



Government Gazette

OF

WESTERN AUSTRALIA

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No. 82]

PERTH: FRIDAY, 25th OCTOBER

[1963

JUSTICES OF THE PEACE.

Premier's Department,
Perth, 24th October, 1963.

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

Leslie Angel, of Dalwallinu.
Grahame Douglas Carter, of 52 Selby Street,
Floreat Park.
Earl Douglas Cash, of 6 Fletcher Street,
Yokine.
Ronald Edward Kendrick, of Lot 24, Swan
View Road, Greenmount.
Ronald Eaton Snook, of Buntine.
Duncan Mackenzie Stewart, of Esperance.
Frank Dawson Thaxter, of Dalwallinu.

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

IT is hereby published for general information the cancellation of the following Certifying Officers for the Public Works Department, as from the 19th September, 1963:—

G. J. Clarke.
J. M. Stapleton.
J. Hulme.
W. Maslen.
R. Stewart.

And also the cancellation of the appointment, under the Constitution Act, 1889, section 74, of G. J. Clarke as an Officer Empowered to Appoint for the Public Works Department.

Tsy. 293/55.

IT is hereby published for general information the following appointments for the Railways Department, as from 30th September, 1963:—

Authorising and Certifying Officers.

Appointments.

S. D. Bishop, as from 1st October, 1963.
K. H. York, as from 10th October, 1963.

Cancellations.

R. B. Martin, as from 30th September, 1963.
A. B. Peirce, as from 10th October, 1963.

K. J. TOWNSING,
Under Treasurer.

AUDIT ACT, 1904. (Section 33.)

The Treasury,
Perth, 21st October, 1963.

Tsy. 119/61.

IT is hereby published for general information the appointment of Mr. B. L. O'Dea as a Certifying Officer for the Education Department, as from 25th September, 1963.

LAND AGENTS ACT, 1921.

Application for License in the First Instance.

To the Court of Petty Sessions at Perth:

I, STEPHEN CHARLES MARCUS HARMER, of 103 Penguin Road, Safety Bay, Business Proprietor, having attained the age of 21 years, hereby apply on behalf of the Company registered by the name of Cheviot Land & Estate Agency Proprietary Limited 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 42 St. George's Terrace, Perth.

Dated the 11th day of October, 1963.

S. C. M. HARMER.

Appointment of Hearing.

I hereby appoint the 21st day of November, 1963, at 10 o'clock in the forenoon, as the time for the hearing of the foregoing application at the Court of Petty Sessions at Perth.

Dated the 15th day of October, 1963.

J. F. McINTYRE,
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.

LAND AGENTS ACT, 1921.

Application for Transfer of a License.

To the Court of Petty Sessions at Perth:

I, AGOSTON GEZA PERGER, of 371 Oxford Street, Mount Hawthorn, Land Agent, having attained the age of 21 years, hereby apply on my behalf for a transfer of a license to carry on the business of a land agent under the Land Agents Act, 1921, issued to Agoston Geza Perger (on behalf of A. G. Perger & Co.), of 371 Oxford Street, Mount Hawthorn, Land Agent.

The principal place of business will be at 371 Oxford Street, Mount Hawthorn.

Dated the 14th day of October, 1963.

A. G. PERGER.

I, Agoston Geza Perger, of 371 Oxford Street, Mount Hawthorn, Land Agent, being the licensee, concur in this application.

Dated the 14th day of October, 1963.

A. G. PERGER.

Appointment of Hearing.

I hereby appoint the 20th day of November, 1963, at 10 o'clock in the forenoon, as the time for the hearing of the foregoing application at the Court of Petty Sessions at Perth.

Dated the 14th day of October, 1963.

J. F. McINTYRE,
Clerk of Petty Sessions.

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

ERRATUM.

IN *Government Gazette* (No. 78) issued on Friday, 11th October, 1963, at page 3008, in Commissioners for Declarations for "Brian Burnside Beathan, Floreat Park" read "Brian Burnside Betham, Floreat Park."

R. C. GREEN,
Under Secretary for Law.

Crown Law Department,
Perth, 23rd October, 1963.

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

Brian Herbert Burton, Claremont.
Benjamin Gunzburg, Nedlands.
Howard Noel Mudie, Nedlands.
Ronald Alfred O'Callaghan, Osborne Park.
Kenneth Neville Stronach, Bunbury.
Stanley Frederick Threlfall, Nollamara.
George Dixon Walker, Bayswater.

R. C. GREEN,
Under Secretary for Law.

WILD CATTLE NUISANCE ACT, 1871-1883.

(Section 10.)

Application for a License.

To the Licensing Court for the District of Nelson sitting at Manjimup in the State of Western Australia.

I, DOUGLAS ANDREW MUIR, being agent for Diamond Ice and Farmer, residing at 25 Young Street, Manjimup, do hereby give notice that it is my intention to apply at the next Quarterly Sitting of the Licensing Court for the said District for a license to destroy wild horses in the Nelson Licensing Area.

Dated the 14th day of October, 1963.

D. A. MUIR.

Public Service Commissioner's Office,

Perth, 23rd October, 1963.

HIS Excellency the Lieutenant-Governor and Administrator in Executive Council has approved of the following promotions:—

Ex. Co. 2080, P.S.C. 576/63.—R. Bowyer, Assistant Registrar, to be Industrial Registrar, A-I-3, Arbitration Court, Crown Law Department, as from 17th October, 1963.

Ex. Co. 3070, P.S.C. 551/63.—G. E. Dixon, Senior Clerk, Accounts Section, Mechanical and Plant Engineer's Branch, Public Works Department, to be Clerk, C-II-3, Clerical Branch, Fisheries Department, as from 13th September, 1963.

Ex. Co. 3068, P.S.C. 552/63.—R. H. Wilson, Officer-in-Charge, Insurance Section, State Housing Commission, to be Auditor and Inspector, Grade 3, C-II-3/4, Inspection Section, Local Government Department, as from 13th September, 1963.

Ex. Co. 3070, P.S.C. 603/63.—A. L. Sharpe, Accounting Machinist, Drawing Office, Engineering Division, Public Works Department, to be Clerk (Adoptions), C-III-3, Welfare Branch, Child Welfare Department, as from 25th October, 1963.

Ex. Co. 3070, P.S.C. 597/63.—R. J. A. Scott, Typist, Perth Technical College, Education Department, to be Typist, C-III-1/2, Professional Branch, Public Health Department, as from 18th October, 1963.

Ex. Co. 3070, P.S.C. 556/63.—D. L. Bamford, Typist, Geological Survey Branch, Mines Department, to be Senior Typist, C-III-1, Correspondence and Staff Branch, Lands and Surveys Department, as from 20th September, 1963.

Ex. Co. 3070, P.S.C. 408/63.—E. A. Barker, Senior Clerk, Water Supply, Revenue and Rating Section, Accounting Division, Public Works Department, to be Clerk-in-Charge, C-II-5, Commonwealth-State Section, Accounts Branch, State Housing Commission, as from 10th May, 1963.

Ex. Co. 3068, P.S.C. 471/63.—C. L. Arndt, District Officer, Field Division, Native Welfare Department, to be District Officer, G-II-1/5, Field Division, Child Welfare Department, as from 5th July, 1963.

Ex. Co. 3070, P.S.C. 431/63.—P. C. Beck, Field Technician, Grade 3, Dairy Cattle and Pig Husbandry Section, Dairying Division, to be Publicity Assistant, G-II-2/3, Publicity Section, Department of Agriculture, as from 31st May, 1963.

Ex. Co. 3070, P.S.C. 549/63.—A. D. Clarke, Architect, Grade 3, to be Architect, Grade 2, P-II-9/11, Architectural Division, State Housing Commission, as from 13th September, 1963.

Ex. Co. 3064, P.S.C. 588/63.—S. E. Wheeler, Assistant Chief Electoral Officer, to be Chief Electoral Officer, A-I-5, Electoral Department, as from 21st October, 1963.

Ex. Co. 3070, P.S.C. 574/63.—H. G. Neil, Adviser, Grade 1, Advisory Services, to be Officer-in-Charge, P-I-3, Sheep and Wool Section, Wheat and Sheep Division, Department of Agriculture, as from 10th October, 1963.

Ex. Co. 3070, P.S.C. 520/63.—G. H. Turner, Collector, Collections Section, Accounts Branch, State Housing Commission, to be Clerk (Relieving), C-II-1, Clerical Branch, Department of Agriculture as from 16th August, 1963.

Ex. Co. 3068, P.S.C. 491/63.—P. Campbell, Clerk, to be Clerk, C-II-2/3, Audit Department, as from 26th July, 1963.

Ex. Co. 3068, P.S.C. 513/63.—R. B. Herbert, Clerk, to be Clerk, C-II-1, Fire and Marine Section, State Government Insurance Office, as from 9th August, 1963.

And has accepted the following resignations:—

Ex. Co.; Name; Department; Date.

3070; D. L. Hanson; Crown Law; 25/10/63.

3070; C. Barlow; Agriculture; 11/10/63.

3070; J. R. Relton; Child Welfare; 10/10/63.

And has approved of the following retirements:—

3070; D. Herlihy; Public Works; 12/12/63.

3070; J. W. Smith; Agriculture; 3/12/63.

3070; W. H. Rourke; Education; 11/12/63.

3065; G. F. Mathea; Electoral; 18/10/63.

And has approved of the following appointments under the provisions of the Public Service Act, 1904-1956:—

Name; Position; Department; Date.

Davey, Malcolm Reginald Burnie; Field Assistant, G-VI, Soils Division; Agriculture; 18/2/63.

Barber, Maureen Mae; Accounting Machinist, C-V, Accounts Branch; Chief Secretary's; 14/3/63.

O'Driscoll, Eugene Patrick Driscoll; Chief Hydro-geologist, P-I-3, Geological Survey Branch; Mines; 11/2/63.

Hayhow, Georgina Ann; Assistant, G-IX, Architectural Division; Public Works; 16/2/63.

Reeson, Richard Roland; Laboratory Technician, Grade 3, G-II-1/2, Materials and Tests Section; Public Works; 6/2/63.

French, Vernon Carlisle; Engineering Draftsman, P-II-1/5, Planning, Design and Investigation Section; Public Works; 1/2/63.

Wilkin, William James, Engineer, Grade 2, P-II-8/9, Planning, Design and Investigation Section; Public Works; 11/12/62.

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

Ex. Co. 3070.—Deputy Director, P-I-7, Government Chemical Laboratories, Mines Department.

Ex. Co. 3070.—Field Assistant, G-VI (Albany), Advisory Services Section, and two positions of Inspector, Grade 3, G-II-1/2, Inspection Services Section, Wheat and Sheep Division, Department of Agriculture.

Ex. Co. 2086.—Engineer, Grade 3, P-II-3/8, Industries Investigation Branch, Department of Industrial Development.

Ex. Co. 3070.—Clerk-Typist, C-V, Spare Parts Section, Mechanical and Plant Engineer's Branch, Public Works Department.

Ex. Co. 3070.—Interior Decorator, G-III-3/4, Architectural Division, Public Works Department.

Ex. Co. 3070.—Drafting Assistant, G-XI, Electrical and Mechanical Section, Engineering Drawing Office, Public Works Department.

Ex. Co. 3070.—General Assistant, G-VII-1, Plan Printing and Mounting Section, Engineering Drawing Office, Public Works Department.

And has approved of the abolition of the following office:—

Ex. Co. 3070.—Item 1743/R63, Clerk, C-IV, Statistical Section, Education Department, as from 1st July, 1963.

And has approved of the following transfer:—

Ex. Co. 3068.—H. W. Butt, Assessor, C-II-4, Traffic Branch, Police Department, to the list of officers attached pending allocation Police Department, as from 19th September, 1963.

AMENDMENTS TO TITLE AND/OR CLASSIFICATION.

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

Item 265/R63, occupied by J. D. O'Donnell, Dairy Products Supervision Section, Dairying Division, Department of Agriculture, amended from Field Assistant, G-VI, to Field Technician, Grade 3, G-II-1/2, with effect from 20th September, 1963.

Item 4123/R63, occupied by W. E. M. Bate-man, Executive Section, Architectural Division, Public Works Department, amended from Investigating Architect to Executive Architect, with effect from 25th October, 1963.

Item 341/R63, occupied by T. R. Quinlivan, Research Stations Section, Wheat and Sheep Division, Department of Agriculture, amended from Field Assistant (Esperance Downs), G-VI, to Field Technician, Grade 3 (Esperance Downs), G-II-1/2, with effect from 20th September, 1963.

R. J. BOND,
Public Service Commissioner.

CIVIL COMMISSIONER'S ADMINISTRATION —NORTH-WEST CAPE.

Administrative Assistant to the Civil Commissioner.

THE attention of permanent officers employed under the Public Service Act is drawn to the advertisement in *The West Australian* of the 19th and 26th October, 1963, calling applications for the above position.

If an appointment is made from within the Service, arrangements will be made to second the successful applicant.

R. J. BOND,
Public Service Commissioner.

CROWN LAW DEPARTMENT.

Stipendiary Magistrate.

THE attention of permanent officers employed under the Public Service Act is drawn to the advertisement which will appear in *The West Australian* of the 26th October and 2nd November, 1963, for the position of Stipendiary Magistrate, P-I-3/7, Crown Law Department.

R. J. BOND,
Public Service Commissioner.

VACANCIES IN THE PUBLIC SERVICE

Department	Position	Class	Salary	Date Returnable
Mines	District Inspector of Mines, Ventilation (Kalgoorlie) (Item 3063/R63) (a) (c)	P-II-9/10	Margin £1517-£1697	1963 1st November
Do.	Geophysical Assistant, Geological Survey Branch (new Item) (a) (d)	G-II-1/2	Margin £527-£677	do.
Treasury	Inspector, General Finance Section (Item 4862/R63) (b)	C-II-8	Margin £1397-£1457	do.
Police	Assessor, Collections Section, Traffic Branch (Item 3339/R63)	C-II-3	Margin £737-£797	do.
State Government Insurance Office	Claims Assessor (Motor Vehicles), Claims and Clerical Branch (new Item) (a) (e)	G-II-4	Margin £857-£917	do.
Do. do. do.	Clerk, Relieving Staff Section, Claims and Clerical Branch (new Item)	C-II-1	Margin £527-£577	do.
Metropolitan Water Supply	Clerk, Rating Section, Accounting Division (Item 2654/R63)	C-II-2	Margin £627-£677	do.
Public Health	Medical Officer, Grade 1, Tuberculosis Branch (Item 907/R63) (a) (f)	P-I-7	Margin £2,732	do.
Child Welfare	Relief Officer, Maintenance and Relief Branch (Item 1155/R63)	C-II-2	Margin £627-£677	do.
Education	District Superintendent of Education (Item 1677/R63) (a)	P-E-3	Gross Range £3,013-£3,327	do.
Do.	Superintendent of Infants and Kindergartens (Item 1700/R63) (a)	P-E-3(F)	Gross Range £2,635-£2,925	do.
Do.	Superintendent of Secondary Education (Mathematics) (Item 1691/R63) (a)	P-E-3	Gross Range £3,013-£3,327	do.
Do.	Superintendent of Secondary Education (Sciences) (new Item) (a)	P-E-3	Gross Range £3,013-£3,327	do.
Do.	Superintendent of Secondary Education (English) (new Item) (a)	P-E-3	Gross Range £3,013-£3,327	do.
Do.	Superintendent of Secondary Education (Foreign Languages) (new Item) (a)	P-E-1/2	Gross Range £2,697-£2,987	do.
Do.	Superintendent of Physical Education (new Item) (a)	P-E-1/2	Gross Range £2,697-£2,987	do.
Do.	Superintendent of Library Services (new Item) (a)	P-E-1/2	Gross Range £2,697-£2,987	do.
Do.	Superintendent of Guidance and Special Education (new Item) (a)	P-E-1/2	Gross Range £2,697-£2,987	do.
Do.	Superintendent of Curriculum (new Item) (a)	P-E-1/2	Gross Range £2,697-£2,987	do.
Do.	District Superintendent of Education (Primary) (a)	P-E-3	Gross Range £3,013-£3,327	do.
Do.	District Superintendent of Education (Relieving) (new Item) (a)	P-E-1/2	Gross Range £2,697-£2,987	do.
Mines	Deputy Director, Government Chemical Laboratories (new Item)	P-I-7	Margin £2,732	8th November
Police	Cashier, Fremantle Office, Traffic Branch (Item 3433/R63)	C-II-2	Margin £627-£677	do.
Native Welfare	Typist, Administrative Branch (Item 3240/R63)	C-III-1	Margin £423-£450	do.
Lands and Surveys	Inspector, Applications and Inspection Branch (Item 2219/R63) (a)	G-II-2/3	Margin £627-£797	do.
Crown Law	Clerk, Endorsing Room, Land Titles Office (Item 1587/R63)	C-II-2/3	Margin £627-£797	do.
Do.	Clerk, Endorsing Room, Land Titles Office (Item 1589/R63)	C-II-2	Margin £627-£677	do.
Do.	Clerk, Index Room, Land Titles Office (Item 1577/R63)	C-II-1	Margin £527-£577	do.
Do.	Clerk Assistant, Bunbury, Court Offices (Item 1404/R63)	C-II-2/3	Margin £627-£797	do.
State Housing	Cashier, Accounts Branch (Item 4597/R63)	C-II-3	Margin £737-£797	do.
Electoral	Assistant Chief Electoral Officer (Item 1906/R63)	C-II-10	Margin £1637-£1697	do.
Forests	Clerk-in-Charge, Records Branch (Item 2046/R63)	C-II-3	Margin £737-£797	do.
Education	Technical Assistant, Technical Extension Service, Technical Education Division (Item 1883/R63)	G-III-1	Margin £423-£450	do.

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

(b) The possession of an academic qualification acceptable for Membership of the Australian Society of Accountants, or equivalent Institution, will be regarded as an important factor when judging efficiency under section 34 of the Public Service Act.

(c) First Class Mine Manager's Certificate issued under the provisions of Mines Regulation Act, or an approved equivalent.

(d) Sound experience in servicing and operating electronic equipment.

(e) Experience in motor vehicle damage assessing and knowledge of conditions of motor vehicle policies. Practical and technical knowledge of motor vehicles, local motor trade and repairers' standards of work and charges.

(f) Medical degree registrable in Western Australia. Specialised knowledge of tuberculosis, preferably with experience in chest hospitals or clinics.

Applications are called under section 34 of the Public Service Act, 1904-1956, and are to be addressed to the Public Service Commissioner and should be made on the prescribed form, obtainable from the offices of the various Permanent Heads of Departments.

R. J. BOND,
Public Service Commissioner.

25th October, 1963.

CORRIGENDA

PUBLIC SERVICE RECLASSIFICATION

Public Service Commissioner's Office,
Perth, 1st October, 1963.

It is hereby notified that the Public Service Reclassification, 1963, as published in the *Government Gazette* (No. 39) of the 29th May, 1963, has been amended as follows:—

(1) The information set out in the following Schedule has been substituted for that published against the respective consecutive numbers.

Consecutive No.	Branch or Section and Title of Office	Name of Officer	Classification on 31st December, 1962		Classification on 1st January, 1963		Allowances on 1st January, 1963		Next Increment Due	Remarks
			Division Group and Class	Salary + Allowances	Division Group and Class	Gross Annual Salary Rate (Excluding Allowances)	Annual Rate	Nature		
396	Field Assistant	Ismail, J. K.	G-VI	£ 917	G-VI	£ 936	£	22/5/63	Office to be classified C-II-4 on completion of 4 years' continuous service therein by occupant.	
429	Botanist, Grade 2	Aplin, T. E. H.	P-II-3/7	1,896	P-II-9/11	2,296	60	1/1/64		
534	Clerk	Cordina, J. P.	C-II-2/3	1,356 + 60	C-II-2/3	1,456	60	14/7/63		
535	Clerk	Bryant, B.	C-II-2/3	1,464 + 60	C-II-2/3	1,576	60	...	Office to be classified C-II-4 on completion of 4 years' continuous service therein by occupant.	
536	Clerk	Macpherson, J. W.	C-II-2/3	1,464	C-II-2/3	1,576	Office to be classified C-II-4 on completion of 4 years' continuous service therein by occupant.	
537	Clerk	McIlwraith, N. D.	C-II-2/3	1,320	C-II-2/3	1,406	...	12/1/63	Office to be classified C-II-4 on completion of 4 years' continuous service therein by occupant.	
538	Clerk	Roberts, L. S.	C-II-2/3	1,320	C-II-2/3	1,406	...	12/1/63	Office to be classified C-II-4 on completion of 4 years' continuous service therein by occupant.	
539	Clerk	Mahler, I. J. K.	C-II-1/2	1,320 + 60	C-II-2/3	1,406	60	29/6/63	Office to be classified C-II-4 on completion of 4 years' continuous service therein by occupant.	
765	Assistant Principal Medical Officer	Rowe, H. J.	P-S-£3,858	4,038	P-S-4	4,350	Office to be classified C-II-4 on completion of 4 years' continuous service therein by occupant.	
901	Director	Edwards, F. G. B.	P-S-£3,858	4,038	P-S-4	4,350	100	...		
935	Director	Laurie, W. W. A.	P-S-£3,858	4,038	P-S-4	4,350	Special	...		
1649	Clerk	Framme, J. W. A.	C-II-5/6	1,788	C-II-5/6	1,936	120	...		
1740	Clerk-in-Charge	Sharples, H. S.	C-II-5	1,680 + 108	C-II-5	1,816	...	...
1990	Divisional Forest Officer, Grade 1	Lejeune, D. R.	P-II-8/9	2,166 + 78 + 54	P-I-1	2,716	...	...
2230	Clerk	De Pelletier, R.	C-II-2	1,356	C-II-2	1,456	27	1/1/64		
2417	Clerk-Typist	Gardner, L.	C-V	880 + 106	C-III-1	1,007	30	1/1/64		
2559	Senior Clerk	Hunt, R. F. G.	C-II-4	1,572 + 60	C-II-5	1,756	...	...
2598	Senior Typist	Vaccant	C-III-1	...	C-III-1/2	...	...	...
2841	Inspector (Drainage)	Colreavy, P. M.	G-II-2	1,356	G-II-3	1,516	...	1/1/64		
2859	Engineer, Grade 3	Punch, D. J. G.	P-II-4/7	1,518 + 216 + 138	P-II-3/8	1,576	540	16/4/63		

Consecutive No.	Branch or Section and Title of Office	Name of Officer	Classification on 31st December, 1962		Classification on 1st January, 1963		Allowances on 1st January, 1963		Next Increment Due	Remarks
			Division Group and Class	Salary + Allowances	Division Group and Class	Gross Annual Salary Rate (Excluding Allowances)	Annual Rate	Nature		
2935	Designing Engineer, Grade 1	Thamo, G.	P-II-8/9	£ 2,166 + 66	P-I-2/4	£ 2,836	£ 100	1/1/64		
3296	Secretary	Findlay, A.	A-I-1	2,498 + 100	A-I-2	2,836	100	1/3/63		
3773	Engineer for Country Towns Sewerage	Allison, T. R.	P-I-3	2,730 + 186	P-I-7/8	3,511	...	1/5/63		
3890	Senior Engineer	Metcher, I. S.	P-I-3	2,672	P-I-5/6	3,236	...	1/1/64	Office to be classified P-I-1 on completion of 3 years' continuous service therein by occupant.	
3956	Engineer, Grade 2	Urquhart, A. V.	P-II-4/7	1,950 + 282	P-II-10/11	2,416	...			
4008	Engineer, Grade 2	Wilkin, W. J.	P-II-8/9	2,004 + 228	P-II-10/11	2,416	300	11/12/63	Office to be classified P-I-1 on completion of 3 years' continuous service therein by occupant.	
4078	Senior Engineering Draftsman	Appleby, H. V.	P-II-1/5	1,680	P-II-6/7	1,876	...	1/1/64		
4276	Engineer, Grade 1	Harler, J. J.	P-II-8/9	2,166 + 66	P-I-2/4	2,836	...	1/1/64		
4277	Engineer, Grade 2	Tucker, R. M.	P-II-4/7	1,788 + 162 + 282	P-II-10/11	2,416	...	1/1/64	Office to be classified P-I-1 on completion of 3 years' continuous service therein, by occupant.	
4298	Drafting Assistant	Hemelaar, N.	G-XI	1,022 + 226	G-XI	1,044	262	24/6/63		
4301	Engineer, Grade 1	Anderson, A. J.	P-II-8/9	2,166 + 66	P-I-2/4	2,836	...	1/10/63		
4302	Engineer, Grade 1	Cullity, M. J.	P-II-4/7	1,950 + 282	P-I-2/4	2,836	...	1/10/63		
4303	Engineer, Grade 2	McGrath, D. C.	P-II-4/7	1,572 + 378 + 282	P-II-10/11	2,416	...	1/10/63	Office to be classified P-I-1 on completion of 3 years' continuous service therein by occupant.	
4825	Senior Planning Officer (Metropolitan Region Planning Authority)	Collins, D. J.	P-II-10/11	2,328	P-I-1/2	2,716	...	1/1/64		
4851	Under Treasurer and Commissioner of Stamps	Townsing, K. J.	A-S-£4,238	4,418	A-S-7	5,050	...	...
112a	Veterinary Surgeon, Grade 3	Gabbedy, B. J.	P-II-4/7	1,572	P-II-3/8	1,576	...	18/12/63		
112b	Veterinary Surgeon, Grade 3	Ketterer, P. J.	P-II-4/7	1,572	P-II-3/8	1,576	...	18/12/63		
642	Clerk	Harwood, M. J.	C-IV	501	C-IV	510	...	16/5/63		
2840a	Designing Engineer, Grade 3	Proudfoot, D. B.	C-III-3	...	P-II-3/8	1,576	180	10/4/63		
2977a	Unclassified	Carpenter, A. D.	C-III-3	...	C-III-3	...	...	...
4525a	Clerk	Graham, K. R.	C-IV	689	C-IV	705	...	25/3/63		
4525b	Clerk	Hubble, J. M.	C-IV	917	C-IV	936	...	12/8/63		
4525c	Clerk	Lake, W. S.	C-IV	583	C-IV	596	...	12/4/63	On loan to Taxation Department.	

(2) The following new information has been included.

R. J. BOND,
Public Service Commissioner.

ELECTORAL ACT, 1907-1962.

Electoral Department,
Perth, 17th October, 1963.

THE Hon. Minister for Justice, pursuant to section 7 of the Electoral Act, 1907-1962, and the authority delegated to him by the Governor thereunder, has approved of the appointment of William Beaumont White as substitute to discharge the duties of Electoral Registrar for the Moore Electoral District during the absence of Mr. K. W. Sheedy, on annual leave, as from the 28th October, 1963.

S. E. WHEELER,
Chief Electoral Officer.

TIMBER INDUSTRY REGULATION ACT, 1926-1950, AND THE REGULATIONS THEREUNDER.

Election of Workmen's Inspector.

One Position.

Nomination of Candidates.

NOMINATIONS are invited for the position of Workmen's Inspector under the abovementioned Act and will be received by the Returning Officer, c/o the State Electoral Department, R. & I. Bank Building, 54-58 Barrack Street, Perth, up to noon on Tuesday, the 19th day of November, 1963.

Every nomination shall be made in writing in the prescribed form, addressed to the Returning Officer and signed by at least six persons employed in the Timber Industry, and shall contain the written consent of the candidate to act, if elected and appointed.

The nomination paper must have the statutory declaration on the back thereof completed and signed by the candidate, and must be accompanied by testimonials or other evidence in support of the candidate's eligibility and be forwarded to the Returning Officer so as to reach him before noon on nomination day.

Nomination forms may be obtained from the undermentioned:—

- The Returning Officer, State Electoral Department, R. & I. Bank Building, 54-58 Barrack Street, Perth.
- The Secretary of the West Australian Timber Industry Industrial Union of Workers, South-West Land Division.
- The Secretary of the United Metropolitan Timber Yards, Sawmills and Woodworkers' Employees Union of Workers.
- The Conservator of Forests of Western Australia.

S. E. WHEELER,
Chief Electoral Officer,
Returning Officer.

State Electoral Department,
R. & I Bank Building,
54-58 Barrack Street, Perth.
23rd October, 1963.

Department of Public Health
Perth, 18th October, 1963.

P.H.D. 2064/60.

I, ROSS HUTCHINSON, Minister for Public Health, being the Minister administering the provisions of the Health Act, 1911-1962, hereby, under the provisions of section 251 of the said Act, authorise the Commissioner of Public Health, and his deputy, for a period of 12 months from the 5th day of November, 1963, to exercise within each of the health districts of the State of Western Australia as constituted under the Act aforesaid, and to delegate to any public health official the special powers specified in section 261 of the Act aforesaid, that is to say:—

- All the powers specified in subsections (1) to (16) inclusive.
- With the approval of the Minister, the power specified in subsections (17) and (17a).

(c) Any other power conferred upon him by the Governor under subsection (18).

Dated this 17th day of October, 1963.

ROSS HUTCHINSON,
Minister for Health.

HEALTH ACT, 1911-1962.

(Section 293A.)

Notice Requiring Persons to Submit to
X-ray Examination.

PURSUANT to the provisions of the abovementioned section, persons who are included in the class specified hereunder, and to whom the provisions of that section apply, are required to undergo x-ray examination for tuberculosis at the time and place specified.

Class.

Persons 21 years of age and over who are residents of the Shire of Capel.

Time.

1st November, 1963, to 7th November, 1963.

Place.

Ludlow, adjacent to Forests Office, Forests Department. Friday, 1st November, 1963, 9 a.m. to 10 a.m. only.

Capel, corner Forrests and Roe Roads. Tuesday, 5th November, 1963; also Wednesday, 6th November, 1963; 9 a.m. to 12 noon only.

Elgin, adjacent to Elgin Hall. Wednesday, 6th November, 1963, 2 p.m. to 3 p.m. only.

Boyanup, adjacent to Boyanup Hall. Thursday, 7th November, 1963.

or

Perth Chest Clinic, 17 Murray Street, Perth.

or

Fremantle Chest Clinic, 93 High Street, Fremantle.

No charge will be made for the x-ray examination of any person who reports as required by this notice.

Dated at Perth this 21st day of October, 1963.

W. S. DAVIDSON,
Commissioner of Public Health.

HEALTH ACT, 1911-1962.

(Section 293A.)

Notice Requiring Persons to Submit to
X-ray Examination.

PURSUANT to the provisions of the abovementioned section, persons who are included in the class specified hereunder, and to whom the provisions of that section apply, are required to undergo x-ray examination for tuberculosis at the time and place specified.

Class.

Persons 21 years of age and over who are residents of the Shire of Busselton.

Time.

1st November, 1963, to 14th November, 1963.

Place.

Ludlow, adjacent to Forests Office, Forests Department. Friday, 1st November, 1963, 9 a.m. to 10 a.m. only.

Vasse, adjacent to Vasse Hall. Friday, 1st November, 1963, 11 a.m. to 12.30 p.m. only.

Metricup, adjacent to Metricup W.A. Government Bus Stop, Bussell Highway. Friday, 1st November, 1963, 2 p.m. to 3 p.m. only.

Dunsborough, adjacent to Dunsborough Post Office. Monday, 4th November, 1963, 9 a.m. to 10 a.m. only.

Yallingup, adjacent to Yallingup Hall, Monday, 4th November, 1963, 11 a.m. to 12 noon only.

Jarrahwood, adjacent to Mill Hall, Monday, 4th November, 1963, 3 p.m. to 5 p.m. only.

Busselton, adjacent to Council Chambers, near corner Queen and Prince Streets. Monday, 4th November, 1963, to Wednesday, 13th November, 1963; also Thursday, 14th November, 1963, 9 a.m. to 12 noon only. (Closed Monday, 11th November, public holiday.)

or

Perth Chest Clinic, 17 Murray Street, Perth.

or

Fremantle Chest Clinic, 93 High Street, Fremantle.

No charge will be made for the x-ray examination of any person who reports as required by this notice.

Dated at Perth this 21st day of October, 1963.

W. S. DAVIDSON,
Commissioner of Public Health.

FORFEITURES.

THE undermentioned leases have been forfeited under the Land Act, 1933-1962, for the reasons stated.

F. C. SMITH.

Under Secretary for Lands.

Name; Lease; District; Reason; Corres.; Plan.
Bodey, W. O.; 347/10599; Swan Location 5216; non-compliance with conditions; 491/55; 31/80, DE3.
Pelosi, L. J.; 838/153C; Collie-Burn Lot 130; non-payment of rent; 7767/13; Townsite.
Segedin, J.; 3116/3039; Munglinup Lot 10; non-payment of rent; 1858/62; Townsite.

LAND OPEN FOR SELECTION

Perth Land Agency

Department of Lands and Surveys,
Perth, 25th October, 1963

IT is hereby notified, for general information, that the areas scheduled hereunder are available for selection under Part V of the Land Act, 1933-1962, and the regulations appertaining thereto, subject to the provisions of the said Act.

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

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

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

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

OPEN ON AND AFTER WEDNESDAY, 11th DECEMBER, 1963

District and Location	Area	Price per Acre	Plan	Corres. No.	Locality and Classification	Deposit Required
<i>Serial 51</i> (Locations 15 miles E. of Pingrup)		s. d.				£ s. d.
Roe 2392	About 2,425 acres	5 9	407/80 E. 3	2672/63	} 4 16 0
" 2393	" 2,475 "	8 9	" "	" "	....
Kent 1755	" 3,000 "	8 3	407/80 E. 4	" "	....
" 1757	" 3,200 "	10 6	407/80 D. E. 3, 4	" "	....
" 1758	" 2,700 "	8 6	407/80 F. 3	" "	....
" 1759	" 3,025 "	8 0	" "	" "	....
" 1760	" 2,925 "	8 3	407/80 F. 4	" "	....
" 1761	" 2,525 "	8 6	" "	" "	....
" 1762	" 2,725 "	7 9	" "	" "	....
" 1763	" 2,775 "	8 6	" "	" "	....
" 1764	" 2,825 "	8 0	" "	" "	....
" 1765	" 3,375 "	8 0	407/80 F. 4, 418/80 F. 1	" "	....
" 1766	" 3,300 "	8 6	" "	" "	....
" 1767	" 2,900 "	7 0	418/80 F. 1	" "	....
" 1768	" 2,900 "	7 0	" "	" "	....
" 1769	" 3,100 "	6 6	" "	" "	....
" 1771	" 2,900 "	6 3	" "	" "	....
" 1785	" 2,850 "	6 3	418/80 F. 2	" "	....
" 1786	" 2,850 "	5 6	" "	" "	....
" 1787	" 3,425 "	6 0	" "	" "	....
" 1789	" 2,725 "	7 3	418/80 F. 2, 3, 419/80 A. 2, 3, 418/80 F. 2, 3	" "	....
" 1790	" 2,425 "	6 0	" "	" "	....
" 1791	" 2,650 "	7 0	" "	" "	....
" 1792	" 2,225 "	10 0	" "	" "	....

Subject to examination of survey, mining conditions and to the following Special Conditions:—

- (1) The maximum area allowed to be selected by any one person is limited to 2,500 acres or such excess as contained by survey.
- (2) The selector or his agent must take up residence within three years from the date of approval and make it his habitual residence for the following five years.
- (3) The selector shall in each of the first four years clear and cultivate 250 acres or one-tenth of the area, whichever is the lesser of the land suitable for pasture. In the third year and each of the three years thereafter, plant to cereal crop or pasture the aforesaid 250 acres or one-tenth of the area. Such clearing, cultivation and pasture shall be properly maintained during the term of the lease.
- (4) Roe Locations 2392 and 2393 and Kent Locations 1755 and 1757, are also subject to the protection of mallet and applicant's written agreement ensuring protection of mallet areas from fire at all times. Should trees be retained for shade and shelter, permission of Forests Department must be obtained to ensure exclusion from any bark stripping permits.

F. C. SMITH,
Under Secretary for Lands.

AMENDMENT OF RESERVES.

Department of Lands and Surveys,
Perth, 25th October, 1963.

HIS Excellency the Lieutenant-Governor and Administrator in Executive Council has been pleased to approve, under section 37 of the Land Act, 1933-1962, as follows:—

Corres. 343/01.—Of the amendment of the boundaries of Reserve 23103 (Swan Location 3871) "Public Utility," to exclude the portion now designated Swan Location 7550; and of its area being reduced to about 273 acres accordingly. (Plan 1A/40, AB2.)

(The notice published in the *Government Gazette* dated the 18th October, 1963, concerning this reserve is hereby superseded.)

Corres. 4350/52.—Of the amendment of the boundaries of Reserve No. 25746 (Swan Location 7007) "Cemetery," to include the area now designated Swan Location 7550; and of its area being increased to about 737 acres 31 perches accordingly. (Plan 1A/40, AB1 and 2.)

(The notice published in the *Government Gazette*, dated the 18th October, 1963, concerning this reserve is hereby superseded.)

F. C. SMITH,
Under Secretary for Lands.

LOCAL GOVERNMENT ACT, 1960-1962.

WHEREAS John Lancelot d'Espeissis, being the owner of land over or along which the undermentioned road in the Shire of Busselton extends, has applied to the Shire of BUSSELTON to close the said road, which is more particularly described hereunder, that is to say:—

Busselton.

Corres. 463/61.

No. B.659. The surveyed one-chain road extending through Sussex Locations 349 and 660 from the southern alignment of road No. 1526 to the western boundary of location 152. (Plan 413A/40, A1.)

(This notice supersedes the notice published in the *Government Gazette* of the 4th October, 1963, concerning this road.)

WHEREAS Edwin Rowland Sprigg, Edward John Simpson, John Henry Nazzari, William Robert Wray, Ronald John Wray, Clarence Aubrey La Mont and Wesley George BurrIDGE, being the owners of land over or along which the undermentioned roads in the Shire of Tambellup extend, have applied to the Shire of TAMBELLUP to close the said roads which are more particularly described hereunder, that is to say:—

Tambellup.

Corres. 10677/03.

T.133. (a) Portion of road No. 1904 extending along the south-eastern boundary of Plantagenet Location 2457, through locations 2404 and 791, and along the south-eastern boundary of location 2193; from the prolongation southward of the western boundary of location 2457 to the prolongation northwards of the eastern boundary of location 791.

(b) The portion of road No. 1904 extending through Plantagenet Location 3785 along the north-western boundary of location 3786 through locations 4074 and 1426 and along the north-western boundaries of locations 1248 and 1249; from the prolongation southward of the western boundary of the northern severance of location 3785 to a line extending between the northern corner of location 1249 and the eastern corner of Kojonup Location 595.

(c) The surveyed road abutting the eastern boundary of Plantagenet Location 1249, and the eastern and part of the southern boundaries of location 2407; from a line extending between the

northern corner of location 1249 to the north-western corner of location 976 to a line in prolongation northward of the western boundary of location 3847.

(Plan 436A/40, BC1 and 2.)

(This notice supersedes the notice published in the *Government Gazette* of the 4th October, 1963, concerning these roads.)

