... branch of the..... trade on the..... day of..... 19.....

Dated this..... day of..... 19..... (Signature of Employer).....

Particulars Relating to the Apprentice.

Date of Birth..... Standard passed at school..... (Signature of Apprentice)..... (Signature of parent or guardian).....

FORM "B"

Certificate of Service

This is to certify that..... of..... has served..... years..... months at the..... branch of the..... trade. He has attained (or not attained or attained more than) the average proficiency of an apprentice of like experience. The cause of the transfer (or termination) of the apprenticeship is as follows:—

Dated this..... day of..... 19..... (Signature of Employer).....

FORM "C"

PROGRESS CERTIFICATE

This is to certify that

..... now in his..... year of apprenticeship to the..... trade as an apprentice of the Midland Railway Company of Western Australia Limited, has..... the required standard of proficiency of an apprentice of like experience.

Dated the..... day of..... 19.....

..... } Examiners.

(Title of Head of Branch) for and on behalf of the Midland Railway Company of W.A. Ltd.

FORM "D"

FINAL CERTIFICATE

This is to certify that..... of..... has completed the period of training of..... years, prescribed by his Agreement of Apprenticeship and has passed the Final Examination Test to the satisfaction of the examiners for the..... trade.

Dated at..... the..... day of..... 19.....

Served apprenticeship with Midland Railway Company of Western Australia Limited.

Registrar.

(Title of Head of Branch) for and on behalf of the Midland Railway Co. of W.A. Limited.

Examiners.

FORM "E."

The Midland Railway Company of Western Australia Limited.

APPRENTICESHIP AGREEMENT.

THIS Agreement made this ... day of ..., 19..., between the Midland Railway Company of Western Australia Limited (hereinafter called "the Employer") of the first part and ... of ... born on the ... day of ..., 19... (hereinafter called "the Apprentice") of the second part, and ... of (address) ... (occupation) ... Parent (or Guardian) of the said ... (hereinafter called the "Parent" or "Guardian") of the third part witnesseth as follows:—

1. The apprentice of his own free will, and with the consent of the parent (or guardian) hereby binds himself to serve the employer as his apprentice, and to learn the trade of ... for a period of ... years from the ... day of ... one thousand nine hundred and sixty-.....

2. The parent (or guardian) and apprentice hereby for themselves and each of them and each of their respective executors, administrators and assigns, covenant with the employer as follows:—

- (a) That the apprentice shall and will truly and faithfully serve the employer as his apprentice in the said trade, and will diligently attend to his work at the said trade, and will at all times willingly obey the reasonable directions of the employer, his managers, foremen and overseers, and will not during the apprenticeship, without the consent in writing of the employer, sell any goods which the employer makes, or employ himself in the service of any other person or company in any work, or do any work which the employer undertakes, other than for the employer, and will not absent himself from the employer's service without leave, and will comply with the provisions of the Regulations and of all Awards and Agreements made under the Industrial Arbitration Act, 1912-1952, or any other Act in force so far as the same shall relate to his apprenticeship.
(b) That the apprentice will not do or knowingly suffer any damage to be done to the property of the employer.

3. The employer hereby covenants with the apprentice as follows:—

- (a) That the employer will accept the apprentice as his apprentice during the said term, and will during the said term, by the best means in his power, cause him to be instructed in the trade of ... and will provide facilities for the practical training of the apprentice in the said trade.
(b) That the technical instruction of the apprentice when available shall be at the expense of the employer and shall be in the employer's time except in places when such instruction is given after the ordinary working hours.
(c) In the event of the apprentice, in the opinion of the examiner or examiners appointed by the Arbitration Court, not progressing satisfactorily, increased time for technical instruction shall be allowed at the employer's expense to enable the apprentice to reach the necessary standard.
(d) That the employer will observe and perform all the conditions and stipulations of the Industrial Arbitration Act, 1912-1952, or any Act or Acts amending the same, and any regulation made thereunder, as far as the same concern the apprentice, and also the conditions and stipulations of any relative award or industrial agreement for the time being in force.

It is further agreed between the parties hereto:—

- (a) That the apprentice shall not be responsible for any faulty work or for any damage or injury done to materials, work, or machinery, tools or plants other than wilful damage or injury during the course of his work.
(b) That the apprentice whilst under eighteen (18) years of age shall not be required to work overtime without his consent.
(c) This agreement may be cancelled by mutual consent by the employer, the apprentice and parent (or guardian) giving one month's notice in writing to the Industrial Registrar that this Agreement shall be terminated, and thereupon the apprenticeship shall be terminated without prejudice to the rights of any of the parties hereto in respect of any antecedent breach of the provisions of this Agreement.
(d) Other conditions.

5. This Agreement is subject to amendment, variation, or cancellation by the Court pursuant to the powers to that effect contained in or implied by the provisions relating to apprentices contained in the Agreement.

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

Signed, Sealed and Delivered by ... for and on behalf of the said The Midland Railway Company of Western Australia Limited in the presence of ...

(Signature of Employer)

And by the said ... in the presence of ...

(Signature of Apprentice)

And by the said ... In the presence of ...

(Signature of Guardian)

Noted and Registered this ... day of ... 19.....

Registrar.

FORM "F".

TERMINATION OF APPRENTICESHIP.

To the Registrar, Court of Arbitration.

Notice is hereby given that we have mutually agreed to the termination of the apprenticeship of ... to the ... branch of the ... trade, entered into on the ... day ... 19..., between ... (employer) ... (parent or guardian), and ... (apprentice) ... and request that the cancellation be recorded as from ...

Dated this ... day of ... 19.....

Signature of Apprentice.

Signature of Parent or Guardian.

Signature of Employer.

FORM "G".

The Midland Railway Company of Western Australia Ltd.

APPLICATION FOR EMPLOYMENT AS APPRENTICE.

(To be prepared in the handwriting of the Applicant.)

Applications for employment should only be submitted in response to public advertisement.

Each Applicant selected for employment must appear, when directed before the Company's Medical Officer for examination in respect of physical and mental condition. Such applicant must also undergo the Company's test for vision and hearing. Should either examination disclose any bodily or mental infirmity, or that the vision or hearing is not in accordance with the Company's Regulations, such Applicant shall not be eligible for employment.

1. Name in full..... (Surname first)

Postal Address

2. Trade or Trades to which apprenticeship is desired in order of preference:—

- (1).....
(2).....
(3).....
(4).....
(5).....
(6).....
(7).....
(8).....
(9).....
(10).....

3. Date of Birth..... (Registrar's Certificate of Birth or Certified Extract from Birth Entry must be furnished with application, Declaration, fee receipt, record of registry of birth or baptismal certificate will not be accepted for entrance into the Service.)

Proved by Certificate No..... Extract

Entry No.....

4. Place of Birth..... (Town and Country must be shown.)

5. Educational Standard passed—(Form attached must be completed) Date passed (Year).....

6. Height without boots.....feet.....inches.

7. Chest measurement.....inches.

8. Weight.....st.....lb.

9. Have you previously applied for employment in this Company?..... If so—To whom?..... When?

For what position?.....

What reply was received?.....

Quote File No.....

10. Particulars of employment (if any) during the last three years.

Name of employer.....

Nature of Employment.....

Period Employed.....

Whether now Employed.....

11. Are you now employed in this Company, or have you at any time previously been employed in this Company or upon any Railway or Tramway? If so, state:—

Name of the Railway or Tramway.....

Capacity in which employed.....

Length of service.....

Date and cause of service terminating (if applicable)

12. Is any member of your family in the employment of this Company?..... If so, state:—

Relationship

Name

Location

Designation

13. Particulars of testimonials.....

Each applicant must supply one ORIGINAL testimonial together with a copy in his own handwriting. In addition the attached certificate must be completed by the Head Teacher of the School last attended.

14. Any other particulars which the Applicant may desire to add:—

15. Have you been charged in a Police or any other Court? If so, state nature of offence.....

16. Signature and Address of Parent or Guardian (required only in the case of applicants under the age of twenty-one years).....

19.....

Signature of Applicant.

Certificate attached to Form "G"

Education Certificate to be completed by the present head teacher of the school last attended.

Name of School Address

This is to certify that, according to school records

(Name of Applicant)

entered this school on.....from (Date of entry)

School, where he has (Name of previous school)

passed out of the.....Class. He passed the.....Class examination in (Last school examination passed)

19.....

* He is now in attendance and is in the.....Class.

* He left this school on.....19.....and was then in the.....Class.

* Strike out clause not required.

Remarks respecting character and conduct.....

Head Teacher..... (Signature).

Date.....

Signed for and on behalf of The Midland Railway Company of Western Australia Limited, this twenty fourth day of September, 1962, in the presence of—

J. E. Townsend.

J. S. DOWSON, General Manager.

Signed for and on behalf of the West Australian Midland Railway Employees' Industrial Union of Workers this twenty-fourth day of September, 1962, in the presence of—

W. Epps.

C. A. MURRAY, President.

MAURICE FOX, General Secretary.

[L.S.]

INDUSTRIAL AGREEMENT.

No. 21 of 1962.

(Registered 22nd October, 1962.)

THIS Agreement made in pursuance of the Industrial Arbitration Act, 1912-1952, this 18th day of October, 1962, between the West Australian Midland Railway Employees' Industrial Union of Workers (hereinafter referred to as the "Union"), of the one part, and the Midland Railway Company of Western Australia Limited (hereinafter referred to as the "Company"), of the other part, whereby it is mutually agreed by and between the parties hereto as follows:—

1.—Term of Agreement.

The currency of this Agreement shall be for three years commencing from the beginning of the first pay period after the date hereof.

2.—Area and Scope of Agreement.