And whereas the Council has assented to the said applications:

And whereas the Lieutenant-Governor and Administrator in Executive Council has approved these requests:

It is hereby notified that the said roads are closed.

Dated this 25th day of October, 1963.

F. C. SMITH,
Under Secretary for Lands.

LOCAL GOVERNMENT ACT, 1960-1962.

Department of Lands and Surveys,
Perth, 25th October, 1963.

IT is hereby declared that, pursuant to the resolution of the Town of Carnarvon passed at a meeting of the Council held at CARNARVON on or about 13th November, 1962, 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:—

Carnarvon.

L. & S. 3768/62 (MR207), M.R.D. 1624/62.

Road No. 12569. A strip of land, two chains wide, widening as delineated and coloured dark brown on Original Plan 7998, leaving a surveyed road at the southern corner of Carnarvon Lot 272 and extending, as surveyed, south-eastwards along part of the south-western boundary of lot 546 and the south-western boundary of lot 557 to Gascoyne Road at the southern corner of the lastmentioned lot, 37.2 perches being resumed from Carnarvon Lot 557. (Notice of intention to resume gazetted 2nd November, 1962.) (Public Plan Carnarvon Sheet 1.)

IT is hereby declared that, pursuant to the resolution of the Shires of Cunderdin and Wyalkatchem passed at meetings of the Councils held at CUNDERDIN and WYALKATCHEM respectively on or about 11th November, 1962, and 19th November, 1962, respectively, the undermentioned lands have been set apart, taken, or resumed under section 17 of the Public Works Act, 1902-1962, for the purpose of a new road, that is to say:—

Cunderdin and Wyalkatchem.

L. & S. 3772/62 (MR208), M.R.D. 1600/62.

Road No. 3070 (widening of parts). Those portions of Avon Locations 13041, 17005 and 24881 as delineated and coloured dark brown on Lands and Surveys Diagram 69449.

Road No. 688 (a) Widening of parts. Those portions of Avon Locations 16186, 25164, 23014, 24047, 24677, 19173, 20676 and 22181 as delineated and coloured dark brown on Lands and Surveys Diagrams 69442 to 69445 inclusive.

(b) Extension. A strip of land, one chain wide, widening as delineated and coloured dark brown on Lands and Surveys Diagram 69447, leaving the southern terminus of the present road at the south-eastern corner of Avon Location 19173 and extending, as surveyed, generally south-eastwards to and through location 24239 to its south-eastern corner and southwards along part of the eastern boundary of location 19174 to a point on that boundary situate 1916.8 links northwards of the south-eastern corner of the location; thence, varying in width as delineated and coloured dark brown on Lands and Surveys Diagram 69448, south-westwards through the said location 19174 to and through location 20513 to its western boundary; thence, one chain wide, as surveyed, southwards along part of the western boundaries of said location 20513 and location 24327 to road No. 3070 at the south-western corner of the lastmentioned location.

Road No. 6884 (deviation of part). A strip of land, varying in width, leaving the present road on the northern boundary of Avon Location 24239 and extending, as delineated and coloured brown on Lands and Surveys Diagram 69446, south-eastwards through the said location rejoining the present road within that location.

1 acre 2 roods 35.5 perches, 1 acre, 1 rood 10.4 perches, 4 acres 0 roods 4 perches, 1 rood 10.5 perches, 3 acres 2 roods 7 perches, 3 acres 1 rood 25 perches, 1 rood 19.3 perches, 2 roods 16.5 perches, 1 rood 15.7 perches, 2 acres 2 roods 24 perches, 16.2 perches, 18.8 perches, and 3 roods 38.6 perches being resumed from Avon Locations 13041, 16186, 17005, 19173, 19174, 20513, 20676, 22181, 24047, 24239, 24677, 24881 and 25164 respectively. (Notice of intention to resume gazetted 2nd November, 1962.)

The area of Reserve 18225 (Avon Location 23014) is hereby reduced by 2 roods 7.8 perches.

(Public Plan 26B/40, D1 and 2.)

And whereas His Excellency the Lieutenant-Governor and Administrator 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 lands described above are roads within the meaning of the Local Government Act, 1960-1962, subject to the provisions of the said Act.

Dated this 10th day of October, 1963.

By order of His Excellency the Lieutenant-Governor and Administrator,

STEWART BOVELL,
Minister for Lands.

McNESS HOUSING TRUST ACT, 1930-1954.

Sale of Land.

NOTICE is hereby given that His Excellency the Lieutenant-Governor and Administrator in Executive Council has consented, under section 5 (e) of the McNess Housing Trust Act, 1930-1954, to the sale by the McNess Housing Trust of the lands in the schedule hereunder.

File 537/40, Ex. Co. No. 3089.

No. 59 Star Street, Carlisle.—Portion of Swan Location 35 and being lot 242 on Plan 1740. (Certificate of Title Volume 1071, folio 501.)

A. J. McLAREN,
Chairman, McNess Housing Trust.

Western Australia.

BUILDING SOCIETIES ACT, 1920

(AS AMENDED).

NOTICE is hereby given that a building society called "The Terrace No. 1 Building Society" is duly registered under the provisions of the above Act.

Dated this 16th day of October, 1963.

NELSON W. BURTON,
Registrar of Building Societies.

BUSH FIRES ACT, 1954-1958.

Suspension of Prohibited Burning Times.

Bush Fires Board,
East Perth, 23rd October, 1963.

Corres. 605.

IT is hereby notified that the Hon. Minister for Lands has approved, for the districts of the municipalities mentioned and for the periods stated in the schedule hereunder, of the following:—

- (a) Acting under the powers conferred by section 17, subsection (3) (i) of the Bush Fires Act, 1954-1958, of the suspension of all declarations of prohibited burning times under section 17 of the Act, so far as such declarations extend to any land used for Railway purposes; and

- (b) acting under the powers conferred by section 17, subsection (3) (iv) of the Act of the suspension of all declarations of prohibited burning times under section 17 of the Act so far as such declarations extend to all land on those parts of roads having a common boundary with land used for Railway purposes, as is situated between the road formation and the said common boundary.

Any burning undertaken under the provision of this suspension shall be subject to the following conditions:—

- (1) No burning shall be undertaken on any day on which the local authority or an officer nominated by it prohibits burning on the land affected by these suspensions.
- (2) No burning shall be undertaken on days when the fire hazard forecast issued by the Bureau of Meteorology for the area concerned is "Dangerous," except in accordance with the provisions of the Bush Fires Act.
- (3) At least three men shall be constantly in attendance at every fire until it has been completely extinguished, including all smouldering logs, timber, disused sleepers and other inflammable material.
- (4) Each man shall be provided with a heavy fire rake and each three men with at least one knapsack spray with sufficient water for its operation.
- (5) 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.

A. SUTHERLAND,
Secretary, Bush Fires Board.

Schedule.

Period of Suspension: From (inclusive) to (inclusive).

Shires.

Armadale-Kelmscott: 15/12/63 to 20/12/63.
Bassendean: 1/12/63 to 20/12/63.
Bayswater: 1/12/63 to 20/12/63.
Belmont Park: 1/12/63 to 20/12/63.
Beverley: 29/10/63 to 20/12/63.
Boddington: 29/10/63 to 20/12/63.
Bridgetown: 15/12/63 to 20/12/63.
Brookton: 29/10/63 to 20/12/63.
Broomehill: 29/10/63 to 20/12/63.
Bruce Rock: 29/10/63 to 20/12/63.
Busselton: 15/12/63 to 20/12/63.
Canning: 15/12/63 to 20/12/63.
Capel: 15/12/63 to 20/12/63.
Cockburn: 15/12/63 to 20/12/63.
Collie: 15/12/63 to 20/12/63.
Coolgardie: 23/10/63 to 8/11/63.
Corrigin: 29/10/63 to 20/12/63.
Cranbrook: 29/10/63 to 20/12/63.
Cuballing: 29/10/63 to 20/12/63.
Cue: 23/10/63 to 11/11/63.
Cunderdin: 29/10/63 to 30/11/63.
Dalwallinu: 29/10/63 to 30/11/63.
Dardanup: 15/12/63 to 20/12/63.
Donnybrook: 15/12/63 to 20/12/63.
Dowerin: 29/10/63 to 30/11/63.
Dumbleyung: 29/10/63 to 29/12/63.
Dundas: 29/10/63 to 8/11/63.
Esperance: 29/10/63 to 13/12/63.
Esperance townsite: 15/11/63 to 13/12/63.
Geraldton-Greenough: 23/10/63 to 11/11/63.
Gnowangerup: 29/10/63 to 20/12/63.
Goomalling: 29/10/63 to 30/11/63.
Gosnells: 15/12/63 to 20/12/63.
Greenbushes: 15/12/63 to 20/12/63.
Harvey: 15/12/63 to 15/11/63.
Kalgoorlie: 23/10/63 to 15/11/63.
Katanning: 29/10/63 to 20/12/63.
Kellerberrin: 29/10/63 to 30/11/63.
Kojonup: 29/10/63 to 20/12/63.
Kondinin: 29/10/63 to 20/12/63.
Koorda: 29/10/63 to 30/11/63.
Kulin: 29/10/63 to 20/12/63.
Trayning-Kununoppin-Yelbeni: 29/10/63 to 30/11/63.

Kwinana: 15/12/63 to 20/12/63.
 Lake Grace: 29/10/63 to 20/12/63.
 Leonora: 23/10/63 to 15/11/63.
 Merredin: 29/10/63 to 20/12/63.
 Morawa: 23/10/63 to 11/11/63.
 Moora: 23/10/63 to 30/11/63.
 Mt. Marshall: 29/10/63 to 30/11/63.
 Mt. Magnet: 23/10/63 to 11/11/63.
 Mukinbudin: 29/10/63 to 30/11/63.
 Mullewa: 23/10/63 to 11/11/63.
 Meekatharra: 23/10/63 to 11/11/63.
 Mundaring: 15/12/63 to 20/12/63.
 Murray: 15/12/63 to 20/12/63.
 Narembeen: 29/10/63 to 20/12/63.
 Narrogin: 29/10/63 to 20/12/63.
 Northam: 29/10/63 to 30/11/63.
 Nungarin: 29/10/63 to 30/11/63.
 Nyabing-Pingrup: 29/10/63 to 20/12/63.
 Peppermint Grove: 1/12/63 to 20/12/63.
 Perenjori: 23/10/63 to 11/11/63.
 Perth: 1/12/63 to 20/12/63.
 Pingelly: 29/10/63 to 20/12/63.
 Plantagenet: 15/11/63 to 20/12/63.
 Quairading: 29/10/63 to 20/12/63.
 Serpentine-Jarrahdale: 15/12/63 to 20/12/63.
 Swan-Guildford: 1/12/63 to 20/12/63.
 Tambellup: 29/10/63 to 20/12/63.
 Tammin: 29/10/63 to 30/11/63.
 Toodyay: 29/10/63 to 30/11/63.
 Upper Blackwood: 15/11/63 to 20/12/63.
 Victoria Plains: 29/10/63 to 30/11/63.
 Wagin: 29/10/63 to 20/12/63.
 Waroona: 15/12/63 to 20/12/63.
 West Arthur: 29/10/63 to 20/12/63.
 Westonia: 29/10/63 to 13/12/63.
 Wickiepin: 29/10/63 to 20/12/63.
 Williams: 4/11/63 to 20/12/63.
 Wongan-Ballidu: 29/10/63 to 30/11/63.
 Woodanilling: 29/10/63 to 20/12/63.
 Wyalkatchem: 29/10/63 to 30/11/63.
 Yilgarn: 29/10/63 to 13/12/63.
 York: 29/10/63 to 20/12/63.
 Yalgoo: 29/10/63 to 11/11/63.

Towns.

Claremont, Cottesloe, East Fremantle, North Fremantle, Midland, Mosman Park: 1/12/63 to 20/12/63.
 Narrogin: 29/10/63 to 20/12/63.
 Northam: 29/10/63 to 30/11/63.
 York: 29/10/63 to 20/12/63.
 Boulder, Kalgoorlie: 23/10/63 to 15/11/63.
 Bunbury: 15/12/63 to 20/12/63.

Cities.

Nedlands, Perth, Subiaco: 1/12/63 to 20/12/63.

ERRATUM.

IN the *Government Gazette* (No. 81) of 18th October, 1963, on page 3162, under the heading "Bush Fires Act, 1954-1958 (Section 38)—Fire Weather Officers," in line 6 delete the words "Brookton: E. R. Sprigg" and in line 9 delete the words "Brookton: P. H. Birt."

A. SUTHERLAND,
 Secretary, Bush Fires Board.

BUSH FIRES ACT, 1954-1958.

(Section 18A.)

Restricted Burning Times—Order of Suspension.

Bush Fires Board,
 East Perth, 23rd October, 1963.

IT is hereby notified that the suspension is ordered of those provisions of subsection (2) of section 18 of the Bush Fires Act, as listed, in relation to the

municipalities referred to hereunder, for the periods stated. All other provisions of the Bush Fires Act must be complied with.

This order is issued subject to the conditions that a person shall not set fire to the bush under the provisions of this order until he has delivered or caused to be delivered notice of his intention to burn on the owner or occupier of all land adjoining the land upon which or upon a part of which the bush proposed to be burnt is situated, and that a bush fire control officer appointed by the Council may, subject to the directions, if any, of the Council, require a person or the owner or occupier of any land to take any precautions he considers necessary before lighting any fire during the period of this suspension and where a fire has already been lit, may direct that all reasonable steps be taken by the owner or occupier or person who lit the fire to extinguish the fire or to prevent the fire from spreading.

Municipality; Paragraphs Suspended; Period of Suspension.

Shire of Cuballing; (a), (b), (c), (d), (e) and (g); 18th October, 1963, to 13th November, 1963 (inclusive).

Shire of Wanneroo; (a), (b), (c), (d), (e) and (g); 18th October, 1963, to 15th November, 1963 (inclusive).

A. SUTHERLAND,
 Secretary, Bush Fires Board.

BUSH FIRES ACT, 1954-1958.

(Section 18A.)

Restricted Burning Times—Order of Suspension.

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

Corres. 476.

IT is hereby notified that the suspension is ordered of the provisions of paragraphs (a), (b), (c), (d), (e) and (g) of subsection (2) of section 18 of the Act in respect of the whole of the Shire of Williams for the period 15th October, 1963, to 28th October, 1963, both dates inclusive. All other provisions of the Bush Fires Act must be complied with.

This order is issued subject to the conditions that a bush fire control officer appointed by the council may, subject to the directions, if any, of the Council, require a person or the owner or occupier of any land to take any precautions he considers necessary before lighting any fire during the period of this suspension and where a fire has already been lit, may direct that all reasonable steps be taken by the owner or occupier or person who lit the fire to extinguish the fire or to prevent the fire from spreading.

A. SUTHERLAND,
 Secretary, Bush Fires Board.

BUSH FIRES ACT, 1954-1958.

(Section 38.)

Fire Weather Officers.

Bush Fires Board,
 East Perth, 22nd October, 1963.

IT is hereby notified that the Bush Fires Board has approved of the appointment of Mr. E. R. Sprigg as Deputy Fire Weather Officer for the Shire of Tambellup. The appointment of Mr. P. H. Birt as Deputy Fire Weather Officer has been cancelled.

A. SUTHERLAND,
 Secretary, Bush Fires Board.

BUSH FIRES ACT, 1954-1958.

(Section 14.)

Bush Fires Board,
 East Perth, 10th October, 1963.

IT is hereby notified that the Bush Fires Board has authorised the following bush fire control officers to enter any land or building within the

district of the local authority by which they were appointed for the purposes listed in section 14 of the Bush Fires Act, 1954-1958:—

Armadale-Kelmscott: A. Cumming.
 Beverley: L. W. Doncon.
 Dowerin: E. L. M. Bear and A. Read.
 Esperance: J. F. Cameron and A. Guest.
 Goomalling: A. C. Smith.
 Kalgoorlie: I. A. Baker, D. P. Dellar and W. Humphrey.
 Mandurah: F. Bradshaw.
 Mt. Marshall: A. M. Lancaster.
 Mukinbudin: J. L. B. Hassell.
 Narrogin Town: C. A. Evans.
 Ravensthorpe: H. Cronin.
 Roebourne: J. A. Fernihough, D. R. Stove, W. McGillivray, M. B. Stove, R. B. Sharpe, G. Jager, H. Broad, J. Featherby and J. Stickney.
 Swan-Guildford: J. E. Warnock, W. A. Woodbridge, S. L. North, M. McDonald and M. P. Johnston.
 Toodyay: E. E. Watkins and R. E. Meston.
 Trayning-Kununoppin-Yelbeni: A. W. J. Purdy, R. L. Leggo and L. W. Cruickshank.
 Victoria Plains: H. A. L. Burt.

The following appointments have been cancelled:—

Albany: M. McGeary.
 Armadale-Kelmscott: P. Kargotich.
 Beverley: O. R. Vallentine.
 Dowerin: W. D. Metcalf.
 Esperance: W. C. Sampson and E. B. Norris.
 Goomalling: L. L. Clarke, H. L. Herridge and Geo. Sadler.
 Mandurah: P. R. H. Day.
 Mt. Marshall: A. E. Burnett.
 Mundaring: F. A. Edmonds.
 Swan-Guildford: W. S. Waycott.
 Victoria Plains: W. H. Lambert and P. V. Edmonds.
 Williams: D. Noske.

A. SUTHERLAND,
 Secretary, Bush Fires Board.

BUSH FIRES ACT, 1954-1958.

Appointment of Bush Fire Control Officers.
 Bush Fires Board,
 East Perth, 22nd October, 1963.

IT is hereby notified that the Williams Shire Council has appointed Messrs. E. Medlen and L. A. Gillett as bush fire control officers for its Shire. The appointment of Mr. A. K. Phillis has been cancelled.

A. SUTHERLAND,
 Secretary, Bush Fires Board.

BUSH FIRES ACT, 1954-1958.

Augusta-Margaret River Shire Council.
 Firebreak Order.

Notice to Owners and Occupiers of Land in the Shire of Augusta-Margaret River.

PURSUANT to the powers contained in section 33 of the above Act, you are hereby required, on or before the 21st day of December, 1963, to plough, cultivate, scarify or otherwise clear and thereafter maintain free of all inflammable material firebreaks, not less than six feet wide, in the following positions:—

- (1) Inside and along the boundaries of all cleared or part cleared land, where such land is under pasture or crop and abuts formed public roads.
- (2) Within a perimeter of 30 feet of all buildings and haystacks on the land.

Firebreaks in the situations described hereunder will be accepted as complying with the requirements of this notice, so far as it applies to the common boundary between the land of an owner or occupier and the abutting land referred to hereunder:—

- (a) Where the land of an owner or occupier abuts on a public road and the owner or occupier has burned or cleared the bush between the road formation and the common boundary.
- (b) Where the land of an owner or occupier abuts on Crown land or a reserve and the owner or occupier has cleared a firebreak, not less than six feet wide, on the Crown land or reserve along the common boundary.

Provided that if for any reason it is impracticable to clear a firebreak in the position or positions required by the notice, the approval of a bush fire control officer appointed by the Shire of Augusta-Margaret River shall be obtained in an alternative position.

Owners and occupiers of all townsite lots in the Shire are required to clear them of any accumulation of inflammable material by the above date.

Dated this 10th day of October, 1963.

By order of the Shire Council,

C. S. WEST
 Shire Clerk.

TOWN PLANNING AND DEVELOPMENT ACT, 1928 (AS AMENDED).

Notice that a Town Planning Scheme has been Prepared and is Available for Inspection.

Canning Shire Council.

Town Planning Scheme No. 9—Vahland Avenue Area, Riverton.

T.P.B. 853/2/16/9.

NOTICE is hereby given that the Canning Shire Council, in pursuance of its powers under the Town Planning and Development Act, 1928 (as amended), has prepared a Planning Scheme with reference to areas situated wholly within the Canning Shire, and enclosed within the inner edge of blue borders on the plans now produced to the Canning Shire Council and marked and certified by the President and Shire Clerk of the Council under their hands dated the 27th day of May, 1963, as Plan No. 1 and Plan No. 2. The Scheme area comprises lots 2, 924 to 928 and 21, Tribute Street; lots 10, 20, 30 to 33, 1094, 1095, 1, 2, 1097, 1100 and 1101, Corinthian Road; lots 1116, 1117, 38 and 39, High Road; lots 1090 to 1093, Modillion Avenue; lot part 1011, and lot 54, Kareela Road, for the purpose of making provision for Public Open Spaces and planning within the area all necessary roads and drains.

All maps, plans, descriptions and other data fully setting out and explaining the planning scheme have been deposited at the Canning Shire Council offices, 1311 Albany Highway, Cannington, and at the office of the Town Planning Department, Perth, and will be open for inspection without payment of any fee by all persons affected, between the hours of 10 a.m. and ½ p.m. on all days of the week except Saturdays, Sundays and public holidays, until and including the 15th day of November, 1963.

Any persons affected by the Planning Scheme are required to set forth in writing all objections they may have, addressed to the Shire Clerk, Canning Shire Council, 1311 Albany Highway, Cannington, on or before the 15th day of November, 1963.

N. I. DAWKINS,
 Shire Clerk to the Council.

PUBLIC WORKS DEPARTMENT.

Tenders closing at Perth at 2.30 p.m. on the dates mentioned hereunder are invited for the following works.

All tenders are to be on a firm basis. Rise and fall clause will not apply.

Tenders are to be addressed to "The Hon. Minister for Works, c/o Contract Office, The Barracks, St. George's Place, Perth" and are to be endorsed "Tender."

The highest, lowest, or any tender will not necessarily be accepted.

Contract No.	Project	Closing Date	Conditions now Available at
		1963	
15318	Bunbury Regional Hospital—Erection	Oct. 29	P.W.D., Perth P.W.D., Bunbury
15320	Northam Hospital—Alterations to Sterilizing Facilities	Oct. 29	P.W.D., Perth P.W.D., Northam
15321	Allendale (Geraldton) School—Additions	Nov. 5	P.W.D., Perth P.W.D., Geraldton
15323	Broomehill—New School—Erection, 1963	Oct. 29	P.W.D., Perth P.W.D., Albany Police Station, Broomehill Court House, Katanning
15324	Moorine Rock School—Repairs and Renovations	Oct. 29	P.W.D., Perth P.W.D., Merredin
15325	Port Hedland Water Supply—Construction of 500,000 gallon Reinforced Concrete Water Tank on Spinifex Hill	Nov. 12	P.W.D., Perth P.W.D., Carnarvon
15326	Tresillian Hospital (Nedlands)—Repairs and Renovations	Oct. 29	P.W.D., Perth
15327	Roebourne School, Hostel and Native Reserve—Construction of Septic Tanks and Effluent Disposal Schemes	Nov. 12	P.W.D., Perth P.W.D., Roebourne P.W.D., Geraldton
15328	Harvey High School—Electrical Additions and Alterations	Nov. 5	P.W.D., Perth P.W.D., Bunbury
15329	Bunbury High School—Conversion of Cloak Room to Vocational Guidance Officers' Room	Nov. 5	P.W.D., Perth P.W.D., Bunbury
15331	Miling School—Additions	Nov. 5	P.W.D., Perth Clerk of Courts, Moora

Contract No.	Project	Closing Date	Conditions now Available at
15332	Perth Dental Hospital—Supply and Installation of Air Conditioning Equipment	1963 Oct. 29	P.W.D., Perth
15333	Esperance Harbour, Land-backed Berth—Construction	Dec. 10	P.W.D., Perth, as from 17th October, 1963
15334	Kalgoorlie School of Mines—Department of Physics Electrical Services	Nov. 12	P.W.D., Perth P.W.D., Kalgoorlie
15335	Wokalup Experimental Farm—Supply and Installation of Hot Water Service	Nov. 12	P.W.D., Perth
15336	Ravensthorpe School—Additions 1963	Nov. 12	P.W.D., Perth P.W.D., Narrogin Police Station, Ravensthorpe
15337	Eaton Water Supply—Erection of Pump House and Filter Tank	Nov. 5	P.W.D., Perth P.W.D., Bunbury
15338	Medina Agricultural Research Station—Two 25,000 gallon Concrete Tanks	Nov. 5	P.W.D., Perth
15339	Margaret River High School—Machinery Shed—Erection	Nov. 12	P.W.D., Perth Police Station, Margaret River P.W.D., Bunbury
15340	West Perth—Purchase and Removal of Improvements, No. 3 Havelock Street	Nov. 5	Contract Office, P.W.D., Perth
15341	Geraldton Water Supply—Booster Pumping Station—Erection	Nov. 19	P.W.D., Perth P.W.D., Geraldton
15343	Esperance—Agricultural Department Offices—Additions	Nov. 19	P.W.D., Perth P.W.D., Kalgoorlie Police Station, Esperance
15344	Burracoppin School and Quarters—Removal and Re-erection of Buildings	Nov. 19	P.W.D., Perth P.W.D., Merredin
15345	Gingin—New School—Erection	Nov. 19	P.W.D., Perth Police Station, Gingin
15347	Moora—R. & I. Bank—Repairs and Renovations	Nov. 19	P.W.D., Perth P.W.D., Geraldton Court House, Moora

By order of the Hon. Minister for Works.
J. McCONNELL,
Under Secretary for Works.

Public Works Act, 1902-61

P.W. 668/63

NOTICE OF INTENTION TO RESUME LAND

South Belmont High School Site

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 Canning District, for the purpose of the following public work, namely, South Belmont High School Site, and that the said pieces or parcels of land are marked off on Plan P.W.D., W.A. 40617, which may be inspected at the Office of the Minister for Works, Perth.

SCHEDULE

No.	Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area (approx.)
1	G.A. Investments Pty. Ltd.	Vacant	Portion of Canning Location 2, being Lot 7 on L.T.O. Diagram 20277 (Certificate of Title Volume 1276, Folio 67)	a. r. p. 0 0 35.3
2	Walter Evan Howman	Vacant	Portion of Canning Location 2, being Lot 11 on L.T.O. Diagram 28375 (Certificate of Title Volume 1275, Folio 520)	1 0 14.7
3	Walter Evan Howman	Vacant	Portion of Canning Location 2, being the R.O.W. on L.T.O. Diagram 20277 (Certificate of Title Volume 1253, Folio 623)	0 0 31.7
4	Alois Pojezdny	Vacant	Portion of Canning Location 2, being Lot 345 on L.T.O. Plan 3902 (Certificate of Title Volume 869, Folio 91)	1 0 16.9
5 and 6	Norman Albert Parnham	Vacant	Portion of Canning Location 2, being Lots 346 and 347 on L.T.O. Plan 3902 (Certificate of Title Volume 1204, Folio 154)	2 0 33.8

SCHEDULE—continued

No.	Owner or Reputed Owner	Occupier or Reputed Occupier	Description	Area (approx.)
7	Camillo Salvucci	Vacant	Portion of Canning Location 2, being part of Lot 348 on L.T.O. Plan 3902 (Certificate of Title Volume 1159, Folio 379)	0 3 20.2
8	Camillo Salvucci	Vacant	Portion of Canning Location 2, being part of Lot 355 on L.T.O. Plan 3902 (Certificate of Title Volume 1095, Folio 433)	0 3 20.0
9	Crown	Vacant	Portion of Surrey Road, between Cohn Street and Briggs Street on L.T.O. Plan 3902	....
10 and 11	William Gordon Howman	Vacant	Portion of Canning Location 2, being Lot 350 and part of Lot 349 on L.T.O. Plan 3902 (Certificate of Title Volume 1134, Folio 801)	1 3 29.0
12	Crown	Vacant	Portion of Briggs Street on L.T.O. Plan 3902 within the prolongation of the South-West boundary of Lot 350, to the South-West boundary of Lot 286 and the prolongation of the North-East boundary of Lot 345, to the North-East boundary of Lot 291	....
13	Bernard Edward William Creighton and Jessie Elizabeth Creighton, registered proprietors, and Theodorus Gerardus Van der Steen, purchaser under Contract of Sale	Vacant	Portion of Canning Location 2, being Lot 291 on L.T.O. Plan 3902 (Certificate of Title Volume 1051, Folio 772)	1 0 16.9
14 and 15	Duncraig Pty. Ltd.	Vacant	Portion of Canning Location 2, being Lots 289 and 290 on L.T.O. Plan 3902 (Certificate of Title Volume 858, Folio 12)	2 0 33.8
16	Norman Albert Parnham	Vacant	Portion of Canning Location 2, being part of Lot 288 on L.T.O. Plan 3902 (Certificate of Title Volume 1143, Folio 356)	0 2 37.7
17	Violet Ethel Maywood	Vacant	Portion of Canning Location 2, being part of Lot 287 on L.T.O. Plan 3902 (Certificate of Title Volume 1156, Folio 231)	0 3 34.2
18	Violet Ethel Maywood	Vacant	Portion of Canning Location 2, being Lot 286 on L.T.O. Plan 3902 (Certificate of Title Volume 1263, Folio 529)	1 0 16.9
19	Belmont Park Road Board	Vacant	Portion of Canning Location 2, being the Northern moiety of the land coloured brown and marked R.O.W. on L.T.O. Diagram 24112 (Certificate of Title Volume 1226, Folio 616)	0 0 17.7
20	Jan Hotze Visser	J. H. Visser	Portion of Canning Location 2, being Lot 278 on L.T.O. Plan 3902 (Certificate of Title Volume 1042, Folio 696)	1 0 16.8
21	Bernard Edward William Creighton and Jessie Elizabeth Creighton, registered proprietors, and Theodorus Gerardus Van der Steen, purchaser, under Contract of Sale	H. Kolk	Portion of Canning Location 2, being Lot 279 on L.T.O. Plan 3902 (Certificate of Title Volume 1051, Folio 645)	1 0 16.8
22	Duco Deik Hoeksema	D. D. Hoeksema	Portion of Canning Location 2, being Lot 280 on L.T.O. Plan 3902 (Certificate of Title Volume 1028, Folio 100)	1 0 16.8
23	Ernest Southall and Maud Southall	E. and M. Southall	Portion of Canning Location 2, being part of Lot 281 on L.T.O. Plan 3902 (Certificate of Title Volume 1106, Folio 47)	0 2 16.1
24 and 28	Emily Harris	A. McKay	Portion of Canning Location 2, being Lot 9 and the portion coloured brown on L.T.O. Diagram 17325 (Certificate of Title Volume 1152, Folio 810)	0 2 16.6
25	Wolfram Kawerau and Elsbeth Anna Maria Kawerau	M. A. Brown	Portion of Canning Location 2, being Lot 8 on L.T.O. Diagram 17325 (Certificate of Title Volume 1152, Folio 809)	0 1 39.6
26	Herbert Reginald Hill and Evelyn Hill	H. R. and E. Hill	Portion of Canning Location 2, being part of Lot 11 on L.T.O. Diagram 24112 (Certificate of Title Volume 1226, Folio 618)	0 3 10.3
27	Jim Granger Reid	J. G. Reid	Portion of Canning Location 2, being Lot 10 on L.T.O. Diagram 24112 (Certificate of Title Volume 1226, Folio 617)	0 0 28.8

Dated this 16th day of October, 1963.

G. P. WILD,
Minister for Works.

M.R.D. 1090/63

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

NOTICE OF INTENTION TO TAKE OR RESUME LAND

THE Minister for Works hereby gives notice, in accordance with the provisions of section 17 (2) of the Public Works Act, 1902-1961, that it is intended to take or resume, under section 17 (1) of that Act, the piece or parcel of land described in the Schedule hereto, and being in the Boyup Brook District, for the purpose of the following public work, namely, widening Boyup Brook-Dinninup-Arthur Road, and that the said piece or parcel of land is marked off on Plan M.R.D., W.A. 1829, 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	Ronald Ivan Thompson ...	R. I. Thompson ...	Portion of Boyup Brook Lot 150 (Certificate of Title Volume 886, Folio 119)	a. r. p. 0 0 16 (approx.)

Dated this 22nd day of October, 1963.

F. PARRICK,
Secretary, Main Roads.

METROPOLITAN WATER SUPPLY, SEWERAGE AND DRAINAGE DEPARTMENT.

M.W.S. 878091/60.

NOTICE is hereby given, in pursuance of section 96 of the Metropolitan Water Supply, Sewerage and Drainage Act, 1909-1962, that water mains have been laid in the undermentioned streets in the districts indicated.

City of Perth.

838312/63—Glengariff Drive, from lot 1687 to lot 1679—north-westerly. Roscommon Road, from lot 1542 to Glengariff Drive—south-westerly.

858573/63—Larundle Road, from lot 406 to lot 407—westerly.

858574/63—Saltash Road, from lot 315 to lot 312—south-easterly.

Shire of Canning.

835200/63—Sevenoaks Street, from lot 10 to Ewing Street—south-easterly.

869396/63—Webb Street, from lot 697 to lot 698—southerly.

869402/63—Holmes Street, from Tribute Street to lot 55—northerly and north-easterly.

869406/63—Massey Way, from Massey Street to lot 733—northerly.

869407/63—Harrolyn Avenue, from Tudor Avenue to lot 22—easterly.

Shire of Mundaring.

871511/63—Weston Drive, from lot 1 to lot 53—westerly.

Shire of Perth.

859739/63—Colin Road, from lot 149 to lot 148—northerly.

859740/63—Parramatta Road, from lot 82 to lot 83—southerly.

862662/63—Frome Street, from Bridgewater Crescent to lot 798—easterly.

873330/63—The Strand, from lot 106 to Hustler Street—south-easterly. Hustler Street, from The Strand to lot 110—south-westerly.

Shire of Wanneroo.

864310/63—High Street, from lot 232 to lot 230—easterly.

864311/63—Marine Terrace, from lot 97 to lot 92—easterly.

864312/63—Raleigh Road, from Cowper Way to lot 170—north-easterly.

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

Dated this 25th day of October, 1963.

G. SAMUEL,
Under Secretary.

SHIRE OF WEST KIMBERLEY.

STATEMENT OF RECEIPTS AND PAYMENTS FOR THE YEAR ENDED 30th JUNE, 1963

		Receipts	
		£	s. d.
Rates	....	11,359	11 3
Licenses	....	7,092	7 4
Government Grants	....	2,618	18 0
C.R.T. Fund	....	2,625	0 0
Income from Property	....	2,239	16 2
Sanitation Charges	....	1,587	4 9
Fines and Penalties	....	25	12 0
Cemetery Receipts	....	66	0 0
Vermin Receipts	....	1,141	6 7
Other Fees	....	271	7 8
Other Revenue	....	1,111	15 5
Total Receipts	....	£30,138	19 2

		Payments	
		£	s. d.
Administration	....	5,321	9 1
Debt Service	....	2,728	12 3
Public Works and Services	....	9,925	14 9
Health Services	....	328	16 4
Sanitation	....	3,041	6 5
Vermin Services	....	3,005	18 2
Fire Fighting	....	128	19 10
Traffic Control	....	446	16 6
Cemeteries	....	78	2 11
Public Works Overhead	....	Cr. 379	10 6
Plant and Tools	....	1,875	7 0
C.R.T. Fund	....	2,625	0 0
Matching Moneys	....	1,500	0 0
Donations and Grants	....	30	0 0
Noxious Weeds	....	7	19 0
All Other Expenditure	....	571	8 9
Total Payments	....	£31,236	0 6

SUMMARY

		£	s. d.
Cash and Bank Balances 1st July, 1962	....	453	11 4
Receipts as per Statement	....	30,138	19 2
		30,592	10 6
Payments as per Statement	....	31,236	0 6
Debit Balance 30th June, 1963	....	£643	10 0

BALANCE SHEET AS AT 30th JUNE, 1963

		Assets	
		£	s. d.
Current Assets—			
Trust Fund	....	17	7 0
Loan Capital	....	50,000	0 0
C.R.T. Fund	....	1,500	0 0
Sundry Debtors	....	3,105	9 8
Deferred Assets	....	10	0 0
Fixed Assets	....	34,714	10 3
Total Assets	....	£89,347	6 11
		Liabilities	
		£	s. d.
Current Liabilities	....	2,073	7 4
Deferred Liabilities	....	64,137	12 2
Total Liabilities	....	£66,210	19 6

SUMMARY

		£	s. d.
Total Assets	....	89,347	6 11
Total Liabilities	....	66,210	19 6
Balance—Municipal Accumulation Account	....	£23,136	7 5

We certify that the figures and particulars above are correct.

A. W. NICHOLS, *Shire President.*
K. A. RIDGE, *Shire Clerk.*
R. R. MARTIN, *Government Inspector of Municipalities.*

SHIRE OF UPPER GASCOYNE.

STATEMENT OF RECEIPTS AND PAYMENTS
FOR THE YEAR ENDED 30th JUNE, 1963

Receipts		£	s.	d.
Rates	.....	3,804	15	6
Licenses	.....	1,395	12	7
Government Grants	.....	9,769	10	6
Matching Money—C.R.T. Fund	.....	636	3	8
Income from Property	.....	1,217	2	0
Returned Cheques	.....	123	0	0
Vermin Receipts	.....	395	19	9
All Other Revenue	.....	46	12	11
		£17,388	16	11

Payments		£	s.	d.
Administration	.....	2,162	18	5
Membership Section	.....	199	1	3
Debt Service	.....	684	7	6
Public Works and Services	.....	5,934	1	0
Building Construction and Maintenance	.....	635	10	3
Libraries	.....	100	0	0
Water Supply and Maintenance	.....	367	10	8
Electric Light	.....	27	17	0
Health Services	.....	2	17	1
Vermin Services	.....	1,061	14	10
Traffic Control	.....	34	17	8
Bank Charges	.....	8	2	6
Returned Cheques	.....	48	2	6
Refunds	.....	22	14	10
Public Works Overhead	.....	1,788	10	11
Plant, Tools, Purchased	.....	2,041	16	3
Plant Operation Costs	.....	3,460	15	0
Central Road Trust Fund Exp.	.....	1,168	2	6
Dental Clinic	.....	83	0	0
Other Works and Services, D.C.A.	.....	179	3	8
Office Furniture	.....	12	15	9
		£20,023	19	7

SUMMARY

	£	s.	d.
Cash and Bank Balances 1st July, 1962	2,175	0	7
Receipts, per Statement	17,388	16	11
Payments, per Statement	20,023	19	7
Debit Balance 30th June, 1963	460	2	1

BALANCE SHEET AS AT 30th JUNE, 1963

Assets		£	s.	d.
Sundry Debtors—				
Rates	.....	10	19	4
Deposits	.....	10	0	0
Department Agriculture	.....	7	0	6
D.C.A.	.....	179	3	10
Stock in Hand	.....	307	16	3
Fixed Assets—				
Buildings	.....	5,050	0	0
Furniture and Equipment	.....	987	13	0
Plant and Machinery	.....	8,784	10	0
Tools	.....	161	12	1
Vermin Traps	.....	2	0	0
Electric Light and Water Supply	629	0	0
School Equipment	200	0	0
		£16,329	15	0

Liabilities

Bank Overdraft	460	2	1
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SUMMARY

	£	s.	d.
Total Assets	16,329	15	0
Total Liabilities	460	2	1
Municipal Accumulation Account (Surplus)	£15,869	12	11

LACHLAN McTAGGART, *President.*
P. M. BUTLER, *Shire Clerk.*

I hereby certify having examined the books and accounts of the Upper Gascoyne Shire Council; also compared the Statement of "Receipts and Payments" and "Assets and Liabilities" and found same correct, in accordance with the Books of Accounts and Documents produced.

Dated 26th September, 1963.

C. GRIGG,
Government Auditor and Inspector.

Payments

	£	s.	d.
Administration	4,426	4	2
Membership Section	421	18	0
Debt Service	6,266	3	0
Public Works and Services	16,267	7	8
Water Supply	49	4	0
Health Services	441	17	4
Sanitation and Rubbish	758	17	11
Vermin	313	13	5
Bush Fire Control	114	14	7
Traffic Control	557	11	2
Cemetery	87	15	11
Plant, Machinery and Tools	4,127	19	11
C.R.T. Fund Expenditure	5,305	8	4
Matching Monies—Payment to C.R.T. Fund	4,794	8	5
Donations and Grants	221	12	6
All Other Expenditure	7,023	3	8
Total Payments	£51,177	19	3

SUMMARY

	£	s.	d.
Receipts for Year ended 30th June, 1963	51,812	9	6
Payments for Year ended 30th June, 1963	51,177	19	3
Balance 30th June, 1963	634	10	3
Less Debit Balance 1st July, 1962	548	8	0
Credit Balance 30th June, 1963	£86	2	3

BALANCE SHEET AS AT 30th JUNE, 1963

Assets		£	s.	d.
Current Assets—				
Cash and Bank Balances	.....	86	2	3
Trust Fund	.....	382	18	11
Loan Capital Fund	.....	97	18	4
Payment to C.R.T. Fund	.....	4,794	8	5
Prepayments	.....	45	14	0
Sundry Debtors	.....	2,277	2	1
Stock in Hand	.....	358	13	7
Deferred Assets—				
Sundry Debtors, Loan	.....	6,439	13	2
Fixed Assets	.....	57,833	15	0
Total Assets	.....	£72,316	5	9

Liabilities

	£	s.	d.	
Current Liabilities—				
Accrued Wages	62	4	9
Sundry Creditors	112	1	10
Trust Fund—				
Newcastle Health Scheme	58	15	2
P.M.G. Drainage	324	3	9
Deferred Liabilities—				
Loan Liability	38,380	15	6
Time Payment Contract	2,616	5	3
Total Liabilities	£41,554	6	3

SUMMARY

	£	s.	d.
Total Assets	72,316	5	9
Total Liabilities	41,554	6	3
Municipal Accumulation Account Surplus	£30,761	19	6

Contingent Liability—The amount of Interest included in Loan Debentures issued, payable over the life of the Loans, and not shown under the heading of Loan Liability, is approximately £12,960 16s. 5d.

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

D. E. LUDEMANN, *President.*
R. PRESTON, *Shire Clerk.*

I certify having examined the books and accounts of the Shire of Toodyay; also compared the Statements of "Receipts and Payments", "Working Account" and "Balance Sheet", also supporting Statements, numbered Forms 6 to 8B, both inclusive, and found same to be correct in accordance with the books, accounts and documents produced.

H. C. BLOOR,
Local Government Auditor and Inspector.

SHIRE OF TOODYAY.

STATEMENT OF RECEIPTS AND PAYMENTS
FOR THE YEAR ENDED 30th JUNE, 1963

Receipts		£	s.	d.
Rates	.....	12,333	13	11
Specified Loan Rates	.....	587	14	8
Licenses	.....	10,137	16	7
Government Grants	.....	11,890	18	7
Matching Money—C.R.T. Fund	.....	5,305	8	4
Income from Property	.....	1,288	1	10
Sanitation and Rubbish Charges	.....	737	0	8
Water Supply	.....	34	4	8
Fines and Penalties	.....	182	4	0
Cemetery	.....	88	15	0
Vermin	.....	24	2	5
Other Fees	.....	118	18	6
Sale of Plant, etc.	.....	3,012	8	6
Other Revenue	.....	6,065	1	10
Total Receipts	.....	£51,812	9	6

SHIRE OF BELMONT.

STATEMENT OF RECEIPTS AND PAYMENTS
FOR THE YEAR ENDED 30th JUNE, 1963

Receipts		£	s.	d.	£	s.	d.
Rates	.....	80,802	10	1			
Payments in lieu of Rates	.....	543	16	11			
Licenses	.....				81,346	7	0
Matching Monies	.....				24,680	0	6
Income from Property	.....				18,782	15	0
Sanitation Charges	.....				922	11	7
Fines and Penalties	.....				15,780	17	2
Other Revenue	.....				77	16	9
Other Receipts	.....				17,278	1	0
					10,343	14	3
Total Receipts	.....				£169,212	3	3

<i>Payments</i>		£	s.	d.
Administration—				
Staff Section	.....	12,654	3	2
Membership Section	.....	643	19	3
Debt Service	.....	39,432	10	10
Public Works and Services	.....	71,268	12	8
Town Planning	.....	357	16	2
Health Services	.....	3,004	9	16
Sanitation	.....	15,997	8	8
Other Health Expenditure	.....	286	2	2
Building Control	.....	1,656	5	2
Public Works Overheads (not allocated)	.....	677	7	8
Plant and Tools	.....	4,398	14	8
Plant Operating Costs (not allocated)	.....	170	12	1
Central Road Trust Expenditure	.....	18,782	15	0
Bitumen Plant Operating Costs (not allocated)	.....	35	7	1
Donations and Grants	.....	5,911	4	9
All Other Expenditure	.....	450	11	1
Stores on Hand 30th June, 1963	.....	3,408	7	10
Other Payments	.....	12,726	10	3
Total Payments	.....	£191,862	18	4

SUMMARY

	£	s.	d.
Bank Overdraft at 30th June, 1962	3,461	1	5
Plus Payments as per Statement	191,862	18	4
	195,323	19	9
Less Receipts as per Statement	169,212	3	3
Bank Overdraft at 30th June, 1963	£26,111	16	6

WORKING ACCOUNT FOR THE YEAR ENDED 30th JUNE, 1963

<i>Expenditure</i>		£	s.	d.
Administration	.....	13,388	17	3
Interest on Loans and Overdraft	.....	13,306	10	6
Construction of Roads, etc.	.....	74,569	0	2
Maintenance of Roads, etc.	.....	12,203	2	5
Reserves—				
Improvements	.....	6,935	8	10
Maintenance	.....	8,307	0	4
Maintenance of Buildings	.....	1,927	0	8
Other Public Works—Maintenance	.....	6,172	1	11
Public Works Costs (not allocated)	.....	677	7	8
Plant Operating Costs (not allocated)	.....	205	10	2
Building Inspection	.....	1,656	5	2
Sanitation	.....	15,997	8	8
Health Services	.....	3,290	12	0
Grants and Donations	.....	5,911	4	9
Other Expenditure	.....	450	11	1
Street Lighting	.....	4,933	14	4
Town Planning—Expenses of Control	.....	357	16	2
Depreciation—Buildings and Fixed Equipment	.....	1,027	5	0
Furniture and Furnishings	.....	227	16	2
Plant, Tools and Equipment	.....	4,616	1	3
Reticulation Equipment, Reserves	.....	176	2	4
Municipal Accumulation Account (Surplus)	.....	1,911	11	11
	.....	£178,248	17	9

Income

	£	s.	d.
Rates Levied	77,905	18	5
Licenses	24,680	0	6
Government Grants	12,000	0	0
Matching Moneys—Subsidy	18,782	15	0
Income from Property	1,319	2	6
Sanitation	15,586	16	2
Fines and Penalties	77	16	9
Other Revenue—			
Vehicle Crossings	2,505	11	0
Reinstatement Works	2,537	10	0
Highway Lighting	1,350	9	11
Contribution to Works, Roads, Drainage, etc.	21,363	19	11
Sundry Receipts	138	17	7
	£178,248	17	9

MUNICIPAL ACCUMULATION ACCOUNT

	£	s.	d.
Balance 1st July, 1962	62,125	8	6
Sundry Debtors—			
Infectious Disease Costs	904	2	1
	£63,029	10	7
Interest on Reserve Fund	119	0	0
Profit, Proceeds of Sale Lot 263	500	0	0
Profit, Proceeds, Compensation Lot 383	2,014	9	6
Plant Sales	687	0	0
Working Account 1962/63 (Surplus)	1,911	11	11
Balance Carried Forward	57,797	9	2
	£63,029	10	7

BALANCE SHEET AS AT 30th JUNE, 1963

<i>Assets</i>		£	s.	d.	£	s.	d.
Current Assets—							
Bank Balances—							
Trust Fund	.....	18,496	16	2			
Loan No. 49	.....	8,862	16	6			
	.....	27,359	12	8			
Reserve Fund	.....	3,031	0	0			
Sundry Debtors	.....	41,914	6	3			
Due to Municipal Fund and Trust Fund	.....	3,675	19	6			
Loan Works Advance—Loan No. 50	.....	9,890	9	10			
Stores on Hand	.....	3,478	17	10			
	.....	89,350	6	1			
Transfer to Reserve Fund	.....	3,031	0	0			
Deferred Assets	.....	21,044	11	7			
Fixed Assets	.....	154,261	16	5			
Municipal Accumulation Account (Deficit)	.....	57,797	9	2			
	.....	£325,485	3	3			

<i>Liabilities</i>		£	s.	d.	£	s.	d.
Current Liabilities—							
Bank Overdraft	.....	26,111	16	6			
Prepayments	.....	64	1	0			
Trust Fund	.....	18,496	16	2			
Reserve Fund	.....	3,031	0	0			
Loan Advances—Loan No. 50	.....	9,890	9	10			
	.....	57,594	3	6			
Deferred Liabilities—							
Loan Liability	.....	267,890	19	9			
	.....	£325,485	3	3			

SHIRE OF TABLELAND.

STATEMENT OF RECEIPTS AND PAYMENTS
FOR THE YEAR ENDED 30th JUNE, 1963

<i>Receipts</i>		£	s.	d.	£	s.	d.
Rates	.....	5,401	1	6			
Payments in lieu of Rates	.....	25	19	2			
	.....	5,427	0	8			
Licenses—							
Traffic Act	.....	3,412	2	4			
Dog Act	.....	29	10	0			
Health Act : Offensive Trades	.....	1	0	0			
Building Permits	.....	1	0	0			
	.....	3,443	12	4			
Government Grants—							
Main Roads Department	.....	3,319	10	6			
Main Roads Department Mileage	.....	95	6	1			
	.....	3,414	16	7			
Matching Moneys—							
Refund Contribution	.....	525	9	9			
Subsidy	.....	394	2	3			
	.....	910	12	0			
Income from Property—							
Camping Area	.....	86	15	0			
Hall	.....	150	10	0			
Plant Hire	.....	799	14	8			
	.....	1,036	19	8			
Septic Tank Inspection Fees	.....				10	0	0
Fines and Penalties—Traffic Act	.....				35	10	0
Cemetery—Interment Fees	.....				8	0	0
Number Plates	.....				68	14	0
Sundry Revenue	.....				7	0	0
Refunds and Transfers	.....				109	8	9
Private Works (Wages recouped)	.....				15	7	1
Sale of Assets	.....				50	0	0
Petty Cash	.....				20	0	0
	.....	£14,566	1	1			

<i>Payments</i>		£	s.	d.	£	s.	d.
Administration—							
Staff—							
Salaries	.....	2,516	12	1			
Superannuation	.....	72	2	2			
Insurance	.....	10	12	11			
Office Expenses	.....	180	4	2			
Advertising, Stationery, Printing	.....	120	15	7			
Audit Fees	.....	45	0	0			
	.....	2,945	6	11			
Membership—							
Subscriptions	.....	20	18	0			
Election Expenses	.....	38	11	0			
Conference Expenses	.....	39	4	0			
Refreshments and Function	.....	169	18	6			
	.....	268	11	6			
Debt Service—							
Interest on Loans	.....	1,230	5	7			
Repayment on Principal	.....	2,896	16	0			
Interest on Overdraft	.....	11	8	0			
	.....	4,138	9	7			
Public Works and Services—							
Roads (Construction)	.....	154	18	5			
Roads (Maintenance)	.....	3,286	19	8			
Reserves (Maintenance)	.....	19	8	8			
Street Lights	.....	762	4	7			
Camping Area	.....	70	9	6			
Hall and Office	.....	55	19	11			
Depot	.....	22	9	8			
Hall and Toilets (Construction)	.....	1,330	15	0			
	.....	5,703	5	5			
Health Services and Sanitary—							
M.O.H. Fees	.....	18	0	0			
Garbage	.....	600	0	0			
Bins	.....	76	0	0			
Deodorants, etc.	.....	13	6	3			
Vaccine Freight	.....	2	4	6			
Infectious Disease	.....	7	18	1			
	.....	717	8	10			
Fire Fighting	.....	16	7	11			
Traffic—Number Plates	.....				38	15	0
Cemetery—							
Grave Digging	.....	10	0	0			
Maintenance	.....	7	2	0			
	.....	17	2	0			
Public Works Overheads—							
Sick and Holiday Pay	.....	94	11	4			
Insurance	.....	173	1	7			
Sundry Overheads	.....	46	6	9			
Gratuity	.....	100	0	0			
	.....	413	19	8			
Plant and Tools Purchased—							
Plant	.....	34	5	8			
Tools	.....	33	10	0			
	.....	67	15	8			
Plant Operation Costs—							
Fuels and Oil	.....	809	18	10			
Tyres	.....	84	8	6			
Repairs	.....	2,053	1	0			
Wages	.....	1,498	10	3			
	.....	4,381	6	1			
Less Allocated to Works	.....					
Matching Moneys	.....				64	12	6
Grants and Donations	.....				690	6	8
	.....				2	2	0

	£	s.	d.
Private Works	15	7	1
Sundry Payments.....	16	13	0
Refunds and Transfers	121	14	11
Petty Cash.....	20	0	0
Office Furniture	54	0	0
C.R.T. Fund Expenditure—Road Maintenance	919	12	0
	£16,231	10	8

SUMMARY

	£	s.	d.
Debit Balance 1st July, 1962	1,060	13	0
Plus Payments for Year	16,231	10	8
	17,292	3	8
Less Receipts for Year	14,566	1	1
	£2,726	2	7

BALANCE SHEET AS AT 30th JUNE, 1963

Assets		£	s.	d.	£	s.	d.
Current Assets—							
Cash and Bank Balances—							
Trust Fund					20	0	0
Payment to Central Road Trust Fund	690	6	8				
Prepayment		6	15	9			
Sundry Debtors—							
Rates	26	1	7				
Refunds	27	6	2				
Miscellaneous	2	5	0				
					752	15	2
Fixed Assets—							
Buildings	17,915	10	0				
Furniture and Equipment	835	7	11				
Machinery and Plant	16,478	5	11				
Tools	166	16	9				
Fire Fighting Equipment	658	6	4				
	36,054	6	11				
Less Depreciation	1,512	18	2				
					34,541	8	9
Total Assets					£35,314	3	11
Liabilities							
Current Liabilities—							
Bank Overdraft	2,726	2	7				
Sundry Creditors	96	13	8				
Accrued Charges	292	0	0				
Trust Funds	20	0	0				
Refunds	15	0	0				
					3,149	17	1
Deferred Liabilities—							
Loan Liability					28,134	8	6
Time Payment Contracts					100	0	0
Total Liabilities					£31,384	5	7
SUMMARY							
Total Assets					35,314	3	11
Total Liabilities					31,384	5	7
Municipal Accumulation Account					£3,929	18	4

Contingent Liability—The amount of interest included in loan debentures issued, payable over the life of the loans, and not shown under the heading of Loan Liability is approximately £8,688.

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

O. A. ALLAN, *President*.
M. F. SHEEHAN, *Shire Clerk*.

Date, 18th August, 1963.

I have examined the books and accounts of the Shire of Tableland for the year 30th June, 1963. I certify that the Annual Statement mentioned above correspond with the books of accounts submitted for audit are in my opinion correct, subject to my report.

R. N. MARTIN, *Auditor*.

KATANNING SHIRE COUNCIL.

Traffic Inspector.

IT is hereby notified for general information that W. G. Bursill has been appointed Assistant Traffic Inspector to the Katanning Shire Council for the days of 25th and 26th October, 1963.

A. R. KIDDIE,
President.

SHIRE OF ROEBOURNE.

IT is hereby notified that the following appointments were made at a meeting of the Roebourne Shire Council on the 19th September, 1963:—

Shire Clerk/Supervisor: Alfred John Pedder.

Traffic Inspector: Alfred John Pedder.

The appointment of Leslie William Cawse to these offices is hereby cancelled.

J. A. FERNIHOUGH,
President.

LOCAL GOVERNMENT ACT, 1960.

Shire of Lake Grace.

Notice of Intention to Borrow.

Proposed Loan (No. 40) of £10,000.

PURSUANT to section 610 of the Local Government Act, 1960, the Shire of Lake Grace hereby gives notice that it proposes to borrow, by the sale of debentures, money on the following terms and for the following purpose: £10,000, for 20 years, with interest at 5½ per cent. per annum, repayable at the office of the Bank of N.S.W., Lake Grace, for 40 half-yearly instalments of principal and interest. Purpose: The construction of a public hall on lots 7 and 8, Lake Varley Town-site.

Plans, specifications, and estimates of such works and undertakings and statements required by section 609 of the said Act, are open for inspection at the office of the Council, during the hours of 9 a.m. and 5 p.m., Monday to Friday, and for 35 days after the publication of this notice.

Special benefit will be conferred on the prescribed area described as follows:—

All land not already rated in the prescribed area for the Lake King Hall as advertised in the *Wagin Argus* dated 25th April, 1963, with the following additions: Roe Locations 1417, 1340, 1170, 1418, 1419. The prescribed area is delineated in red on the lithos. available for inspection at the Council office.

A. E. WRIGHT,
President.
W. COLQUHOUN,
Shire Clerk.

LOCAL GOVERNMENT ACT, 1960.

Shire of Three Springs.

Notice of Intention to Borrow.

Proposed Loan (No. 34) of £2,000.

PURSUANT to section 610 of the Local Government Act, 1960, the Three Springs Shire Council hereby gives notice that it proposes to borrow money, by the sale of a debenture or debentures, on the following terms, for the following purpose: £2,000, for four (4) years, at a rate of interest not exceeding £4 17s. 6d. per annum, repayable at the State Government Insurance Office, 184 St. George's Terrace, Perth, by eight (8) equal half-yearly instalments of principal and interest. Purpose: Purchase of a new truck.

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

Dated this 18th day of October, 1963.

C. E. MALEY,
President.
N. B. KEATING,
Shire Clerk.

LOCAL GOVERNMENT ACT, 1960.

Shire of Westonia.

Notice of Intention to Borrow.

Proposed Loan (No. 15) of £6,000.

PURSUANT to section 610 of the Local Government Act, 1960, the Westonia 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: £6,000, for five years, with interest at the rate of £4 17s. 6d. per cent. per annum, repayable at the office of the Superannuation Board, Perth, by 10 equal half-yearly instalments of principal and interest. Purpose: Purchase of a AH30B Payloader.

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

Dated this 18th day of October, 1963.

S. W. REES,
Shire Clerk.

LOCAL GOVERNMENT ACT, 1960.

Shire of Dalwallinu.

Notice of Intention to Borrow.

Proposed Loan (No. 35) of £16,550.

PURSUANT to section 610 of the Local Government Act, 1960, the Dalwallinu 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: £16,550, for seven years, at a rate of interest not exceeding £4 18s. 9d. per cent. per annum, repayable at the Superannuation Board, Perth, by 14 equal half-yearly instalments, of principal and interest. Purpose: Purchase of a motor scraper and a three-berth caravan.

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

Dated this 21st day of October, 1963.

W. E. OWENS,
Shire President.
R. A. L. BROOMHALL,
Shire Clerk.

LOCAL GOVERNMENT ACT, 1960.

Shire of Upper Blackwood.

Notice of Intention to Borrow.

Proposed Loan (No. 31) of £850.

PURSUANT to section 610 of the Local Government Act, 1960, the Upper Blackwood Shire Council hereby give notice that it proposes to borrow money, from the Commonwealth Savings Bank of Perth, by the sale of debentures on the following terms and for the following purpose: £850, for 20 years, at 5 per cent. per annum interest, payable by 40 equal half-yearly instalments of principal and interest. Purpose: Construction of public toilets on Dinninup Recreation Reserve.

Specifications, estimates and statements, 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 this 23rd Day of October, 1963.

H. S. ROGERS,
Shire President.
L. G. AMEY,
Shire Clerk.

SHIRE OF GREENBUSHES.

Notice of Intention to Borrow.

Proposed Loan (No. 13) of £2,500.

PURSUANT to section 610 of the Local Government Act, 1960, the Greenbushes Shire Council hereby gives notice that it proposes to borrow money, by sale of a debenture or debentures, on the following terms and for the following purpose: £2,500, for a period of 15 years, at an interest rate of £5 per cent. per annum, payable at the office of the Bank of New South Wales Savings Bank, Greenbushes, in 30 equal half-yearly instalments of principal and interest. Purpose: Installation of septic toilets on various properties in the townsite.

No special rate levy will be required as repayment will be met by the owners concerned.

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

Dated this 18th day of October, 1963.

GUY THOMSON,
President.
G. C. GERICKE,
Shire Clerk.

LOCAL GOVERNMENT ACT, 1960.

Shire of Gingin.

Notice of Intention to Borrow.

Proposed Loan (No. 20) of £5,000.

PURSUANT to section 610 of the Local Government Act, 1960, the Gingin 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: £5,000, for twenty (20) years, at the rate of interest not exceeding £5 per cent. per annum, repayable at the Coal Mine Workers' Pensions Tribunal, St. George's Terrace, Perth, by 40 equal half-yearly instalments of principal and interest. Purpose: The erection of a brick hall on Lancelin Lot 86.

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

Dated this 15th day of October, 1963.

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

LOCAL GOVERNMENT ACT, 1960.

Shire of Cockburn.

Notice of Intention to Borrow.

Proposed Loan (No. 18) of £9,000.

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: £9,000, for a period of 15 years, at an interest rate of £5 per cent. per annum, repayable at the office of the Shire of Cockburn by 30 equal half-yearly instalments of principal and interest. Purpose: Road construction and drainage.

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 18th October, 1963.

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

BRUCE ROCK SHIRE COUNCIL.

Notice of Intention to Borrow.

Loan (No. 84) of £5,000.

PURSUANT to section 610 of the Local Government Act, 1960, the above Council hereby gives notice of its intention to borrow money, by the sale of debentures, on the following terms and for the following purpose: £5,000, for 10 years, interest rate payable £5 per cent. per annum, repayable half-yearly at the office of the Council. Purpose: Contributory Bitumen Scheme.

Estimates and proposals are open for inspection at the office of the Council for 35 days after the publication of this notice.

Dated this 18th day of October, 1963.

S. A. J. FLETCHER,
President.
N. N. McDONALD,
Shire Clerk.

SHIRE OF WEST ARTHUR.

Notice of Intention to Borrow.

Proposed Loan of £6,000.

PURSUANT to section 610 of the Local Government Act, 1960, the Shire of West Arthur hereby gives notice that it proposes to borrow, by the sale of debentures, money on the following terms and for the following purposes: An amount of £6,000, for 20 years, at an interest rate not exceeding £5 per cent. per annum, repayable at the office of the Superannuation Board, Perth, by 40 equal half-yearly instalments of principal and interest. Purpose: The erection of a club house on Reserve No. 26311, Darkan.

Plans, specifications, estimates of cost and statements as required by section 609 may be inspected by the ratepayers, at the office of the Council, during normal working hours, up to 35 days after the publication of this notice.

N.B.—It is anticipated that the loan will be self-supporting, as the reserve is to be leased to the Darkan Bowling Club (Inc.) who will be charged a rental sufficient to meet repayments of principal and interest. However, in default by the club, any repayments which have to be met by the Council will be charged as a rate over North-West Ward, as it is the opinion of the Council that any special benefit derived from the undertaking will be received by the North-West Ward.

Objections to the proposal may be made in accordance with section 611 of the Local Government Act.

Dated 22nd October, 1963.

M. HULSE,
President.
G. WHITELEY,
Shire Clerk.

SHIRE OF PERTH.

Notice.

TO Edward Katuna-Rich, 411 Charles Street, North Perth.

And to Katie Teresa Katuna-Rich, 411 Charles Street, North Perth.

THE Council of the Shire of Perth, being the local authority of the Municipal District of the Shire of Perth, pursuant to the provisions of the Local Government Act, 1960-1961, being of the opinion that dwelling-house situated on the land being portion of Perthshire Location Au and being lot 350 and part of lot 349 on Plan 2452, house number 152, Main Street, Osborne Park, and situated within the District of the Shire of Perth, of which you are the owners, is a neglected building, hereby gives you notice that you are to take down immediately the said dwelling-house.

And take further notice that if you do not comply with the terms of this notice, subject to your right of appeal pursuant to section 408 of the Local Government Act, 1960-1961, the Shire of Perth may apply to a Court of Petty Sessions for an order to compel you to comply with this notice.

Dated the 12th day of September, 1963.

LLOYD P. KNUCKEY,
Shire Clerk.

Issued by and under the direction of the Shire of Perth.

LOCAL GOVERNMENT ACT, 1960.

Municipal Elections.

Department of Local Government,
Perth, 15th October, 1963.

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

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

Town of East Fremantle.

14/10/63; Handcock, Ian Gilbert; Central; Company Director; (b); N. L. Dymock.

Town of Melville.

4/10/63; Schurmann, Christopher; Bicton; Company Secretary; (b); R. M. Neal.

A. E. WHITE,
Secretary for Local Government.

MINING ACT, 1904-1961.

Notice of Intention to Forfeit Leases for Non-Payment of Rent.

Department of Mines,
Perth, 10th October, 1963.

IN accordance with section 97 of the Mining Act, 1904-1961, notice is hereby given that, unless the rent due on the undermentioned leases be paid on

or before the 29th November, 1963, it is the intention of the Governor under the provisions of section 98 of the Mining Act, 1904-1961, to forfeit such leases for breach of covenant, viz., for non-payment of rent.

A. H. TELFER,
Under Secretary for Mines.

BROAD ARROW GOLDFIELD.

Gold Mining Lease.

2310W—NEW GIMBLET: Nazzari, Louis.

COOLGARDIE GOLDFIELD.

Coolgardie District.

Gold Mining Leases.

5891—ERNBEE: Greaves, Herbert.

5986—JENNY WREN: Meadows, Sydney Charles, and Bail, Robert McLean.

6016—GREAT LION: Turle, Eileen Isabel.

EAST COOLGARDIE GOLDFIELD.

Gold Mining Lease.

6312E—INVERNESS: Bell, Herbert.

NORTH COOLGARDIE GOLDFIELD.

Niagara District.

Gold Mining Lease.

938G—TWO D'S MAIN: Bright, William Edward, and Bright, Jasper.

Menzies District.

Gold Mining Lease.

5736Z—BODDINGTON: Procter, Rupert.

NORTH-EAST COOLGARDIE GOLDFIELD.

Kurnalpi District.

Gold Mining Leases.

457K—MULGABBIE LUCKNOW: Crane, Charles Reginald Russell and Anderson, Edwin Richard.

458K—MULGABBIE PERSEVERANCE: Crane, Charles Reginald Russell, and Anderson, Edwin Richard.

PILBARA GOLDFIELD.

Marble Bar District.

Gold Mining Leases.

817—PRINCE CHARLIE: Valed Pty. Ltd.; Flegg, Harold Noel, and Johnston, Robert.

930—ALEXANDER: Baker, John Chaffey.

1072—PRINCESS MAY: Valed Pty. Ltd.; Flegg, Harold Noel, and Johnston, Robert.

1121—LITTLE PORTREE: Baker, John Chaffey.

1094—BLUE BAR: Dorrington, Hary Barker.

SOUTH-WEST MINERAL FIELD.

Gold Mining Leases.

106H—GRIFFINS FIND: Griffin, Charles Roy; Griffin, Charles, and Lawless, James Browne.

YILGARN GOLDFIELD.

Gold Mining Leases.

3350—RISING SUN: Great Western Consolidated, No Liability.

3458—JUPITOR: McLeod, John Henry, and Cotton, Frederick Harold.

3875—VICTORIA: Rota, Gildo.

3965—RISING SUN NORTH: Great Western Consolidated, No Liability.

4002—FRASER'S SOUTH: Great Western Consolidated, No Liability.

4018—FRASER'S: Great Western Consolidated, No Liability.

4058—RISING SUN DEEPS: Great Western Consolidated, No Liability.

4059—BULLFINCH NORTH WEST: Great Western Consolidated, No Liability.

4109—RISING SUN DEEPS EXTENDED: Great Western Consolidated, No Liability.

4113—COPPERHEAD NORTH WEST DEEPS: Great Western Consolidated, No Liability.

4250—PALMERSTON: Grace, William James.

4268—VICTORIA SOUTH: Rota, Gildo.

4345—SPEEDIE: Grace, William James.

4462—GOLDEN VIEW: Grace, William James, Robinson, Frederick Allen.

4492—SOUTH FIRNESS: Clarke, Charles Leslie.

4499—BOHEMIA: Clarke, Charles Leslie.

4510—THREE BOYS: Grace, William James.

WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD

Tenders for Government Supplies

Date of Advertising	Schedule No.	Supplies Required	Date of Closing
1963			1963
Sept. 20	806A, 1963†	Standard Gauge Bogies	Ext. to Oct. 31
Sept. 20	814A, 1963†	Standard Gauge Couplers and Draft Gear	Ext. to Oct. 31
Aug. 23	713A, 1963*†	440 volt Air Breaker Switchgear for Muja Generating Station. Documents chargeable at £2 2s. and 10s. 6d. each subsequent issue	Oct. 31
Sept. 6	762A, 1963*†	Grit Removal Plant for Woodman Point Sewage Treatment Works	Oct. 31
Sept. 20	812A, 1963†	Standard Gauge Flat Top Wagons	Oct. 31
Oct. 4	847A, 1963†	Universal Grinder	Oct. 31
Oct. 4	848A, 1963†	Combination Turret Lathe	Oct. 31
Oct. 4	849A, 1963†	Horizontal Boring and Facing Machine	Oct. 31
Oct. 4	850A, 1963†	Wheelabrator Shot Blasting Plant	Oct. 31
Oct. 4	851A, 1963	Coloured Cotton Waste	Oct. 31
Oct. 18	872A, 1963	Taxi Telephone Service at Sir Charles Gairdner Hospital, Shenton Park	Oct. 31
Oct. 18	874A, 1963	Car Type Utilities—1963/64	Oct. 31
Oct. 18	880A, 1963	.22 Long Cartridges	Oct. 31
Oct. 18	881A, 1963	Primary School Radio and Record Playing Equipment	Oct. 31
Oct. 18	882A, 1963	7 only 4-wheel-drive Utilities	Oct. 31
Oct. 18	890A, 1963	3 ton Motor Trucks, 1963-64	Oct. 31
Oct. 18	891A, 1963	Materials for Yilgarn Vermin Fence	Oct. 31
Oct. 18	892A, 1963	Punching of "Star" Pattern Steel Fence Posts (18,600 only)	Oct. 31
Oct. 18	912A, 1963	Jarrah or Blackbutt Piles	Oct. 31
Oct. 18	913A, 1963	Precast Prestressed Concrete Beams	Oct. 31
Oct. 18	914A, 1963	Panel Vans for Metropolitan Water Supply, 1963-64	Oct. 31
Oct. 22	919A, 1963	30,000 cub. yards of Sand	Oct. 31
Sept. 27	827A, 1963*†	Intermediate Draw Gear, Rubbing Plates (Manganese Steel) for V Class Locomotives	Nov. 7
Oct. 18	895A, 1963	Firewood at Claremont, Perth and Fremantle	Nov. 7
Oct. 18	896A, 1963	Cartage of Battery Supplies from Port Hedland Jetty to Marble Bar	Nov. 7
Oct. 18	897A, 1963	Cartage of Battery Supplies, Mt. Magnet to Boogardie	Nov. 7
Oct. 18	898A, 1963	Cartage of Battery Supplies, Mt. Magnet to Sandstone	Nov. 7
Oct. 18	899A, 1963	Cartage of Battery Supplies at Coolgardie	Nov. 7
Oct. 18	900A, 1963	Cartage of Battery Supplies at Cue	Nov. 7
Oct. 18	901A, 1963	Cartage of Battery Supplies at Kalgoorlie	Nov. 7
Oct. 18	902A, 1963	Cartage of Battery Supplies, Kalgoorlie to Yarri	Nov. 7
Oct. 18	903A, 1963	Cartage of Battery Supplies at Leonora	Nov. 7
Oct. 18	904A, 1963	Cartage of Battery Supplies, Leonora to Lake Darlot	Nov. 7
Oct. 18	905A, 1963	Cartage of Battery Supplies at Meekatharra	Nov. 7
Oct. 18	906A, 1963	Cartage of Battery Supplies, Meekatharra to Marble Bar	Nov. 7
Oct. 18	907A, 1963	Cartage of Battery Supplies at Menzies	Nov. 7
Oct. 18	908A, 1963	Cartage of Battery Supplies at Norseman	Nov. 7
Oct. 18	909A, 1963	Cartage of Battery Supplies, Broad Arrow to Ora Banda	Nov. 7
Oct. 18	910A, 1963	Cartage of Battery Supplies, Southern Cross to Marvel Loch	Nov. 7
Oct. 18	911A, 1963	Cartage of Battery Supplies, Geraldton to Northampton	Nov. 7
Oct. 18	915A, 1963	18 in. Shaping Machine	Nov. 7
Oct. 18	916A, 1963	6 ft. Radial Drilling Machine	Nov. 7
Oct. 22	917A, 1963	Limestone for South Fremantle Foreshore and Groynes	Nov. 7
Oct. 22	918A, 1963	Jarrah or Blackbutt Piles for Albany Deep Water Jetty	Nov. 7
Sept. 6	763A, 1963*†	Extensions to 3 K.V. Oil Break Switchgear for Bunbury Generating Station. Documents chargeable at £1 1s. first issue and 5s. 3d. each subsequent issue	Nov. 14
Sept. 6	764A, 1963*†	Four only 3,300/440 volt Dry Type Indoor Transformers for Muja Generating Station. Documents chargeable at £1 1s. first issue and 5s. 3d. each subsequent issue	Nov. 14
Oct. 18	889A, 1963	Echo Sounding Equipment	Nov. 14
Oct. 18	810A, 1963†	Standard Gauge Brakevans	Nov. 21
Oct. 18	811A, 1963†	Standard Gauge Ballast Hoppers	Nov. 21
Oct. 11	860A, 1963†	22 kV Nine-panel Switchboard	Dec. 5
Oct. 18	873A, 1963	Communication Equipment for W.A. Government Railways Department—Northam to Albany	Dec. 12 1964
Oct. 11	870A, 1963*†	3 only 20/20/7.5 M.V.A. 132/66/11.2 kV Star/Star/Delta Transformers for Muja Generating Station. Documents chargeable at £2 2s. first issue and 10s. 6d. each subsequent issue	Jan. 9
Oct. 18	888A, 1963*†	2 Sets of 60,000 KW Turbo Alternators and Auxiliary Equipment. Documents chargeable at £2 2s. first issue and 10s. 6d. each subsequent issue	Apr. 16

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

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

Addresses—Liaison Offices—

W.A. Government Tourist Bureau,
No. 10 Royal Arcade, Melbourne, C1.

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

WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD—*continued**For Sale by Tender*

Date of Advertising	Schedule No.	For Sale	Date of Closing
1963			1963
Oct. 11	863A, 1963	Scrap Metal at Ludlow, Manjimup, Collie and Gnangara	Oct. 31
Oct. 18	875A, 1963	Assorted Reject Tyres and Unused Tyres and Tubes	Oct. 31
Oct. 18	876A, 1963	Malcolm Moore Grader (MRD 438)	Oct. 31
Oct. 18	879A, 1963	Furniture and Sundries	Oct. 31
Oct. 18	883A, 1963	Laundry Equipment at Claremont Mental Hospital	Oct. 31
Oct. 18	885A, 1963	Road Rippers (PW 1 and PW 16)	Oct. 31
Oct. 18	887A, 1963	Scrap Batteries	Oct. 31
Oct. 18	894A, 1963	Concrete Vibrators (PW 72 and PW 10)	Oct. 31
Oct. 18	877A, 1963	Somerset Side Delivery Rake at Denmark	Nov. 7
Oct. 18	878A, 1963	Damaged Bedford Utility (WAG 5330) at Wyndham	Nov. 7
Oct. 18	884A, 1963	No. 4 x 12 ft. Massey Header at Wongan Hills	Nov. 7
Oct. 18	886A, 1963	1954 Bedford Truck (WAG 3350) at Carnarvon	Nov. 7
Oct. 18	893A, 1963	20 only Steel Pontoon Boxes	Nov. 7

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.

A. H. TELFER,
Chairman, Tender Board.

25th October, 1963.

Accepted Tenders

Schedule No.	Contractor	Particulars	Department Concerned	Rate
697A, 1963	Amalgamated Wireless (A/sia) Pty. Ltd.	Supply of Fixed Radio-Transmitter-Receivers	Forests	£225 each
736A, 1963	Forwood Down W.A. Pty. Ltd.	Supply of Battery Camshafts	Mines	£181 each
608A, 1963	Commonwealth Steel Co. Ltd.	Supply of Wheels for "A" Class Diesel Locomotives	W.A.G.R.	£70 18s. each
717A, 1963	W. & T. Avery (Aust.) Pty. Ltd.	Supply of Road Vehicle Weighbridge Equipment, as follows:—	Public Works	
		Item 1		£2,729
		Item 2		£70
		Item 3		£150
816A, 1963	Mr. Ridolfo	Supply of Piles, Stringers and Corbels	Main Roads	£1,000
824A, 1963	W. E. Sainsbury & Co. Wrights Ltd.	Supply of F.A.Q. to Prime Wheaten Chaff during period 1/11/63 to 30/4/64	Various	At rates tendered
800A, 1963	State Engineering Works	Supply of M.S. Sockets, as follows:—	M.W.S.	
		Item 1		£24 10s. each
		Item 2		£21 10s. each
		Item 3		£19 5s. each
		Item 4		£13 each
760A, 1963	Humes Ltd. I.B.M. Australia Ltd.	Supply and Installation of Master Clock and Equipment	Public Works	Details on application
691A, 1963	Attwood Motors Pty. Ltd. International Harvester Co. of Aust. Pty. Ltd.	Supply of Cab and Chassis, 1 only each	W.A.G.R.	£1,207
				£1,195
472A, 1963	G. G. Martin Ltd. British General Electric Co. Pty. Ltd.	Supply of Electric Lamps during period 17/10/63 to 31/7/64	W.A.G.R.	At rates tendered
803A, 1963	Ready Lime & Putty Pty. Ltd.	Purchase and Removal of 44 gallon Tar Drums, as follows:—	Main Roads	
		Item 1		1s. 3d. each
		Item 2		3s. each
784A, 1963	J. Krasnostein & Co. Pty. Ltd.	Purchase and Removal of Dredge "Parmelia"	Public Works	£650
799A, 1963	Western Trading Co.	Purchase and Removal of Portable Generating Set PW4	Public Works	£43 10s.
702A, 1963	R. C. Viney	Purchase and Removal of Deutz Diesel Engine	Main Roads	£14 10s.
804A, 1963	Plant & Truck Distributors Pty. Ltd.	Purchase and Removal of International TD14A Angle Dozer MRD539	Main Roads	£1,257
776A, 1963	W.A. Industrial Sales & Service Co. Ltd.	Purchase and Removal of International TD14A Angle Dozer MRD502	Main Roads	£1,100
795A, 1963	E. T. Wood	Purchase and Removal of Tandem Drive Road Grader MRD425	Main Roads	£265 10s.