This Agreement shall apply to all officers employed in the Midland Railway Company of Western Australia Limited, except heads and sub-heads of branches.

3.—Arrangement.

1. Term of Agreement.
2. Area and Scope of Agreement.
3. Arrangement.
4. Interpretation.
5. Probation.
6. Hours of Duty.
7. Saturday and Night Work.
8. Travelling Time.
9. Overtime.
10. Sunday Time.
11. Leave of Absence—Annual.
12. Absence Without Pay.
13. Long Service Leave.
14. Sick Leave.
15. Away-from-home Allowances.
16. Lodging Allowance.
17. Transfer Allowance.
18. Free Passes, Privilege Tickets, etc.
19. Resignations and Retirements.
20. Promotions.
21. Acting in Higher Capacity.
22. Temporary Clerks.
23. General Regulations.
24. Inspection by General Secretary.
25. Preference to Unionists.
26. Offences by Officers.
27. Payment of Salaries.
28. Guaranteed Week.
29. Alterations and Additions.
30. Classification and Rates of Pay.

4.—Interpretation.

For the purpose of this Agreement:—

"Head of branch" shall mean Accountant, Engineer (Civil), Engineer (Mechanical), Stores Superintendent, Traffic Superintendent, Locomotive Superintendent, or such other head of branch as may hereinafter be appointed.

"Sub-head" shall mean the following officers or such other sub-head as may hereinafter be appointed:—Chief Clerk, Audit Inspector, Sub-Accountant, Assistant Engineer (Mechanical), Assistant Engineer (Civil), Workshops Foreman, Per Way Inspector, Traffic Assistant, Assistant Inspector Per Way.

"Company" shall mean the Midland Railway Company of Western Australia Limited.

"Union" shall mean the West Australian Midland Railway Employees' Industrial Union of Workers.

"General Manager" shall mean the General Manager of the Midland Railway Company of Western Australia Limited.

"Home Station.—Whenever the words "home station" are used they shall mean the station to which an officer is attached.

"Married Officer" does not include a married officer whose wife and family are neither resident with nor dependent upon, but includes a single officer who has a parent or child solely dependent upon him and resident in the State of Western Australia.

5.—Probation.

(a) A junior male clerk who within the first two years of his service passes the prescribed examination in:—

- (i) timekeeping; or
- (ii) Railway accounts; or
- (iii) any subject suitable to the branch he has been appointed to,

shall be granted scale increase of salary three months prior to his birthday.

The increase shall apply to future service. However, in respect of Safe Working, the period in which to qualify shall be two and one half (2½) years.

The periods of two (2) years and two and one half (2½) years respectively, mentioned in this subclause, shall be increased by any term served by a Male Junior Clerk as National Service Training requiring leave of absence for a continuous period of not less than three (3) months.

(b) In addition: A junior male clerk who holds a certificate for railway accounts as per subclause (a) hereof and qualifies in safe working, but not before the age of 18 years, shall be granted a further advance of six (6) months on his scale increase and such increase shall apply to his future service.

6.—Hours of Duty.

(a) (i) The hours of duty of officers (other than transport officers) employed in the head and district offices shall be:—

Where a five-day week is worked—Monday to Friday, 8.45 a.m. to 5 p.m., with interval of forty-five (45) minutes for lunch.

Where a six-day week is worked—Monday to Friday, 9 a.m. to 5 p.m., with interval of one (1) hour for lunch; Saturday, 9 a.m. to 11.30 a.m.

(ii) Transport Officers shall not be rostered for more than thirty-seven and a half (37½) hours per week exclusive of Sundays.

(iii) The hours of duty Monday to Saturday as specified in paragraph (i) may be varied in such a manner as is mutually agreed upon between the General Manager and the Union.

(iv) The ordinary hours of duty for all officers shall be worked on Mondays to Fridays inclusive wherever practicable.

(v) Where the ordinary hours of duty cannot be arranged as provided in paragraph (iv) hereof they shall be worked in five shifts, Mondays to Saturdays inclusive, if the requirements of the position make it practicable to do so.

(b) Station Masters, Assistant and Night Station Masters and relief officers shall work forty (40) hours per week exclusive of Sundays.

(c) The spread of shift for station masters, assistant and night station masters, and relief officers shall not exceed ten (10) hours overall, except at stations where the train service renders it impracticable, where the spread may be extended to twelve (12) hours.

(d) (i) There shall be no fixed hours of duty for inspectors or other officers who are required to travel in the performance of their duties. Provided that the total number of hours worked per fortnight by any such officer shall not exceed 96 hours inclusive of travelling time. Provided also that this subclause shall not apply to pay officers.

(ii) For the purpose of this subclause the term "fortnight" shall be deemed to mean "pay fortnight."

(iii) For officers covered by this subclause, time worked in excess of 96 hours in the fortnight shall be adjusted within the following week on a 40 hour basis.

All time not so adjusted and all time worked in excess of ten (10) hours in any one shift, Monday to Saturday inclusive, shall be paid for at the rate of time and one half, subject to the provisions of subclause (c) of clause 8: Provided that time on which penalty rate has been paid on a daily basis will not be subject to the penalty rate on a fortnightly basis.

(iv) When an officer covered by this subclause is brought on duty on Saturday, all the time worked on Saturday in excess of forty (40) hours for the week shall stand alone and be paid for at the rate of time and one half.

(e) All other officers shall work forty (40) hours per week, exclusive of Sundays: Provided that where the present custom is to work a lesser number of hours, such custom shall continue.

(f) No officer shall be booked off for meals or adjustment of hours between 9 p.m. and 7 a.m.

(g) The recognised meal hours for all officers shall be between the following hours:—Breakfast, 7 a.m. to 9 a.m.; lunch, 11.45 a.m. to 2 p.m.; tea, 5 p.m. to 7.30 p.m.; with a minimum of thirty-five (35) minutes for a meal.

(h) (i) Officers brought on duty outside their ordinary rostered hours shall, except where such duty exclusive of meal time is continuous with the ordinary shift, be paid for all such time, with a minimum of three (3) hours pay at the rate applicable to the day where less than three (3) hours are worked.

(ii) Where an officer reports for his rostered shift and is informed that he is not required he shall be paid a minimum of three (3) hours at the rate applicable to the day.

(i) No junior clerk shall, except in cases of emergency, be rostered for duty between the hours of 12 midnight and 6 a.m.

(j) No rostered shift, excepting on a Sunday, shall be less than three (3) hours at the rates applicable to the day.

(k) (i) Except in cases of emergency, or unless in special cases by agreement between the Union and the General Manager, an officer shall not be called on duty unless he has had at least eight (8) hours unbroken rest.

(ii) Where an officer has been called out on emergency after having less than eight (8) hours unbroken rest he shall have at least eight (8) hours unbroken rest before again taking up duty.

(iii) Where an officer is required to come on ordinary duty after only eight (8) hours rest the succeeding rest period shall be ten (10) hours.

(iv) In cases where such officers are required to take up duty with less than the prescribed period of rest, they shall be allowed time at ordinary rates equivalent to that by which the period of rest has been shortened. This subclause shall not apply to officers covered by subclause (d) (i).

7.—Saturday and Night Work.

(a) All time worked on Saturdays shall be paid at time and a half.

(b) All ordinary time worked between the hours of 12.1 a.m. and 6 a.m. and 8 p.m. and 12 midnight, Mondays to Fridays inclusive, shall be subject to the following allowances:—

Adult male officers — 8½d. per hour.

Female and junior male officers — 4d. per hour.

8.—Travelling Time.

(a) Officers in receipt of a salary less than the minimum of the first class will be credited with ordinary time when travelling on duty for the first eight (8) hours, and at half (½) time thereafter up to a maximum of eight (8) hours in any one (1) day.

(b) If travelling time is not adjusted during the week in which it is incurred, such time will be paid for at ordinary rates.

(c) When a sleeping berth is occupied, travelling time between 10 p.m. and 7 a.m. shall not be counted.

(d) When travelling by sea or air, time beyond ordinary day's hours shall not be counted.

(e) This clause shall not apply to officers on transfer or to those who come under the provisions of subclause (d) of clause 6.

(f) Subclauses (a), (c) and (d) shall also apply to officers travelling on Sundays.

9.—Overtime.

(a) Overtime shall mean all time worked in excess of the recognised working hours in any one week, and can only be claimed under the following conditions:—

Less than 30 minutes—not to be paid for.

30 and up to 37 minutes—half an hour.

38 and up to 52 minutes—three-quarters of an hour.

53 and up to 67 minutes—one hour.

68 and up to 82 minutes—one hour and a quarter.

83 and up to 97 minutes—one hour and a half.

And thereafter on a similar basis.

(b) (i) Subject to subclauses (e) (i) and (e) (ii) all time worked in excess of the recognised working hours in any one week shall be paid for at the rate of time and one-half.

(ii) All time worked in excess of ten (10) hours in any one shift shall be paid at the rate of time and one-half for the first two (2) hours and thereafter double time.

(iii) In the case of officers covered by clause 6 (c), all time worked outside of a spread of shift of ten (10) hours shall be paid for at the rate of double time.

(iv) The time on which penalty rate has been paid for on a daily basis will not be subject to the penalty rate on a weekly basis.

(v) The overtime rates shall be computed on the rate applicable to the day on which the time is worked. Provided that double time i.e., twice the ordinary rate, shall be the maximum.

(c) The recognised hours of duty shall be as laid down in clause 6, subclauses (a) to (e).

(d) In computing the number of hours worked per week, time absent on sick leave and holidays, when paid for, shall be treated as time worked.

(e) (i) Any periods up to five (5) minutes on any days are not to count in the week's total.