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 701 of 1963.

Between Australian Workers' Union, Westralian Branch,
Industrial Union of Workers, Applicant, and Co-operative
Bulk Handling Limited, Respondent.

HAVING heard Mr. H. Barry on behalf of the applicant and
Mr. J. Ince on behalf of the respondent, I, the undersigned
Conciliation Commissioner of the Court of Arbitration, in
pursuance of a remission to me by the said Court and in
pursuance of the powers contained in section 92 of the Industrial
Arbitration Act, 1912-1961, do hereby order and
declare—

That the Grain Handling (Geraldton Terminal) Award,
No. 2 of 1961, as amended, be and the same is hereby
further amended in accordance with the attached schedule.

Dated at Perth this 20th day of September, 1963.

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

Schedule.

1. Delete subclause (a) of Clause 7.—Wages, and insert in
lieu thereof the following :—

7.—Wages.

(a) The minimum rates of wages payable to weekly hands
covered by this Award shall be as follows :—

	Col. I		Col. II		Col. III		Col. IV		Col. V	
	Per Week of 5 Days.		Per Hour.		Day Shift.		Evening Shift.		Night Shift.	
	£	s. d.	s.	d.	£	s. d.	£	s. d.	£	s. d.
(i) Basic Wage South-West Land Division	14	19 11	7	5·975	2	19 11·8	3	5 7·281	3	18 8·7375
The rates set out in Columns II, III, IV and V hereof shall alter <i>pro rata</i> to alterations in the Basic wage.										
(ii) Margin—										
Weekly Hands—										
Group I	10	5 0	5	1·5	2	1 0	2	4 10·125	2	13 9·75
Group II	8	7 0	4	2·1	1	13 4·8	1	16 6·375	2	3 10·05
Group III	6	9 6	3	2·85	1	5 10·8	1	8 3·9375	1	13 11·925

After six months satisfactory service a Group III worker shall be classified as Group II.

2. Delete subclause (j) (i) of Clause 7.—Wages, and insert in lieu thereof the following :—

(j) The minimum rate of wage for casual workers shall be—

(i) Basic Wage South West Land Division—
£14 19s. 11d.

3. Delete subclause (j) (ii) of Clause 7.—Wages, and insert in lieu thereof the following :—

(ii) Margin (which shall include all normal disabilities such as dust, confined spaces, height, etc., associated with the job)—£6 9s. 6d.

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 702 of 1963.

Between Australian Workers' Union, Westralian Branch,
Industrial Union of Workers, Applicant and Co-operative
Bulk Handling Limited, Respondent.

HAVING heard Mr. H. Barry on behalf of the applicant and
Mr. J. Ince on behalf of the respondent, I, the undersigned,
Conciliation Commissioner of the Court of Arbitration, in
pursuance of a remission to me by the said Court and in
pursuance of the powers contained in section 92 of the Industrial
Arbitration Act, 1912-1961, do hereby order and
declare—

That the Grain Handling (Albany Terminal) Award,
No. 34 of 1961, be amended in accordance with the attached
Schedule.

Dated at Perth this 20th day of September, 1963.

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

SCHEDULE.

1. Delete subclause (a) of Clause 8.—Wages, and insert in lieu thereof the following :—

8.—Wages.

(a) The minimum rate of wages payable to weekly hands
covered by this Award shall be as follows :—

	Col. I		Col. II		Col. III		Col. IV		Col. V	
	Per Week of 5 Days		Per Hour.		Day Shift.		Evening Shift.		Night Shift.	
	£	s. d.	s.	d.	£	s. d.	£	s. d.	£	s. d.
(i) Basic Wage South-West Land Division	14	19 11	7	5·975	2	19 11·8	3	5 7·281	3	18 8·7375
The rates set out in Columns II, III, IV and V hereof shall alter <i>pro rata</i> to alterations in the basic wage.										
(ii) Margin—										
Weekly Hands—										
Group I	8	7 0	4	2·1	1	13 4·8	1	16 6·375	2	3 10·05
Group II	6	9 6	3	2·85	1	5 10·8	1	8 3·9375	1	13 11·925

2. Delete subclause (k) (i) of Clause 8.—Wages, and insert in lieu thereof the following :—

(k) The minimum rate of wage for casual workers shall be—

(i) Basic Wage South-West Land Division—
£14 19s. 11d.

3. Delete subclause (k) (ii) of Clause 8.—Wages, and insert, in lieu thereof the following :—

(ii) Margin (which shall include all normal disabilities such as dust, confined spaces, height, etc., associated with the job)—£6 9s. 6d.

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA

No. 650 of 1963.

Between Australian Workers' Union, Westralian Branch,
Industrial Union of Workers, Applicant, and Besser
Vibrac Masonry (W.A.) Ltd. and Jaywoth Masonry
Ltd., Respondents.

HAVING heard Mr. H. Barry on behalf of the applicant and
Mr. D. Hosking on behalf of the respondents, the Court, in
pursuance of the powers contained in section 92 of the Indus-
trial Arbitration Act, 1912-1961, doth hereby order and
declare—

That the "Concrete Masonry Block Manufacturing
Award," No. 42 of 1961, as amended, be and the same is
hereby further amended in the terms of the attached
schedule.

Dated at Perth this 12th day of September, 1963.

By the Court,

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

Schedule.

1. Add to existing Clause 2—Arrangement the following
new item :—

24.—Preference.

2. Add new Clause "24—Preference" as follows :—

24.—Preference.

(a) In this clause the term "unionist" means a
worker who is a financial member of the industrial union
of workers party to this Award.

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

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

(d) Subject to subclause (e) hereof workers who are
not "unionists" shall within seven days of being sup-
plied with the necessary application form for member-
ship and a copy of this clause by an accredited representa-
tive of the applicant Union, apply in the prescribed
manner for membership and if accepted as a member
maintain financial membership whilst employed by a
respondent to this Award.

(e) Exemptions :—

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

(ii) An applicant for exemption shall detail in the
application to the Industrial Registrar his
reasons for desiring exemption, and such appli-
cation shall only be valid and considered by the
Industrial Registrar if it is forwarded by regis-
tered post within seven days of the applicant's
receipt of the application for membership as
prescribed in subclause (d).

(iii) The Industrial Registrar in the exercise of his
discretion may grant exemption with such con-
ditions as he deems desirable—

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

(b) if the employee objects on the grounds of
conscientious religious belief to becoming
a member of any industrial union, and

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

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

(f) No employer shall, while to his knowledge ade-
quately experienced unionists competent to perform the
class of work required are available, retain in his employ-
ment any worker for a period of more than seven days
after being advised by the Union concerned that such
worker has not complied with either subclause (d) or
paragraph (iv) of subclause (e) of this clause or for a
period of more than seven days after a conviction for
a breach of this clause in reference to the employment of
such worker.

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 529 of 1963.

Between Australian Workers' Union, Westralian Branch,
Industrial Union of Workers, Applicant, and Humes
Limited, Respondent.

HAVING heard Mr. H. Barry on behalf of the applicant and
Mr. D. Hosking on behalf of the respondent, the Court, in
pursuance of the powers contained in section 92 of the Indus-
trial Arbitration Act, 1912-1961, doth hereby order and
declare—

That the Hume Pipe Industry Award, No. 6 of 1952,
as amended, be and the same is hereby further amended
in the terms of the attached schedule.

Dated at Perth this 12th day of September, 1963.

By the Court,

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

Schedule.

1. Clause 9—Wages : Delete subclauses (a) and (b) and
insert in lieu thereof the following :—

	Per Week.
	£ s. d.
(a) Basic Wage :	
(i) Within a radius of fifteen (15) miles from the G.P.O., Perth	15 1 6
(ii) Outside a radius of fifteen (15) miles from the G.P.O., Perth, but within the South West Land Division	14 19 11
	Margin
	Per Week.
	£ s. d.
(b) Adults :	
Leading Pipe Moulder	2 18 0
Pipe Moulder	2 10 6
Mixer	2 7 0
Stripper and Assembler	2 1 6
Concrete Moulder and Article Repairer	2 7 0
Wire Drawer	2 7 0
Reinforcement Maker	1 19 0
Reinforcement Assembler	1 19 0
Storeman	1 13 6
Faucet Finisher	2 10 6
General Hands	1 8 0

2. These alterations will take effect as from the beginning
of the first pay period commencing on or after the date hereof.

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 531 of 1963.

Between Australian Workers' Union, Westralian Branch,
Industrial Union of Workers, Applicant, and A. T. Brinc
& Sons Pty. Ltd., Respondent.

HAVING heard Mr. H. Barry on behalf of the applicant and
Mr. D. Hosking on behalf of the respondent, the Court, in
pursuance of the powers contained in section 92 of the Indus-
trial Arbitration Act, 1912-1961, doth hereby order and
declare—

That the Quarry Workers (Donnybrook Freestone)
Award, No. 43 of 1956, as amended, be and the same is
hereby further amended in the terms of the attached
schedule.

Dated at Perth this 12th day of September, 1963.

By the Court,

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

Schedule.

1. Clause 19—Leading Hands : Delete this clause and
insert in lieu thereof the following :—

19.—Leading Hands.

Any worker placed in charge of three or more other
workers shall be paid four shillings and two pence
(4s. 2d.) per day extra whilst so employed.

2. Clause 20—Wages : Delete subclauses (a) and (b) and insert in lieu thereof the following :—

	Per Week. £ s. d.
(a) Basic Wage	14 19 11
Margin Over Basic Wage	Per Week. £ s. d.
(b) Adult Males :	
Quarrying Machines Operator	2 2 6
Labourer	19 6

3. These alterations shall take effect as from the beginning of the first pay period commencing on or after the date hereof.

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 641 of 1963.

Between Australian Workers' Union, Westralian Branch, Industrial Union of Workers, Applicant, and Besser Vibrapac Masonry (W.A.) Ltd. and Jaywoth Masonry Ltd., Respondents.

HAVING heard Mr. H. Barry on behalf of the applicant and Mr. D. Hosking on behalf of the respondents, the Court, in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1961, doth hereby order and declare—

That the Concrete Masonry Block Manufacturing Award, No. 42 of 1961, as amended, be and the same is hereby further amended in the terms of the attached schedule.

Dated at Perth this 12th day of September, 1963.

By the Court,

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

Schedule.

1. Clause 9—Wages : Delete subclauses (a) and (b) and insert in lieu thereof the following :—

	Per Week. £ s. d.
(a) Basic Wage	15 1 6
Margin Over Basic Wage	Per Week. £ s. d.
(b) Adult Wages :	
Weighbatch-Mixer Operator	3 1 0
Block Machine Operator	3 1 0
Off Bearer who operates Block Machine	3 1 0
Fork Lift Operator	3 10 6
Platform Truck Operator	2 5 6
Takers Off—Machine	2 4 0
Takers Off—Other	1 19 0

2. These alterations will take effect as from the beginning of the first pay period commencing on or after the date hereof.

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA

No. 651 of 1963.

Between Australian Workers' Union, Westralian Branch, Industrial Union of Workers, Applicant, and Cottesloe Golf Club (Inc.) and Others, Respondents.

HAVING heard Mr. H. Barry on behalf of the applicant and Mr. J. Ince on behalf of the respondents, the Court, in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1961, doth hereby order and declare—

That the Golf Link and Bowling Green Workers' Award, No. 12 of 1961, as amended, be and the same is hereby further amended in the terms of the attached schedule.

Dated at Perth this 13th day of September, 1963.

By the Court,

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

Schedule.

Clause 21—Wages : Delete subclauses (a) (b) and (c) and insert in lieu thereof the following :—

	Per Week. £ s. d.
(a) Basic Wage :	
(i) Within a 15-mile radius from the G.P.O., Perth	15 1 6
(ii) Outside a 15-mile radius from the G.P.O., Perth, but within the South West Land Division	14 19 11
(iii) Rest of State	14 14 1
(b) Margins—Bowling Clubs :	
Greenkeeper	4 8 0
Assistant Greenkeeper	2 4 0
Groundsman—	
First six months' experience	17 0
Thereafter	1 8 0
(c) Margins—Golf Clubs :	
Greenkeeper—	
18-hole course	4 8 0
9-hole course	3 12 0
Assistant Greenkeeper—	
18-hole course	2 4 0
9-hole course	1 13 0
Operator on power motor	2 4 0
Groundsman—	
First six months' experience	17 0
Thereafter	1 8 0

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA

No. 615 of 1963.

Between The Western Australian Barmaids and Barmen's Union of Workers, Perth, Applicant, and R. Chaplin, P. Barnard, B. F. Barnes and A. J. V. Hooper, Respondents.

HAVING heard Mr. J. Coleman on behalf of the applicant and Mr. G. J. Martin on behalf of the respondents, the Court, in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1961, doth hereby order and declare—

That the Barmaids and Barmen's (South-West Land Division) Award, No. 49 of 1951, as amended, be and the same is hereby further amended in the manner following :—

Clause 5—Wages : Delete subclauses (a) and (b) of this clause and insert in lieu thereof the following :—

	Per week. £ s. d.
(a) Basic Wage :	
Males	14 19 11
Females	11 4 11
(b) Margins :	
Barmaid	7 5 0
Barman	3 10 0

Dated at Perth this 11th day of September, 1963.

By the Court,

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

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA

No. 597 of 1963

Between The Western Australian Barmaids and Barmen's Union of Workers, Perth, Applicant, and Esperance Hotel and others, Respondents.

HAVING heard Mr. J. Coleman on behalf of the applicant and Mr. G. J. Martin on behalf of the respondents, the Court, in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1961, doth hereby order and declare—

That the Barmaids and Barmen's (Rest of State) Award, No. 5A of 1956, as amended, be and the same is hereby further amended in the manner following :—

Clause 7—Wages : Delete subclauses (a) and (b) of this clause and insert in lieu thereof the following :—

	Per week. £ s. d.
(a) Basic Wage :	
Males	14 14 1
Females	11 0 7

		Per Week.	
		£	s. d.
(b) Margins :			
Barmen	....	3	10 0
Barmaids	....	7	3 6

Dated at Perth this 11th day of September, 1963.

By the Court,

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

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 574 of 1963.

Between The United Furniture Trades Industrial Union of
Workers, W.A., Applicant, and Hearn Manufacturing
Co. Pty. Ltd. and Others, Respondents.

HAVING heard Mr. H. Cox on behalf of the applicant and
Mr. J. Ince on behalf of the respondents, the Court, in pur-
sance of the powers contained in Section 92 of the Industrial
Arbitration Act, 1912-1961, doth hereby order and declare—

That the "Furniture Trades Award," No. 6 of 1960,
be and the same is hereby amended in the terms of the
attached schedule.

Dated at Perth this 19th day of August, 1963.

By the Court.

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

Schedule.

1. Clause 8—Wages : Delete this clause, and insert in
lieu thereof the following :—

Clause 8.—Wages.

	Per Week.	
	Males.	Females.
	£ s. d.	£ s. d.
Basic Wage :		
Metropolitan Area	15 1 6	11 6 1
South-West Land Division	14 19 11	11 4 11
Goldfields Areas and all other portions of the State	14 14 1	11 0 7

Item No.	Designation	Per Week.		Adult Males Margin Per Week.
		£	s. d.	
(1)	Cabinetmaking (see also Item 14 (a) and 14 (b))	5	6 0	
(2)	Chairmaking and/or repairing (see also item 14 (a), 14 (b) and 14 (c))	5	6 0	
(3)	Woodcarving	5	6 0	
(4)	Wood turning	5	6 0	
(5)	Upholstering	5	6 0	
(6)	French polishing (see also Item 14 (d))	5	6 0	
(7)	(a) Veneering	2	17 6	
	(b) Veneer layer or gluer engaged in the preparing or making of veneered panels or plywood or core-board or partly prepared timber or parts of furniture cut to size	2	2 6	
(8)	(a) Wood machining (shaper, router, four sider), where the worker also grinds cutters and sets up, and/or a router and/or shaper hand who works free-hand	5	6 0	
	(b) Wood machining (Others)	3	1 6	
	(c) Sanding—where a worker is exclusively employed on work not covered by a tradesman's classification	2	2 6	
(9)	(a) Wire mattress making	3	1 6	
	(b) Stretching up and tacking on	2	2 6	
(10)	(a) Wicker furniture maker	5	6 0	
	(b) Others	3	1 6	
(11)	Ironwork for wickerwork	2	17 6	

(12) Bedding Making—

(a)	Employee who sets up adjusts and operates any of the following bedding machines :— Power tufting, quilting, roll edge, tape edge, buttoning, or pre-built border	2	17 6
(b)	Hand tufting, hand roll, hand edging, hand quilting	2	17 6
(c)	Garnetting machine operator	2	17 6
(d)	Automatic spring making machine operators	2	17 6
(e)	Machine operators other than as above and assistants to foregoing Bedding making classifications other than labourers and including assemblers	2	2 6
(f)	Sewing machine mechanic	3	14 6

(13) Picture frame making

(14) General—

Workers whose duties include work additional to that prescribed in this item 14 and which work is otherwise covered by Items 1-6 inclusive shall not be paid as being employed under this item, but shall be paid the appropriate rate under Items 1 to 6 inclusive.

Workers employed on any of the duties coming within the following designations shall, subject to the foregoing be paid as follows :—

(a)	Assembler, i.e., an adult worker employed in fitting together by nailing, screwing, gluing or fixing in any manner jointed, moulded or finished parts of wooden furniture and who in so doing can where necessary trim edges and make minor adjustments and includes assembling of chairs by means of a machine press or machine cramp only and the attaching of panel backs. Assembling shall also include the fixing of hinges of pre-fitted rebated doors	2	19 6
(b)	(i) Employee cramping furniture, including cramping pieces into chair parts by means of a machine press or a machine cramp only	2	10 0
	(ii) Employee attaching finished parts of any description, other than those referred to in 14 (a) to otherwise completed furniture, the attachment of such parts requiring the use only of a hammer, screw-driver, pliers, spanner, wire cutter, punch and drill	2	10 0
(c)	Stuffer chair or couch frame maker, i.e., an adult person who makes frames on which upholsterers cover all the woodwork except the legs and/or feet, and of which the woodwork is prepared by machines and including such frames to which the arms and/or legs and/or trays and/or ornaments and/or fittings are to be attached	2	13 0
(d)	Spraying and/or sandpapering or varnishing and/or staining	2	2 6
(e)	Labourer—		
	(a) Tailing out	15	6
	(b) Others	Nil	

	Per Cent. of Male Basic Wage Per Week.
(15) Junior Workers (including lap boys)—	
Between 14 and 15 years of age	20
Between 15 and 16 years of age	33
Between 16 and 17 years of age	45
Between 17 and 18 years of age	58
Between 18 and 19 years of age	70
Between 19 and 20 years of age	83
Between 20 and 21 years of age	95
(16) Apprentices—	
First Year	33 $\frac{1}{3}$
Second Year	45
Third Year	65
Fourth Year	85
Fifth Year	100
	plus £1
	Per Cent. of Female Basic Wage Per Week.
(17) Female Workers—	
Between 15 and 16 years of age	31.5
Between 16 and 17 years of age	36.0
Between 17 and 18 years of age	50.0
Between 18 and 19 years of age	65.0
Between 19 and 20 years of age	82.0
Between 20 and 21 years of age	100
	Margin Over Female Basic Wage.
	£ s. d.
Over 21 years of age	1 6 6

2. Clause 10—Leading Hand: Delete this clause and insert in lieu thereof the following:—

Clause 10—Leading Hand.

A worker placed in charge of—

- (a) not less than three (3) and not more than ten (10) other workers shall be paid 4s. 3d. per day extra;
- (b) not less than ten (10) and not more than twenty (20) other workers shall be paid 8s. 5d. per day extra;
- (c) more than twenty (20) other workers shall be paid 12s. 8d. per day extra.

3. Clause 11—Setter Out: Delete this clause and insert in lieu thereof the following:—

Clause 11—Setter Out.

A cabinet maker other than a leading hand who sets out from plans prepared for that purpose detailed work for other cabinet makers shall be paid an extra 5s. 4d. per day, provided that a leading hand covered by Clause 10 (a) shall in lieu of the rate therein prescribed be paid the rate for a Setter Out.

4. Liberty is reserved to apply to amend Clause 12—Casual Workers, Clause 18—Annual Leave, and Clause 23—Piecework.

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 310 of 1963.

Between West Australian Local Government Officers' Association Union of Workers, Perth, Applicant, and City of Perth Municipality, Respondent.

HAVING heard Mr. P. Sorenson on behalf of the applicant and Mr. G. Martin on behalf of the respondent, the Court, in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1961, doth hereby order and declare—

That the Local Government Bodies (City of Perth—Sub Officers) Award, No. 40 of 1947, as amended and consolidated, be and the same is hereby further amended in the terms of the attached schedule.

Dated at Perth this 23rd day of August, 1963.

By the Court,

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

Schedule.

1. Clause 2—Arrangement: Add a new item "20—Preference."

2. Add a new clause "20—Preference" as follows:—

20.—Preference.

(a) In this clause—

- (i) the term "unionist" means a worker who is a financial member of the Industrial Union of Workers party to this Award;
- (ii) "worker" means a worker other than a professional officer whose salary is prescribed by an Award of the Commonwealth Conciliation and Arbitration Commission.

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

(c) Subject to subclause (d) hereof workers who are not "unionists" shall, within seven days of being supplied with the necessary application form for membership and a copy of this clause by an accredited representative of the applicant Union, apply in the prescribed manner for membership and if accepted as a member maintain financial membership whilst employed by a respondent to this Award. Workers who are unfinancial members of the industrial union of workers party to this Award shall become and maintain financial membership whilst employed by any respondent to the Award.

(d) Exemptions:—

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

- (a) if the applicant is a financial member of any other registered industrial union;
- (b) if the employee objects on the grounds of conscientious religious belief to becoming a member of any industrial union; and
- (c) for any other reason which the Industrial Registrar deems sufficient.

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

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 652 of 1963.

Between Australian Workers' Union, Westralian Branch,
Industrial Union of Workers, Applicant, and Co-operative
Bulk Handling Ltd., Respondent.

HAVING heard Mr. H. Barry on behalf of the applicant and
Mr. D. Hosking on behalf of the respondent, the Court, in
pursuance of the powers contained in section 92 of the In-
dustrial Arbitration Act, 1912-1961, doth hereby order and
declare—

That the Grain Handling (Country Siding) Award,
No. 12 of 1962, as amended, be and the same is hereby
further amended in the terms of the attached schedule.

Dated at Perth this 12th day of September, 1963.

By the Court,

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

Schedule.

Clause 7, Wages : Delete subclauses (a) and (b) and insert
in lieu thereof the following :—

	Per Week.
	£ s. d.
(a) Basic Wage :	
(i) South West Land Division	14 19 11
(ii) Rest of State	14 14 1
(b) Margins :	
(i) Weighbridge Officers	2 0 6
(ii) Bin Attendants, Pest Control Opera- tors and Maintenance Workers—	
First 12 months' continuous experience	2 4 0
Second 12 months' continuous experience	3 3 6
Thereafter	4 3 0

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 507 of 1963.

In the matter of the Industrial Arbitration Act,
1912-1961, and in the matter of an Industrial
Dispute between Building Trades Association
of Unions of Western Australia (Association
of Workers) and The Western Australian
Amalgamated Society of Carpenters and
Joiners' Industrial Union of Workers, Appli-
cants, and The State Electricity Commission
of Western Australia, Respondent.

WHEREAS an industrial dispute arose between the
abovenamed parties; and whereas on the 10th day
of July, 1963, at a conference convened by the
President of the Court of Arbitration of the repre-
sentatives of the parties concerned, as no agree-
ment was reached in respect to the whole of the
matters in dispute, the said matters were referred
into Court pursuant to section 171 (7) of the said
Act for hearing and determination; and whereas
having heard Mr. R. W. Clohessy on behalf of
the applicants and Mr. R. West on behalf of the
respondent, the Court in pursuance of the powers
contained in section 61 (b) (ii) of the said Act
doth hereby order and declare—

That the Carpenters' (State Electricity Com-
mission) Award, No. 13 of 1953, as amended,
be and the same is hereby further amended
in the terms of the attached schedule.

Dated at Perth this 19th day of August, 1963.

By the Court,

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

Schedule.

Clause 25—Allowances, Special Provisions, etc.:
Add to this clause a new subclause (13) as fol-
lows:—

(13) Workers engaged on construction work
on the site of the Muja Power Station shall
be paid fares and travelling time and dis-
ability allowance and all extra rates for special
conditions of work, from time to time pre-
scribed for construction workers under the
provisions of the Building Trades Award.

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 657 of 1963.

Between Merchant Service Guild of Australia, Western
Australian Section, Union of Workers, Applicant, and
BP (Kwinana) Proprietary Limited, Respondent.

HAVING heard Mr. R. H. Featherstone on behalf of the
applicant and Mr. G. J. Martin on behalf of the respondent,
the Court, in pursuance of the powers contained in section 92
of the Industrial Arbitration Act, 1912-1961, doth hereby
order and declare—

That the Oil Refinery Launch Masters Award No. 23
of 1957, as amended, be and the same is hereby further
amended in the manner following :—

Clause 9—Rates of Wages : Delete subclauses (a)
and (b) of this clause and insert in lieu thereof the
following :—

	Per Week.
	£ s. d.
(a) Basic Wage :	
(i) Within a 15-mile radius from the G.P.O., Perth, but within the limits of the Port of Fremantle	15 1 6
(ii) Outside a 15-mile radius from the G.P.O., Perth, but within the limits of the Port of Fremantle	14 19 11
	Margin Over Male Basic Wage Per Week.
	£ s. d.
(b) Adult Males :	
Launch Master	7 2 6

Dated at Perth this 12th day of September, 1963.

By the Court,

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

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 596 of 1963.

Between The Western Australian Barmaids and Barmen's
Union of Workers, Perth, Applicant, and O'Brien's
Court Hotel Pty. Ltd. and others, Respondents.

HAVING heard Mr. J. Coleman on behalf of the applicant
and Mr. G. J. Martin on behalf of the respondents, the Court,
in pursuance of the powers contained in section 92 of the
Industrial Arbitration Act, 1912-1961, doth hereby order
and declare—

That the Barmaids and Barmen's Award (Metro-
politan) Award, No. 47 of 1949, as amended, be and the
same is hereby further amended in the manner fol-
lowing :—

Clause 4—Wages : Delete subclauses (a) and (b)
of this clause and insert in lieu thereof the fol-
lowing :—

	Within a 15-mile Radius of the G.P.O., Perth.	Outside a 15-mile Radius but Within a 20-mile Radius of the G.P.O., Perth.	Per Week.	Per Week.
			£ s. d.	£ s. d.
(a) Basic Wage :				
Males	15 1 6			14 19 11
Females	11 6 1			11 4 11
(b) Margins :				
Barmen	3 10 0			3 10 0
Barmaids	7 5 5			7 5 0

Dated at Perth this 11th day of September, 1963.

By the Court,

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

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 12 of 1963.

Between the Boilermakers' Society of Australia, Union of Workers, Coastal Districts, W.A.; Coastal District Committee Amalgamated Engineering Union Association of Workers; State Executive, Australasian Society of Engineers' Industrial Association of Workers; The Federated Engine Drivers and Firemen's Union of Workers of Western Australia; The Collie Federated Engine Drivers and Firemen's Union of Workers of Western Australia, and Electrical Trades Union of Workers of Australia (Western Australian Branch), Perth, Applicants, and Constructors John Brown Aust. Pty. Ltd.; Crewe & Sons Pty. Ltd.; O'Donnell Griffin, Fischbach and Moore (W.A.) Pty. Ltd.; J. & E. Ledger Pty. Limited; Forwood Down W.A. Pty. Limited; Tomlinson Steel Limited; Saunders & Stuart Limited, and Simon Carves Australia Pty. Ltd., Respondents.

THE Court of Arbitration of Western Australia doth hereby make the following Award in connection with the industrial dispute between the above-named parties:—

Award.

1.—Title.

This Award shall be known as the "Metal Trades (South-West Land Division, Industrial Construction) Award".

2.—Arrangement.

1. Title.
2. Arrangement.
3. Term.
4. Area.
5. Scope.
6. Contract of Service.
7. Loss of Time by Strikes and Breakdowns.
8. Higher Duties.
9. Hours.
10. Overtime.
11. Holidays.
12. Absence Through Sickness.
13. Board of Reference.
14. Protective Equipment.
15. Fares, Travelling Time and Distant Work.
16. Representative Interviewing Workers.
17. Grievances and Disputes.
18. Record.
19. Preference.
20. Liberty to Apply.
21. Wages.
22. Apprentices.

3.—Term.

The term of this Award shall be for a period of six (6) calendar months.

4.—Area.

This Award shall operate over the South West Land Division of the State of Western Australia, except for the area within a radius of twelve (12) miles from the General Post Office, Perth, and except for the site of the Alumina Refinery at Naval Base.

5.—Scope.

This Award shall apply to the employers parties to this Award, in respect of workers classified in clause 21 hereof insofar as such workers are engaged by them upon construction work on a site of an industrial construction project. Workers who are normally employed in or about the employer's established place of business or who report to such established place of business whilst not employed on a construction site shall not be bound by the terms of this Award. Provided that when workers referred to in the previous sentence are employed on site on construction work they shall be entitled to be paid the disabilities allowance and height money prescribed by clause 21 hereof and the fares and travelling time prescribed by sub-clause (a) of clause 15 hereof, for the period so employed and in addition shall receive those payments, allowances and benefits prescribed by Award No. 1 of 1954 (The Metal Trades—South West Land Division Award) as amended except those payments prescribed by Clause 12 (Special Rates) of that Award.

6.—Contract of Service.

(a) The contract of service shall be by the week and shall be terminable—

- (i) in the case of termination by the worker by one (1) week's notice given on any day; and
- (ii) in the case of termination by the employer notice given not later than at any time during the day from the end of which it is to be terminated and the payment of one (1) week's pay; except for the first month of employment, when the hiring shall be from day to day and during this period a day's notice or a day's pay shall be sufficient.

Provided that where a worker is offered by the same employer but refuses further employment at another site but subsequently within a fortnight of such refusal applies to that employer for employment and is engaged to work at that other site the one (1) week's pay or one (1) day's pay as the case may be paid to that worker on the termination of his former employment shall be credited towards payment of any wages due in his new employment.

(b) The employer shall be under no obligation to pay for any day not worked upon which the worker is required to present himself for duty, except such absence from work is due to illness and comes within the provisions of clause 12 or such absence is on account of holidays to which the worker is entitled under the provisions of this Award.

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

7.—Loss of Time by Strikes and Breakdowns.

The employer shall be entitled to deduct payment for any day upon which a worker cannot be usefully employed because of any strike by members of any union a party to this Award or of any other union of workers or because of the breakdown of the employer's machinery.

8.—Higher Duties.

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

9.—Hours.

(a) The ordinary working hours shall not exceed forty (40) in any one (1) week and shall not exceed eight (8) in any one (1) day, Monday to Friday inclusive, and shall be worked between the hours of 7 a.m. and 5.30 p.m.

(b) Meal interval shall not exceed one (1) hour.

(c) Subject to the provisions hereinafter contained, a rest period of seven (7) minutes from the time of ceasing to the time of resumption of work shall be allowed each morning. This interval shall be counted as time off duty without deduction of pay and shall be arranged at a time and in a manner to suit the convenience of the employer. Morning tea may be taken by workers during this interval.

(d) When a worker is required to work overtime for half ($\frac{1}{2}$) an hour or more immediately following his ordinary finishing time a rest period of seven (7) minutes under similar conditions shall be allowed between the end of the second and third hour's work after the meal break and where it is not practical so to do as soon as possible thereafter, unless all the workers involved prefer to do without such rest period.

10.—Overtime.

(a) For all work done beyond the hours of duty on any week day other than a holiday, payment shall be at the rate of time and a half for the first four (4) hours and double time thereafter.

(b) Work done on Sundays or the holidays prescribed in Clause 11 shall be paid for at double time rates.

(c) (i) Rest Period after Overtime.—When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that workers have at least eight (8) consecutive hours off duty between the work of successive days.

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

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

(d) When a worker is recalled to work, whether notified before or after leaving the job, he shall be paid for at least three (3) hours at overtime rates.

(e) When a worker is required for duty during any meal time whereby his meal time is postponed for more than one (1) hour, he shall be paid at overtime rates until he gets his meal.

(f) A worker shall not be compelled to work for more than five (5) hours without a break for a meal, except when overtime is worked immediately following (except for a rest period under clause 9 (d)) the usual knock off time, when the period fixed by this subclause may be extended to six (6) hours.

(g) A worker required to work overtime for more than two (2) hours, without being notified on the previous day or earlier that he will be so required to work, shall be supplied with a meal by the employer or be paid seven shillings (7s.) for a meal. If the amount of overtime required to be worked necessitates a second or subsequent meal, the employer shall, unless he has notified the workers concerned on the previous day or earlier that such second or subsequent meal will also be required, provide such meal or pay an amount of seven shillings (7s.). If a worker in consequence of receiving such notice has provided himself with a meal or meals and is not required to work overtime or is required to work less overtime than notified, he shall be paid the amounts above prescribed in respect of the meals not then required.

(h) An employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement, provided that the appropriate shop steward shall be notified by the employer of such requirement and in the event of such shop steward disagreeing as to the reasonableness of the overtime required, the appropriate union shall be notified of the circumstances making such overtime desirable before (except in case of emergency) such overtime work is commenced.

11.—Holidays.

(a) (i) The following days or the days observed in lieu shall, subject to subclause (b) of clause 10, be allowed as holidays without deduction of pay, namely: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day. Provided that another day may be taken as a holiday by arrangement between the parties in lieu of any of the days named in this subclause.

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

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

(c) Except as hereinafter provided, a period of two (2) consecutive weeks' leave with payment of ordinary wages as prescribed shall be allowed annually to a worker by his employer after a period of twelve (12) months' continuous service with that employer, but where a worker completes that twelve months' continuous service on or after the 30th November, 1963, he shall be allowed three (3) consecutive weeks' leave instead of the two (2) consecutive weeks' leave prescribed herein.

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

(e) After one (1) month's continuous service in any qualifying twelve (12) monthly period a worker whose employment terminates shall be paid, in respect of each completed month of continuous service in that qualifying period:—

(i) One-sixth ($\frac{1}{6}$) of a week's pay at his ordinary rate of wage if he leaves his employment before the 30th November, 1963, and one-quarter ($\frac{1}{4}$) of a week's pay at his ordinary rate of wage if he leaves his employment on or after that date.

(ii) One-quarter ($\frac{1}{4}$) of a week's pay at his ordinary rate of wage if his employment is terminated by the employer through no fault of the worker after 5th September, 1963, and one-sixth ($\frac{1}{6}$) of a week's pay at his ordinary rate of wage if his employment is so terminated on or before that date.

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

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

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

(i) In special circumstances and by mutual consent of the employer, the worker and the union concerned, annual leave may be taken in not more than two (2) periods.

12.—Absence Through Sickness.

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

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

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

(d) Sick leave shall accumulate from year to year so that any balance of the period specified in subclause (a) of this clause which has in any year not been allowed to any worker by his employer as paid sick leave may be claimed by the worker and, subject to the conditions hereinbefore prescribed, shall be allowed by his employer in any subsequent year without diminution of the sick leave prescribed in respect of that year. Provided that the sick leave which accumulates pursuant to this subclause shall be available to the worker for a period of two (2) years but no longer from the end of the year in which it accrues.

13.—Board of Reference.

(a) The Court hereby appoints for the purpose of this Award, a Board of Reference.

(b) The Board shall consist of a chairman, to be appointed by the Court, and two (2) other representatives, one to be nominated jointly by the applicants and the other jointly by the respondents to this Award.

(c) The Board is hereby assigned the following functions in the event of a disagreement between the parties bound by this Award:—

(i) Adjusting any matters of difference which may arise between the parties from time to time, except such as involve interpretation of the provisions of this Award or any of them.

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

(d) The provisions of regulation 106 of the regulations made under the Industrial Arbitration Act, 1912-1961, shall be deemed to apply to any Board of Reference appointed hereunder.

14.—Protective Equipment.

(a) The employer shall have available a sufficient supply of protective equipment (as for example, helmets, hand screens, goggles, glasses, gloves, aprons, leggings and gum boots) for use by his workers when engaged on work for which some protective equipment is reasonably necessary. It shall be a defence by an employer charged with a breach of this subclause if he proves that he was unable to obtain either the item of equipment the subject of the charge or a suitable substitute.

(b) Every worker shall sign an acknowledgment on receipt of any article of protective equipment and shall return same to the employer when he has finished using it or on leaving his employment.

(c) No worker shall lend another worker any such article of protective equipment issued to such first mentioned worker and, if the same are lent, both the lender and the borrower shall be deemed guilty of misconduct.

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

(e) During the time any article of protective equipment is on issue to the worker he shall be responsible for any loss or damage thereto, fair wear and tear attributable to ordinary use excepted.

15.—Fares, Travelling Time and Distant Work.

(a) For all workers required on any day to report directly to the job, the following allowance shall be paid to workers and apprentices to compensate for excess fares and travelling time from the worker's home to his place of work and return:—

(i) Within a radius of twelve (12) miles from the principal Post Office in the town nearest to the site—six shillings (6s.).

(ii) For each additional mile—sixpence (6d.) per mile.

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

(iv) Where transport to and from the job is provided by the employer from and to his depot or such other place more convenient to the worker as is mutually agreed upon between the employer and the worker, half the above rates shall be paid: Provided that the conveyance used for such transport is provided with suitable seating and weatherproof covering.

(b) Where a worker is engaged or selected or advised by an employer or his agent to proceed to the site at such a distance that he cannot return to his home each night, the employer shall provide suitable board and lodging or shall pay the expenses reasonably incurred by the worker for board and lodging. Provided that an employer shall not be required to provide such free board and lodging or pay such expenses reasonably incurred for any period during which a worker without reasonable cause is absent from work: Provided further that where the board and lodging is supplied by the employer he may deduct from the moneys owing or which may become owing to the worker an amount equivalent to the value of such board and lodging for the period of the absence.

(c) (i) The employer shall pay all reasonable expenses including fares, transport of tools, meals and, if necessary, suitable overnight accommodation incurred by a worker or person engaged who is directed by his employer to proceed to the locality of the site and who complies with such direction.

(ii) The worker shall be paid at ordinary rate of payment for the time up to a maximum of eight (8) hours in any one (1) day incurred in travelling pursuant to the employer's direction.

(d) Where a worker who, after one (1) month of employment with an employer, leaves his employment, or whose employment is terminated by his employer, except for incompetency, within one (1) working week of his commencing work on the job or for misconduct and in either instance subject to the provisions of clause 6 of this Award returns to the place from whence he first proceeded to the locality, or to a place less distant than or equidistant to the place whence he first proceeded, the employer shall pay all expenses—including fares, transport of tools, meals and, if necessary, suitable overnight accommodation—incurred by the worker in so returning. Provided that the employer shall in no case be liable to pay a greater amount under this subclause than he would have paid if the worker had returned to the locality from which he first proceeded to the job.

16.—Representative Interviewing Workers.

(a) On notifying the employer or his representative, an accredited representative of the union shall be permitted to interview a worker during the recognised meal hour on the business premises of the employer at the place at which the meal is taken but this permission shall not be exercised without the consent of the employer more than once in any one (1) week.

(b) In the case of a disagreement existing or anticipated concerning any of the provisions of this Award, an accredited representative of the union, on notifying the employer or his representative, shall be permitted to enter the business premises of the employer to view the work the subject of any such disagreement but shall not interfere in any way with the carrying out of such work.

(c) Any employer who alleges that an accredited representative is creating dissatisfaction amongst his workers or is offensive in his methods or is not complying with subclauses (a) and (b) hereof or is committing a breach of the Industrial Arbitration Act, 1912-1961, may refuse the right of entry of such representative but the representative shall have the right to bring such refusal before the Board of Reference.

17.—Grievances and Disputes.

(a) To facilitate the remedying of any grievance or the settlement of any dispute, the following procedure shall apply:—

The job steward on the site may discuss any grievance affecting the workers concerned with the foreman and, failing the matter being satisfactorily resolved, he may approach the industrial officer or other officer nominated by the employer to deal with such matters on the site, for further discussion. Provided however that any such job steward shall not leave his place of work for the purpose of investigating or discussing with the employer's representative any such matter unless on each occasion he first obtains permission to do so from his foreman or supervisor or unless, in the absence of both the foreman and supervisor, he first notifies the leading hand.

(b) If the matter is not resolved at these discussions, the job steward shall notify the secretary of the union of the matter and discussions will then be carried on by representatives of the employer and the union.

(c) Work shall be carried on during any such negotiations or discussions and, failing the matter being satisfactorily settled, it shall be referred to a Board of Reference or, in cases where a Board of Reference would not have jurisdiction to determine the matter, to the President of the Court or the Conciliation Commissioner if the President delegates authority to him for the purpose of calling a compulsory conference under the Act.

18.—Record.

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

(b) The time and wages record shall be open for inspection by a duly accredited official of the union, during the usual office hours, at the employer's office or other convenient place and he shall be allowed to take extracts therefrom. The employer's works shall be deemed to be a convenient place for the purpose of this paragraph and if for any reason the record be not available at the works when the official calls to inspect it, it shall be made available for inspection within twelve (12) hours, either at the employer's office or at the works.

19.—Preference.

(a) In this clause, the term "unionist" means a worker who is a financial member of an industrial union of workers party to this Award.

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

(c) Any worker whose application for membership of the union has been refused shall be so advised by the union in writing and shall have the right of appeal within seven (7) days of being so advised, to the Industrial Registrar whose decision on such matters shall be final. Such worker who has exercised his right of appeal shall, pending the decision of the Industrial Registrar, have the same rights under this clause as a "unionist."

(d) Subject to subclause (c) hereof, workers who are not "unionists" shall within seven (7) days of being supplied with the necessary application forms for membership and a copy of this clause, by an accredited representative of the union, apply in the prescribed manner for membership and, if

accepted as a member, maintain financial membership whilst employed by an employer bound by this Award. Workers who are unfinancial or financial members of the industrial unions of workers parties to this Award shall become and/or maintain financial membership whilst employed by any respondent to this Award.

(e) Exemptions:—

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

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

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

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

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

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

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

(f) Subject to subclause (b) hereof, and other things being equal, dismissals, other than for misconduct, shall be based on seniority in that the last worker engaged in the classification affected shall be the first to be dismissed.

20.—Liberty to Apply.

Liberty is reserved to any party to this Award to apply to amend Clause 4 (Area), Clause 11 (Holidays) and to add provisions relating to shift work, to tool allowance, and also to add new classifications in Clause 21 (Wages).

21.—Wages.

The minimum rates of wages payable to workers under this Award shall be:—

	Per Week.
(a) Basic Wage—	£ s. d.
Metropolitan area	15 1 6
South-West Land Division	14 19 11
	Margin
	Per Week.
(b) Classification:	£ s. d.
1. Welder who on engagement is required to pass a special test or who does work which is subject to special test	5 16 6
2. Welder—other	5 6 0
3. Boilermaker	5 6 0
4. Fitter	5 6 0
5. Electrical fitter	5 6 0
6. Electrical installer	5 6 0
7. Motor mechanic	5 6 0
8. Rigger	3 7 0
8A. Rigger—fully licensed four shillings (4s.) per day extra provided he is not paid an extra rate as a leading hand.	

	Margin Per Week		
	£	s.	d.
9. Tradesman's assistant who from time to time is required to do rigging work (other than as an assistant rigger) or who uses a grinding machine	1	19	0
10. Tradesman's assistant	1	12	6
11. Tool and material storeman	1	12	6
12. Lagger:			
1st six months' experience	1	12	6
2nd six months' experience	2	1	0
Thereafter	2	13	0
13. Grinder using portable machine	1	19	0
14. Crane driver	5	6	0

(c) Every worker under this Award shall also be paid a site disability allowance of two pounds (£2) per week or such other amount as may from time to time be fixed by agreement between the parties or, failing such agreement, by a Board of Reference, for any particular site on which the disabilities suffered are either substantially greater or substantially less than those suffered on the normal industrial construction site, such allowance to be added to and to be regarded for all purposes as part of the margin prescribed by this Award.

(d) Leading Hands: Leading hand means any worker placed in charge of three (3) or more other workers. A leading hand shall be paid such extra rate as hereinafter prescribed, viz.:—

- (i) When in charge of not less than three (3) and not more than ten (10) other workers he shall be paid twenty-one shillings (21s. per week extra.
- (ii) When in charge of more than ten (10) and not more than twenty (20) other workers he shall be paid forty-two shillings and sixpence (42s. 6d.) per week extra.
- (iii) When in charge of more than twenty (20) other workers he shall be paid sixty-three shillings and sixpence (63s. 6d.) per week extra.
- (iv) Such extra rate shall be added to and be deemed for all purposes to be part of the margin prescribed.

(e) Special Rates:

- (i) Height Money.—Workers, except riggers and splicers engaged at a height of fifty feet (50 ft.) or more above the nearest horizontal plane shall be paid at the rate of two shillings (2s.) per day extra up to one hundred feet (100 ft.) and sixpence (6d.) per day extra for each additional fifty feet (50 ft.) with a maximum of five shillings (5s.) per day in all.
- (ii) Welding Allowance—A tradesman (not employed as a welder) who, in addition to his employment as such, is also required to do welding other than heating and cutting of a minor nature, shall be entitled to receive one shilling and fourpence (1s. 4d) per day, in addition to his ordinary rate of pay whilst so engaged.

22.—Apprentices.

No apprentice shall be registered under the provisions of this Award but any apprentice registered under any other Award who is employed on work which if it were being done by any other worker would be covered by the provisions of this Award shall whilst so employed be paid, in addition to the wages for the time being prescribed for such apprentice by the Award under which he is registered, an amount of two pounds (£2) per week, such additional amount to be considered as part of his ordinary weekly wage for all purposes whilst he is so employed and whilst such an apprentice is so employed Clauses 9 (Hours), 10 (Overtime), 11 (Holidays), 14 (Protective Equipment), 18 (Record) and 21 (e) (i) (Height Money) shall apply to such

apprentices, as shall Clause 15 (Fares, Travelling Time and Distant Work) except that the apprentice shall be paid only three-quarters ($\frac{3}{4}$) of the allowance therein prescribed.

In witness whereof this Award has been signed by the President of the Court and the Seal of the Court has been hereto affixed this 5th day of September, 1963.

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

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 469 of 1963.

Between West Australian Branch, Australasian Meat Industry Employers' Union, Industrial Union of Workers, Perth, Applicant, and Meat and Allied Trades Federation and Others, Respondents.

HAVING heard Mr. J. Flanagan on behalf of the applicant and Mr. D. Cort on behalf of the respondents, the Court, in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1961, doth hereby order and declare—

That the Meat Industry (Kalgoorlie) Butchers Award, No. 5 of 1959, as amended, be and the same is hereby further amended in the terms of the attached schedule.

Dated at Perth this 16th day of August, 1963.

By the Court,

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

Schedule.

Clause 7—Wages: Delete subclauses (a) (b) and (c) and insert in lieu thereof the following:—

(a) Basic Wage:

	Per Week.
	£ s. d.
Males	14 14 1
Females	11 0 7

Margin Over
Basic Wage
Per Week.

(b) Adult Male Workers:

	£	s.	d.
(1) General Butcher	4	8	0
(2) Salter	4	8	0
(3) Smallgoodsman	4	8	0
(4) First Shopman	5	5	0
(5) First Smallgoodsman	5	5	0
(6) Counterhands (i.e., a worker in a substantially prewrapped meat department selling uncooked and prewrapped meats and who is not required to cut such meats)	3	4	0
(7) Counterhands who are required or permitted to cut uncooked meats shall be paid not less than the margin prescribed for a general butcher.			
(8) Drivers of motor vehicles—			
(i) not exceeding 25 cwt. capacity	2	11	0
(ii) exceeding 25 cwt. but not exceeding 3 tons capacity	3	5	0
(iii) exceeding 3 tons but not exceeding 6 tons capacity	3	18	6
(iv) for each complete ton over 5 tons capacity 2s. 6d. additional margin.			

	Margin Over Female Basic Wage Per Week.		
	£	s.	d.
(c) Adult Female Workers:			
(1) Counterhands (i.e., a worker in a substantially prewrapped meat department selling uncooked and prewrapped meats who is not required to cut such meats)	2	0	0
(2) Counterhands who are required or permitted to cut uncooked meats shall be paid not less than the total male rate for a general butcher.			
(3) Females wrapping, weighing, packaging or packing uncooked meat in a pre-packing area	1	10	0
(4) Females whose work includes pricing	2	0	0
(5) Females appointed as leading hands by an employer shall be paid in addition—			
If placed in charge of less than three (3) other workers		7	6
If placed in charge of three (3) or more but less than ten (10) other workers		15	0
If placed in charge of ten (10) or more other workers	1	10	0

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 599 of 1963.

Between The West Australian Timber Industry Industrial Union of Workers, South-West Land Division, Applicant, and Millars Timber and Trading Coy. Pty. Ltd. and others, Respondents.

HAVING heard Mr. R. Gibson on behalf of the applicant and Mr. J. Ince on behalf of the respondents, the Court, in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1961, doth hereby order and declare—

That the Timberworkers' Award, No. 36 of 1950, as amended, be and the same is hereby further amended in the terms of the attached schedule.

Dated at Perth this 6th day of September, 1963.

By the Court,

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

Schedule.

Schedule 1.—Rates of Pay: Delete subclauses (a) and (b) and insert in lieu thereof the following:—

	Per Week.		
	£	s.	d.
(a) Basic wage	14	19	11
(b) The following workers shall be paid the margins shown against their respective items:—			
	Margin Over Basic Wage.		
	£	s.	d.
1. Log Band Sawyer with or without Symonsen Turner	5	6	0
2. No. 1 Benchman with or without Symonsen Turner	5	6	0
3. Twin Sawyer planking out and fitching to size	5	6	0
4. Vertical Sawyer with or without Symonsen Turner not otherwise classified	3	13	0

	Margin Over Basic Wage.		
	£	s.	d.
5. Other breaking-down sawyers who do not cut planks to size	3	13	0
6. No. 2 Benchman	4	5	0
7. No. 3 Benchman	2	16	0
8. Power-driven Crosscut Sawyer	2	2	6
9. No. 4 Benchman	1	10	0
10. Dockerman—			
(a) Main Docker—			
(i) Responsible man at docker	2	16	0
(ii) Tallyman	2	2	6
(iii) Dockerman	1	12	6
(iv) Marker		8	6
(b) Other Dockers—			
(i) Responsible man at docker	1	11	0
(ii) Tallyman	1	2	6
(iii) Dockerman		18	6
(iv) Marker		8	6
11. Pullers-out and/or assistants on No. 1 Bench—			
(a) Single handed on dead or hand propelled roller	3	13	0
(b) Double handed on dead or hand propelled roller	2	3	6
(c) Friction feed	1	11	0
(d) Handleman	2	2	6
(e) Leverman on friction fed bench	2	2	6
12. Pullers-out and/or assistants on No. 2 Bench—			
(a) Single handed on hand propelled roller	2	11	0
(b) Double handed on hand propelled roller	1	10	0
(c) Friction feed	1	6	0
(d) Handleman	1	10	0
(e) Leverman on friction fed bench	1	10	0
13. Pullers-out and/or assistants on No. 3 Bench	1	0	6
14. Assistants on any breaking-down saw or break-down bench	1	11	0
15. Axeman other than faller or spotter		7	6
16. Beam Squarer using broad axe or adze (this does not apply to spotters at spot mills)	5	2	0
17. Belt Repairers whilst so engaged other than machinist or sawyer repairing his own belts	1	8	6
18. Bulldozer Driver whilst employed on road, railway or mill constructions	4	15	6
19. Carpenter and/or Joiner	5	6	0
20. Carpenter—Bush	2	19	6
21. Carpenter's Labourer	1	1	0
22. Faller	4	0	6
23. Fork Lift Driver	3	10	0
24. Guard	3	9	6
25. Hand Crosscut Sawyer (this does not apply to persons using a small hand saw nor to persons crosscutting sawn or hewn timber of less than 80 in. girth)		10	6
26. Hookman (Mill)	1	13	0
27. Horsedriers—			
One horse	1	13	0
Two horses	2	11	0
Each additional horse		2	6
28. Kiln Attendant	1	17	0
29. Loading or turning sleepers over 5 ft. long from truck floor level or lower	1	10	0
30. Log Loaders in bush	1	19	0
31. Man-in-charge of railway builders or of landing builder	2	19	6
32. Mill Cleaner		Nil	
33. Mill Greaser	1	8	0
34. Mill Hand (as defined)		7	6
35. Millwright (as defined)	5	6	0

	Margin Over Basic Wage.	£	s.	d.
(ii) Who is not required to grind his knives and cutters, but is at any time required to set up his machine, and then only from such time as he is required so to act		1	10	0
(h) Fret Sawyer or Detail Hand Sawyer (if full time employed)		2	15	6
(i) Chain Morticer—				
(i) Who is required to set up his machine or to grind his knives and cutters and then only from such time as he is required to so act		2	11	6
(ii) Who is not required to grind his own knives and cutters or set up his machine		1	10	0
(j) Morticer—				
(i) Who is required to set up his machine or to grind his knives and cutters and then only from such time as he is required to so act		2	11	6
(ii) Who is not required to grind his knives and cutters or set up his machine		1	10	0
(k) Grader behind fast feed flooring machine		1	10	0
(l) Floor Sanding Machine		1	1	0
(m) Grader and Feeder, fast feed flooring machine		19		6
55. Yard hand (as defined)		7		6
56. Other unclassified male adults				Nil

IN THE COURT OF ARBITRATION
OF WESTERN AUSTRALIA.

No. 21 of 1963.

Between The State Executive, Australasian Society of Engineers Industrial Association of Workers, Applicant, and Metal Manufacturers W.A. Pty. Ltd., Respondent.

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

Memorandum of Agreement.

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

1.—Title.

This Award shall be known as the "Non-Ferrous Metals (Metal Manufactures (W.A.) Pty. Ltd.) Award, 1963."

2.—Arrangement.

1. Title.
2. Arrangement.
3. Scope.
4. Area.
5. Term.
6. Contract of Service.
7. Record.
8. Hours.
9. Overtime.
10. Shift Work.
11. Junior Male Workers.
12. Casual Workers.
13. Wages.
14. Leading Hands.
15. Meal Money.
16. Maximum Payment.
17. Payment of Wages.
18. Under-rate Workers.
19. Mixed Functions.
20. Public Holidays.
21. Annual Leave.
22. Absence Through Sickness.
23. Long Service Leave.
24. Junior Workers' Certificate.
25. Protective Equipment.
26. Representative Interviewing Workers.
27. Breakdowns.
28. Board of Reference.

3.—Scope.

This Award shall apply to workers classified in clause 13 hereof employed by the respondent.

4.—Area.

This Award shall operate over the area comprised within a radius of fifteen (15) miles from the General Post Office, Perth.

5.—Term.

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

6.—Contract of Service.

(1) Except as hereinafter provided the contract of service shall be by the week and shall be terminated by one week's notice on either side or by the payment or forfeiture of one week's pay as the case may be.

(2) During the first month of employment the contract of service shall be by the day and shall be terminated by one day's notice on either side, or by the payment or forfeiture of one day's pay, as the case may be.

(3) Nothing herein shall derogate from the employer's right at Common Law to dismiss a worker without notice for misconduct or other sufficient cause.

(4) Notwithstanding anything elsewhere contained in this Award an employer may select and utilize for timekeeping purpose any fractional or decimal proportion of an hour (not exceeding a quarter of an hour) and may apply such proportion in the calculation of the working time of workers who without reasonable cause, promptly communicated to the employer, report for duty after their appointed starting times or cease duty before their appointed finishing times.

An employer who adopts a proportion for the aforesaid purpose shall apply the same proportion for the calculation of overtime.

7.—Record.

- (1) The employer shall keep a record showing—
 - (a) the name of each worker;
 - (b) the nature of his work;
 - (c) the starting and finishing times on each day;
 - (d) the total hours worked;
 - (e) the wages and overtime paid.

(2) Each worker shall be required to sign the record on receipt of his wages.

(3) The time and wages record shall be open for inspection by a duly accredited official of the Union, during the usual office hours, at the employer's office or other convenient place, and he

shall be allowed to take extracts therefrom. Provided that if for any reason the record be not available when the official calls in inspect it, it shall be made available for inspection within twenty-four (24) hours either at the employer's office or other convenient place.

8.—Hours.

(1) Day Workers—

The ordinary working hours for day workers shall not exceed forty (40) in any one week and shall not exceed eight (8) in any one day and shall be worked between the hours of 7 a.m. and 5.30 p.m. Monday to Friday inclusive.

Day workers shall be allowed thirty (30) minutes meal time between 12 noon and 1.30 p.m. except in the case of urgent breakdown work necessary to secure an immediate resumption of operations.

(2) Shift Workers—

(a) The ordinary hours of shift workers shall not exceed eight hours during any consecutive twenty-four (24) hours; forty (40) hours per week; eighty hours in fourteen (14) consecutive days.

(b) Twenty (20) minutes shall be allowed to shift workers each shift for crib, which shall be counted as time worked and shall be taken at the employer's convenience at such time as not to cause a stoppage of work.

9.—Overtime.

(1) For all work performed beyond the hours of duty and for work performed on Saturday payment shall be made at the rate of time and a half for the first four (4) hours, double time thereafter.

(2) All work performed on Sundays or on the holidays prescribed clause 20 hereof shall be paid at the rate of double time.

(3) A worker recalled from his home to work overtime and a day worker or Monday-to-Saturday shift worker required to work on Sunday or a holiday, shall be paid for a minimum of three (3) hours' work.

Overtime worked in the circumstances specified in this subclause shall not be regarded as time worked for the purpose of subclause (9) of this clause, where the actual time worked is less than three (3) hours on such recall.

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

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

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

(6) In the calculation of overtime rates, each day shall stand alone. Provided that, when a worker continues working beyond midnight on any day, the hours worked after midnight shall be counted as part of the previous day's work for the purpose of calculating the rates to be paid.

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

(8) When a worker is required for duty during any meal time, whereby his meal time is postponed for more than one (1) hour, he shall be paid at overtime rates until he gets his meal.

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

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

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

10.—Shift Work.

(1) Shift work may be worked, and shifts shall change weekly, so that, as far as practicable, all workers shall have a fair share of day shifts.

(2) Workers may be employed as day workers or shift workers, providing that where the necessity arises for a worker to be transferred from one shift to another, or from day work to shift work or *vice versa*, and a worker has not had 48 hours' notice of such change, overtime rates shall apply for all time worked outside the normal hours that would have been worked had the change not been effected.

(3) Day workers may be employed as and become shift workers for a period of not less than one week and shall be paid accordingly.

(4) (a) Shift workers shall be paid an allowance, as set out hereunder, when working the following rotation shifts:—

Day, Afternoon, Night—At the rate of 15s. per week.

Day, Night—At the rate of 15s. per week.

Day, Afternoon—At the rate of 12s. per week.

(b) Shift workers who do not work day shift at least one-third of their time shall be paid an allowance at the rate of 20s. per week whilst on afternoon and night shift only or on night shift only.

(c) Shift workers who do not work day shift at least one-third of their time shall be paid an allowance at the rate of 20s. per week whilst on afternoon shift only.

(d) Each shift allowance above prescribed is on a shift basis, the rate per shift being ascertained in each case by dividing the shift allowance prescribed by five.

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

(6) All work performed by seven-day shift workers during ordinary hours on Saturdays, Sundays and the holidays prescribed in clause 20 hereof, shall be paid for at the rate of time and one-half. These rates shall be paid in lieu of the shift allowances prescribed by subclause (4) hereof.

11.—Junior Male Workers.

Unapprenticed junior male workers may be employed in all occupations for which apprenticeship is not provided at the rates of wages prescribed in Clause 13 (3)—Wages, of this Award.

12.—Casual Workers.

Any worker dismissed through no fault of his own before the expiration of one (1) week of his employment shall be considered casual and shall receive ten per cent. (10%) above the rate specified for the work performed.

13.—Wages.

(1) Basic Wage:

	Per Week.
	£ s. d.
Within a fifteen (15) mile radius from the G.P.O., Perth	15 1 6

(2) Adult Males:

The minimum rates of wages payable to adult male workers covered by this Award shall be the following margins added to the basic wage as prescribed from time to time.

	Margin Per Week.
	£ s. d.
Wire—	
Annealer	2 4 0
Tandem Driver	2 4 0
Die Cleaner	2 4 0
Drum Assembler	2 4 0
Cone Machine Operator	1 19 0
Strander Driver	1 19 0
Examiner	1 19 0
Tandem Driver's Assistant	1 13 0
Circular Sawyer	1 13 0
Wire Welder	1 13 0
Strander Attendant	1 13 0
Wire Winder	1 8 0
General Hand	1 8 0
Tradesmen and General—	
Fitter	5 6 0
Weigher and Recorder (Warehouse)	2 4 0
Tradesman's Assistant	1 13 0
Tool and Material Storeman	1 13 0
Unskilled Workers	Nil.

	Percentage of Basic Wage.
(3) Junior Male Workers:	
Under 16 years of age	25
Between 16 and 17 years of age	35
Between 17 and 18 years of age	45
Between 18 and 19 years of age	60
Between 19 and 20 years of age	75
Between 20 and 21 years of age	90

14.—Leading Hands.

Workers, whilst occupying the position of Leading Hands, placed directly in charge of other workers shall be paid an allowance of four shillings and twopence (4s. 2d.) per day or shift extra.

15.—Meal Money.

(1) A worker required to work overtime for more than two (2) hours, without being notified on the previous day or earlier that he will be so required to work, shall be provided with any meal required or paid five shillings (5s.) in lieu thereof.

(2) If the amount of overtime required to be worked necessitates a second or subsequent meal, the employer shall, unless he has notified the workers concerned on the previous day or earlier that such second or subsequent meal will also be required, provide such meals or pay an amount of three shillings and fourpence (3s. 4d.) for each second or subsequent meal.

(3) No such payments need be made to workers living in the same locality as their workshops who can reasonably return home for such meals.

(4) If a worker in consequence of receiving such notice has provided himself with a meal or meals and is not required to work overtime, or is required to work less overtime than notified, he shall be paid the amounts above prescribed in respect of the meals not then required.

16.—Maximum Payment.

(1) Shift allowances and other allowances shall not be subject to any premium or penalty additions.

(2) Rates prescribed by this Award shall not exceed double the rates prescribed by Clause 13—Wages, of this Award, provided that this subclause shall not apply to any excess due to payments under Clause 10 (4)—Shift Work, of this Award.

17.—Payment of Wages.

All wages shall be paid weekly and not more than two (2) days' wages shall be kept in hand.

18.—Under-Rate Workers.

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

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

(3) After application has been made to the Board and pending the Board's decision, the worker shall be entitled to work for the employer at the proposed lesser rate.

19.—Mixed Functions.

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

20.—Public Holidays.

(1) The following days or the days observed in lieu shall, subject to clause 9 hereof, be allowed as holidays without deduction of pay, namely: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day: Provided that another day may be taken as a holiday by arrangement between the parties in lieu of any of the days named in the subclause.

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

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

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

21.—Annual Leave.

(1) Except as hereinafter provided a period of two (2) consecutive weeks' leave with payment of ordinary wages as prescribed shall be allowed annually to a worker by his employer after a period of twelve (12) months' continuous service with such employer provided that where a worker completes such twelve (12) months' continuous service on or after the 30th day of November, 1963, he shall be allowed three (3) consecutive weeks' leave instead of the two (2) consecutive weeks' prescribed herein.

(2) (a) A seven day shift worker, i.e., a shift worker who is rostered to work regularly on Sunday and holidays shall be allowed one (1) week's leave in addition to the leave to which he is otherwise entitled under this clause.

(b) Where a worker with twelve (12) months' continuous service is engaged for part of a qualifying twelve monthly period as a seven day shift worker, he shall be entitled to have the period of annual leave to which he is otherwise entitled under this clause increased by one twelfth (1/12th) of a week for each completed month he is continuously so engaged.

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

(4) After one (1) month's continuous service in any qualifying twelve monthly period a worker whose employment terminates shall be paid, in respect of each completed month of continuous service in that qualifying period:—

(a) One-sixth (1/6th) of a week's pay at his ordinary rate of wage if he leaves his employment before the 30th November, 1963, and one-quarter (¼) of a week's pay at his ordinary rate of wage if he leaves his employment on or after that date.

(b) One-quarter (¼) of a week's pay at his ordinary rate of wage if his employment is terminated by the employer through no fault of the worker after 30th August, 1963, and one-sixth (1/6th) of a week's pay at his ordinary rate of wage if his employment is so terminated on or before that date.

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

(6) In the event of a worker being employed by an employer for portion only of a year, he shall only be entitled, subject to subclause (4) of this clause, to such annual leave on full pay as is proportionate to his length of service during that period with such employer and if such leave is not equal to the leave given to the other workers of such employer he shall not be entitled to work or pay whilst the other workers of such employer are on leave on full pay.

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

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

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

(10) Notwithstanding anything else herein contained an employer who observes a Christmas close-down for the purpose of granting annual leave may require a worker to take his annual leave in not more than two (2) periods but neither of such periods shall be less than one (1) week.

22.—Absence Through Sickness.

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

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

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

(4) Sick leave shall accumulate from year to year so that any balance of the period specified in subclause (1) of this clause which has in any year not been allowed to any worker by his employer as paid sick leave may be claimed by the worker and, subject to the conditions hereinbefore prescribed, shall be allowed by his employer in any subsequent year without diminution of the sick leave prescribed in respect to that year. Provided that sick leave which accumulates pursuant to this subclause shall be available to the worker for a period of two (2) years but no longer from the end of the year in which it accrues.

23.—Long Service Leave.

(a) Right to Leave.

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

(b) Long Service.

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

(2) Such service shall include service prior to the coming into operation hereof if it continued until such time but only to the extent of the last 20 completed years of continuous service.

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

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

(4) Such service shall include—

(a) any period of absence from duty on any annual leave or long service leave;

(b) any period of absence from duty necessitated by sickness of or injury to the worker but only to the extent of fifteen working days in any year of his employment;

(c) any period following any termination of the employment by the employer if such termination has been made merely with the intention of avoiding obligations hereunder in respect of long service leave or obligation under any award in respect of annual leave;

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

(i) as a member of the Naval, Military or Air Forces of the Commonwealth of Australia other than as a member of the British Commonwealth Occupation Forces in Japan and other than as a member of the Permanent Forces of the Commonwealth of Australia except in the circumstances referred to in section 31 (2) of the Defence Act 1903-1956, and except in Korea or Malaya after June 26, 1950;

(ii) as a member of the Civil Construction Corps established under the National Security Act, 1939-1946;

(iii) in any of the Armed Forces under the National Service Act, 1951 (as amended).

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

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

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

(c) Period of Leave.

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

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

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

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

- (a) by his death;
- (b) in any circumstances otherwise than by the employer for serious misconduct;

the amount of leave shall be—

- (i) if such determination takes place before the worker has become entitled to leave under placitum (a) of paragraph (2) hereof such proportion of 13 weeks' leave as the number of completed years of such service bears to 20 years;

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

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

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

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

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

(d) Payment for Period of Leave.

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

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

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

(4) The ordinary time rate of pay—

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

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

(e) Taking Leave.

(1) In a case to which paragraph (2) of subclause (c) applies—

- (a) Leave shall be granted and taken as soon as reasonably practicable after the right thereto accrues due or at such time or times as may be agreed between the employer and the worker or in the absence of such agreement, at such time or times as may be determined by the Special Board of Reference, having regard to the needs of the employer's establishment and the worker's circumstances.

- (b) Except where the time for taking leave is agreed to by the employer and the worker or determined by the Special Board of Reference the employer shall give to a worker at least one month's notice of the date from which his leave is to be taken.

- (c) Leave may be granted and taken in one continuous period or if the employer and the worker so agree in not more than three separate periods in respect of the first 13 weeks' entitlement and in not more than two separate periods in respect of any subsequent period of entitlement.
- (d) Any leave shall be inclusive of any public holidays specified in this award occurring during the period when the leave is taken, but shall not be inclusive of any annual leave.
- (e) Payment shall be made in one of the following ways:—
- (i) In full before the worker goes on leave;
 - (ii) at the same time as his wages would have been paid to him if the worker had remained at work, in which case payment shall, if the worker in writing so requires, be made by cheque posted to an address specified by the worker; or
 - (iii) in any other way agreed between the employer and the worker.
- (f) No worker shall, during any period when he is on leave, engage in any employment for hire or reward in substitution for the employment from which he is on leave, and if a worker breaches this provision he shall thereupon forfeit his right to leave hereunder in respect of the unexpired period of leave upon which he has entered, and the employer shall be entitled to withhold any further payment in respect of the period and to reclaim any payments already made on account of such period of leave.

(2) In a case to which paragraph (3) or paragraph (4) of subclause (c) applies and in any case in which the employment of the worker who has become entitled to leave hereunder is terminated before such leave is taken or fully taken the employer shall, upon termination of his employment otherwise than by death pay to the worker, and upon termination of employment by death pay to the personal representative of the worker, upon request by the personal representative, a sum equivalent to the amount which would have been payable in respect of the period of leave to which he is entitled or deemed to have been entitled and which would have been taken but for such termination. Such payment shall be deemed to have satisfied the obligation of the employer in respect of leave hereunder.

(f) Granting Leave in Advance and Benefits to be Brought into Account.

(1) Any employer may by agreement with a worker allow leave to such a worker before the right thereto has accrued due, but where leave is taken in such a case the worker shall not become entitled to any further leave hereunder in respect of any period until after the expiration of the period in respect of which such leave had been taken before it accrued due.

(2) Where leave has been granted to a worker pursuant to the preceding paragraph before the right thereto has accrued due, and the employment subsequently is terminated, the employer may deduct from whatever remuneration is payable upon the termination of the employment a proportionate amount on the basis of 13 weeks for 20 years' service in respect of any period for which the worker has been granted long service leave to which he was not at the date of termination of his employment or prior thereto entitled.

(3) Any leave in the nature of long service leave or payment in lieu thereof under a State law or a long service leave scheme not under the provisions hereof granted to a worker by his employer in respect of any period of service with the employer shall be taken into account whether the same is granted before or after the coming into operation hereof and shall be deemed to have been leave

taken and granted hereunder in the case of leave with pay to the extent of the period of such leave, and in the case of payment in lieu thereof to the extent of a period of leave with pay equivalent to the amount of the payment and to be satisfaction to the extent thereof of the entitlement of the worker hereunder.

(g) Records to be Kept.

(1) Each employer shall during the employment and for a period of 12 months thereafter, or in the case of termination by death of the worker a period of three years thereafter, keep a record from which can be readily ascertained the name of each worker and his occupation, the date of the commencement of his employment and his entitlement to long service leave and any leave which may have been granted to him or in respect of which payment may have been made hereunder.

(2) Such record shall be open for inspection in the manner and circumstances prescribed by this Award with respect to the time and wages record.

(h) Special Board of Reference.

(1) There shall be constituted a Special Board of Reference for the purpose hereof to which all disputes and matters arising hereunder shall be referred and the Board shall determine all such disputes and matters.

(2) There shall be assigned to such Board the functions of—

- (a) the settlement of disputes on any matters arising hereunder;
- (b) the determination of such matters as are specifically assigned to it hereunder.

(3) The Board of Reference shall consist of one representative or substitute thereof nominated from time to time by the Western Australian Employers' Federation (Incorporated) and one representative or substitute nominated from time to time by the West Australian Trade Unions Industrial Council (A.L.P.) together with a chairman to be mutually agreed upon by the organisations named in this paragraph.

(i) State Law.

(1) The provisions of any State law to the extent to which they have before the coming into operation hereof conferred an accrued right on a worker to be granted a period of long service leave in respect of a completed period of 20 or more years' service or employment or an accrued right on a worker or his personal representative to payment in respect of long service leave shall not be affected hereby and shall not be deemed to be inconsistent with the provisions hereof.

(2) The entitlement of any such worker to leave in respect of a period of service with the employer completed after the period in respect of which the long service leave referred to in paragraph (1) hereof accrued due shall be in accordance herewith.

(3) Subject to paragraphs (1) and (2) hereof, the entitlement to leave hereunder shall be in substitution for and satisfaction of any long service leave to which the worker may be entitled in respect of employment of the worker by the employer.

(4) An employer who under any State law with regard to long service leave is exempted from the provisions of that law as at the coming into operation hereof, shall in respect of the workers covered by such exemption be exempt from the provisions hereof.

(j) Exemptions.

The Special Board of Reference may subject to such conditions as it thinks fit exempt any employer from the provisions hereof in respect of its employees where there is an existing or prospective long service leave scheme which, in its opinion is, viewed as a whole, more favourable for the whole of the employees of that employer than the provisions hereof.

(k) Liberty to Apply.

Liberty is granted to any party to this Award to apply to the Court at any time for an appropriate variation of this clause if any of the terms and conditions operating under the code of Long Service Leave being negotiated between the Australian Council of Trade Unions and Federal Employers' Organisations is varied in any way.

24.—Junior Workers' Certificate.

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

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

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

25.—Protective Equipment.

(1) The employer shall have available a sufficient supply of protective equipment (as, for example, hand screens, goggles, glasses, gloves, aprons, leggings and gum boots) for use by his workers who shall use this equipment when engaged on work for which some protective equipment is reasonably necessary. It shall be a defence to an employer charged with a breach of this subclause if he proves that he was unable to obtain either the item of equipment the subject of the charge or a suitable substitute.

(2) Every worker shall sign an acknowledgment on receipt of any article of protective equipment and shall return same to the employer when he has finished using it or on leaving his employment.

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

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

(5) During the time any article of protective equipment is on issue to the worker, he shall be responsible for any loss or damage thereto, fair wear and tear attributable to ordinary use excepted.

26.—Representative Interviewing Workers.

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

27.—Breakdowns.

The employer shall be entitled to deduct payment for any day or portion of a day upon which the worker cannot be usefully employed because of any strike by the Union or unions affiliated with it, or by any other association or union, or through the breakdown of the employer's machinery, or any stoppage of work from any cause which the employer cannot reasonably prevent.

28.—Board of Reference.

(1) The Court may appoint for the purpose of this Award a Board of Reference, which shall consist of a chairman and two (2) other representatives, one to be nominated by each of the parties. The said Board shall have assigned to

it in the event of no agreement being arrived at between the parties to the dispute, the functions of—

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

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

I certify, pursuant to section 65 of the Industrial Arbitration Act, 1912-1961, that the foregoing is a copy of the agreement arrived at between the parties mentioned above.

Dated at Perth this 6th day of September, 1963.

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

Filed at my office this 6th day of September, 1963.

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

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 594 of 1963.

Between United Metropolitan Timber Yards, Sawmills and Woodworkers Employees' Union of Workers, Applicant, and Westralian Plywoods Pty. Ltd. and Others, Respondents.

HAVING heard Mr. G. D. Brown on behalf of the applicant and Mr. J. M. Ince on behalf of the respondents, the Court in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1961, doth hereby order and declare—

That the Plywood and Veneer Workers' Award, No. 24 of 1952, as amended be and the same is hereby further amended in the terms of the attached schedule.

Dated at Perth this 23rd day of August, 1963.

By the Court,

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

Schedule.

Clause 5—Wages: Delete subclause (b) and insert in lieu thereof the following:—

	Margin Per Week. £ s. d.
(b) Adult Males:	
Man in charge of log yard and/ or power crosscut saw	2 2 6
Veneer Lathe Machinist—	
Over 3 ft. 6 in.	4 11 0
3 ft. 6 in. or under	3 5 0
Veneer Lathe Operator—	
Over 3 ft. 6 in.	1 17 6
3 ft. 6 in. or under	1 8 6
Guillotine Operator	1 17 6
Guillotine Assistant	1 10 0
Kiln Operator in charge	1 17 6
Core Sawyers	1 10 0
Glue or Casein Mixer	1 10 0
Core or Centre Layer	1 17 6
Press Hand in charge	1 17 6
Press Assistant	1 10 0
Trim Sawyer or parallel saws	1 10 0
Panel Sawyer	1 17 6
Drum Sander Machinist	2 2 6
Belt Sander Machinist	1 10 0
Grader in charge	1 17 6
Factory or yard hand (as defined)	7 6
Other unclassified male adults	Nil

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 17A of 1962.

Between The Food Preservers' Union of Western Australia, Union of Workers, Applicant, and W.A. Match Co. Pty. Ltd., Respondent.

THE Conciliation Commissioner, in pursuance of the powers and duties conferred upon him by section 108B of the Industrial Arbitration Act, 1912-1961, and in pursuance of a remission to him by the Court of Arbitration, doth hereby make the following Award in connection with the industrial dispute between the abovenamed parties.

Award.