(ii) Except as provided for in subclause (b) (ii) and (b) (iii) the first two hours' overtime or any portion thereof in any one day may be adjusted within the week it is worked. Such adjustment shall take place by being brought on later or booked off earlier. Any overtime beyond the two hours will stand alone and be paid for as provided for in subclause (b).

(f) The foregoing subclauses (a) to (e) shall apply to—

(i) the head and administrative officers;

(ii) metropolitan and suburban station officers;

(iii) station and other officers at depot stations.

(g) The foregoing subclauses (a) to (e) shall apply also to all other stations regarding overtime worked through—

(i) the late or irregular running of trains;

(ii) the running of special or conditional trains;

(iii) on account of the absence of other members of the staff; or

(iv) increased volume of traffic.

(h) All other overtime worked shall be paid for at the discretion of the General Manager.

(i) Any Officer in receipt of salary in excess of the maximum of the first class shall not be entitled to overtime pay.

(j) The Head of Branch may require any officer to work reasonable overtime at the overtime rates provided under the Agreement and officers shall work overtime in accordance with such requirements.

(k) No organisation party to the Agreement, officer or officers covered by this Agreement, shall in any way, either 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 as shown in subclause (j) above.

(l) The provisions of subclauses (j) and (k) above shall remain in operation only until otherwise determined by the Court.

10.—Sunday Time.

(a) Officers when called upon for Sunday duty shall, if the work is of such a nature that it cannot be carried out within the usual working hours of duty, be paid for all time worked on Sunday at the rate of double time; Christmas Day and Good Friday to be considered as Sundays in so far as this subclause operates.

(b) The following shall be the scale for calculating Sunday time:—

(i) Less than a quarter ($\frac{1}{4}$) of an hour worked in continuance of a shift beginning on a Saturday or in commencement of a shift terminating on a Monday—Nil.

(ii) Any officer brought on duty on Sunday shall be paid a minimum of two (2) hours pay at the rate applicable to the day: Provided that this shall not apply in the case of a shift starting on Sunday and continuing into Monday.

(iii) If an officer works a broken shift on Sunday, a minimum of three (3) hours pay at the rate applicable to the day shall be paid for each section. No broken shift shall consist of more than two parts.

(iv) Where the break of shift is less than four (4) hours, continuous time shall be paid for, provided that one hour for any meal may be booked off without pay at an appropriate time.

(c) No break of shift shall be allowed between the hours of 12 midnight and 7 a.m. or 9 p.m. and midnight.

(d) In computing Sunday time for inspectors, or such officers who have not set hours of duty, the ordinary hours of duty shall be deemed to be those worked at the head and district offices.

(e) The meal hours as prescribed in subclause (g) of clause (6) shall apply as regards Sunday duty.

(f) When an officer other than the station master, assistant station master or night station master is called upon to take charge of a station on a Sunday, he shall be paid for such Sunday duty at a rate not less than the minimum prescribed for the assistant station master or night station master at that particular station.

11.—Leave of Absence—Annual.

(a) (i) After 12 months' continuous service, all officers, other than those referred to in paragraphs (ii) and (iii) of this subclause, shall be entitled to annual paid leave of two (2) weeks and Public Service holidays or days in lieu thereof.

(ii) After 12 months' continuous service, the following officers shall be entitled to annual paid leave of three weeks and Public Service holidays or days in lieu thereof:—

Those officers referred to in clause 6 (d) of this Agreement.

(iii) As from 1st July, 1956, all officers having five (5) years' continuous adult salary service or longer and as from 30th March, 1957, all officers having five (5) years' continuous adult salary and/or wages service or longer and who do not normally work the five-day week, shall commence to accrue annual paid leave of three weeks and Public Service holidays or days in lieu thereof.

An officer shall not be deemed to work a five-day week normally who, in the case of the annual qualifying period, has worked six or more shifts per week on more than 22 occasions.

(iv) As from 1st July, 1957, all officers other than those referred to in paragraphs (i), (ii) and (iii) hereof having 15 years' continuous adult salary and/or wages service or longer shall commence to accrue annual paid leave of three weeks and Public Service holidays or days in lieu thereof.

(v) Days in lieu of Christmas Day and Good Friday will not be granted where double time has been paid in respect of work performed on those days pursuant to the provisions of clause 10 (a) of this Agreement.

(vi) Officers relieving those officers mentioned in paragraph (ii) shall receive the additional week's leave on a pro rata basis in respect of any period of relief broken or continuous exceeding two months in any financial year.

(vii) If any Public Service holiday falls within an officer's period of annual leave and is observed on a day which 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.

(viii) If any Public Service holiday falls on an officer's adjusting day (Saturday or Sunday excepted) he shall be granted a day in lieu thereof.

(b) Leave of absence shall be calculated to the close of each financial year. Officers shall be paid for annual leave and days granted in lieu of Public Service holidays at their classified rates of pay, provided that if immediately before such leave is taken the officer is entitled to payment for acting in a higher capacity and has been so entitled for a period of not less than one (1) month continuously, one period of annual leave and days granted in lieu of Public Service holidays shall be paid for at the rate applicable to such higher capacity position.

(c) The leave shall be taken out at a time convenient to the Company before the 30th June, or 31st December, as the case may be, following the year for which it fell due. At the expiration of that time the leave shall lapse unless such leave shall have been deferred by the Head of Branch or his permission is obtained for its accumulation.

(d) In urgent cases leave in addition to the foregoing may be granted, without pay, for a period not exceeding six months; any Public Service holidays falling due during the period in which an officer is on leave without pay shall not be paid for.

(e) Subject to proviso hereto, any officer with more than six (6) months' service who may resign or be dismissed from the service shall be entitled to receive payment for any holidays pro rata: Provided that if an officer be dismissed for being under the influence of liquor or for drunkenness, he shall be entitled to be paid for such leave (if any) as was due to the 30th June or 31st December as per subclause (c) previous and, if dismissed for speculation or theft from the Company, tampering with ticket issues, or manipulation of the books of the Company he shall not be entitled to payment for any holidays.

(f) If a deceased officer leaves a widow, dependent children, mother and/or invalid sister, payment pro rata of annual leave shall be granted to such dependent or dependents.

(g) When an officer leaves the service for any cause and is entitled to pro rata leave, such leave shall only be calculated up to the last day worked, except when paid sick leave follows working time, when leave shall be calculated to the day on which such sick leave payment ceased.

(h) Officers when clearing days in lieu of public service holidays worked, shall be debited with days on a five (5) day basis irrespective of the day of the week the officer does not normally work.

(i) (i) The Company shall prepare and exhibit a roster not later than 30th September in each year showing the date it is intended to clear the leave due to each officer.

(ii) Leave rosters must not be departed from except with the consent of the officers concerned or for reasons of sickness, accident or emergency traffic requirements. Where an officer's leave has been deferred he shall be notified within one month of the deferment of the date on which he will again be booked off for annual leave, and this date shall become the rostered date.

(iii) With the approval of the head of the branch or his deputy, an officer may exchange leave dates with another officer.

(iv) No general deferment of leave shall take place except by agreement between the General Manager and the Union.

(v) As far as possible officers are not to be booked on annual leave for more than one (1) year in succession between 30th April and 1st September except at the request of the officer concerned.

(j) An officer shall be given at least two (2) weeks' notice before he is booked off on annual leave.

12.—Absence Without Pay.

Any term in excess of three (3) months an officer is absent from duty for any cause without pay shall not for any purpose be included as part of such officer's period of service.

13.—Long Service Leave.

(a) (i) The Company shall grant to any officer who has continued on the Salaried Staff for ten (10) years long service leave for thirteen (13) weeks on full pay, or twenty six (26) weeks on half ($\frac{1}{2}$) pay. For the subsequent period of ten (10) years the same conditions shall apply and thereafter for every seven (7) years similar leave shall be granted.

(ii) Long Service leave shall be paid at the Officers' permanent classified rate of pay provided that if within two (2) weeks before such leave is taken, an Officer has been acting in the one higher capacity position and has been paid for such higher capacity work for not less than twelve (12) months continuously, long service leave shall be paid at the rate applicable to the higher position.

(b) (i) Service prior to attaining the age of eighteen (18) years shall not count in computing long service leave.

(ii) Paragraph (i) hereof shall cease to have effect as from the date of this amendment, to wit 29th day of August, 1962, provided that the service of any officer prior to attaining the age of eighteen (18) years and before that date shall not count in computing long service leave.

(c) Any public holidays occurring during the period in which an officer 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) If a deceased officer leaves a widow, dependent children, mother and/or invalid sister, payment pro rata of long service leave shall be granted to such dependent or dependents.

(e) Officers regressed to the wages staff and re-appointed to the salaried staff, or appointees from wages to salaried staff shall, for the purpose of this clause be treated as if the whole of their service had been served on the salaried staff.

(f) Any officer who resigns or is retired from the service, except as provided for in subclause (g), shall be paid for long service leave due at the time of resignation or retirement. The time of resignation or retirement means the last day such officer worked: Provided that if the officer has completed twenty (20) years continuous service up to the date of resignation or retirement and has attained the age of sixty (60) years he shall be paid for long service leave "pro rata".

(g) Any officer who retires or is retired upon reaching the retiring age, or through ill-health, shall be paid for long service leave pro rata.

(h) When an officer leaves the service for any cause and is entitled to pro rata leave, such leave shall only be calculated up to the last day worked, except when paid sick leave follows working time, when leave shall be calculated to the day on which such sick leave payment ceased.

(i) An officer dismissed from the service shall not be entitled to payment in respect of long service leave other than for leave that had accrued due to him prior to the date of the offence for which he was dismissed.