1.—Title.

This Award shall be known as the "Match Manufacturing Industry Award 1963" and replaces Award No. 25 of 1949 as amended.

2.—Arrangement.

1. Title.
2. Arrangement.
3. Scope.
4. Area.
5. Term.
6. Definitions.
7. Wages.
8. Incentive Schemes.
9. Hours of Work.
10. Shift Work.
11. Overtime.
12. Meal Interval.
13. Contract of Service.
14. Higher Duties.
15. Holidays.
16. Annual Leave.
17. Absence Through Sickness.
18. Payment of Wages.
19. Time and Wages Record.
20. No Reduction.
21. Under-rate Workers.
22. Junior Workers' Certificate.
23. Limitation of Female Work.
24. Right of Entry.
25. Board of Reference.
26. Protective Clothing and Uniforms.
27. Seating Accommodation.
28. Posting of Award.
29. First Aid Outfit.
30. Long Service Leave.
31. Preference to Unionists.

3.—Scope.

This Award shall apply to all workers employed by the respondent in the classifications described in clause 7 hereof in the Match Manufacturing Industry.

4.—Area.

This Award shall have effect over the area comprised within a radius of twenty-five (25) miles from the General Post Office, Perth.

5.—Term.

The term of this Award shall be for a period of two (2) years as from the beginning of the first pay period commencing after the date hereof.

6.—Definitions.

"Casual Worker." Any worker dismissed through no fault of his own before the expiration of one (1) week of his employment shall be considered casual.

7.—Wages.

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

	Per Week.	
	Males.	Females.
	£ s. d.	£ s. d.

(1) Basic Wage:

Within a radius of 15 miles from the G.P.O., Perth	15	1	6	11	6	1
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Margin
Over Male
Basic Wage
Per Week.
£ s. d.

(2) Adult Males:			
V.P.O. Dipper	2	15	0
Painting Machine Attendant (including mixing of the paint)	2	5	0
Mixer (compo and adhesives)	2	5	0
Inner Machine operator	2	0	0
Board Slitter (inner reels)	2	0	0
General Factory Hand	1	16	0
All others	15	6	

Margin
over Female
Basic Wage
Per Week.
£ s. d.

(3) Adult Females	14	6
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Per Cent. of Male Basic Wage per Week.	Per Cent. of Female Basic Wage per Week.
%	%

(4) Junior Workers:		
14 to 15 years of age	30	—
15 to 16 years of age	40	45
16 to 17 years of age	50	55
17 to 18 years of age	60	65
18 to 19 years of age	70	75
19 to 20 years of age	80	85
20 to 21 years of age	95	95

(5) Casual workers:
Casual workers shall receive ten per cent. (10%) in addition to the rates prescribed in this Clause for the work performed.

Males per Week Extra	Females per Week Extra
£ s. d.	£ s. d.

(6) Leading Hands:		
A leading-hand in charge of—		
(a) Less than three (3) other workers	9	6
(b) Not less than three (3) and not more than ten (10) other workers	19	0
(c) More than ten (10) but less than twenty (20) other workers	1	18
(d) More than twenty (20) other workers	2	17

8.—Incentive Schemes.

(1) The particulars of the basis of any incentive scheme shall be supplied to the Union.

(2) Adjustments and/or variations of the basis of any incentive scheme shall be subject to mutual agreement between the employer and the workers concerned.

(3) In the event of any disagreement between the employer and the workers concerned, the matter may be referred to the Board of Reference by the employer or the Union.

9.—Hours of Work.

(1) Forty (40) hours shall constitute a week's work and, subject to Clause 10—Shift Work, shall be worked between 7 a.m. and 5.30 p.m. on Monday to Friday inclusive.

(2) The starting and finishing times in any establishment shall only be altered by the employer giving seven (7) days' notice to his workers of such alteration, except where otherwise agreed between the employer and the Union.

10.—Shift Work.

(1) An employer may, if he so desires, work his establishment on shifts, but before doing so, shall give notice of his intention to the Union and of the intended starting and finishing times of ordinary working hours of the respective shifts.

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

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

(3) The loading on the ordinary rates of pay for shift work shall be five per cent. (5%) for afternoon shift and ten per cent. (10%) for night shift.

(4) Where three (3) shifts are worked, a meal break of not less than twenty (20) minutes shall be allowed in each shift and paid for.

11.—Overtime.

(1) All time worked before the usual starting time or after the usual finishing time shall be deemed overtime and be paid for at the rate of time and a half for the first four (4) hours and double time thereafter.

(2) Except as hereinafter provided, all work performed after twelve (12) noon Saturdays, or on Sundays or on any of the holidays prescribed in clause 15 (1) hereof shall be paid for at the rate of double time.

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

(4) A worker required to work overtime for more than two (2) hours, without being notified on the previous day or earlier that he will be so required to work, shall be supplied with a meal by the employer or paid six shillings (6s.) for a meal.

If the amount of overtime required to be worked necessitates a second or subsequent meal, the employer shall, unless he has notified the workers concerned on the previous day or earlier that such second or subsequent meal will also be required, provide such meals or pay an amount of four shillings (4s.) for each such second or subsequent meal.

(5) No such payments need to be made to workers living in the same locality as their workshops who can reasonably return home for such meals.

If a worker in consequence of receiving such notice has provided himself with a meal or meals and it not required to work overtime or is required to work less overtime than notified, he shall be paid the amounts above prescribed in respect of the meals not then required.

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

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

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

12.—Meal Interval.

(1) Not less than thirty (30) minutes nor more than one (1) hour shall be allowed for a meal each day.

(2) A worker shall not be compelled to work for more than five and a half (5½) hours without a break for a meal.

(3) When a worker is required for duty during any meal time, whereby his meal time is postponed for more than one (1) hour, he shall be paid at overtime rates until he gets his meal.

13.—Contract of Service.

(1) Except in the case of a casual worker, whose engagement shall be by the hour, the contract of hiring of every worker shall be a weekly contract terminable by one (1) week's notice on either side, given on any working day or in the event of such notice not being given by the payment of one (1) week's pay by the employer or the forfeiture of one (1) week's pay by the worker.

(2) The employer shall be under no obligation to pay for any day not worked upon which the worker is required to present himself for duty, except such absence from work is due to illness and comes within the provisions of Clause 17, or such absence is on account of holidays to which the worker is entitled under the provisions of this Award.

(3) The employer shall be entitled to deduct payment for any day or portion of a day upon which the worker cannot be usefully employed because of any strike by the Union or Unions affiliated with it, or by any other association or Union, or through the breakdown of the employer's machinery or any stoppage of work by any cause which the employer cannot reasonably prevent.

14.—Higher Duties.

(1) A worker engaged for more than half (½) of one (1) day or shift on duties carrying a higher rate than his ordinary classification shall be paid the higher rate for such day or shift. If employed for less than half (½) of one (1) day or shift he shall be paid the higher rate for the time so worked.

(2) A worker's regular rate of wage shall not be reduced whilst he is temporarily employed on work classified with a lower minimum rate.

15.—Holidays.

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

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

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

16.—Annual Leave.

(1) Except as hereinafter provided, a period of two (2) consecutive weeks leave with payment of ordinary wages as prescribed shall be allowed annually to a worker by his employer after a

period of twelve (12) months' continuous service with that employer, but where a worker completes that twelve months continuous service on or after the 30th November, 1963, he shall be allowed three (3) consecutive weeks leave instead of the two (2) consecutive weeks leave prescribed herein.

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

(3) After one (1) month's continuous service in any qualifying twelve monthly period a worker whose employment terminates shall be paid, in respect of each completed month of continuous service in that qualifying period:—

(a) One sixth ($\frac{1}{6}$) of a week's pay at his ordinary rate of wage if he leaves his employment before the 30th November, 1963, and one quarter ($\frac{1}{4}$) of a week's pay at his ordinary rate of wage if he leaves his employment on or after that date;

(b) One quarter ($\frac{1}{4}$) of a week's pay at his ordinary rate of wage if his employment is terminated by the employer through no fault of the worker after 29th August, 1963, and one sixth ($\frac{1}{6}$) of a week's pay at his ordinary rate of wage if his employment is so terminated on or before that date.

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

(5) In the event of a worker being employed by an employer for portion only of a year, he shall only be entitled, subject to subclause (3) of this clause, to such leave on full pay as is proportionate to his length of service during that period with such employer, and if such leave is not equal to the leave given to the other workers he shall not be entitled to work or pay whilst the other workers of such employer are on leave on full pay.

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

(7) In special circumstances and by mutual consent of the employer, the worker, and the Union concerned, annual leave may be taken in not more than two (2) periods.

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

(9) A worker shall be given at least two (2) weeks' notice that he is to take his annual leave.

(10) Notwithstanding anything else herein contained an employer who observes a Christmas close-down for the purpose of granting annual leave may require a worker to take his annual leave in not more than two (2) periods but neither of such periods shall be less than one (1) week.

17.—Absence Through Sickness.

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

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

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

(4) Sick leave shall accumulate from year to year so that any balance of the period specified in subclause (1) of this clause which has in any year not been allowed to any worker by his employer as paid sick leave may be claimed by the worker and, subject to the conditions hereinbefore prescribed, shall be allowed by his employer in any subsequent year without diminution of the sick leave prescribed in respect of that year. Provided that the sick leave which accumulates pursuant to this subclause shall be available to the worker for a period of two (2) years but not longer from the end of the year in which it accrues.

18.—Payment of Wages.

(1) Wages shall be paid at least weekly.

(2) Not more than two (2) days' wages shall be kept in hand by the employer.

(3) When a worker's services are terminated through no fault of the worker he shall be paid all wages due before leaving the employer's premises or alternatively (except in the case of casual workers) a cheque for the amount due may be forwarded to the worker's last known address within forty-eight (48) hours of such termination.

19.—Time and Wages Record.

(1) The employer shall keep or cause to be kept a record or records containing the following particulars:—

(a) Name of each worker.

(b) The nature of his work.

(c) The hours worked each day and each week.

(d) The wages and overtime (if any) paid each week.

(e) The age of each junior worker.

Any system of automatic recording by machines shall be deemed to comply with this provision to the extent of the information recorded.

(2) The time and wages record shall be open for inspection by a duly accredited official of the Union during the usual office hours at the employer's office, or other convenient place, and the representative may be allowed to take extracts therefrom.

20.—No Reduction.

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

21.—Under-rate Workers.

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

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

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

22.—Junior Workers' Certificate.

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

(i) Name in full.

(ii) Age and date of birth.

(2) No worker shall have any claim upon an employer for additional pay in the event of the age of the worker being wrongly stated on the certificate. If any junior worker shall wilfully misstate his age in the certificate he alone shall be guilty of a breach of this award, and in the

event of a worker having received a higher rate than that to which he was entitled he shall make restitution to the employer.

The certificate shall be available for inspection by an accredited representative of the Union in the manner which the Time and Wages Record is open for inspection.

23.—Limitation of Female Work.

No female worker shall be required to lift any weight in excess of thirty-five (35) lb.

24.—Right of Entry.

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

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

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

25.—Board of Reference.

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

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

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

26.—Protective Clothing and Uniforms.

Where a uniform is required to be worn it shall be supplied by the employer.

27.—Seating Accommodation.

Where practicable seating accommodation shall be provided for female workers at their place of work.

28.—Posting of Award.

A copy of this Award, if supplied by the Union, shall be allowed to be posted in a place easily accessible to the workers.

29.—First Aid Outfit.

Adequate first aid equipment shall be provided in all establishments.

30.—Long Service Leave.

(a) Right to Leave.

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

(b) Long Service.

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

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

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

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

(4) Such service shall include—

- (a) any period of absence from duty on any annual leave or long service leave;
- (b) any period of absence from duty necessitated by sickness of or injury to the worker but only to the extent of fifteen (15) working days in any year of his employment;
- (c) any period following any termination of the employment by the employer if such termination has been made merely with the intention of avoiding obligations hereunder in respect of long service leave or obligations under any award in respect of annual leave;
- (d) any period during which the service of the worker was or is interrupted by service—

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

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

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

- (a) the transmission of a business as referred to in paragraph (3) hereof;
- (b) any interruption of a class referred to in paragraph (4) hereof irrespective of the duration thereof;
- (c) any absence from duty authorised by the employer;
- (d) any standing-down of a worker in accordance with the provisions of an Award, Industrial Agreement, Order or Determination under either Commonwealth or State law;
- (e) any absence from duty arising directly or indirectly from an industrial dispute if the worker returns to work in accordance with the terms of settlement of the dispute;
- (f) any termination of the employment by the employer on any ground other than slackness of trade if the worker be re-employed by the same employer within a period not exceeding two (2) months from the date of such termination;

- (g) any termination of the employment by the employer on the ground of slackness of trade if the worker is re-employed by the same employer within a period not exceeding six (6) months from the date of such termination;
- (h) any reasonable absence of the worker on legitimate union business in respect of which he has requested and been refused leave;
- (i) any absence from duty after the coming into operation of this clause by reason of any cause not specified in this clause unless the employer, during the absence or within fourteen (14) days of the termination of the absence notifies the worker in writing that such absence will be regarded as having broken the continuity of service, which notice may be given by delivery to the worker personally or by posting it by registered mail to his last recorded address, in which case it shall be deemed to have reached him in due course of post. Provided that the period of any absence from duty or the period of any interruption referred to in placita (c) to (i) inclusive of this paragraph shall not (except as set out in paragraph (4) hereof) count as service.

(c) Period of Leave.

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

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

- (a) in respect of twenty (20) years' service so completed—thirteen (13) weeks' leave;
- (b) in respect of each ten (10) years' service completed after such twenty (20) years—six and a half (6½) weeks' leave.

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

- (a) by his death;
- (b) in any circumstances otherwise than by the employer for serious misconduct;

the amount of leave shall be—

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

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

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

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

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

(d) Payment for Period of Leave.

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

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

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

(4) The ordinary time rate of pay—

(a) shall include any deductions from wages for board and/or lodging or the like which is not provided and taken during the period of leave;

(b) shall not include shift premiums, overtime, penalty rates, commissions, bonuses, allowances or the like.

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

(e) Taking Leave.

(1) In a case to which paragraph (2) of subclause (c) applies—

(a) Leave shall be granted and taken as soon as reasonably practicable after the right thereto accrues due or at such time or times as may be agreed between the employer and the worker or in the absence of such agreement at such time or times as may be determined by the Special Board of Reference, having regard to the needs of the employer's establishment and the worker's circumstances.

(b) Except where the time for taking leave is agreed to by the employer and the worker or determined by the Special Board of Reference the employer shall give to a worker at least one (1) month's notice of the date from which his leave is to be taken.

(c) Leave may be granted and taken in one continuous period or if the employer and the worker so agree in not more than three (3) separate periods in respect of the first thirteen (13) weeks' entitlement and in not more than two (2) separate periods in respect of any subsequent period of entitlement.

(d) Any leave shall be inclusive of any public holidays specified in this Award occurring during the period when the leave is taken but shall not be inclusive of any annual leave.

(e) Payment shall be made in one of the following ways:

(i) In full before the worker goes on leave;

(ii) at the same time as his wages would have been paid to him if the worker had remained at work, in which case payment shall, if the worker in writing so requires, be made by cheque posted to an address specified by the worker; or

(iii) in any other way agreed between the employer and the worker.

(f) No worker shall, during any period when he is on leave, engage in any employment for hire or reward in substitution for the employment from which he is on leave, and if a worker breaches this provision

he shall thereupon forfeit his right to leave hereunder in respect of the unexpired period of leave upon which he has entered, and the employer shall be entitled to withhold any further payment in respect of the period and to reclaim any payments already made on account of such period of leave.

(2) In a case to which paragraph (3) or paragraph (4) of subclause (c) applies and in any case in which the employment of the worker who has become entitled to leave hereunder is terminated before such leave is taken or fully taken the employer shall, upon termination of his employment otherwise than by death pay to the worker, and upon termination of employment by death pay to the personal representative of the worker upon request by the personal representative, a sum equivalent to the amount which would have been payable in respect of the period of leave to which he is entitled or deemed to have been entitled and which would have been taken but for such termination. Such payment shall be deemed to have satisfied the obligation of the employer in respect of leave hereunder.

(f) Granting Leave in Advance and Benefits to be Brought into Account.

(1) Any employer may by agreement with a worker allow leave to such a worker before the right thereto has accrued due, but where leave is taken in such case the worker shall not become entitled to any further leave hereunder in respect of any period until after the expiration of the period in respect of which such leave had been taken before it accrued due.

(2) Where leave has been granted to a worker pursuant to the preceding paragraph before the right thereto has accrued due, and the employment subsequently is terminated, the employer may deduct from whatever remuneration is payable upon the termination of the employment a proportionate amount on the basis of thirteen (13) weeks for twenty (20) years' service in respect of any period for which the worker has been granted long service leave to which he was not at the date of termination of the employment or prior thereto entitled.

(3) Any leave in the nature of long service leave or payment in lieu thereof under a State law or a long service leave scheme not under the provisions hereof granted to a worker by his employer in respect of any period of service with the employer shall be taken into account whether the same is granted before or after the coming into operation hereof and shall be deemed to have been leave taken and granted hereunder in the case of leave with pay to the extent of the period of such leave and in the case of payment in lieu thereof to the extent of a period of leave with pay equivalent to the amount of the payment and to be satisfaction to the extent thereof of the entitlement of the worker hereunder.

(g) Records to be Kept.

(1) Each employer shall during the employment and for a period of twelve (12) months thereafter, or in the case of termination by death of the worker a period of three (3) years thereafter, keep a record from which can be readily ascertained the name of each worker, and his occupation, the date of the commencement of his employment and his entitlement to long service leave and any leave which may have been granted to him or in respect of which payment may have been made hereunder.

(2) Such record shall be open for inspection in the manner and circumstances prescribed by this Award with respect to the time and wages record.

(h) Special Board of Reference.

(1) There shall be constituted a Special Board of Reference for the purpose hereof to which all disputes and matters arising hereunder shall be referred and the Board shall determine all such disputes and matters.

(2) There shall be assigned to such Board the functions of—

- (a) the settlement of disputes on any matters arising hereunder;
- (b) the determination of such matters as are specifically assigned to it hereunder.

(3) The Board of Reference shall consist of one representative or substitute therefor nominated from time to time by the Western Australian Employers' Federation (Incorporated) and one representative or substitute nominated from time to time by the West Australian Trade Unions Industrial Council (A.L.P.) together with a chairman to be mutually agreed upon by the organisations named in this paragraph.

(i) State Law.

(1) The provisions of any State Law to the extent to which they have before the coming into operation hereof conferred an accrued right on a worker to be granted a period of long service leave in respect of a completed period of twenty (20) or more years' service or employment or an accrued right on a worker or his personal representative to payment in respect of long service leave shall not be affected hereby and shall not be deemed to be inconsistent with the provisions hereof.

(2) The entitlement of any such worker to leave in respect of a period of service with the employer completed after the period in respect of which the long service leave referred to in paragraph (1) hereof accrued due shall be in accordance herewith.

(3) Subject to paragraphs (1) and (2) hereof, the entitlement to leave hereunder shall be in substitution for any satisfaction of any long service to which the worker may be entitled in respect of employment of the worker by the employer.

(4) An employer who under any State Law with regard to long service leave is exempted from the provisions of that law as at the first day of April, 1958, shall in respect of the workers covered by such exemption be exempt from the provisions hereof.

(j) Exemptions.

The Special Board of Reference may subject to such conditions as it thinks fit exempt any employer from the provisions hereof in respect of its employees where there is an existing or prospective long service leave scheme which, in its opinion is, viewed as a whole, more favourable for the whole of the employees of that employer than the provisions hereof.

(k) Liberty to Apply.

Liberty is granted to any party to this Award to apply to the Court at any time for an appropriate variation of this clause if any of the terms and conditions operating under the code of Long Service Leave being negotiated between the Australian Council of Trade Unions and Federal Employers' Organisations is varied in any way.

31.—Preference to Unionists.

(1) In this clause the term "unionist" means a worker who is a financial member of the industrial union of workers party to this Award.

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

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

Workers (other than apprentices) who are unfinancial members of the industrial union of workers party to this Award shall become and maintain financial membership whilst employed by any respondent to the Award.

(4) Exemption:—

- (i) Any worker may apply in writing to the Industrial Registrar, Court of Arbitration, Perth, (whose decision shall be final) for exemption from this clause.
- (ii) An applicant for exemption shall detail in the application to the Industrial Registrar his reasons for desiring exemption and such application shall only be valid and considered by the Industrial Registrar if it is forwarded by registered post within seven (7) days of the applicant's receipt of the application for membership as prescribed in subclause (3).
- (iii) The Industrial Registrar in the exercise of his discretion may grant exemption with such conditions as he deems desirable—
- (a) if the applicant is a financial member of any other registered industrial union;
- (b) if the employee objects on the grounds of conscientious religious belief to becoming a member of any industrial union; and
- (c) for any reason which the Industrial Registrar deems sufficient.
- (5) A worker refused exemption by the Industrial Registrar shall within seven (7) days of the decision make application for membership of the applicant Union and if accepted as a member maintain financial membership whilst employed by a respondent to this Award.

In witness whereof this Award has been signed by the Conciliation Commissioner this 30th day of August, 1963.

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

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

(No. 491 of 1963.)

Between Australian Workers' Union, Westralian Branch, Industrial Union of Workers, Applicant, and Minister for Workers and Others, Respondents.

HAVING heard Mr. H. Barry on behalf of the applicant, Mr. E. R. Kelly on behalf of the Minister for Works and others, and Mr. J. Lund on behalf of the Western Australian Government Railways Commission, and by consent, I, the undersigned Conciliation Commissioner of the Court of Arbitration, in pursuance of a remission to me by the said Court and in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1961, do hereby order and declare—

That the Government Construction and Maintenance Award, No. 35 of 1952, as amended, be and the same is hereby further amended in accordance with the attached schedule.

Dated at Perth this 13th day of September, 1963.

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

Schedule.

1. Clause 14—Cooks: (a) Delete where appearing in subclauses (b) (i), (b) (ii) and (b) (iii) "thirty-two shillings (32s.)" and insert in lieu—
"thirty-five shillings (35s.)."
- (b) Delete where appearing in subclauses (d) (i), (d) (ii) and (d) (iii) "seven shillings and sixpence (7s. 6d.)" and insert in lieu—
"eight shillings and sixpence (8s. 6d.)"

(4)—76504

2. Clause 41—Definitions: Delete subclause 9 "Concretor" and insert in lieu:—

(9) "Concretor" means a worker operating mechanical appliances for handling, weighing, and mixing dry and wet concrete components, engaged in filling in gauge, mixing on the board, or machine mixing, wheeling from the board, or packing concrete, or trucking concrete in a tunnel, or distributing and packing concrete inside of box or forming.

3. Clause 47—Wages: Delete the clause and insert in lieu:—

47.—Wages.

	Per Week.		
	£	s.	d.
(i) Basic Wage:			
Metropolitan Area	15	1	6
Elsewhere in South-West Land Division	14	19	11
Rest of State	14	14	1

- (ii) Margins:

The following weekly margins over the basic wage as declared from time to time by the Court of Arbitration shall be paid:—

1.—Railway Construction.

	Per Week.		
	£	s.	d.
1. Ganger—			
(a) Plate laying and lifting	6	18	6
(b) Ballast	6	7	0
(c) Telephone	5	3	0
(d) Other—			
(i) with gang up to 8 men	3	5	6
(ii) with gang over 8 men	4	11	0
2. Labourer filling ballast into railway or motor trucks or drays in pit	1	12	0
3. Leading borer, adzing machine	1	12	0
4. Leading hand, plate laying gang	3	3	6
5. Leading hand, in gangs other than plate laying	2	2	6
6. Machine operators on track or in depot other than those specified in classifications 3 and 10	1	15	0
7. Man in charge of mechanical plant operating on track or in depot	2	5	6
8. Matisa ballast tamping machine operator (man in charge to be paid one shilling (1s.) per day extra when machine is operating or travelling on track)	5	0	0
9. Plate layer on construction	1	12	0
10. Railway construction worker, grade 1, includes fettler hand adzer (depot), lineman, loader (depot), man boring or cutting rails by hand, man on adzing machine (depot), man on rail press (depot), re-sleeper track lifter	1	1	0
11. Railway construction worker, grade 2, includes labourer telephone gang, poker-out on ballast train, wagon greaser	10		6
12. Railway construction worker, grade 3, includes camp attendant, labourer depot gang, labourer earth works gang, labourer opening out gang, labourer not elsewhere specified			Nil
13. Squinter, plate laying gang	3	3	6
14. Squinter, rail press	1	12	0

Note.—Classifications 4 and 5 shall operate only where considered necessary by the employer. The allowances prescribed in clause 46, item (f), shall not apply to these classifications.

		£	s.	d.	
2.—Maintenance Country Water Supply.					
15.	(a) Maintenance men (including allowance of wet work)—				margin of £2 2s. 6d. plus eight (8) hours calculated at time and a half and eight (8) hours calculated at double time.
	(i) Leading maintenance man in charge of driving truck	3	17	0	
	(ii) Other leading maintenance man	2	2	6	
	(iii) Maintenance man other than as above	1	8	0	
	(b) Meter fitter	5	6	0	(b) Senior Watermen, leading hand watermen, watermen or trainee watermen who are required to provide and maintain a motor cycle for use in the performance of their work shall be paid a transport allowance of £5 8s. per week. Petrol and oil will be supplied at cost price to the Government at the place of supply to the worker.
3.—Maintenance Sewerage.					
16.	General Sewerage maintenance man	2	15	0	
17.	General Sewerage maintenance men who drive a truck in the course of their duties	4	2	0	
4. Maintenance Irrigation and Drainage.					
		£	s.	d.	
18.	(a) Maintenance man—				
	First three months			Nil	
	After three months—				
	Grade 1	1	5	0	
	Grade 2	2	2	6	
	Employees to be classified in Grade 1 or Grade 2 at the discretion of the Engineer in Charge.				
	(b) When employed on maintenance work which carries a higher margin than those set out in 18 (a) the above margin for maintenance men shall not be added to the higher margin appropriate to the particular work in order that the margins shall not be cumulative.				
	(c) In calculating qualifying periods mentioned above all time worked on maintenance on channels shall be included whether broken or continuous.				(c) In the case of senior watermen, leading hand watermen, watermen and trainee watermen, the contract of service shall be by the week during the irrigation season, and shall be terminable by one (1) week's notice on either side. "Irrigation Season" means the period during which the Minister considers it necessary to carry on irrigation, and it may vary with the season. The existing custom with regard to the engaging and terminating of the services of watermen and trainee watermen at the beginning and close of the irrigation season shall continue, and shall be held to apply to leading hand watermen and senior watermen.
19.	Watermen (Irrigation)—(South West)—				
	(a) (i) Senior watermen, an inclusive wage to cover seven days including all overtime equivalent to the basic wage and margin of £7 4s. plus eight (8) hours calculated at time and a half and eight (8) hours calculated at double time.				(d) Senior watermen, leading hand watermen, watermen and trainee watermen shall be entitled to the annual leave prescribed in clause 9 and to such public holidays as are prescribed in the Award which fall in the irrigation season, at the senior watermen, leading hand watermen, watermen, and trainee watermen's rate of pay, and to such other holidays prescribed in the Award as fall outside the irrigation season at the rate of pay the worker is then receiving. Provided that the workers classified under this item shall become entitled to an additional one half day's leave for each completed month of service during the watering season. Annual leave shall be taken after the close of the irrigation season at a time convenient to the Minister.
	(ii) Leading Hand Waterman, an inclusive wage to cover seven days including all overtime equivalent to the basic wage and margin of £4 5s. plus eight (8) hours calculated at time and a half and eight (8) hours calculated at double time.				
	(iii) Waterman, an inclusive wage to cover seven days including all overtime equivalent to the basic wage and margin of £3 5s. 6d. plus eight (8) hours calculated at time and a half and eight (8) hours calculated at double time.				
	(iv) Trainee Waterman, an inclusive wage to cover seven days including all overtime equivalent to the basic wage and				
5. Construction.					
20.	Axeman, broad	4	11	0	
21.	Barring down in quarries	2	2	6	
22.	Blacksmith's striker	1	12	6	
23.	(a) Bottom man	1	10	6	
	(b) Bottom man when working over 20 ft.	1	13	0	
24.	Brush hand or spray operator	1	13	0	
25.	(a) Chainman; picking up and recording sewerage junctions	1	19	0	
	(b) Others	1	5	0	

	£	s.	d.		£	s.	d.
26. Compactor operators— Internal concrete vibrator—				35. (a) Driller on deep bore working under immediate supervision of foreman	2	2	6
4 in. and under	1	19	0	(b) Driller on deep bore working without supervision	3	10	0
Over 4 in.	2	2	6	36. (a) Power saw operator	2	2	6
Vibrating roller	2	2	6	(b) Worker operating petrol driven circular saw or chain saw	2	10	0
Rammer, mechanical	2	2	6	37. Fallers when cutting timber for milling or timber used for construction work	2	13	0
27. Concrete mixing machine (power driven)—Man in Charge	2	2	6	38. Ganger with gang to eight men	3	5	6
28. Concretor, underground tunnels, according to judgment of the engineer in charge—				39. Ganger with over eight men	4	11	0
Minimum	1	1	0	40. Ganger, special class (other than railway construction)	5	17	0
Maximum	2	2	6	41. Hammer and drill man	1	12	0
28A. Concretor other than above	1	5	0	42. Hand miners in shafts	3	1	6
29. Construction workers, Grade 1 (Includes: Axeman (sapping, falling or lopping, not grubbing) where the major portion of the bush to be cut is less than 12 in. in diameter; battermen, trimming up batters on slope (where cuttings are over 2 ft. in height); braceman; carpenter's labourer; culvert hand; fencer; hammer and gad man; labourer's dragline excavator (wet or dry); labourers, lining and marking out (this shall not apply where the foreman or ganger takes part in the operation); labourer (quarry); man getting ironstone spalls requiring use of crowbar and spalling hammer; man spreading sand on tar when he necessarily comes into contact with tar in any way; man throwing material from excavation 6 ft. or more below natural surface; pile driver dollying stump piles with hand dolly in trenches; pile frame attendant; pipe setter's attendant; pug worker; rodding out new unused reticulation sewers; scoopman; stone cracker feeder; stone getter for contour walling; stone pitcher; stone mason's assistant; tallyman; trucker, underground)	1	1	0	43. Hand miners in other than above	1	15	6
30. Construction workers, Grade 2 (Includes: Hand boring plant labourers; hand crosscut sawyer (this does not apply to persons using a small hand saw nor to persons crosscutting sawn or hewn timber of less than 80 in. girth); labourers offside to tractor or bulldozer driver; labourer on stages; man employed in gravel pit loading stone or gravel into motor trucks or drays; men engaged grubbing; pipe jointer, rubber jointed pipes; pipe setter's assistant, sculling laths; timberman's assistant; tubular steel scaffold erectors)	10	6		44. Handyman storeman	2	2	6
31. Construction workers—Grade 3 (Includes: Camp attendant; labourers not elsewhere classified; men stacking timber; trucker; strippers—Quarry)	Nil			*45. Horse drivers— One horse	1	10	0
31A. Axeman (sapping, falling or lopping, not grubbing) where the major portion of the bush to be cut is more than 12 in. in diameter	1	15	0	Two horses	2	6	0
32. Cooks (see clause 14)				Three, four and five horses	2	12	6
33. Cut and cover man	1	15	6	Horse drivers of more than five horses driving alone or in charge of a team of more than five horses, shall for each horse over five be entitled to an extra 4s. 6d. per week.			
34. (a) Diamond driller	3	10	0	*Liberty to apply is reserved to either party to this Award in respect to this item.			
(b) Diamond driller's assistant	1	8	6	46. Jumper man	1	12	0
				47. Labourer curing concrete— Basic wage plus $\frac{1}{4}$, seven days per week, no overtime. Plus $\frac{1}{4}$.			
				48. Lead potman or caulker	2	2	6
				49. Man controlling weighing apparatus for batching and constituents of concrete and the concrete mixer (excluding portable weight batching)	3	1	0
				50. Man in charge of compressor	2	2	6
				51. Man handling wire rope and blocks snagging	2	2	6
				52. (a) Men erecting rock contour walls	2	2	6
				(b) Men erecting rock irrigation regulation structures	2	2	6
				*53. Motor drivers of vehicles— Not exceeding 25 cwt. capacity	2	6	0
				Exceeding 25 cwt. and not exceeding 3 tons capacity	2	19	0
				Exceeding 3 tons capacity and under 6 tons	3	11	6
				For each complete ton over 5 tons capacity 3s. additional margin.			
				N.B.—Motor lorry driver's duties include ordinary running adjustments.			
				*Liberty to apply is reserved to either party to this Award in respect to this item.			
				54. (a) Pile driving (sewerage)— (i) Winch driver on wood or steel sheet machines	2	2	6
				(ii) Topman pile frame	1	12	0
				(iii) Pile and lath driver, pneumatic machine	2	2	6
				(b) Pile driving (other than sewerage)— (i) Man in charge	3	3	6
				(ii) All others	1	15	0
				55. Pipe fitter, screwed pipes	1	12	0
				56. Pipe jointer (sewerage)	2	2	6
				57. Pipe setting— (a) Pipe setter (sewerage)	3	3	6

	£ s. d.		£ s. d.
58. Plant operators—		80. Timberman	2 8 6
(a) Power grader driver—		80A. Tipman	14 0
(i) Operating machine		81. Tool sharpener	2 13 0
under 40 h.p.	4 0 6	82. Trench digger machine operator	2 2 6
(ii) 40 horse power and		83. Trowel hand and renderer	2 2 6
over	5 3 0	84. Tubular steel scaffold erectors—	
(b) Tractor driver not using		Man in charge	2 2 6
power control or hydraulic		Others (see construction worker,	
unit—		grade 2).	
(i) Under 40 horse power	2 17 0	85. Well sinker—	
(ii) 40 horse power and		(a) To a depth of 20 ft.	1 1 0
over	3 8 6	(b) Over 20 ft. or where close	
(c) Tractor driver using power		timber or explosives are	
control or hydraulic unit—		used	1 12 0
(i) Under 40 horse power	3 17 6	86. Winch driver	1 12 0
(ii) 40 horse power and		(iii) (a) An industry disabilities	
over	5 0 0	allowance shall be added to mar-	
(d) Mechanical bucket (mobile)		gins prescribed in subclause (ii)	
Barber Green or type		hereof on the following scale:—	
mounted on motor truck			
chassis	3 8 6		
(e) Front end loader	3 8 6		
59. Ploughman	1 5 0	Margins per Week.	Allowance per Week.
60. Pneumatic tool operator—		s. d.	s. d.
(a) Concrete paving breaker	2 2 6	Nil	5 0
(b) Jack hammer man	2 2 6	9 6	3 0
(c) Clay digger	2 2 6	Over 18s.	Nil
(d) Pneumatic pick	2 2 6		
(e) Waggon drill	2 2 6		
61. Powder monkey	3 3 6		
62. (a) Pump attendants (motor)			
on pumps unwatering			
trenches or excavations in-			
cluding attendance during			
lunch hour	2 13 0		
(b) Pump attendants other			
than above	1 1 0		
63. Pump crete operator who shall			
be responsible for the operation			
of the concrete pump and re-			
mixer and starting and stopping			
of pump and re-mixer motors—			
Up to and including 6 in.—			
First six months	2 13 0		
After six months	3 7 0		
Over 6 in.—			
First six months	3 10 0		
After six months	4 5 0		
64. Reinforcement worker	1 8 6		
65. Rigger—			
Class 1 (comparable with ship's			
rigger)	2 15 0		
Class 2 (under supervision rig-			
ging blocks tackle, slings,			
etc.)	2 2 6		
66. Rock drill man (machine)	2 18 0		
67. Rock drill man in shafts	4 8 0		
68. Rock drill man in other places			
underground	2 18 0		
69. Rope splicer—			
Hemp	1 12 0		
Wire	2 13 0		
70. Saw sharpener	2 2 6		
71. Sanitary man (full time)	2 5 6		
72. Screeder	1 12 0		
73. Service layer	2 2 6		
74. Snapman on deep bore	1 8 6		
75. Spaller—quarry	2 2 6		
76. (a) Spaller spalling to specific			
maximum dimensions in			
diorite or granite	2 2 6		
(b) Spaller in diorite or gran-			
ite other than above	1 1 0		
77. Stable man, basic wage plus			
one-quarter to cover all over-			
time and Sunday work—plus			
1/4th.			
78. Steel plate tank assembler	1 8 6		
79. Timber cutter	1 12 0		

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 26 of 1959.

Between West Australian Branch, Australasian Meat Industry Employees' Union, Industrial Union of Workers, Perth, Applicant, and Meat and Allied Trades Federation of Australia (Western Australian Division) Union of Employers, Perth; D'Raine and Hunter, and others, Respondents.

THE Conciliation Commissioner, in pursuance of the powers and duties conferred upon him by section 108B of the Industrial Arbitration Act, 1912-1961, and in pursuance of a remission to him by the Court of Arbitration, doth hereby make the following Award in connection with the industrial dispute between the abovenamed parties.

Award.

1.—Title.

This Award shall be known as the "Meat Industry (South West Land Division) Award 1963" and shall replace the Meat Industry (Bunbury) Award No. 4 of 1941 as amended, Meat Industry (Geraldton) Award No. 37 of 1956 as amended; Meat Industry (Albany) Agreement No. 24 of 1938 as amended; Meat Industry (Collie) Agreement No. 4 of 1938 as amended and Meat Industry (Northam) Agreement No. 10 of 1945 as amended.

2.—Arrangement.

1. Title.
 2. Arrangement.
 3. Scope.
 4. Area.
 5. Term.
 6. Copy of Award.
 7. Wages.
 8. Mixed Functions.
 9. Contract of Service.
 10. Annual Leave.
 11. Sick Leave.
 12. Time and Wages Record.
 13. First Aid.
 14. Board of Reference.
 15. Under-rate Workers.
 16. Breakdowns.
 17. Apprentices.
 18. Travelling Expenses.
 19. Junior Workers.
 20. Definitions.
 21. Hours.
 22. Overtime.
 23. Meal Money.
 24. Meal Intervals.
 25. Holidays.
 26. Managers.
 27. Tools of Trade and Clothing Allowance.
 28. Delivery of Meat.
 29. General Conditions.
 30. Weekly Half Holiday Work.
 31. Preference.
 32. Long Service Leave.
 33. Shift Work.
- Schedule of Respondents.

3.—Scope.

This Award shall apply to the workers classified in clause 7 hereof employed by the respondents—

- (a) selling or handling fresh, chilled or frozen meat in less quantities than a quarter of beef or a carcase of mutton, lamb, veal or pork in retail shops or in establishments handling such meat for sale by retail or in establishments handling meat for sale by wholesale for local consumption;
- (b) making up from meat small goods for sale by retail;
- (c) killing and dressing and/or preparing sheep, lambs, oxen, calves or pigs except as provided in the Meat Export Award No. 48 of 1955 as amended.