(j) A female officer resigning from the service for the purpose of getting married and who has been continuously employed for three (3) years and over, shall be granted payment pro rata for her long service leave at the date of retirement, subject to the proviso in subclause (b).

(k) An officer shall be given at least one month's notice before he is booked off on long service leave.

14.—Sick Leave.

(a) Any officer who is incapacitated for duty in consequence of illness or injury shall, as soon as possible advise his superior officer in sufficient time to admit of arrangements being made for the performance of his duties. Any such officer who fails to do so shall be treated as absent without leave.

(b) Any officer so incapacitated for duty shall also notify his superior officer in sufficient time of the date on which he will be able to resume duty, to enable the necessary arrangements to be made.

(c) Should the absence be prolonged beyond two days, the officer shall, except as provided in subclause (d), forward to his superior officer on the third (3rd) day thereof a certificate from any legally qualified medical practitioner showing the nature of the illness and the probable duration.

(d) Any such officer who resides more than five (5) miles from a legally qualified medical practitioner shall intimate the fact to his superior officer within whose discretion it shall lie as to whether a certificate is required or not.

(e) Any officer who finds that he is unable to resume duty on the expiration of the period shown on the first certificate shall thereupon furnish a further certificate and shall continue to do so upon the expiration of the periods respectively covered by such certificates: Provided, however, that the maximum periods between the dates of furnishing any two (2) medical certificates shall be fourteen (14) days.

(f) In cases where incapacity for duty is obvious to the head of the branch, he may relieve the officer of the necessity of providing medical certificates.

(g) Any officer shall, if so directed, present himself for examination by a medical officer, at such time and place as may be fixed.

(h) Any officer who has been absent for three (3) days (not continuous) in one financial year shall, if so instructed by his superior officer, furnish a medical certificate for absences of one (1) day only.

(i) No payment will be made for any absence due to an officer's own fault, neglect or misconduct.

(j) Indisposition, not necessitating confinement to the house, will not be regarded as illness, in respect of which leave of absence will be granted under this clause, excepting under special circumstances to be approved by the General Manager.

(k) When an officer is absent as a result of an accident which occurred on duty and is entitled to compensation in accordance with the provisions of the Workers' Compensation Act, and is due for sick leave on full pay, half ($\frac{1}{2}$) the period of absence only shall be debited against sick leave. Officers due for sick leave on half ($\frac{1}{2}$) pay shall not be granted sick leave when in receipt of compensation.

(l) Sick leave may be granted in one (1) or more periods, but the aggregate amount of leave on pay provided for must not be exceeded.

(m) (i) The basis for determining the sick leave which may be granted to a permanent officer shall be ascertained by crediting the officer with the following periods, such sick leave to be cumulative:—

	Leave on Full Pay Weeks.	Leave on Half Pay Weeks.
On date of permanent appointment	1	$\frac{1}{2}$
On completion of six months' service on permanent staff	1	$\frac{1}{2}$
On completion of 12 months' service on permanent staff	2	1
On completion of each additional 12 months' service on permanent staff	2	1

(ii) To determine the sick leave for which a permanent officer is eligible, the sick leave that has been granted during his permanent service at rates of full pay and half pay respectively shall be deducted from the periods ascertained under the provisions of paragraph (i) of this subclause, provided that in the event of departmental records not being available right back to the commencement of an officer's salaried service, the figure to be used as the amount of sick leave granted to such officer during the service of which there is no record, shall be ascertained by applying a formula agreed between the General Manager and the Union.

(iii) After deduction has been made as provided in paragraph (ii) of this subclause, the period remaining at each rate of pay shall be the leave of absence for which the officer is eligible at the date of application, provided—

(a) that if after such deduction an officer with less than six months' service on the date of commencement of this amended subclause would at that date have less than one week on full pay and one-half week on half pay to his credit, then his credit at that date shall be increased to those amounts;

(b) that if after such deduction an officer with not less than six months' service on the date of commencement of this amended subclause would at that date have less than two weeks on full pay and one week on half pay to his credit then his credit at that date shall be increased to those amounts, but any credit, in excess of the required minimum under the heading of either full pay or half pay shall be applied in reduction of any debit under the other heading or used to establish the required minimum credit under that heading.

(iv) The maximum period allowable with pay in respect of any continuous absence shall not exceed 39 weeks on full pay and 22 weeks on half pay.

(v) Where an officer has been granted 61 weeks' continuous leave with pay he shall not be entitled to receive further leave with pay until he has completed a period of duty not less than four weeks.

(vi) Debits for sick leave granted shall be on the basis of a working week or a part of working week, and shall include all public service holidays occurring during the period of sick-leave, provided that where an officer resumes duty on a day immediately succeeding a public service holiday then the leave shall be regarded as expiring on the working day preceding such holiday.

(vii) If an officer falls sick while on annual leave and produces at the time satisfactory medical evidence that he is unable to leave the house, he may, with the approval of the General Manager be granted at a time convenient to the Company, additional leave equivalent to the period of sickness falling within the rostered period of annual leave, provided that the period of sickness is at least one week. Subject to sick leave credits, the period of certified sickness shall be paid for and debited as sick leave.

(viii) An officer absent on approved long service leave, leave without pay, or an officer who is stood down in pursuance of the provisions of clause 28 of this Agreement, shall not be eligible for sick leave under this clause during the currency of such approved leave or stand down.

(n) (i) An appointee from the wages staff to the salaried staff shall be permitted to retain his sick leave credit at the time of his permanent appointment to the salaried staff or be credited with one week's sick leave on full pay and one-half week's sick leave on half pay, in accordance with subclause (m) (i), whichever is the greater credit.

(ii) In lieu of the provisions of subclause (m), paragraphs (i) to (v) Temporary Clerks, as provided for in clause 22, shall be credited with sick leave (which shall be cumulative) as under:—

(a) Officers with six (6) or less than six (6) months' service—Nil.

(b) Officers with more than six (6) months' service—One week on full pay for each completed six (6) months' service.

(c) If a temporary officer is subsequently appointed in a permanent capacity, he shall be permitted to retain his sick leave credit at the time of his permanent appointment, or be credited with one week's sick leave on full pay and one-half week's sick leave on half pay, in accordance with subclause (m) (i), whichever is the greater credit.

(o) Sick leave shall be paid at the Officer's permanent classified rate of pay provided that an Officer who has been acting in the one higher capacity position and has been paid for such higher capacity for not less than two (2) months continuously immediately prior to his ceasing duty on account of illness, will be paid at the rate applicable to the higher position provided that the Officer resumes duty in the same higher position.

(p) The provisions of subclauses (m) and (n) became effective from 21st day of September, 1951.

15.—Away-from-home Allowances.

Allowances to meet the travelling expenses of officers will be paid as under:—

	Per Day s. d.
(a) Daily allowance for the first fourteen (14) days	51 6
Daily expenses after fourteen (14) days' residence at the same place to be reduced by twenty per cent. (20%).	
(b) Where a married officer is engaged at one station for one continuous period of four (4) weeks or more, the following allowance will be paid:—	£10 10s. per week.

This rate shall apply in lieu of the foregoing subclause (a) and shall operate as from the first day of taking up duty at such station.

(c) The daily rate shall represent in equal portions the expenses for three (3) meals and a bed. For the purpose of computing expenses in the case of arrival at home station, breakfast shall be allowed for if arrival is later than 8 a.m., lunch if later than 1 p.m., tea if later than 6 p.m., and bed if later than 11 p.m. When an officer is proceeding away from home, breakfast shall be paid for if departing at or before 8 a.m., lunch if at or before 1 p.m., tea if at or before 6 p.m., and bed if at or before 11 p.m. When an officer does not incur expenses in obtaining sleeping accommodation, the bed allowance shall not be payable unless approved by the head of the branch.

(d) (i) An officer absent from his home station (not temporarily lodging away from his home station) shall be paid seven shillings and sixpence (7s. 6d.) if the period of absence exceeds ten (10) hours. This shall be deemed to be payment for a second meal. A

further similar payment shall be made where the period of absence exceeds fourteen (14) hours.

- (ii) If an officer in fact incurs expense additional to that which he would have incurred at his home station in procuring his first meal, and submits proof satisfactory to the head of the Branch of such additional expense, he shall be reimbursed the actual additional expense incurred up to a maximum amount of seven shillings and sixpence (7s. 6d.).
- (e) When a sleeping berth is provided, the bed allowance will not apply, except when a bed has been paid for elsewhere for a portion of the night.
- (f) An officer on a weekly rate of expenses sleeping at a barracks where no other accommodation is available shall be charged the sum of one pound, five shillings (£1 5s.) per week.
- (g) Incidental expenses such as cab fares and cartage of personal luggage will be allowed, provided the time away from home station is sufficient to warrant such expenditure.
- (h) Where an officer required to work after his usual finishing time cannot reasonably be expected to go to his home or lodging for a meal, he shall, subject to the approval of the head of the branch, be allowed any expense incurred in obtaining a meal, up to a maximum of seven shillings and sixpence (7s. 6d.). This clause shall not operate where the excess time does not exceed one (1) hour.
- (i) In cases where an officer is engaged at other than his home station in receipt of weekly rate of allowance, and is temporarily away from such station, the daily allowance will be paid in lieu of the weekly rate for the period of such temporary absence, for twenty-four (24) hours or over; if the absence is less than twenty-four (24) hours, reasonable actual expenses will be paid.
- (j) Where an officer is relieving on expenses for a period of less than four (4) weeks, he shall not receive greater payment for relieving expenses than he would have received if he had been relieving for four (4) weeks.
- (k) Any unmarried officer who is required to undertake duties away from his headquarters, and who remains at one foreign station for one continuous period of four (4) weeks or more shall be paid an allowance at the rate of ninety-four shillings and sixpence per week: Provided that this provision shall not apply where an officer is able to return to his home station daily.
- (l) Subclauses (b), (j) and (k) will not apply until an officer has received information that his stay at one place will be of such duration as to bring him under the provisions of these subclauses.
- (m) In the case of officers whose salaries have been placed in a range outside the fixed classes, the away-from-home allowance shall be paid at the rate provided for the class in which the minimum rate of salary of the officer concerned is embraced.
- (n) In special cases the scales set out in subclauses (a) and (b) hereof may be increased by the Company in order to meet additional costs reasonably incurred, evidence of which shall be produced.
- (o) In special cases the above scale may be increased by the Company.
- (p) All officers who travel on official business with, and remain in the company of an officer entitled to higher rates than those applicable in paragraph (a) hereof, shall be paid at such rates if the last mentioned officer certifies accordingly.