4.—Area.

This Award shall operate over that area of the South West Land Division of the State of Western Australia outside the area comprised within a radius of 30 miles from the General Post Office, Perth.

5.—Term.

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

6.—Copy of Award.

An employer supplied with a copy of this Award by the Union shall keep such copy of the Award in a place accessible to all workers.

7.—Wages.

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

(1) Basic Wage:

	Per Week.
	£ s. d.
(a) Adult Males	14 18 8
(b) Adult Females	11 4 0

(2) Adult Male Workers:

	Margin Over Basic Wage per Week.
	£ s. d.
(a) General Butcher	4 0 0
(b) Salter	4 0 0
(c) Smallgoodsman	4 0 0
(d) First Shopman	4 15 0
(e) First Smallgoodsman	4 15 0
(f) Counterhands (i.e., a worker in a substantially prewrapped meat department selling uncooked and prewrapped meats and who is not required to cut such meats)	3 4 0
(g) Counterhands who are required or permitted to cut uncooked meats shall be paid not less than the margin prescribed for a general butcher.	
(h) Drivers of motor vehicles—	
(i) not exceeding 25 cwt. capacity	2 6 0
(ii) exceeding 25 cwt. but not exceeding 3 tons capacity	2 19 0
(iii) exceeding 3 tons but not exceeding 6 tons capacity	3 11 6
(iv) for each complete ton over 5 tons capacity 2s. 6d. additional margin.	
(i) Slaughterman	5 10 0
(j) Slaughterman's Labourer	1 12 0
(k) Labourer in Slaughteryard	16 0

(3) Adult Females:

(a) Counterhands (i.e., a worker in a substantially prewrapped meat department selling uncooked and prewrapped meats who is not required to cut such meats)	2 0 0
(b) Counterhands who are required or permitted to cut uncooked meats shall be paid not less than the total male rate for a general butcher.	
(c) Females wrapping, weighing, packaging or packing uncooked meat in a prepacking area	1 10 0
(d) Females whose work includes pricing	2 0 0
(e) Females appointed as leading hands by an employer shall be paid in addition—	

Per Week.
£ s. d.

If placed in charge of less than three (3) other workers	7 6
If placed in charge of three (3) or more but less than ten (10) other workers	15 0
If placed in charge of ten (10) or more other workers	1 10 0

(4) Junior Workers:

(a) Male—

	Per Cent. of Basic Wage.
14 to 15 years of age	25
15 to 16 years of age	35
16 to 17 years of age	45
17 to 18 years of age	60
18 to 19 years of age	70
19 to 20 years of age	90
20 to 21 years of age	100

(b) Females—

	Per Cent. of Basic Wage.
15 to 16 years of age	40
16 to 17 years of age	50
17 to 18 years of age	60
18 to 19 years of age	70
19 to 20 years of age	85
20 to 21 years of age	95

(c) In lieu of the foregoing percentages, juniors employed as counterhands shall be paid not less than the percentages prescribed for shop assistants employed in that area.

(d) The provisions of clause 7 (2) (g) and 7 (3) (b) shall have application to junior workers.

(5) Apprentices:

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

(6) Casual or Part-time Workers:

Casual or part-time workers shall be paid a proportion of the ordinary weekly rate calculated on the number of hours actually worked plus twenty (20) per cent. of such amount with a minimum engagement of seven (7) hours except that on the weekly half-holiday it shall be five (5) hours, provided that any such worker who has been advised before ceasing work that he will be required for employment either casual, part-time, or full time within the following seven days shall be paid ten per cent. (10%) extra for such casual work on a four-hour daily minimum in lieu of the foregoing.

(7) Junior male workers employed in establishments handling meat for sale by wholesale for local consumption shall be paid not less than the rate applying to a junior 17 years of age.

Liberty is reserved to either party to apply to amend this clause to fix the terms and conditions under which a tally system (if any) is to operate and the employers to which such provisions shall only apply, and to also apply to amend at any time following any wage variation to the Metropolitan Butchers' Award No. 31 of 1958.

8.—Mixed Functions.

(1) A worker may be required to perform any work but he shall be paid the higher rate for the whole day if engaged on a higher classification for more than three and a half (3½) hours per day except on the weekly half-holiday when such period shall be two and a half (2½) hours but if engaged on a higher classification for less than three and a half (3½) hours or two and a half (2½) hours respectively, he shall then be entitled to payment at the higher rate only for the time so employed.

(2) A slaughterman who is required to perform other general work in and around the slaughter-yard or otherwise or in a retail shop or in carcass carting on any day shall continue to be paid his ordinary rate of pay.

9.—Contract of Service.

Except for casuals the employment shall be weekly and a week's notice shall be given on either side to terminate the engagement; or a week's wages paid or forfeited in lieu of same; such

notice may be given before 12 o'clock noon on any day. Provided that nothing in this clause shall prevent an employer summarily dismissing a worker for misconduct and in such case, wages shall be paid up to the time of dismissal only.

10.—Annual Leave.

(1) Except as hereinafter provided a period of two (2) consecutive weeks' leave with payment of ordinary wages as prescribed shall be allowed annually to a worker by his employer after a period of twelve (12) months' continuous service with that employer, but where a worker completes that twelve months continuous service on or after the 30th November, 1963, he shall be allowed three (3) consecutive weeks leave instead of the two (2) consecutive weeks leave prescribed herein. An employer shall give at least four (4) weeks' notice to a worker of the date that he requires him to commence his annual leave.

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

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

(b) In special circumstances and by mutual consent of the employer, the worker and the Union concerned, annual leave may be taken in not more than two (2) periods.

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

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

(6) After one (1) month's continuous service in any qualifying twelve-monthly period a worker whose employment terminates shall be paid, in respect of each completed month of continuous service in that qualifying period—

(a) one-sixth (⅙) of a week's pay at his ordinary rate of wage if he leaves his employment before the 30th November, 1963, and one-quarter (¼) of a week's pay at his ordinary rate of wage if he leaves his employment on or after that date;

(b) one-quarter (¼) of a week's pay at his ordinary rate of wage if his employment is terminated by the employer through no fault of the worker after 29th August, 1963, and one-sixth (⅙) of a week's pay at his ordinary rate of wage if his employment is so terminated on or before that date.

(7) Notwithstanding anything else herein contained an employer who observes a Christmas closedown for the purpose of granting annual leave may require a worker to take his annual leave in not more than two (2) periods but neither of such periods shall be less than one (1) week.

11.—Sick Leave.

(1) 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 a week's pay for each completed month of service: Provided that, subject to subclause (6) hereof, payment for absence through such ill-health shall be limited to one (1) week's pay in each calendar year. Payment hereunder may be adjusted at the end of each calendar year or at the time the worker leaves the service of the employer, in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred.

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

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

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

(5) Notwithstanding the provision of subclause (4) hereof, a worker who has already been allowed paid sick leave on one occasion shall not be entitled to payment for any further absence in the same year unless during the ordinary working hours that the worker is absent the employer requests in writing the employee to produce on his return to work a medical certificate stating that he was unable to attend for duty on account of personal ill-health.

(6) Sick leave shall accumulate from year to year so that any balance of the period specified in subclause (1) of this clause which has in any year not been allowed to any worker by his employer as paid sick leave may be claimed by the worker and, subject to the conditions hereinbefore prescribed shall be allowed by his employer in any subsequent year without diminution of the sick leave prescribed in respect of that year. **Provided** that sick leave which accumulates pursuant to this subclause shall be available to the worker for a period of two (2) years but no longer from the end of the year in which it accrues.

12.—Time and Wages Record.

(1) The employer shall provide a record, to be kept where the worker or workers usually commence work, in which each worker shall enter his starting and finishing times each day. Such record shall be signed daily or weekly by the worker to indicate such entries are correct.

(2) The employer shall keep records showing—

- (a) the name and address of each worker;
- (b) the occupation of each worker;
- (c) the wages and overtime paid;
- (d) the age of each junior worker.

(3) Such records shall be open for inspection by the Secretary of the Union, or such other persons authorised in writing by the President of the Union, during working hours in any day, and the official making the inspection shall be entitled to take a copy of any entries in the records. If for any reason the record be not available when the official calls to inspect it, it shall be made available for inspection within twelve (12) hours. Any system of automatic recording by means of machines shall be deemed to comply with this provision to the extent of the information recorded.

13.—First Aid.

Each employer shall keep at his shop, or factory, or at each if more than one, a first aid equipment accessible at all times, containing the following:—

- 3 sterilised dressings for fingers.
- 3 sterilised dressing (assorted sizes, one for hand, one for feet and one large size).
- 1 tube or pot unguent vitamin A (V.P.48).
- 6 assorted roller bandages.
- 2 ozs. iodine.
- 2 ozs. sal volatile.
- 1 triangular bandage.
- 1 reel adhesive tape, 2 in.
- Eye drops and brush.
- 1 enamel or kidney dish, 8 in.
- Medicine glass.
- A.P.C. tablets (24).

14.—Board of Reference.

(1) The Court appoints, for the purpose of the Award a Board of Reference. The Board shall consist of a chairman and two other representatives, one to be nominated by each of the parties, as prescribed by the regulations. There is assigned

to such Board, in the event of no agreement being arrived at between the parties to the Award, the functions of—

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

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

15.—Under-rate Workers.

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

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

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

16.—Breakdowns.

The employer shall be entitled to deduct payment for any day or portion of a day upon which the worker cannot be usefully employed because of any strike by the Union or Unions affiliated with it, or by any other association or union or through the breakdown of the employer's machinery, or any stoppage of work by any cause which the employer cannot reasonably prevent.

17.—Apprentices.

(1) The Apprenticeship Regulations under the Industrial Arbitration Act, 1912-1961, shall form part of and be embodied in this Award.

(2) The maximum number of apprentices allowed to any employer in any one establishment shall be in the proportion of one apprentice to every four (4) or fraction of four (4) journeymen employed provided that a fifth year apprentice shall not be counted for the purpose of this subclause.

(3) Where an employer, or manager, usually and customarily works at the trade, he may be counted as a Journeyman for the purpose of this clause.

(4) The period of apprenticeship shall be five (5) years: **Provided** however, that in the case of youths who have already had experience in the industry, this period may be reduced with the consent of the Court, or by agreement with the Union, as to the allowance to be made out of the said period of five years for the experience previously gained in the industry.

(5) Apprentices may be taken to (a) general butchering, (b) smallgoods-making, or (c) slaughtering.

(6) This clause shall not be enforceable until after October 1st, 1963, and shall not effect any proportion in excess of subclause (2) in respect of workers in the employ of any employer on July 1st, 1963.

18.—Travelling Expenses.

All reasonable travelling expenses incurred by any worker sent from one shop to another shall be refunded by the employer.

19.—Junior Workers.

(1) Except as hereinafter provided, in any establishment or part thereof where an apprentice is not permitted or when the number of apprentices that may be employed has been fully availed of except in retail establishments, junior workers may be employed in the proportion of one (1) junior to every four (4) or fraction of four (4) workers in receipt of the basic wage or over.

(2) Junior workers may be employed in assisting carcass carters but not more than one (1) junior shall be employed on each vehicle, and he must be in the capacity of an assistant.

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

(a) Name in full.

(b) Age and date of birth.

No worker shall have any claim upon an employer for additional pay, in the event of the age of the worker being wrongly stated on the certificate. If any junior worker shall wilfully mis-state his age in the above certificate, he alone shall be guilty of a breach of the Award.

(4) The weight to be lifted or carried by a junior worker is limited as follows:—

Under 16 years; not more than 40 lb.

Under 17 years; not more than 60 lb.

Under 18 years; not more than 80 lb.

20.—Definitions.

“First shopman.”—In every shop where one or more shopmen are employed, one shall be classed as first shopman. Provided however, that where a manager is employed who works in the shop, he shall be considered as first shopman.

“Smallgoodsman” shall mean one who actually performs the work of preparing, manufacturing or making up from meat, smallgoods, except sausages known as butchers’ sausages, but shall not mean or include the employer or the manager of any shop, or the member of any firm, and in shops where only one smallgoodsman is employed, he shall be classed as first smallgoodsman.

“Salter” shall mean one who is employed the greater portion of his time in salting and curing meat.

“General butcher” shall mean one not being a counterhand, employed cutting up meat, serving in shop or doing rounds and cutting meat or general work of a butcher, or who is assisting in a smallgoods department.

“Slaughterman” shall mean one who kills and dresses oxen, sheep, calves, lambs or pigs.

21.—Hours.

(1) The ordinary working hours shall not exceed forty (40) in any one week or eight (8) in any one day. Such hours to be consecutive except for the meal break.

(2) The starting and ceasing time shall be mutually arranged between the employer and the worker; in the absence of agreement the Registrar shall decide.

(3) Subject to clause 22, all work in retail shops shall be performed—

(a) In respect to shops situated in districts in which the weekly half-holiday is observed in any week on a Saturday, between 7.30 a.m. and 5.45 p.m. Monday to Thursday inclusive, except that work may be performed between 6.30 a.m. and 7.30 a.m. on the Thursday immediately preceding Good Friday; between 6.30 a.m. and 5.45 p.m. on Friday; and between 6.30 a.m. and 12.15 p.m. on Saturday, and no worker shall be allowed on such premises outside these hours. No worker in such shops shall be allowed to sell meat other than between the hours of 8 a.m. and 5.30 p.m. Monday to Friday inclusive, and between 8 a.m. and 12 noon on Saturday.

(b) In respect to shops situated in districts in which the weekly half-holiday is observed in any week on a day other than a Saturday, between 7.30 a.m. and 5.45 p.m. Monday to Thursday inclusive, except on the day on which the weekly half-holiday is observed and except that work may be performed between 6.30 a.m. and 7.30 a.m. on the Thursday immediately preceding Good Friday; between 6.30 a.m. and 5.45 p.m. on Friday and Saturday; and between 6.30 a.m. and 12.15 p.m. on the weekly half-holiday, and no worker shall be

allowed on such premises outside these hours. No worker in such shops shall be allowed to sell meat other than between the hours of 8 a.m. and 5.30 p.m. Monday to Saturday inclusive, except on the weekly half-holiday when the hours shall be between 8 a.m. and 12 noon.

(4) Liberty is reserved to either party to apply to amend this clause in respect of establishments other than retail.

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

22.—Overtime.

(1) Work shall not be allowed in Retail Butchers’ Shops outside the limits of clause 21 (3) except in cases of urgent necessity, for the purpose of—

(a) supplying military hospitals, military camps, military depots and shipping;

(b) supplying hospitals and State institutions;

(c) a breakdown of the refrigeration plant which necessitates the worker handling the meat contained in the chambers attached thereto;

(d) supplying orders for delivery outside a fifteen (15) mile radius from the shop; or

(e) performing work because of absenteeism of a worker or an insufficient supply of labour.

(2) (a) The rates of overtime for work done under this clause outside the hours on any day shall be—

for the first four (4) hours, time and a half, thereafter double time.

(b) Any time worked between 6.30 a.m. and 7.30 a.m. on the Thursday immediately preceding Good Friday shall be deemed to be overtime in addition to the ordinary week’s work for the purposes of calculating a worker’s daily overtime entitlement under paragraph (a) hereof.

(3) When a worker has left the premises and is recalled to work under this clause he shall be paid at least two (2) hours at ordinary rates.

(4) Work performed on Sundays or holidays shall be paid for at the rate of double time with a minimum payment of two (2) hours.

(5) In any establishment where it is necessary to attend to the refrigerator at times not within the ordinary hours, it shall be permissible for a worker to do so on terms arranged with the employer and approved by the Secretary of the Union.

(6) Notwithstanding anything contained in this Award—

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

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

23.—Meal Money.

A worker required to work overtime for more than two (2) hours without being notified on the previous day or earlier that he will be so required to work, shall be supplied with any meal required by the employer or paid five shillings (5s.) for such meal.

If the amount of overtime required to be worked necessitates a second or subsequent meal, the employer shall, unless he has notified the workers concerned on the previous day or earlier that such second or subsequent meal will also be required,

provide such meals or pay an amount of three shillings and fourpence (3s. 4d.) for each such second or subsequent meal.

No such payments need be made to workers living in the same locality as their place of employment who can reasonably return home for such meals.

If a worker in consequence of receiving such notice has provided himself with a meal or meals and is not required to work overtime, or is required to work less overtime than notified, he shall be paid the amounts above prescribed in respect of the meals not then required.

24.—Meal Intervals.

(1) A worker shall not be compelled to work for more than six (6) hours without a break for a meal. Such meal interval shall be not less than forty-five (45) minutes nor more than one (1) hour to be taken between the hours of 11.30 a.m. and 2 p.m.

(2) When a worker is required for duty whereby his normal meal interval is postponed for more than one (1) hour, he shall be paid at overtime rates until he gets his meal.

25.—Holidays.

(1) The following days, or the days observed in lieu, shall subject to clause 22 hereof, be observed as holidays without deduction of pay, namely: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, State Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day.

(2) No work shall be allowed in retail shops on any of the holidays named in subclause (1) hereof except for the purposes enumerated in subclause (1) of clause 22, provided that when Boxing Day or a day in lieu is observed on a Tuesday, work may be done on that day.

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

(4) Any worker absenting himself from work on the working day preceding or on the working day following a holiday without reasonable cause or without the consent of the employer shall not be entitled to payment for the holiday.

26.—Managers.

(1) This Award shall not apply to Managers. For the purpose of this clause a Manager shall mean—

(a) a person who attends to managerial duties who is in charge of the establishment, and/or who directs and supervises operations in connection with such establishment and who may do butchering work; and

(b) who works under a written contract of service with his employer and is entitled to a margin of not less than eight pounds ten shillings (£8 10s.) per week and is also entitled to receive a month's notice before his services may be dispensed with, except in the case of misconduct.

(2) A copy of the Agreement of Service shall be lodged with the Industrial Registrar; the employer and the Manager shall be jointly responsible for the lodgement of the Agreement of Service with the Registrar, and upon such lodgement, the Registrar shall notify the Union of the name of the worker and employer concerned.

(3) Irrespective of the duties performed, a worker shall not be deemed a Manager unless the Industrial Registrar has received the notification referred to in (2) hereof.

27.—Tools of Trade and Clothing Allowance.

(1) An allowance for tools of trade and clothing shall be made at the rate of five shillings (5s.) per week to adult workers, other than workers employed in the slaughteryard, required on cutting and/or boning and two shillings (2s.) per week to

all other adult workers other than workers employed in the slaughteryard. Provided that the allowance of two shillings (2s.) per week to all other adult workers shall not be paid where an employer supplies any clothing required to be worn.

(2) Apprentices (except to slaughtering) shall be paid a weekly allowance for clothing and tools as follows:—

	s.	d.
During first year	2	0
During second year	2	0
During third year	3	0
During fourth year	4	0
During fifth year	5	0

(3) Junior workers covered by clause 7 (7) shall be paid a weekly allowance for clothing and tools as follows:—

	s.	d.
Under 18 years of age	2	0
18 to 19 years of age	3	0
19 to 20 years of age	4	0
20 to 21 years of age	5	0

28.—Delivery of Meat.

No apprentice shall be permitted to effect any delivery of meat to householders.

29.—General Conditions.

The employer shall supply caps and tunics to each worker engaged in carcase carting.

30.—Weekly Half-Holiday Work.

All time worked during the ordinary hours of work on the weekly half-holiday shall be paid for at the rate of time and a quarter.

This clause shall not apply to any casual or part time worker.

31.—Preference.

(1) In this clause the term "Unionist" means a worker who is a financial member of the industrial union of workers party to this Award.

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

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

(4) Exemptions:

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

(b) An applicant for exemption shall detail in the application to the Industrial Registrar his reasons for desiring exemption and such application shall only be valid and considered by the Industrial Registrar if it is forwarded by registered post within seven (7) days of the applicant's receipt of the application for membership as prescribed in subclause (3).

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

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

- (ii) if the employee objects on the grounds of conscientious religious belief to becoming a member of any industrial union; and
- (iii) for any reason which the Industrial Registrar deems sufficient.

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

32.—Long Service Leave.

(a) Right to Leave.

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

(b) Long Service.

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

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

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

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

(4) Such service shall include—

- (a) any period of absence from duty on any annual leave or long service leave;
- (b) any period of absence from duty necessitated by sickness of or injury to the worker but only to the extent of fifteen (15) working days in any year of his employment;
- (c) any period following any termination of the employment by the employer if such termination has been made merely with the intention of avoiding obligations hereunder in respect of long service leave or obligations under any award in respect of annual leave;
- (d) any period during which the service of the worker was or is interrupted by service—
 - (i) as a member of the Naval, Military or Air Forces of the Commonwealth of Australia other than as a member of the British Commonwealth Occupation Forces in Japan and other than as a member of the Permanent Forces of the Commonwealth of Australia except in the circumstances referred to in section 31 (2) of the Defence Act, 1903-1956, and except in Korea or Malaya after June 26, 1950;
 - (ii) as a member of the Civil Construction Corps established under the National Security Act, 1939-1946;
 - (iii) In any of the Armed Forces under the National Service Act, 1951 (as amended).

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

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

- (a) the transmission of a business as referred to in paragraph (3) hereof;
- (b) any interruption of a class referred to in paragraph (4) hereof irrespective of the duration thereof;
- (c) any absence from duty authorised by the employer;
- (d) any standing-down of a worker in accordance with the provisions of an Award, Industrial Agreement, Order or Determination under either Commonwealth or State law;
- (e) any absence from duty arising directly or indirectly from an industrial dispute if the worker returns to work in accordance with the terms of settlement of the dispute;
- (f) any termination of the employment by the employer on any ground other than slackness of trade if the worker be re-employed by the same employer within a period not exceeding two months from the date of such termination;
- (g) any termination of the employment by the employer on the ground of slackness of trade if the worker is re-employed by the same employer within a period not exceeding six (6) months from the date of such termination;
- (h) any reasonable absence of the worker on legitimate union business in respect of which he has requested and been refused leave;
- (i) any absence from duty after the coming into operation of this clause by reason of any cause not specified in this clause unless the employer during the absence or within fourteen (14) days of the termination of the absence notifies the worker in writing that such absence will be regarded as having broken the continuity of service, which notice may be given by delivery to the worker personally or by posting it by registered mail to his last recorded address, in which case it shall be deemed to have reached him in due course of post.

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

(c) Period of Leave.

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

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

- (a) in respect of twenty (20) years' service so completed—thirteen (13) weeks' leave;
- (b) in respect of each ten (10) years' service completed after such twenty (20) years—six and a half (6½) weeks' leave.

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

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

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

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

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

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

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

(d) Payment for Period of Leave.

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

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

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

(4) The ordinary time rate of pay—

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

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

(e) Taking Leave.

(1) In a case to which paragraph (2) of subclause (c) applies—

- (a) Leave shall be granted and taken as soon as reasonably practicable after the right thereto accrues due or at such time or times as may be agreed between the employer and the worker or in the absence of such agreement at such time or times as may be determined by the Special Board of Reference, having regard to the needs of the employer's establishment and the worker's circumstances.
- (b) Except where the time for taking leave is agreed to by the employer and the worker or determined by the Special Board of Reference, the employer shall give to a worker at least one (1) month's notice of the date from which his leave is to be taken.
- (c) Leave may be granted and taken in one continuous period or if the employer and the worker so agree in not more than three (3) separate periods in respect of the first thirteen (13) weeks' entitlement and in not more than two (2) separate periods in respect of any subsequent period of entitlement.

(d) Any leave shall be inclusive of any public holidays specified in this award occurring during the period when the leave is taken but shall not be inclusive of any annual leave.

(e) Payment shall be made in one of the following ways:—

- (i) In full before the worker goes on leave;
- (ii) at the same time as his wages would have been paid to him if the worker had remained at work, in which case payment shall, if the worker in writing so requires, be made by cheque posted to an address specified by the worker; or
- (iii) in any other way agreed between the employer and the worker.

(f) No worker shall, during any period when he is on leave, engage in any employment for hire or reward in substitution for the employment from which he is on leave, and if a worker breaches this provision he shall thereupon forfeit his right to leave hereunder in respect of the unexpired period of leave upon which he has entered, and the employer shall be entitled to withhold any further payment in respect of the period and to reclaim any payments already made on account of such period of leave.

(2) In a case to which paragraph (3) or paragraph (4) of subclause (c) applies and in any case in which the employment of the worker who has become entitled to leave hereunder is terminated before such leave is taken or fully taken the employer shall, upon termination of his employment otherwise than by death pay to the worker, and upon termination of employment by death pay to the personal representative of the worker upon request by the personal representative, a sum equivalent to the amount which would have been payable in respect of the period of leave to which he is entitled or deemed to have been entitled and which would have been taken but for such termination. Such payment shall be deemed to have satisfied the obligation of the employer in respect of leave hereunder.

(f) Granting Leave in Advance and Benefits to be Brought into Account.

(1) Any employer may by agreement with a worker allow leave to such a worker before the right thereto has accrued due, but where leave is taken in such a case the worker shall not become entitled to any further leave hereunder in respect of any period until after the expiration of the period in respect of which such leave had been taken before it accrued due.

(2) Where leave has been granted to a worker pursuant to the preceding paragraph before the right thereto has accrued due, and the employment subsequently is terminated, the employer may deduct from whatever remuneration is payable upon the termination of the employment, a proportionate amount on the basis of thirteen (13) weeks for twenty (20) years' service in respect of any period for which the worker has been granted long service leave to which he was not at the date of termination of his employment or prior thereto entitled.

(3) Any leave in the nature of long service leave or payment in lieu thereof under a State Law or a long service leave scheme not under the provisions hereof granted to a worker by his employer in respect of any period of service with the employer shall be taken into account whether the same is granted before or after the coming into operation hereof and shall be deemed to have been leave taken and granted hereunder in the case of leave with pay to the extent of the period of such leave and in the case of payment in lieu thereof to the extent of a period of leave with pay equivalent to the amount of the payment and to be satisfaction to the extent thereof of the entitlement of the worker hereunder.

(g) Records to be Kept.

(1) Each employer shall during the employment and for a period of twelve (12) months thereafter, or in the case of termination by death of the worker, a period of three (3) years thereafter, keep a record from which can be readily ascertained the name of each worker and his occupation, the date of the commencement of his employment and his entitlement to long service leave and any leave which may have been granted to him or in respect of which payment may have been made hereunder.

(2) Such record shall be open for inspection in the manner and circumstances prescribed by this Award with respect to the time and wages record.

(h) Special Board of Reference.

(1) There shall be constituted a Special Board of Reference for the purpose hereof to which all disputes and matters arising hereunder shall be referred and the Board shall determine all such disputes and matters.

(2) There shall be assigned to such Board the functions of—

- (a) the settlement of disputes on any matters arising hereunder;
- (b) the determination of such matters as are specifically assigned to it hereunder.

(3) The Board of Reference shall consist of one representative or substitute therefor nominated from time to time by the Western Australian Employers' Federation (Incorporated) and one representative or substitute nominated from time to time by the West Australian Trade Unions Industrial Council (A.L.P.) together with a chairman to be mutually agreed upon by the organisations named in this paragraph.

(i) State Law.

(1) The provisions of any State Law to the extent to which they have before the coming into operation hereof conferred an accrued right on a worker to be granted a period of long service leave in respect of a completed period of twenty (20) or more years' service or employment or an accrued right on a worker or his personal representative to payment in respect of long service leave shall not be affected hereby and shall not be deemed to be inconsistent with the provisions hereof.

(2) The entitlement of any such worker to leave in respect of a period of service with the employer completed after the period in respect of which the long service leave referred to in paragraph (1) hereof accrued due shall be in accordance herewith.

(3) Subject to paragraphs (1) and (2) hereof, the entitlement to leave hereunder shall be in substitution for and satisfaction of any long service leave to which the worker may be entitled in respect of employment of the worker by the employer.

(4) An employer who under any State Law with regard to long service leave is exempted from the provisions of that law as at the first day of April, 1958, shall in respect of the workers covered by such exemption be exempt from the provisions hereof.

(j) Exemptions.

The Special Board of Reference may subject to such conditions as it thinks fit exempt any employer from the provisions hereof in respect of its employees where there is an existing or prospective long service leave scheme which, in its opinion is, viewed as a whole, more favourable for the whole of the employees of that employer than the provisions hereof.

(k) Liberty to Apply.

Liberty is granted to any party to this Award to apply to the Court at any time for an appropriate variation of this clause if any of the terms and conditions operating under the code of Long Service Leave being negotiated between the Australian Council of Trade Unions and Federal Employers' Organisations is varied in any way.

33.—Shift Work.

Liberty is reserved to apply in respect to shift work conditions.

In witness whereof this Award has been signed by the Conciliation Commissioner this 26th day of July, 1963.

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

Schedule of Respondents.

Meat and Allied Trades Federation of Australia (Western Australian Division) Union of Employers, Perth; G.P.O. Box H 624, Perth W.A.
D'Raine & Hunter; 248 York Street, Albany, W.A.
J. & C. E. Bazeley; Roe Street, Bridgetown, W.A.
Dardanup Butchering Co.; 35 Stephen Street, Bunbury, W.A.
Collie Industrial Co-op. Society Ltd.; Steere Street, Collie, W.A.
Moorra Meat Supply; Padbury Street, Moorra, W.A.
F. B. Chester; Lowood Street, Mt. Barker, W.A.
Bowtell & Sons; Mullewa, W.A.
H. E. Little; 100 Federal Street, Narrogin, W.A.
Roediger Bros.; 182 Fitzgerald Street, Northam; W.A.
Smedley's Meat Supply; George Street, Pinjarra, W.A.
G. F. Chipper; Avon Terrace, York, W.A.
E. G. Green & Sons Pty. Ltd.; 61 Udac Road, Harvey, W.A.
Waroona Abattoirs; Waterhouse Road, Waroona, W.A.
W. H. Jones; Merredin, W.A.
Smith Bros.; 81 Clive Street, Katanning, W.A.

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 397 of 1963.

Between West Australian Operative Bakers' Union of Workers, Applicant, and L. Rendell (Aeme Bakery), Bunbury, Respondent.

HAVING heard Mr. R. W. Clohessy on behalf of the Applicant and Mr. D. Hosking on behalf of the respondent, the Court, in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1961, doth hereby order and declare—

That the Bakers (Country) Award, No. 15 of 1955, as amended, be and the same is hereby further amended in the manner following:—

Clause 21—Apprentices: Delete subclause (d) and insert in lieu thereof:—

(d) The minimum rates of wages payable to apprentices shall be—

	Per Cent. of Basic Wage Per Week.
First year	35
Second year	50
Third year	68
Fourth year	90
Fifth year	100
	plus
	£1 18s. 3d.

Dated at Perth this 10th day of September, 1963.

By the Court,
(Sgd.) R. V. NEVILLE,
President.

[L.S.]

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 410 of 1963.

Between The United Furniture Trades Industrial Union of Workers, W.A., Applicant, and Hearn Manufacturing Co. Pty. Ltd., Respondent.

HAVING heard Mr. R. W. Clohessy on behalf of the applicant and Mr. D. Hosking on behalf of the respondent, the Court, in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1961, doth hereby order and declare—

That the Furniture Trades Award, No. 6 of 1960, be and the same is hereby amended in the manner following:—

Clause 8—Wages: Delete Item No. (16), and insert in lieu thereof the following:—

	Per Cent. of Basic Wage Per Week.
(16) Apprentices—	
First year	35
Second year	50
Third year	68
Fourth year	90
Fifth year	100
	plus
	£1 18s. 3d.

Dated at Perth this 10th day of September, 1963.

By the Court,

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

IN THE COURT OF ARBITRATION
OF WESTERN AUSTRALIA.

No. 33 of 1962.

Between The Food Preservers' Union of Western Australia, Union of Workers, Applicant, and F. H. Faulding and Co. Ltd., Plaimar Limited and Drug Houses of Australia Ltd., Respondents.

THE Conciliation Commissioner, in pursuance of the powers and duties conferred upon him by section 108B of the Industrial Arbitration Act, 1912-1961, and in pursuance of a remission to him by the Court of Arbitration, doth hereby make the following Award in connection with the industrial dispute between the abovenamed parties.

Award.

1.—Title.

This Award shall be known as the "Manufacturing Chemists Award 1963" and replaces Awards numbered 52A of 1947 and 24 of 1954, as amended.

2.—Arrangement.

1. Title.
2. Arrangement.
3. Scope.
4. Area.
5. Term.
6. Definitions.
7. Wages.
8. Incentive Schemes.
9. Hours of Work.
10. Shift Work.
11. Overtime.
12. Meal Interval.
13. Contract of Service.
14. Higher Duties.
15. Holidays.
16. Annual Leave.
17. Absence through Sickness.
18. Payment of Wages.
19. Time and Wages Record.
20. No Reduction.
21. Under-rate Workers.
22. Junior Workers' Certificate.
23. Limitation of Female Work.
24. Inspection by Union.
25. Board of Reference.
26. Protective Clothing.
27. Seating Accommodation.
28. Posting of Award.
29. First Aid Outfit.
30. Long Service Leave.
31. Liberty to Apply.
32. Preference to Unionists.

3.—Scope.

This Award shall apply to workers employed by the respondents in the classifications described in clause 6 hereof in the manufacture, distillation or preparation of essences; essential oils; synthetic aromatic chemicals; chemical preparations; patent medicines; cordials; citrus extracts and such other products as are manufactured or handled by the respondents.

4.—Area.

This Award shall have effect over the area comprised within a radius of twenty five (25) miles from the General Post Office, Perth.

5.—Term.

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

6.—Definitions.

(1) "Leading Hand" shall mean a worker who is appointed as such by his employer and who in addition to his ordinary duties is required by the employer to supervise the work of other workers.

(2) "Casual Worker". Any worker dismissed through no fault of his own before the expiration of one (1) week of his employment shall be considered casual.

(3) "Plant Operative (1st Class)" means a worker who in addition to attending to and operating any plant is required by the employer to do special duties involving greater responsibility than a "Plant Operative (2nd Class)".

(4) "Plant Operative (2nd Class)" means a worker who attends to and operates any plant.

7.—Wages.

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

	Per Week.					
	Males.		Females.			
	£	s.	d.	£	s.	d.
(1) Basic Wage:						
(a) Within a radius of 15 miles from the G.P.O., Perth	15	1	6	11	6	1
(b) Outside a radius of 15 miles from the G.P.O. Perth, and within a 25 mile radius from the G.P.O., Perth	14	19	11	11	4	11
				Margin over Male Basic Wage Per Week.		
						£ s. d.
(2) Adult Males:						
Section (i) Extracts, Essences and Distillation:						
First-Class Plant Operative				3	12	6
Second-Class Plant Operative—						
1st three months' experience				1	14	0
2nd three months' experience				1	18	0
3rd three months' experience				2	2	0
4th three months' experience				2	5	6
Thereafter				2	16	0
Section (ii) Galenicals, Patent Medicines, Cordials, etc.:						
First-Class Factory Hands				2	9	0
Factory Hands (handling corrosive acids)				2	0	0
Section (iii):						
General Factory Hands				1	14	0
All others					15	6
				Margin over Female Basic Wage Per Week.		
						£ s. d.
(3) Adult Females						16 0

	Per cent. of Male Basic Wage Per Week. %	Per cent. of Female Basic Wage Per Week. %
(4) Junior Workers:		
14 to 15 years of age	35	—
15 to 16 years of age	45	45
16 to 17 years of age	55	55
17 to 18 years of age	65	65
18 to 19 years of age	75	75
19 to 20 years of age	85	85
20 to 21 years of age	95	95

	Males Per Week Extra. £ s. d.	Females Per Week Extra. £ s. d.
(5) Leading Hands:		
A leading hand in charge of—		
(a) less than three (3) other workers	9 6	5 0
(b) not less than three (3) and not more than ten (10) other workers	19 0	10 0
(c) more than ten (10) but less than twenty (20) other workers	1 18 6	1 0 0
(d) more than twenty (20) other workers	2 17 6	1 10 0

(5) Leading Hands:

A leading hand in charge of—

- (a) less than three (3) other workers 9 6 5 0
- (b) not less than three (3) and not more than ten (10) other workers 19 0 10 0
- (c) more than ten (10) but less than twenty (20) other workers 1 18 6 1 0 0
- (d) more than twenty (20) other workers 2 17 6 1 10 0

- (6) Workers blending colours shall be paid at the rate of one shilling (1s.) per hour extra whilst so employed.
- (7) Workers grinding capsicum and pepper shall be paid at the rate of sixpence (6d.) per hour whilst so employed.
- (8) Liberty is reserved to the parties to apply to amend to include a rate for casual workers.

8.—Incentive Schemes.

(1) The particulars of the basis of any incentive scheme shall be supplied upon request to the Secretary of the Union.

(2) Adjustments and/or variations of the basis of any incentive scheme shall be subject to mutual agreement between the employer and the workers concerned.

(3) In the event of any disagreement between the employer and the workers concerned, the matter may be referred to the Board of Reference by the employer or the Union.

9.—Hours of Work.

(1) Forty (40) hours shall constitute a week's work and, subject to Clause 10—Shift Work, shall be worked between 7 a.m. and 5.30 p.m. on Monday to Friday inclusive.

(2) The starting and finishing times in any establishment shall only be altered by the employer giving seven (7) days' notice to his workers of such alteration, except where otherwise agreed between the employer and the Union.

10.—Shift Work.

(1) An employer may, if he so desires, work his establishment on shifts, but before doing so, shall give notice of his intention to the Union and of the intended starting and finishing times of ordinary working hours of the respective shifts.

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

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

(3) For any worker (other than a worker working a quick shift) the loading on the ordinary rates of pay for shift work shall be five per cent. (5%) for afternoon shift and ten per cent. (10%) for night shift.

(4) (a) Any worker working a quick shift shall be paid at the rate of time and a quarter.

(b) A quick shift shall mean a shift where a worker is brought on to work before having had at least eight (8) hours off.

(5) Where three (3) shifts are worked, a crib time break not exceeding twenty (20) minutes shall be allowed and shall be taken in relays at such time as not to cause a stoppage of work and no deduction shall be made therefore from the worker's wages.

11.—Overtime.

(1) All time worked before the usual starting time or after the usual finishing time shall be deemed overtime and be paid for at the rate of time and a half for the first four (4) hours and double time thereafter.

(2) Except as hereinafter provided, all work performed after twelve (12) noon Saturdays, or on Sundays or on any of the prescribed holidays in clause 15 (1) hereof shall be paid for at the rate of double time.

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

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

(5) A worker required to work overtime for more than two (2) hours, without being notified on the previous day or earlier that he will be so required to work, shall be supplied with a meal by the employer or paid six shillings (6s.) for a meal.

If the amount of overtime required to be worked necessitates a second or subsequent meal, the employer shall, unless he has notified the workers concerned on the previous day or earlier that such second or subsequent meal will also be required, provide such meals or pay an amount of four shillings (4s.) for each such second or subsequent meal.

(6) No such payments need be made to workers living in the same locality as their workshops who can reasonably return home for such meals.

If a worker in consequence of receiving such notice has provided himself with a meal or meals and is not required to work overtime or is required to work less overtime than notified, he shall be paid the amounts above prescribed in respect of the meals not then required.