16.—Lodging Allowance.

- (a) Any junior under nineteen (19) years of age who, in the opinion of the head of the branch, is obliged to reside away from his home owing to the requirements of the Company, shall be granted a board and lodging allowance equivalent to the difference between his annual salary and that provided for a junior aged nineteen (19) years.
- (b) No allowance under this clause will be continued—
- (i) during absence from duty without pay;
 - (ii) during any period of annual leave;
 - (iii) during any period of other absence from duty with pay unless the officer concerned continues to reside away from his home;
 - (iv) during any period (after the expiration of one (1) month) which the officer is continuously in receipt of travelling or away from home allowance.
- (c) during such time as payment is applicable under this clause a junior officer shall not be entitled to payment of the allowance provided under clause 17 (g).

17.—Transfer Allowance.

- (a) Any officer transferred from one station to another over one (1) mile distant involving a change of residence shall—
- (i) be paid not less than Thirty pounds (£30) for a married officer and Three Pounds (£3) for a single officer. A married officer who does not transfer his family shall be treated as a single man: Provided that, should he subsequently transfer his family, he shall be entitled to the difference between the rates for single and married men;
 - (ii) be paid such further out of pocket expenses (if any) as the General Manager in his discretion shall decide to have been reasonably incurred;
 - (iii) be granted free passes for self and family and free railway transport of his furniture and effects, including one (1) cow or two (2) goats and one (1) dog;
 - (iv) no officer shall lose time by reason of being transferred.
- (b) Any officer who is transferred from one place to another to suit himself, or who is transferred by way of punishment, shall be entitled to the provisions of subclause (iii) only.
- (c) Married officers shall be allowed one (1) day for packing and one (1) day for unpacking.
- (d) The granting of an allowance in excess of that provided to meet special cases shall be at the discretion of the General Manager.
- (e) Officers transferred to districts necessitating travelling a full night shall be supplied with sleeping berths for themselves and families on trains which have the accommodation provided such berths are available.
- (f) No married officer shall be transferred for a less period than three (3) months. If required to work temporarily away at another depot or station for relief or other purposes for a less period he shall be paid away-from-home allowance as per clause 15.
- (g) Any officer transferred (other than at his own request, unless to conserve his seniority or to obtain promotion) and unable to secure housing accommodation, may be granted expenses, at the discretion of the General Manager, on the following basis:—
- (i) Married Men.—The sum of eighty shillings (80s.) per week until such time as suitable accommodation is available or for a period of six (6) months, whichever shall be the shorter. The term "married men" shall, for this purpose, also include widowers and others with dependants.
 - (ii) Single Men.—Actual reasonable out-of-pocket expenses, but in each case details of the expenses shall be submitted and all items in excess of five shillings (5s.) must

be supported by receipted vouchers, provided, however, that such payment shall be limited to a period of six (6) months and shall not exceed fifty shillings (50s.) per week.

(h) An officer required to transfer permanently from one station to another shall be given at least ten (10) days' notice on the actual date of transfer.

18.—Free Passes, Privilege Tickets, Etc.

(a) After twelve (12) months' continuous service an officer shall be allowed three (3) first class passes per annum as under:—

One Station to Station pass on the occasion of the annual leave or long service leave, to cover the full term of leave due.

Two privilege passes from one given station to another and return.

In addition to the officer, the passes shall be available for his wife and members of his family under eighteen (18) years of age unmarried, unmarried daughters over eighteen (18) years of age, and the parents of an officer; provided they are resident with and dependent upon him for support. A widower with his child or children resident with him and who regularly employs a housekeeper may at the discretion of the General Manager be granted passes for such housekeeper. In like manner, an unmarried officer supporting younger brothers and/or sisters may be granted such passes for such housekeeper.

(b) Upon request an officer may be granted a separate station to station pass for his wife and dependants, as mentioned in subclause (a) hereof, where it is inconvenient for both to travel at the same time.

(c) After six (6) months' continuous service an officer shall be entitled to the passes mentioned in subclause (a) in proportion to length of service. Should any officer through illness be unable to use his station to station pass on the occasions of his annual leave, he shall be entitled to the use of such pass on the occasion of taking leave without pay during the year in which same is due.

(d) An officer who resigns or is retired from the service and has leave due shall be granted a free pass, station to station, for the term of such holiday, provided that, should an officer not have given the requisite notice or obtained the consent of the Head of the Branch to leave the service, as provided for in clause 19, he shall forfeit all claim to any passes he would otherwise have been entitled to under the provisions of this clause.

(e) (i) Officers in isolated parts may be issued free passes, at the discretion of the head of the branch, for the purpose of obtaining medical, optical and dental attention.

(ii) Officers working away from home station shall be entitled to a free pass to enable them to visit their home station at intervals of not less than once per fortnight, provided that the work on which they are engaged will permit of their doing so. No travelling time shall be paid, provided also, that this clause shall not operate to increase or decrease the rate of expenses the officer would otherwise be entitled to.

(f) Free passes shall not apply on the Company's road passenger buses (except as may be provided for in any special instructions issued by the General Manager from time to time) nor on any race or hired specials, guaranteed special, or special excursion trains, within a 50-mile radius, or when in the opinion of the station master, or authorised person at the station or stopping place where the worker desires to commence his journey, there is not ample room on the train.

(g) Market Passes.—Officers stationed outside suburban areas will be issued market passes once per month to the most convenient market town. The passes may be issued in favour of the officer, his wife, or his housekeeper, and children between the ages of five (5) and fourteen (14) years. An officer's wife or housekeeper may be granted a market pass which may include a perambulator or go-cart, once per fortnight, if required.

(h) Free Freight.—Domestic supplies up to a maximum weight fortnightly of two (2) hundredweight for married men and one (1) hundredweight for single men shall be carried free by rail to home station from the most convenient market town, and in addition meat, bread, vegetables and dairy produce, when not obtainable locally, shall be carried free from the nearest town where same are procurable. All such supplies must be for the sole use of the officer and his family.

(i) Market Towns.—The following shall be approved market towns:—Midland, Gingin, Moora, Coorow, Carnamah, Three Springs, Mingenew, Dongara, Walkaway.

(j) Privilege Tickets.—After six (6) months' continuous service, an officer shall be allowed privilege return tickets for himself, wife and members of his family under eighteen (18) years of age unmarried, also unmarried daughters over eighteen (18) years of age, and his parents, provided they are resident with and dependent upon the officer's earnings. The charge for privilege tickets to be half ($\frac{1}{2}$) single fare for the return journey with a minimum of two shillings (2s.) for adults and one shilling (1s.) for children.

(k) For the purpose of this clause, a member of the family shall be deemed to be dependent provided such member's income does not exceed ninety shillings (90s.) per week exclusive of old age or invalid pension, but a member of the family temporarily out of employment shall not be deemed to be dependent.

19.—Resignations and Retirements.

(a) No officer shall leave the Company's service until the expiration of four (4) weeks' written notice of his intention so to do without the approval of the General Manager.

(b) Four (4) weeks' written notice shall be given by the Company to any such officer whose services are no longer required; provided that this subclause shall not apply to cases of summary dismissal for misconduct.

(c) In the event of either the Company or the officer failing to give the prescribed notice, salary shall be paid or forfeited as the case may be, to the extent by which the actual written notice given falls short of four (4) week's notice. Salary so forfeited by the Officer may be deducted from any salary due to such officer at the time of his leaving the service of the Company. Provided that where both parties agree to the acceptance of notice of less than four (4) weeks, no penalty shall be imposed.

(d) When the final day or days of the period of a notice of resignation fall on a public service holiday or holidays and the officer is not required to work on such day or days, then the Officer's service shall be deemed to have ceased on his last day of working.

20.—Promotions.

(a) Promotion and the selection of an officer to act in a higher position shall be governed by relative ability, suitability, record and experience. If everything else is deemed equal, the senior officer shall be selected for promotion.

(b) As a general rule, officers and employees of the branch in which the vacancies occur will be promoted to the higher position, but the General Manager may, when he considers it advisable, for the good of the service, select an officer from one branch for a position in another, either in the same or in a higher class.

(c) When considered necessary, a person from outside the service may be appointed to any position in the service; provided that there is not an officer in the service capable of filling the position.

(d) No officer shall refuse compliance with any order directing his transfer from one position to another, but if on appeal the General Manager is satisfied the objection is sound, then such officer shall not be penalised.

(e) An officer desiring to be passed over in the event of promotion being offered shall, if his request be acceded to, forfeit all claim to promotion for two (2) years, but if good and sufficient reason be given the General Manager, he may restore such claim.

(f) (i) All officers promoted to a higher position shall be subject to a probationary period of six (6) months and be paid the minimum rate of salary assigned to the class to which they are promoted. At the end of such period the head of the branch shall report to the General Manager as to the fitness of the officer for the higher position; if the report is satisfactory, the appointment will be confirmed as from the date of taking up duty. If unsatisfactory, the officer will be provided for at the same salary as he was in receipt of prior to the period of probation in the higher position and shall revert to his previous position on the seniority list.

(ii) When an officer has acted in a higher capacity for such period that he is entitled to payment in advance of the minimum salary of such position, he shall if subsequently appointed to the class next in advance of his normal classification be credited, for the purpose of salary payments only, with such acting time. If such Officer has not become entitled to payment in advance of the minimum salary he shall be credited with the acting time provided it is continuous with the higher appointment.

(g) When a vacancy occurs in the service, if the senior officer is not selected for promotion, application shall be called from officers in the class lower to that in which the vacancy occurs. In addition, at least seven (7) days notice shall be given of the closing of applications.

(h) A list of promotions shall be published within 14 days of approval, and any officer who considers that he has been unjustly passed over may appeal in the first place to the head of his branch, and, if not satisfied with the latter's reply, may then appeal to the General Manager, whose decision shall be final. But no appeal will be considered unless forwarded so as to reach the head of the branch within 14 days after receipt of the advice and the General Manager within 14 days after the date of receipt of the reply from the head of the branch.

21.—Acting in Higher Capacity.

(a) (i) When an officer performs the duties of a particular position higher than that in which he is classified for a continuous period exceeding ten (10) ordinary working days he shall be paid from the end of such qualifying period the minimum salary attached to the higher position whilst continuing to perform the duties of that position.

(ii) After relieving in a particular position higher than that in which he is classified for a period of eight (8) weeks, continuous or broken and not necessarily in one financial year, an officer not already in receipt of the minimum salary attached to that position shall be paid such minimum from the beginning of any further or subsequent period of relief.

(iii) For the purpose of this subclause positions in the same Branch carrying similar titles and the same classification shall be grouped as one position.

(b) An officer called upon to occupy a higher position temporarily shall be entitled to increments as though he had been permanently promoted to such position: Provided that in the case of the first increment the officer shall have performed the higher duties and shall have been paid at the higher rate for twelve (12) months continuous or broken period: Provided further, that the officer shall be entitled to receive a second increment if he shall have performed the higher duties and shall have been paid at the higher rate for two (2) years' continuous or broken period. Absence on annual leave, long service leave, or sick leave when paid at the higher rate shall count as service for the purpose of this subclause.

22.—Temporary Clerks.

Temporary Clerks shall not be engaged in any position classified above the sixth (6th) class.

(a) The provisions of clauses 6, 7, 8, 9, 10, 11, 14, 15, 17, 18, and 25 will apply to temporary clerks.

(b) The provisions of clause 19 provided that the notice of leave received and given shall be one (1) week in lieu of four (4) weeks shall apply to temporary clerks.

(c) The rate of pay shall be:—First six (6) months—basic rate plus margin £5 5s. 6d. per week; after six (6) months—basic rate plus margin £5 17s.

23.—General Regulations.

An officer who is required to attend any examination required by the Company shall be granted pay and expenses in accordance with clause 15 for any period for which he is necessarily absent from his ordinary duties in connection therewith.

24.—Inspection by General Secretary.

The General Secretary or such other accredited representative of the Union desiring to enter on to railway premises on *bona fide* Union business concerned in the maintenance of the Agreement and appropriate working conditions shall be given entry if he makes application to the officer-in-charge of the depot or station and states the nature of his business.

25.—Preference to Unionists.

Preference shall be given to unionists with regard to employment, except in the case of juniors.

26.—Offences by Officers.

(a) Each officer shall himself provide, when called upon, with the least possible delay, any report or statement which may be required by the officer-in-charge.

(b) An officer who is suspended from duty for any reason shall not be kept under suspension in excess of six (6) days excluding Sundays or holidays following the date on which he was suspended. Except in cases where dismissal follows suspension an officer shall be paid for any time under suspension in excess of the six (6) days referred to, provided the officer has not delayed the submission of his explanation of the offence for which he was suspended.

(c) Where an officer has been fined an amount exceeding one (1) day's pay, the amount to be deducted from any fortnightly pay shall not be greater than one (1) day's pay, except with the consent of the officer concerned.

(d) Where an officer exercises his right of appeal no deduction shall be made from his salary in respect of any fine until a final decision has been given.

27.—Payment of Salaries.

(a) Salaries shall be paid fortnightly.

(b) A day's salary shall be calculated as one-tenth (1/10th) of a fortnight's salary in the case of officers working a five-day week, and one twelfth (1/12th) of a fortnight's salary in the case of an officer working a six-day week.

(c) The salary for a fortnight shall be computed by dividing the yearly rate by three hundred and thirteen (313) and multiplying the result by twelve (12).

28.—Guaranteed Week.

(a) The Company shall normally guarantee to each officer a full week's work exclusive of Sunday work, but if during any period, by reason of any action on the part of any section of its workers or for any cause beyond its control it finds itself unable to carry on either wholly or partially the complete running of trains, services, workshops, or other normal operations, to employ only such officers (if any) as it considers can be usefully employed, and for such hours only as it considers necessary, and during such period no officer shall be paid except for such time as shall be actually worked by him. Provided that officers who are required to attend for work, and do so attend on any day shall be paid a minimum of one day's pay at ordinary rates.

(b) An officer stood down in accordance with the foregoing provisions shall not lose any sick leave or other rights or privileges to which such officer

would ordinarily be entitled; provided that this provision does not entitle an officer to payment for any public service holidays falling during such period of stand down.

29.—Alterations and Additions.

(a) If during the currency of an Award or Agreement between the Company and the Union or Unions representing its employees, any alteration or addition is made to an existing Award or Agreement between the W.A. Government Railways Commission and a Union or Unions representing its employees, such alterations or additions shall automatically apply to similar employees of the Company from the same date as it applies to the employees of the Commission.

Provided that—

- (i) the Union or Unions concerned and the General Manager may mutually agree that such alterations or additions shall not apply to the Company;
- (ii) if either party objects to being bound by such alterations or additions it may within twenty-one days of any such alteration or addition being made or approved by the Court submit the question or questions involved for the decision of the Court of Arbitration and the question whether the Company or the Union shall be bound by all or any of the alterations or additions so made shall be subject to the determination of the Court which shall also determine the date or dates such alterations or additions shall apply to the Company.

(b) The Union or Unions concerned shall notify the Company within 10 days after any alteration or addition has been made.

30.—Classification and Rates of Pay.

(Note.—The basic rate as referred to in this Agreement shall be that as determined from time to time by the State Court of Arbitration.)

(a) All positions set out in subclause (d) of this clause are in their respective proper classes.

(b) The Company shall, as soon as possible after coming into force of this Agreement, issue a printed classification for each officer, showing the officers in their order of seniority, positions occupied and salaries, in branch and section groups, with date of appointment to salaried staff and date of appointment to classified position.

(c) Nothing in this classification shall lower the rate of salary any officer was in receipt of at the coming into force of the Agreement.

	Margin Above Basic Rate Per Annum £
(d) First Class	615-665
Goods Agent, Midland; Station Masters, Moora and Mingenew.	
Second Class	560-585
Station Master, Watheroo, Coorow, Carnamah, Three Springs and Sub Fore- man Fitter.	
Third Class	505-530
Accounts Clerk and Stores Clerk.	
Fourth Class	450-475
Station Masters, Gingin, Dongara, Mogumber, Ar- rino and Relief Officer.	
Fifth Class	355-390-425
Assistant Goods Agent, Mid- land; Night Officer, Mid- land; Assistant Sta- tion Masters, Moora, Watheroo, Coorow, Car- namah, Three Springs and Mingenew; Night Station Masters, Wathe- roo and Mingenew; Re- lief Officer.	

(e) Male Junior Officers.—The Salaries of all male officers under the age of 21 years shall be—

	Percentage of Basic Rate Per Annum or Margin Above Basic Rate Per Annum %
Under 16 years of age	55½
16 years of age	64
17 years of age	74
18 years of age	89
19 years of age	£35
20 years of age	£130

(f) Male Adult Officers.—Male adult officers other than goods agents, station masters, assistant station masters, night station masters, and relief officers shall be classified into eight classes and the rates for each class shall be—

	Margin Above Basic Rate Per Annum £
Sixth Class:	
21 years of age or 1st year of adult service	200
22 years of age or 2nd year of adult service	235
23 years of age or 3rd year of adult service	275
24 years of age or 4th year of adult service	315
25 years of age or 5th year of adult service	350
26 years of age or 6th year of adult service	385
27 years of age or 7th year of adult service	425

(g) Female Junior Clerks.—The salaries of female junior clerks under the age of 21 years shall be—

	Percentage of Female Basic Rate Per Annum or Margin Above Female Basic Rate Per Annum %
Under 16 years of age	70
Under 17 years of age	75
17 years of age	86
18 years of age	95
19 years of age	£30
20 years of age	£95

(h) Female Adult Clerks.—The salaries of female adult clerks shall be:—

	Margin Above Female Basic Rate Per Annum. £
21 years of age or 1st year of adult service	160
22 years of age or 2nd year of adult service	200
23 years of age or 3rd year of adult service	230
24 years of age or 4th year of adult service	260
25 years of age or 5th year of adult service	290

(i) A male officer in Class 6 or male junior officer who is a married officer within the meaning of the definition of this Agreement shall, on the approval of the General Manager be paid an allowance equivalent to the next higher grade than the rate of pay according to age or year of adult service within a maximum margin inclusive of such allowance of £425 per annum over the basic rate. Payment of the said allowance, when approved, shall operate from the commencement of the salary pay period following receipt by the Head of the Branch of the declaration of marriage form from the officer concerned unless approval of the Head of the Branch is given to payment from an earlier date.

(j) (i) If a male officer is retained on the maximum margin of the fifth class (clerical or station officer) for three years and has not refused promotion to a higher class, and the head of his branch certifies that such officer is eligible and would be recommended for promotion on the grounds of good conduct and efficiency, he may be

paid, on approval of the General Manager, an allowance of £35 per annum. An officer shall be deemed to have refused promotion when, in the opinion of the General Manager, he has failed to apply for promotion for which he is eligible within his own branch without reasonable excuse which shall be limited to health and/or family reasons.

(ii) If such officer is subsequently promoted to Class 4 he shall be entitled to advancement to the maximum of that class from the date of taking up duty in the class or 12 months from the date he received the allowance, whichever is the later.

(k) (i) An adult female clerk who either—

(a) passes an efficiency examination in shorthand writing at a speed of 100 words per minute and typewriting at a speed of 50 words per minute; or

(b) passes an examination in typewriting at a speed of 35 words per minute, and in the operation of accounting and listing machines, shall, subject to the certification of the head of the branch as to her good conduct, diligence and efficiency, be paid an allowance of £25 per annum which shall be increased to fifty-five pounds (£55) per annum on completion of at least two (2) years service on the margin prescribed for twenty-five (25) years of age or fifth year of adult service.

(ii) The examination referred to in (i) above shall be as approved by the General Manager, and continued payment of the allowance shall be subject to receipt by the General Manager of an annual certification from the head of the branch as to the officer's continued good conduct, diligence and efficiency.

(l) A female clerk who has been retained on the maximum margin prescribed in subclause (h) for a period of five years, and who is not in receipt of the allowance provided in subclause (k) of this clause shall, subject to the certification of the head of the branch as to her good conduct, diligence and efficiency, be paid an allowance of £25 per annum.

(m) A female clerk who has completed not less than 20 years' continuous permanent service shall be paid an allowance of £30 per annum, such allowance to be in addition to the allowance provided in subclauses (k) and (l) of this clause.

(n) Officers occupying the positions set forth in subclause (d) shall be paid a salary not less than the minimum provided for the class in which such position has been classified: Provided that, where an officer has been on the minimum intermediate or maximum of his class he shall be advanced to the equivalent range under subclause (d) Officers who are classified on range of salary outside the schedule of salaries shall be advanced similarly to those coming under the general schedule. Provided that the foregoing provisions of this subclause shall not apply to any specified position which has been reclassified.

(o) Officers (other than juniors) occupying all other positions will be paid the salary set forth in the sixth class subclause (f).

(p) Advancement from minimum to maximum of any class, including male junior and female junior and adult scales, shall be by yearly increment: Provided such advancement shall be approved by the General Manager upon satisfactory report from the head of the branch in which the officer is employed, of his or her conduct, diligence and efficiency, and provided also, that the advancement in salary shall not be granted to an officer if the General Manager determines that such officer has not performed his or her duties satisfactorily for the preceding 12 months, or that such officer has been guilty of misconduct which, in the opinion of the General Manager, justifies the postponement or refusal of the advancement.

(q) An officer who is unable from any cause to perform the duties of his position and is in consequence provided with employment in another position in a lower class shall, unless the General Manager directs otherwise be paid the maximum rate for the class in which he has been provided.

(r) An officer who has been promoted and has not taken up his new position shall be paid at the salary margin applicable to the new position after three months from the date of his appointment unless the delay is due to circumstances beyond the control of the Company: Provided that where an appeal has been lodged, the date of appointment shall be deemed to be the date of the decision of the Appeal.

(s) Nothing in this Agreement shall be deemed to limit the power of the General Manager to pay any officer at a higher rate than that prescribed in any case, where he may consider the same to be merited or warranted by the officer occupying such position.

(t) The rates of pay for all officers shall be subject to adjustments in accordance with basic wage declaration of the State Arbitration Court: Provided that the basic wage payable shall be the nearest multiple of £5 to the result obtained by multiplying the State weekly basic wage by fifty-two and one-sixth (52½).

Signed for and on behalf of the Midland Railway Company of Western Australia Limited, this 18th day of October, 1962, in the presence of—

J. E. Townsend.

J. S. DOWSON,
General Manager

Signed for and on behalf of the West Australian Midland Railway Employees' Industrial Union of Workers, this 18th day of October, 1962, in the presence of—

W. Epps.

C. A. MURRAY,
President.
MAURICE FOX,
General Secretary.

[L.S.]

VERMIN ACT, 1918-1960.

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

NOTICE is hereby given, under section 98 of the Vermin Act, 1918-1960, that all owners or occupiers or owners and occupiers of any holdings either owned, rented or leased within the whole of the vermin districts shown in the schedule below shall on the respective appropriate date shown in the said schedule commence the work of destroying rabbits upon such holdings and upon the roads bounding and intersecting such holdings.

The work shall be continued and systematically carried out until the respective appropriate date further shown in the said schedule.

The means to be adopted shall be "free feeding" with unpoisoned baits in well-defined trails for no less than three nights in succession, followed by the laying of poisoned baits. Baits to be comprised of oats or apples with "1080" poison.

Schedule.

District; Date of Commencement of Work; Work Carried Out Until.

Koorda Vermin District; 18th February, 1963 to 31st May, 1963.

Mt. Marshall Vermin District; 18th February, 1963 to 31st May, 1963.

Mukinbudin Vermin District; 18th February, 1963 to 31st May, 1963.

Nungarin Vermin District; 18th February, 1963 to 31st May, 1963.

Kununoppin-Trayning Vermin District; 18th February, 1963 to 31st May, 1963.

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

VERMIN ACT, 1918-1960.
Merredin Vermin District.

NOTICE is hereby given, under section 98 of the Vermin Act, 1918-1960, that all owners or occupiers or owners and occupiers of any holdings either owned, rented or leased within the whole of the vermin district shown in the schedule below shall on the appropriate date shown in the said schedule commence the work of destroying rabbits upon such holdings and upon the roads bounding and intersecting such holdings.

The work shall be continued and systematically carried out until the appropriate date further shown in the said schedule.

The means to be adopted shall be "free feeding" with unpoisoned baits in well-defined trails for no less than three nights in succession, followed by the laying of poisoned baits. Baits to be comprised of oats or apples with "1080" poison.

Schedule.

District; Date of Commencement of Work; Work Carried Out Until.

Merredin Vermin District; 18th February, 1963 to 31st May, 1963.

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

APPOINTMENTS.

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

Registrar General's Office,
Perth, 19th December, 1962.

THE following appointments have been approved:—

R.G. No. 29/61.—Mr. Leslie George Archelaus Jenkins, as District Registrar of Births, Deaths and Marriages for the Broome Registry District, to maintain an office at Broome, during the absence on leave of Mr. Ernest James Blake; this appointment dates from 7th December, 1962.

R.G. No. 36/61.—Mr. William Fellowes, as District Registrar of Births, Deaths and Marriages for the Fremantle Registry District, to maintain an office at Fremantle, *vice* Mr. Gregory Maurice Hickey; this appointment dates from 12th December, 1962.

R.G. No. 41/61.—Mr. Ronald John Gething, as District Registrar of Births, Deaths and Marriages for the Mount Magnet Registry District, to maintain an office at Leonora, during the absence on leave of Mr. Owen McDonald Smith; this appointment dates from 7th December, 1962.

R.G. No. 44/61.—Mr. Denis Peter Manea, as District Registrar of Births, Deaths and Marriages for the Moora Registry District, to maintain an office at Moora, during the absence on leave of Mr. Kevin William Sheedy; this appointment dates from 13th December, 1962.

R.G. No. 88/61.—Mr. Peter George Thobaven, as Assistant District Registrar of Births and Deaths for the Port Hedland Registry District, to maintain an office at Marble Bar, during the absence on leave of Mr. Ronald Fred Rasmussen; this appointment dates from 13th December, 1962.

R.G. No. 107/61.—Constable Alan Albert Kibblewhite, as Assistant District Registrar of Births and Deaths for the Katanning Registry District, to maintain an office at Ravensthorpe, during the absence on leave of Constable Frank Anthony Phillips; this appointment dates from 3rd December, 1962.

R.G. No. 114/61.—Mr. James Bernard Christie, as Assistant District Registrar of Births and Deaths for the Katanning Registry District, to maintain an office at Wagin, during the absence on leave of Mr. Norman William Ferstat; this appointment dates from 10th December, 1962.

E. J. BROWNFIELD,
Registrar General.

REGISTRATION OF MINISTERS.

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

Registrar General's Office,
Perth, 19th December, 1962.

Appointments.

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

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

Church of England.

2100/62; 18/12/62; Rev. Ross Barrington Ball, Th.L.; 29 Davies Crescent, Gooseberry Hill; Canning.

2096/62; 30/11/62; Rev. Frederick Geoffery Beyer, B.Sc., Dip.Ed., Th.A.; The Rectory, Albany; Plantagenet.

2097/62; 11/12/62; Rev. Leslie Henry Drage; The Rectory, 54 Pangbourne Street, Wembley; Perth.

2103/62; 18/12/62; Rev. Lawrence Stanley Richard Gilbert Davies; The Rectory, Kent Street, Rockingham; Fremantle.

Roman Catholic.

2102/62; 18/12/62; Rev. Willem van Baar; The Presbytery, Davies Crescent, Kalamunda; Canning.

2079/56; 14/12/62; Rev. Francis Xavier Schembri, S.S.P.; The Presbytery, 2 Fraser Street, Swanbourne; Perth.

2119/56; 14/12/62; Rev. Denis Joseph Lenihan, P.P.; Catholic Presbytery, Chidlow; Swan.

Churches of Christ in Western Australia (Inc.).

2098/62; 11/12/62; Mr. George Rex Frederick Ellis; 35 Ninth Avenue, Maylands; Perth.

Australian Aborigines Evangelical Mission.

2061/58; 14/12/62; Rev. Robert Stanley Stewart; Cundeelee, via Zanthus; East Coolgardie.

Gospel Lighthouse of the International Church of the Four Square Gospel in W.A.

2099/62; 11/12/62; Rev. William Edward Pope; 17 Miller Avenue, Redcliffe; Perth.

2101/62; 18/12/62; Rev. Radiance Maud Rodway; 59 King George Street, Victoria Park; Perth.

Cancellations.

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

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

Church of England.

194/61; 30/11/62; Rev. William Henry Charles Hyde, M.A.; Guildford Grammar School, East Guildford; Swan.

Roman Catholic.

2082/62; 14/12/62; Rev. Denis Bernard Lyons; The Presbytery, Kojonup; Katanning.

Baptist Union of Western Australia (Inc.).

2074/60; 1/1/62; Rev. Leonard George Stapleton; Baptist Manse, Albany; Plantagenet.

Churches of Christ in Western Australia (Inc.).

201/61; 31/10/62; Mr. Lloyd George Cooke; 35 Ninth Avenue, Maylands; Perth.

The Seekers Christian Fellowship.

220/61; 6/12/62; Mr. Arthur Samuel Webb; 26 Edward Street, Bedford Park; Perth.

The Reformed Church of Perth.

226/61; 12/12/62; Rev. Pieter van der Schaaf; 156 Shepperton Road, Victoria Park; Perth.

Gospel Lighthouse of the International Church of the Foursquare Gospel in W.A.

2052/61; 5/12/62; Rev. Peter John Wade; 37 Lyons Street, Cottesloe; Perth.

United Aborigines Mission.

2052/56; 12/12/62; Mr. Ernest Faulkner; United Aborigines Mission, Fitzroy Crossing; West Kimberley.

E. J. BROWNFIELD,
Registrar General.

COMPANIES ACT, 1943-1954.

Copy of Resolution or Agreement.

(Pursuant to Section 121.)

Sunny West Co-operative Dairies Limited.

I, JASPER PATRICK NORTON, of Benger, Western Australia, do hereby certify that at a general meeting of members of the Sunny West Co-operative Dairies Limited duly convened and held at Bunbury on the 6th day of December, 1962, the following special resolution was duly passed or adopted:—

- (1) That in Article No. 10 the words "two Directors" be deleted and the words "one Director" be substituted therefor.
- (2) That in Article No. 103, following the words, "Each voting paper shall be signed by the Shareholder", the words "and the signature witnessed" be omitted. That in 103 (3), following the words, "is not signed by the voter", the words "and the signature of the voter attested" be omitted.

Dated this 17th Day of December, 1962.

J. P. NORTON,
Chairman of the Meeting.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Margaret Agnes Smith, late of 23 Blencowe Street, Leederville, in the State of Western Australia, Divorcee, deceased.

ALL claims or demands against the estate of the abovenamed deceased must be sent in writing to the Executor, The Perpetual Executors, Trustees and Agency Company (W.A.) Limited, of 89 St. George's Terrace, Perth, on or before the 22nd day of January, 1963, after which date the said Executor will proceed to distribute the assets of the said deceased amongst the persons entitled thereto having regard only to the claims and demands of which it shall then have had notice.

Dated the 6th day of December, 1962.

DWYER, DURACK & DUNPHY,
33 Barrack Street, Perth,
Solicitors for the Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Vera May Anderson, late of 71 Railway Road, Kalamunda, in the State of Western Australia, Widow, deceased.

ALL claims or demands against the estate of the abovenamed deceased must be sent in writing to the Executor, John Cromie Martin, c/o Stone, James & Co., Solicitors, 81 St. George's Terrace, Perth, in the said State, on or before the 22nd day of January, 1963, after which date the said Executor will proceed to distribute the assets of the said deceased amongst the persons entitled thereto having regard only to the claims and demands of which he shall then have had notice.

Dated the 6th day of December, 1962.

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

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of John Hancock, late of 566 Newcastle Street, West Perth, in the State of Western Australia, Retired Storeman and Retired Labourer, deceased.

NOTICE is hereby given that all persons having claims or demands against the estate of the abovenamed deceased are hereby required to send particulars thereof in writing to the Executor, The West Australian Trustee, Executor and Agency Company Limited, of 135 St. George's Terrace, Perth, in the said State, on or before the 22nd day of January, 1963, after which date the said Executor will proceed to distribute the assets of the said deceased amongst the persons entitled thereto having regard only to the claims and demands of which it shall then have had notice.

Dated the 10th day of December, 1962.

HENSHAW & WHEELDON,
44 St. George's Terrace, Perth,
Solicitors for the Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Clarice Lavinia Rud-duck, late of "Koobabbie," Coorow, in the State of Western Australia, Married Woman, deceased.

ALL claims or demands against the estate of the abovenamed deceased must be sent in writing to the Executor, The Perpetual Executors, Trustees and Agency Company (W.A.) Limited, of 89 St. George's Terrace, Perth, on or before the 22nd day of January, 1963, after which date the said Executor will proceed to distribute the assets of the said deceased amongst the persons entitled thereto having regard only to the claims and demands of which it shall then have had notice.

Dated the 11th day of December, 1962.

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

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Charles Richard Hyne, late of "Yappara," 123 Great Eastern Highway, South Guildford, in the State of Western Australia, Retired Vigneron, deceased.

ALL claims or demands against the estate of the abovenamed deceased must be sent in writing to the Executors, Jack Vincent Hyne and Cyril Floyd, of care of Messrs. Muir & Williams, 81 St. George's Terrace, Perth, on or before the 22nd day of January, 1963, after which date the said Executors will proceed to distribute the assets of the said deceased among the persons entitled thereto having regard only to the claims and demands of which they shall then have had notice.

Dated the 11th day of December, 1962.

MUIR & WILLIAMS,
Solicitors for the Executors,
81 St. George's Terrace, Perth.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Ruby Gladys Milligan, late of 90 Marine Terrace, Busselton, in the State of Western Australia, Widow, deceased.

ALL claims or demands against the estate of the abovenamed deceased must be sent in writing to the Executor, The Perpetual Executors, Trustees and Agency Company (W.A.) Limited, of 89 St. George's Terrace, Perth, on or before the 22nd day of January, 1963, after which date the said Executor will proceed to distribute the assets of the said deceased amongst the persons entitled thereto having regard only to the claims and demands of which it shall then have had notice.

Dated the 11th day of December, 1962.

V. O. FABRICIUS & CO.,
of 89 St. George's Terrace, Perth,
Solicitors for the Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will and Codicil thereto of Mary Ellen Bodey, late of 39 Roberts Street, Bayswater, in the State of Western Australia, Widow, deceased.

ALL claims or demands against the estate of the abovenamed deceased must be sent in writing to the Executor, the West Australian Trustee, Executor and Agency Company Limited, of 135 St. George's Terrace, Perth, on or before the 22nd day of January, 1963, after which date the said Executor will proceed to distribute the assets of the said deceased amongst the persons entitled thereto having regard only to the claims and demands of which it shall then have had notice.

Dated the 27th day of November, 1962.

V. O. FABRICIUS & CO.,
of 89 St. George's Terrace, Perth,
Solicitors for the Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

Notice to Creditors and Claimants.

NOTICE is hereby given that all persons having claims or demands against the estates of the under-mentioned deceased persons are hereby required to send particulars of such claims or demands to me in writing on or before the 21st day of January, 1963, after which date I will proceed to distribute the assets of the said deceased persons among those entitled thereto, having regard only to those claims or demands of which I shall then have had notice.

Dated at Perth the 17th day of December, 1962.

J. F. MORRIS,
Acting Public Trustee.

Public Trust Office,
555 Hay Street, Perth.

Name; Occupation; Address; Date of Death.

- Manolakos, Athanassios Ioannou; Retired Farm Hand; late of Nedlands; 4/8/62.
- Bentley, Alfred; Retired Labourer; late of Nedlands; 20/9/62.
- Purser, Ernest Jacob; Waterside Worker; late of 56 Solomon Street, Mosman Park; 27/9/62.
- Barnes, Charles; Retired Dry Cleaner; formerly of 21 Angove Street, North Perth, but late of 1846 Albany Highway, Maddington; 3/10/62.
- Roberts, Joseph; Storekeeper; late of Ardath; 26/4/60.
- Gourley, Francis William; Truck Driver; formerly of 33 Bondi Street, Mount Hawthorn, but late of Wittenoom; 15/10/62.
- Power, James Francis; Mill Hand; late of Nedlands; 22/9/62.
- Topping, James Mackie; Retired Farmer; late of 36 Gilwell Avenue, Kelmscott; 19/9/62.
- Brennan, Theodore; Commercial Traveller and Wholesale Distributor; late of 30 Solomon Street, Fremantle; 4/11/62.
- Jensen, Edith Stewart; Married Woman; late of 39 Market Street, Guildford; 14/9/62.

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 estate of the undermentioned deceased person.

Dated at Perth the 17th day of December, 1962.

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

Name of Deceased; Occupation; Address; Date of Death; Date Election Filed.

Glover, John Andrew; War Pensioner; 45 Esperance Street, East Victoria Park; 24/8/62; 10/12/62.

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