(7) (a) Subject to clause 10 of this award, when overtime work is necessary it shall, wherever reasonably practicable, be so arranged that workers have at least eight (8) consecutive hours off duty between the work of successive days.

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

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

12.—Meal Interval.

(1) Not less than thirty (30) minutes nor more than one (1) hour shall be allowed for a meal each day.

(2) A worker shall not be compelled to work for more than five and a half (5½) hours without a break for a meal.

(3) When a worker is required for duty during any meal time, whereby his meal time is postponed for more than one (1) hour, he shall be paid at overtime rates until he gets his meal.

13.—Contract of Service.

(1) Except in the case of a casual worker, whose engagement shall be by the hour, the contract of hiring of every worker shall be a weekly contract terminable by one (1) week's notice on either side, given on any working day or in the event of such notice not being given by the payment of one (1) week's pay by the employer or the forfeiture of one (1) week's pay by the worker.

(2) The employer shall be under no obligation to pay for any day not worked upon which the worker is required to present himself for duty, except such absence from work is due to illness and comes within the provisions of clause 17, or such absence is on account of holidays to which the worker is entitled under the provisions of this award.

(3) The employer shall be entitled to deduct payment for any day or portion of a day upon which the worker cannot be usefully employed because of any strike by the Union or Unions affiliated with it, or by any other association or Union, or through the breakdown of the employer's machinery or any stoppage of work by any cause which the employer cannot reasonably prevent.

14.—Higher Duties.

(1) A worker engaged for more than half (½) of one (1) day or shift on duties carrying a higher rate than his ordinary classification shall be paid the higher rate for such day or shift. If employed for less than half (½) of one (1) day or shift he shall be paid the higher rate for the time so worked.

(2) A worker's regular rate of wage shall not be reduced whilst he is temporarily employed on work classified with a lower minimum rate.

15.—Holidays.

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

(b) Where Christmas Day or New Year's Day falls on a Saturday or a Sunday, such holiday shall be observed on the next succeeding Monday and where Boxing Day falls on a Sunday or a Monday

such holiday shall be observed on the next succeeding Tuesday; in each such case the substituted day shall be deemed a holiday without deduction of pay in lieu of the day for which it is substituted.

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

16.—Annual Leave.

(1) Except as hereinafter provided, a period of two (2) consecutive weeks' leave with payment of ordinary wages as prescribed shall be allowed annually to a worker by his employer after a period of twelve (12) months' continuous service with that employer, but where a worker completes that twelve months' continuous service on or after the 30th November, 1963, he shall be allowed three (3) consecutive weeks' leave instead of the two (2) consecutive weeks' leave prescribed herein.

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

(3) After one (1) month's continuous service in any qualifying twelve-monthly period a worker whose employment terminates shall be paid, in respect of each completed month of continuous service in that qualifying period:—

(a) One sixth (⅙) of a week's pay at his ordinary rate of wage if he leaves his employment before the 30th November, 1963, and one quarter (¼) of a week's pay at his ordinary rate of wage if he leaves his employment on or after that date;

(b) One quarter (¼) of a week's pay at his ordinary rate of wage if his employment is terminated by the employer through no fault of the worker after 29th August, 1963, and one sixth (⅙) of a week's pay at his ordinary rate of wage if his employment is so terminated on or before that date.

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

(5) In the event of a worker being employed by an employer for portion only of a year, he shall only be entitled, subject to subclause (3) of this clause, to such leave on full pay as is proportionate to his length of service during that period with such employer, and if such leave is not equal to the leave given to the other workers he shall not be entitled to work or pay whilst the other workers of such employer are on leave on full pay.

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

(7) In special circumstances and by mutual consent of the employer, the worker, and the Union concerned, annual leave may be taken in not more than two (2) periods.

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

(9) Notwithstanding anything else herein contained an employer who observes a Christmas closedown for the purpose of granting annual leave may require a worker to take his annual leave in not more than two (2) periods but neither of such periods shall be less than one (1) week.

17.—Absence Through Sickness.

(1) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health for one-twelfth (1/12th) of a week for each completed month of service: Provided that payment for absence through such ill-health shall be limited to one (1) week in each calendar year.

Payment hereunder may be adjusted at the end of each calendar year, or at the time the worker leaves the service of the employer, in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred. This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

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

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

(4) Sick leave shall accumulate from year to year so that any balance of the period specified in subclause (1) of this clause which has in any year not been allowed to any worker by his employer as paid sick leave may be claimed by the worker and, subject to the conditions hereinbefore prescribed, shall be allowed by his employer in any subsequent year without diminution of the sick leave prescribed in respect of that year. Provided that the sick leave which accumulates pursuant to this subclause shall be available to the worker for a period of two (2) years but not longer from the end of the year in which it accrues.

18.—Payment of Wages.

(1) Wages shall be paid weekly.

(2) Not more than two (2) days' wages shall be kept in hand by the employer.

(3) When a worker's services are terminated he shall be paid all wages due before leaving the employer's premises or alternatively (except in the case of casual workers) a cheque for the amount due may be forwarded to the worker's last known address within forty-eight (48) hours of such termination.

Liberty is reserved to the respondents to apply to amend subclause (1) hereof.

19.—Time and Wages Record.

(1) The employer shall keep or cause to be kept a record or records containing the following particulars:—

- (a) Name of each worker.
- (b) The nature of his work.
- (c) The hours worked each day and each week.
- (d) The wages and overtime (if any) paid each week.
- (e) The age of each junior worker.

Any system of automatic recording by machines shall be deemed to comply with this provision to the extent of the information recorded.

(2) The time and wages record shall be open for inspection by a duly accredited official of the Union during the usual office hours at the employer's office, or other convenient place, and the representative may be allowed to take extracts therefrom.

20.—No Reduction.

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

21.—Under-rate Workers.

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

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

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

22.—Junior Workers' Certificate.

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

- (a) Name in full.
- (b) Age and date of birth.

(2) No worker shall have any claim upon an employer for additional pay in the event of the age of the worker being wrongly stated on the certificate. If any junior worker shall wilfully misstate his age in the certificate he alone shall be guilty of a breach of this Award, and in the event of a worker having received a higher rate than that to which he was entitled he shall make restitution to the employer.

The certificate shall be available for inspection by an accredited representative of the Union in the manner in which the Time and Wages Record is open for inspection.

23.—Limitation of Female Work.

No female worker shall be required to lift any weight in excess of thirty-five (35) lb.

24.—Inspection by Union.

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

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

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

25.—Board of Reference.

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

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

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

26.—Protective Clothing.

Where necessary for the performance of their duties workers shall be provided with suitable rubber boots, goggles, masks, gloves or adequate substitutes.

27.—Seating Accommodation.

Where practicable seating accommodation shall be provided for female workers unless it is physically impossible to carry out the work required in a sitting position.

28.—Posting of Award.

A copy of this Award, if supplied by the Union, shall be allowed to be posted in a place easily accessible to the workers.

29.—First Aid Outfit.

Adequate first aid equipment shall be provided in all establishments.

30.—Long Service Leave.

(a) Right to Leave.

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

(b) Long Service.

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

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

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

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

(4) Such service shall include—

(a) any period of absence from duty on any annual leave or long service leave;

(b) any period of absence from duty necessitated by sickness or injury to the worker but only to the extent of fifteen (15) working days in any year of his employment;

(c) any period following any termination of the employment by the employer if such termination has been made merely with the intention of avoiding obligations hereunder in respect of long service leave or obligations under any award in respect of annual leave;

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

(i) as a member of the Naval, Military or Air Forces of the Commonwealth of Australia other than as a member of the British Commonwealth Occupation Forces in Japan and other than as a member of the Permanent Forces of the Commonwealth of Australia except in the circumstances referred to in section 31 (2) of the Defence Act 1903-1956, and except in Korea or Malaya after 26th June, 1950;

(ii) as a member of the Civil Construction Corps established under the National Security Act, 1939-1946;

(iii) in any of the Armed Forces under the National Service Act, 1951 (as amended).

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

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

(a) the transmission of a business as referred to in paragraph (3) hereof;

(b) any interruption of a class referred to in paragraph (4) hereof irrespective of the duration thereof;

(c) any absence from duty authorised by the employer;

(d) any standing-down of a worker in accordance with the provisions of an Award, Industrial Agreement, Order or Determination under either Commonwealth or State law;

(e) any absence from duty arising directly or indirectly from an industrial dispute if the worker returns to work in accordance with the terms of settlement of the dispute;

(f) any termination of the employment by the employer on any ground other than slackness of trade if the worker be re-employed by the same employer within a period not exceeding two (2) months from the date of such termination;

(g) any termination of the employment by the employer on the ground of slackness of trade if the worker is re-employed by the same employer within a period not exceeding six (6) months from the date of such termination;

(h) any reasonable absence of the worker on legitimate union business in respect of which he has requested and been refused leave;

(i) any absence from duty after the coming into operation of this clause by reason of any cause not specified in this clause unless the employer, during the absence or within fourteen (14) days of the termination of the absence notifies the worker in writing that such absence will be regarded as having broken the continuity of service, which notice may be given by delivery to the worker personally or by posting it by registered mail to his last recorded address, in which case it shall be deemed to have reached him in due course of post. Provided that the period of any absence from duty or the period of any interruption referred to in placita (c) to (i) inclusive of this paragraph shall not (except as set out in paragraph (4) hereof) count as service.

(c) Period of Leave.

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

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

(a) in respect of twenty (20) years' service so completed—thirteen (13) weeks' leave;

(b) in respect of each ten (10) years' service completed after such twenty (20) years—six and a half (6½) weeks' leave.

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

(a) by his death;

(b) in any circumstances otherwise than by the employer for serious misconduct;

the amount of leave shall be—

(i) if such determination takes place before the worker has become entitled to leave under placitum (a) of paragraph (2) hereof such proportion of thirteen (13) weeks' leave as the number of completed years of such service bears to twenty (20) years;

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

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

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

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

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

(d) Payment for Period of Leave.

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

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

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

(4) The ordinary time rate of pay—

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

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

(e) Taking Leave.

(1) In a case to which paragraph (2) of subclause (c) applies—

- (a) Leave shall be granted and taken as soon as reasonably practicable after the right thereto accrues due or at such time or times as may be agreed between the employer and the worker or in the absence of such agreement at such time or times as may be determined by the Special Board of Reference, having regard to the needs of the employer's establishment and the worker's circumstances.

- (b) Except where the time for taking leave is agreed to by the employer and the worker or determined by the Special Board of Reference the employer shall give to a worker at least one (1) month's notice of the date from which his leave is to be taken.

(c) Leave may be granted and taken in one continuous period or if the employer and the worker so agree in not more than three

(3) separate periods in respect of the first thirteen (13) weeks' entitlement and in not more than two (2) separate periods in respect of any subsequent period of entitlement.

(d) Any leave shall be inclusive of any public holidays specified in this Award occurring during the period when the leave is taken but shall not be inclusive of any annual leave.

(e) Payment shall be made in one of the following ways:—

- (i) in full before the worker goes on leave;
- (ii) at the same time as his wages would have been paid to him if the worker had remained at work, in which case payment shall, if the worker in writing so requires, be made by cheque posted to an address specified by the worker; or
- (iii) in any other way agreed between the employer and the worker.

(f) No worker shall, during any period when he is on leave, engage in any employment for hire or reward in substitution for the employment from which he is on leave, and if a worker breaches this provision he shall thereupon forfeit his right to leave hereunder in respect of the unexpired period of leave upon which he has entered, and the employer shall be entitled to withhold any further payment in respect of the period and to reclaim any payments already made on account of such period of leave.

(2) In a case to which paragraph (3) or paragraph (4) of subclause (c) applies and in any case in which the employment of the worker who has become entitled to leave hereunder is terminated before such leave is taken or fully taken the employer shall, upon termination of his employment otherwise than by death pay to the worker, and upon termination of employment by death pay to the personal representative of the worker upon request by the personal representative, a sum equivalent to the amount which would have been payable in respect of the period of leave to which he is entitled or deemed to have been entitled and which would have been taken but for such termination. Such payment shall be deemed to have satisfied the obligation of the employer in respect of leave hereunder.

(f) Granting Leave in Advance and Benefits to be Brought into Account.

(1) Any employer may by agreement with a worker allow leave to such a worker before the right thereto has accrued due, but where leave is taken in such case the worker shall not become entitled to any further leave hereunder in respect of any period until after the expiration of the period in respect of which such leave had been taken before it accrued due.

(2) Where leave has been granted to a worker pursuant to the preceding paragraph before the right thereto has accrued due, and the employment subsequently is terminated, the employer may deduct from whatever remuneration is payable upon the termination of the employment a proportionate amount on the basis of thirteen (13) weeks for twenty (20) years' service in respect of any period for which the worker has been granted long service leave to which he was not at the date of termination of the employment or prior thereto entitled.

(3) Any leave in the nature of long service leave or payment in lieu thereof under a State law or a long service leave scheme not under the provisions hereof granted to a worker by his employer in respect of any period of service with the employer shall be taken into account whether the same is granted before or after the coming into operation

hereof and shall be deemed to have been leave taken and granted hereunder in the case of leave with pay to the extent of the period of such leave and in the case of payment in lieu thereof to the extent of a period of leave with pay equivalent to the amount of the payment and to be satisfaction to the extent thereof of the entitlement of the worker hereunder.

(g) Records to be Kept.

(1) Each employer shall during the employment and for a period of twelve (12) months thereafter, or in the case of termination by death of the worker a period of three (3) years thereafter, keep a record from which can be readily ascertained the name of each worker, and his occupation, the date of the commencement of his employment and his entitlement to long service leave and any leave which may have been granted to him or in respect of which payment may have been made hereunder.

(2) Such record shall be open for inspection in the manner and circumstances prescribed by this Award with respect to the time and wages record.

(h) Special Board of Reference.

(1) There shall be constituted a Special Board of Reference for the purpose hereof to which all disputes and matters arising hereunder shall be referred and the Board shall determine all such disputes and matters.

(2) There shall be assigned to such Board the functions of—

- (a) the settlement of disputes on any matters arising hereunder;
- (b) the determination of such matters as are specifically assigned to it hereunder.

(3) The Board of Reference shall consist of one representative or substitute therefor nominated from time to time by the Western Australian Employers' Federation (Incorporated) and one representative or substitute nominated from time to time by the West Australian Trade Unions Industrial Council (A.L.P.) together with a chairman to be mutually agreed upon by the organisations named in this paragraph.

(i) State Law.

(1) The provisions of any State Law to the extent to which they have before the coming into operation hereof conferred an accrued right on a worker to be granted a period of long service leave in respect of a completed period of twenty (20) or more years' service or employment or an accrued right on a worker or his personal representative to payment in respect of long service leave shall not be affected hereby and shall not be deemed to be inconsistent with the provisions hereof.

(2) The entitlement of any such worker to leave in respect of a period of service with the employer completed after the period in respect of which the long service leave referred to in paragraph (1) hereof accrued due shall be in accordance herewith.

(3) Subject to paragraphs (1) and (2) hereof, the entitlement to leave hereunder shall be in substitution for any satisfaction of any long service leave to which the worker may be entitled in respect of employment of the worker by the employer.

(4) An employer who under any State Law with regard to long service leave is exempted from the provisions of that law as at the first day of April, 1958, shall in respect of the workers covered by such exemption be exempt from the provisions hereof.

(j) Exemptions.

The Special Board of Reference may subject to such conditions as it thinks fit exempt any employer from the provisions hereof in respect of its employees where there is an existing or prospective long service leave scheme which, in its opinion is, viewed as a whole, more favourable for the whole of the employees of that employer than the provisions hereof.

(k) Liberty to Apply.

Liberty is granted to any party to this Award to apply to the Court at any time for an appropriate variation of this clause if any of the terms and conditions operating under the code of Long Service Leave being negotiated between the Australian Council of Trade Unions and Federal Employers' Organisations is varied in any way.

31.—Liberty to Apply.

Liberty is reserved to the applicant Union to apply to include W. J. Bush and Co. as a Respondent to this Award.

32.—Preference to Unionists.

(1) In this clause the term "unionist" means a worker who is a financial member of the industrial union of workers party to this Award.

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

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

(4) Exemption:

- (i) Any worker may apply in writing to the Industrial Registrar, Court of Arbitration, Perth (whose decision shall be final) for exemption from this clause.
- (ii) An applicant for exemption shall detail in the application to the Industrial Registrar his reasons for desiring exemption and such application shall only be valid and considered by the Industrial Registrar if it is forwarded by registered post within seven (7) days of the applicant's receipt of the application for membership as prescribed in subclause (3).
- (iii) The Industrial Registrar in the exercise of his discretion may grant exemption with such conditions as he deems desirable—

- (a) if the applicant is a financial member of any other registered industrial union;
- (b) if the employee objects on the grounds of conscientious religious belief to becoming a member of any industrial union; and
- (c) for any reason which the Industrial Registrar deems sufficient.

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

In witness whereof this Award has been signed by the Conciliation Commissioner this 30th day of August, 1963.

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

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 400 of 1963.

Between The Boot Trade of Western Australia Union of Workers, Perth, Applicant, and Central Boot and Shoe Specialists, Respondent.

HAVING heard Mr. R. W. Clohessy on behalf of the applicant and Mr. D. Hosking on behalf of the respondent, the Court, in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1961, doth hereby order and declare—

That the Bootmakers (Bespoke) Award, No. 4 of 1946, as amended, be and the same is hereby further amended in the manner following:—

Clause 6—Wages : Delete subclause (c) and insert in lieu thereof—

	Per Cent. of Basic Wage Per Week.
(c) Apprentices—	
First year	35
Second year	50
Third year	68
Fourth year	90
Fifth year	100
	plus
	£1 18s. 3d.

Dated at Perth this 10th day of September, 1963.

By the Court,

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

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 294 (1) of 1963.

In the matter of the Industrial Arbitration Act, 1912-1961, and in the matter of various Awards and Industrial Agreements.

WHEREAS the Court of Arbitration (hereinafter referred to as "the Court") by way of summonses called upon the parties to various Awards and Industrial Agreements to show cause why the provisions contained therein relating to Annual Leave and Public Holidays should not be amended; and whereas the said summonses came on for hearing on the 17th day of June, 1963; and whereas the Court, having heard Mr. J. Coleman on behalf of industrial unions affiliated with the Trades and Labour Council of Western Australia, Mr. D. E. Cort on behalf of certain private employers, Mr. E. R. Kelly on behalf of various Ministers of the Crown in the right of the State and various Crown instrumentalities, and other representatives for other industrial unions and employers, determined that various Awards and Industrial Agreements be amended: Now, therefore, the Court, in pursuance of the powers conferred on it by section 61 of the Industrial Arbitration Act, 1912-1961, doth hereby order—

That the Aerated Water Manufacturing Industry Award, No. 30 of 1960, be and the same is hereby amended in the terms of the attached schedule.

Dated at Perth this 29th day of August, 1963.

By the Court,

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

Schedule.

Clause 17.—Holidays and Annual Leave.

1. Delete paragraphs (i) and (iii) of subclause (b) of this clause and insert in lieu thereof the following:—

(i) Except as hereinafter provided, a period of two (2) consecutive weeks' leave with payment of ordinary wages as prescribed shall

be allowed annually to a worker by his employer after a period of twelve (12) months' continuous service with that employer, but where a worker completes that twelve (12) months' continuous service on or after the 30th November, 1963, he shall be allowed three (3) consecutive weeks' leave instead of the two (2) consecutive weeks' leave prescribed herein.

(ii) After one (1) month's continuous service in any qualifying twelve (12) monthly period a worker whose employment terminates shall be paid, in respect of each completed month of continuous service in that qualifying period—

(i) one-sixth ($\frac{1}{6}$) of a week's pay at his ordinary rate of wage if he leaves his employment before the 30th November, 1963, and one-quarter ($\frac{1}{4}$) of a week's pay at his ordinary rate of wage if he leaves his employment on or after that date;

(ii) one-quarter ($\frac{1}{4}$) of a week's pay at his ordinary rate of wage if his employment is terminated by the employer through no fault of the worker after 29th August, 1963, and one-sixth ($\frac{1}{6}$) of a week's pay at his ordinary rate of wage if his employment is so terminated on or before that date.

2. Add the following new paragraph to subclause (c) of this clause:—

(v) Notwithstanding anything else herein contained an employer who observes a Christmas closedown for the purpose of granting annual leave may require a worker to take his annual leave in not more than two (2) periods but neither of such periods shall be less than one (1) week.

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 399 of 1963.

Between West Australian Operative Bakers' Union of Workers, Applicant, and D. Loan (Piccadilly Bakery), Kalgoorlie, Respondent.

HAVING heard Mr. R. W. Clohessy on behalf of the applicant and Mr. D. Hosking on behalf of the respondent, the Court, in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1961, doth hereby order and declare—

That the Bakers' (Kalgoorlie) Award, No. 14 of 1955, as amended, be and the same is hereby further amended in the manner following:—

Clause 18—Apprentices : Delete subclause (c) and insert in lieu thereof:—

(c) The minimum rates of wages payable to apprentices shall be—

	Per Cent. of Basic Wage Per Week.
First year	35
Second year	50
Third year	68
Fourth year	90
Fifth year	100
	Plus
	£1 18s. 3d.

Dated at Perth this 10th day of September, 1963.

By the Court,

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

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 398 of 1963.

Between West Australian Operative Bakers' Union of Workers, Applicant, and Bread Manufacturers' (Perth and Suburbs) Industrial Union of Employers of Western Australia, Respondent.

HAVING heard Mr. R. W. Clohessy on behalf of the Applicant and Mr. D. Hosking on behalf of the respondent, the Court, in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1961, doth hereby order and declare—

That the Bakers' (Metropolitan) Award, No. 15 of 1961, as amended, be and the same is hereby further amended in the manner following:—

Clause 18—Apprentices: Delete subclause (c) and insert in lieu thereof the following:—

(c) Apprentices shall be paid as under—

	Per Cent. of Basic Wage Per Week.	Non Ad- justable Addition to Wages Per Week.
First year	35	1 9
Second year	50	2 7
Third year	68	3 10
Fourth year	90	5 6
Fifth year	100	7 3
	plus	
	£1 18s. 3d.	

Dated at Perth this 10th day of September, 1963.

By the Court,

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

his employer after a period of twelve (12) months' continuous service with that employer, but where a worker completes that twelve (12) months' continuous service on or after the 30th November, 1963, he shall be allowed three (3) consecutive weeks' leave instead of the two (2) consecutive weeks' leave prescribed herein.

(e) After one (1) month's continuous service in any qualifying twelve (12) monthly period a worker whose employment terminates shall be paid, in respect of each completed month of continuous service in that qualifying period—

(i) one-sixth ($\frac{1}{6}$) of a week's pay at his ordinary rate of wage if he leaves his employment before the 30th November, 1963, and one-quarter ($\frac{1}{4}$) of a week's pay at his ordinary rate of wage if he leaves his employment on or after that date;

(ii) one-quarter ($\frac{1}{4}$) of a week's pay at his ordinary rate of wage if his employment is terminated by the employer through no fault of the worker after 29th August, 1963, and one-sixth ($\frac{1}{6}$) of a week's pay at his ordinary rate of wage if his employment is so terminated on or before that date.

2. Add the following new subclause to this clause:—

(j) Notwithstanding anything else herein contained an employer who observes a Christmas closedown for the purpose of granting annual leave may require a worker to take his annual leave in not more than two (2) periods but neither of such periods shall be less than one (1) week.

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 294 (2) of 1963.

In the matter of the Industrial Arbitration Act, 1912-1961, and in the matter of various Awards and Industrial Agreements.

WHEREAS the Court of Arbitration (hereinafter referred to as "the Court") by way of summonses called upon the parties to various Awards and Industrial Agreements to show cause why the provisions contained therein relating to Annual Leave and Public Holidays should not be amended; and whereas the said summonses came on for hearing on the 17th day of June, 1963; and whereas the Court, having heard Mr. J. Coleman on behalf of industrial unions affiliated with the Trades and Labour Council of Western Australia, Mr. D. E. Cort on behalf of certain private employers, Mr. E. R. Kelly on behalf of various Ministers of the Crown in the right of the State and various Crown instrumentalities, and other representatives for other industrial unions and employers, determined that various Awards and Industrial Agreements be amended: Now, therefore, the Court, in pursuance of the powers conferred on it by section 61 of the Industrial Arbitration Act, 1912-1961, doth hereby order—

That the Apple and Pear Packing and Storing Award, No. 2 of 1954, be and the same is hereby amended in the terms of the attached schedule.

Dated at Perth this 29th day of August, 1963.

By the Court,

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

Schedule.

Clause 21.—Holidays and Annual Leave.

1. Delete subclauses (c) and (e) of this clause and insert in lieu thereof the following:—

(c) Except as hereinafter provided, a period of two (2) consecutive weeks' leave with payment of ordinary wages as prescribed shall be allowed annually to a worker by

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 414 of 1963.

Between The Operative Painters and Decorators' Union of Australia, West Australian Branch, Union of Workers, Applicant, and Australian Blue Asbestos Ltd., Respondent.

HAVING heard Mr. R. W. Clohessy on behalf of the applicant and Mr. D. Hosking on behalf of the respondent, the Court, in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1961, doth hereby order and declare—

That the Painters (Australian Blue Asbestos) Award, No. 5 of 1958, as amended, be and the same is hereby further amended in the terms of the attached schedule.

Dated at Perth this 10th day of September, 1963.

By the Court,

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

Schedule.

Clause 7—Wages: Delete subclause (c) and insert in lieu thereof the following:—

	Percentage of Basic Wage and District Allowance Per Week.
(c) Apprentices—	
First year	35
Second year	50
Third year	68
Fourth year	90
Fifth year	100
	plus
	£1 18s. 3d.

Where an apprentice works in circumstances which would entitle a tradesman to the disabilities allowance, the following extra rates should be paid to such apprentice :—

	Percentage of Dis- ability Allowance Per Week.
First year	35
Second year	50
Third year	68
Fourth year	90
Fifth year	100

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 411 of 1963.

Between The United Furniture Trades Industrial Union of Workers, W.A., Applicant, and Western Glass Works Pty. Ltd., Respondent.

HAVING heard Mr. R. W. Clohessy on behalf of the applicant and Mr. D. Hosking on behalf of the respondent, the Court, in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1961, doth hereby order and declare—

That the Glass Trades Award, No. 20 of 1956, as amended, be and the same is hereby further amended in the manner following :—

Clause 31—Wages : Delete subclause (d) and, insert in lieu thereof the following :—

	Per Cent. of Male Basic Wage Per Week.
(d) Apprentices—	
First year	35
Second year	50
Third year	68
Fourth year	90
Fifth year	100
	plus
	£1 18s. 3d.

Dated at Perth this 10th day of September, 1963.

By the Court,

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

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 412 of 1963.

Between The United Furniture Trades Industrial Union of Workers W.A., Applicant, and Jason Metal Furniture, Respondent.

HAVING heard Mr. R. W. Clohessy on behalf of the applicant and Mr. D. Hosking on behalf of the respondent, the Court, in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1961, doth hereby order and declare—

That the Tubular Steel Furniture Award, No. 44 of 1955, as amended, be and the same is hereby further amended in the manner following :—

Clause 8—Wages : Delete subclause (d) and insert in lieu thereof the following :—

	Per Cent. of Male Basic Wage Per Week.
(d) Apprentices—	
First year	35
Second year	50
Third year	68
Fourth year	90
Fifth year	100
	plus
	£1 18s. 3d.

Dated at Perth this 10th day of September, 1963.

By the Court,

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

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 413 of 1963.

Between The United Furniture Trades Industrial Union of Workers, W.A., Applicant, and Joyce Bros. (W.A.) Pty. Ltd., Respondent.

HAVING heard Mr. R. W. Clohessy on behalf of the applicant and Mr. D. Hosking on behalf of the respondent, the Court, in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1961, doth hereby order and declare—

That the Iron Bedstead Making Award, No. 37 of 1962, be and the same is hereby amended in the manner following :—

Clause 6—Wages : Delete subclause (c) and insert in lieu thereof the following :—

	Per Cent. of Male Basic Wage Per Week.
(c) Apprentices—	
First year	35
Second year	50
Third year	68
Fourth year	90
Fifth year	100
	plus
	£1 18s. 3d.

Dated at Perth this 10th day of September, 1963.

By the Court,

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

IN THE COURT OF ARBITRATION
OF WESTERN AUSTRALIA.

No. 561 of 1963.

Between Transport Workers' Union of Australia, Industrial Union of Workers, Western Australian Branch, Applicant, and Midland Railway Co. of W.A. Ltd., Respondent.

HAVING heard Mr. D. Culley on behalf of the applicant and Mr. D. E. Cort on behalf of the respondent, I, the undersigned, Conciliation Commissioner of the Court of Arbitration, in pursuance of a remission to me by the said Court and in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1961, do hereby order and declare—

That the Transport Workers (Midland Railway Co.) Award, No. 69A of 1947, as amended, be and the same is hereby further amended in accordance with the following schedule.

Dated at Perth this 9th day of October, 1963.

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

Schedule.

Clause 4—Wages: Delete subclause (b) of this clause and insert in lieu thereof the following :—

Margin above
Basic Wage.
£ s. d.

(b) Adults:

(i) Motor Vehicle Drivers 4 8 0

(ii) Drivers of road vehicles other than motor buses shall be paid an additional amount at the rate of seventeen shillings and sixpence (17s. 6d.) per week, but only for the actual time driving such vehicles, provided that when driving a loaded road vehicle drawing a loaded trailer a further additional amount of three shillings and sixpence (3s. 6d.) per shift shall be paid:

IN THE COURT OF ARBITRATION OF
OF WESTERN AUSTRALIA.

No. 437 of 1963.

Between Federated Moulders (Metals) Union of Workers, Perth, and others, Applicants, and Hoskins Engineering & Foundry Pty. Ltd. and others, Respondents.

HAVING heard Mr. R. W. Clohessy on behalf of the applicants and Mr. D. Hosking on behalf of the respondents, the Court in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1961, doth hereby order and declare—

That the Metal Trades (Northern and Eastern Districts) Award, No. 26 of 1950, as amended, be and the same is hereby further amended in the manner following:—

Clause 6.—Wages: Delete subclause (d) and insert in lieu thereof:—

(d) The minimum rate payable to an apprentice shall be—

	Percentage of Basic Wage Per Week.
First year	35
Second year	50
Third year	68
Fourth year	90
Fifth year	100 plus £1 18s. 3d.

Dated at Perth this 10th day of September, 1963.

By the Court,

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

IN THE COURT OF ARBITRATION OF
OF WESTERN AUSTRALIA.

No. 435 of 1963.

Between Amalgamated Engineering Union of Workers, Kalgoorlie Branch, Applicant, and Lake View and Star Limited, Respondent.

HAVING heard Mr. R. W. Clohessy on behalf of the applicant and Mr. D. Hosking on behalf of the respondent, the Court, in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1961, doth hereby order and declare—

That the Engineers' (Gold Mining) Award, No. 26 of 1947, as amended, be and the same is hereby further amended in the manner following:—

Clause 5.—Wages: Delete subclause (d) and insert in lieu thereof:—

	Percentage of Basic Wage, District Allowance and Industry Allowance Per Week.
(d) Apprentices:	
First year	35
Second year	50
Third year	68
Fourth year	90
Fifth year	100 plus £1 18s. 3d.

Dated at Perth this 10th day of September, 1963.

By the Court,

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

IN THE COURT OF ARBITRATION OF
OF WESTERN AUSTRALIA.

No. 436 of 1963.

Between Amalgamated Engineering Union of Workers, Perth Branch, and others, Applicants, and Australian Blue Asbestos Ltd., Respondent.

HAVING heard Mr. R. W. Clohessy on behalf of the applicants, and Mr. D. Hosking on behalf of the respondent, the Court, in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1961, doth hereby order and declare—

That the Engineers' (Blue Asbestos Mining) Award, No. 2 of 1953, as amended, be and the same is hereby further amended in the manner following:—

Clause 6.—Wages: Delete subclause (c) and insert in lieu thereof:—

	Percentage of Basic Wage and District Allowance Per Week.
(c) Apprentices' Wages:	
First year	35
Second year	50
Third year	68
Fourth year	90
Fifth year	100 plus £1 18s. 3d.

Dated at Perth this 10th day of September, 1963.

By the Court,

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

IN THE COURT OF ARBITRATION OF
OF WESTERN AUSTRALIA.

No. 439 of 1963.

Between the Boilermakers' Society of Australia, Union of Workers, Coastal District, W.A., Applicant, and B.P. Refinery (Kwinana) Ltd., Respondent.

HAVING heard Mr. R. W. Clohessy on behalf of the applicant and Mr. D. Hosking on behalf of the respondent, the Court, in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1961, doth hereby order and declare—

That the Oil Refinery Workers' Award, No. 7, 12, 21, 22 and 23 of 1958, as amended, be and the same is hereby further amended in the manner following:—

Clause 30.—Wages: Delete subclause (d) and insert in lieu thereof the following:—

	Percentage of Basic Wage Per Week.
(d) Apprentices:	
First year	35
Second year	50
Third year	68
Fourth year	90
Fifth year	100 plus £1 18s. 3d.

Dated at Perth this 10th day of September, 1963.

By the Court,

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

IN THE COURT OF ARBITRATION OF
OF WESTERN AUSTRALIA.

No. 434 of 1963.

Between Amalgamated Engineering Union of Workers, Perth Branch, and others, Applicants, and Metropolitan (Perth) Passenger Transport Trust, Respondent.

HAVING heard Mr. R. W. Clohessy on behalf of the applicant and Mr. D. Hosking on behalf of the respondent, the Court, in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1961, doth hereby order and declare—

That the Metal Trades (Metropolitan Perth Passenger Transport Trust) Award, Nos. 37, 38 and 39 of 1960, as amended, be and the same is hereby further amended in the manner following:

Clause 27.—Rates of Wages: Delete sub-clause (d) and insert in lieu thereof the following:—

	Percentage of Basic Wage Per Week.
(d) Apprentices:	
First year	35
Second year	50
Third year	68
Fourth year	90
Fifth year	100 plus £1 18s. 3d.

Dated at Perth this 10th day of September, 1963.

By the Court,

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

IN THE COURT OF ARBITRATION OF
OF WESTERN AUSTRALIA.

No. 440 of 1963.

Between Amalgamated Engineering Union of Workers, Perth Branch, and others, Applicants, and Broken Hill Proprietary Ltd., Respondent.

HAVING heard Mr. R. W. Clohessy on behalf of the applicants and Mr. D. Hosking on behalf of the respondent, the Court, in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1961, doth hereby order and declare—

That the Steel Industry Workers' (B.H.P.) Award, No. 24 of 1962, as amended, be and the same is hereby further amended in the manner following:—

Schedule "A (vi)": Delete this schedule and insert in lieu thereof the following:—

Schedule "A (vi)."
Apprentices.

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

	Percentage of Basic Wage Per Week.
First year	35
Second year	50
Third year	68
Fourth year	90
Fifth year	100 plus £1 18s. 3d.

Dated at Perth this 10th day of September, 1963.

By the Court,

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

IN THE COURT OF ARBITRATION OF
OF WESTERN AUSTRALIA.

No. 444 of 1963.

Between Boilermakers' Society of Australia Union of Workers, Kalgoorlie Branch, No. 11, Applicant, and Lake View and Star Limited, Respondent.

HAVING heard Mr. R. W. Clohessy on behalf of the applicant and Mr. D. Hosking on behalf of the respondent, the Court, in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1961, doth hereby order and declare—

That the Boilermakers (Gold Mining) Award, No. 33 of 1947, as amended, be and the same is hereby further amended in the manner following:—

Clause 5.—Rates of Wages: Delete sub-clause (d) and insert in lieu thereof:—

	Percentage of Basic Wage, District Allowance, and Industry Allowance Per Week.
(d) Apprentices' Wages:	
First year	35
Second year	50
Third year	68
Fourth year	90
Fifth year	100 plus £1 18s. 3d.

Dated at Perth this 10th day of September, 1963.

By the Court,

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

IN THE COURT OF ARBITRATION OF
OF WESTERN AUSTRALIA.

No. 481 of 1963.

Between The West Australian Jewellers, Watchmakers, Optical Technicians and Allied Trades Industrial Union of Workers, Applicant, and Laubman and Pank (W.A.) Pty. Ltd., Respondent.

HAVING heard Mr. R. W. Clohessy on behalf of the applicant and Mr. D. Hosking on behalf of the respondent, the Court, in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1961, doth hereby order and declare—

That the Optical Mechanics' Award, No. 13 of 1954, as amended, be and the same is hereby further amended in the manner following:—

Clause 25.—Wages: Delete subclause (c) and insert in lieu thereof:—

	Percentage of Male Basic Wage Per Week.
(c) Apprentices:	
First year	35
Second year	50
Third year	68
Fourth year	90
Fifth year	100 plus £1 18s. 3d.

Dated at Perth this 10th day of September, 1963.

By the Court,

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

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 661 of 1963.

Between State Executive, Australasian Society of Engineers' Industrial Association of Workers, Applicant, and Cyclone Co. of Australia Ltd., Respondent.

HAVING heard Mr. M. Jahn on behalf of the applicant and Mr. G. J. Martin on behalf of the respondent, and by consent, the Court, in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1961, doth hereby order and declare:—

That the Gate and Fence and Ornamental Wrought Iron Making Award, No. 53 of 1955, as amended, be and the same is hereby further amended in the terms of the attached schedule.

Dated at Perth this 26th day of September, 1963.

By the Court,

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

Schedule.

1. Clause 8—Wages: Delete subclauses (a) and (b) and insert in lieu thereof the following:—

	Per Week.
	£ s. d.
(a) Basic Wage:	
Within a fifteen (15) mile radius from the G.P.O., Perth	15 1 6
Outside fifteen (15) mile but within a twenty-five (25) mile radius from the G.P.O.	14 19 11

Margin Over
Male Basic
Wage Per
Week.

	£ s. d.
(b) Adults:	
1. Metal frame and scroll makers	2 11 0
2. Workers erecting hand rails, lawn tennis courts, banister rails, and structural work of any description	2 4 6
3. Spring coil, ring lock "K" fence and fabric machinists	2 11 0
4. Machinists' Assistants	2 2 6
5. Labourers	Nil
6. First Class Welder	5 6 0
7. Second Class Welder	2 10 0
8. Third Class Welder	2 2 6
9. Fourth Class Welder	1 15 0

Provided that any person without previous experience in the industry who is engaged to perform work prescribed for in classifications (b) (i), (ii) and (iii) above shall receive a margin of five shillings (5s.) per week less than those prescribed above for such classifications for the first six (6) weeks of his employment.

2. Clause 15—Special Rates and Provisions: Delete subclause (a) and insert in lieu thereof the following:—

- (a) Leading Hand: A leading hand in charge of—
- (a) not less than three and not more than ten other workers shall be paid twenty-one shillings (21s.) per week extra;
 - (b) more than ten and not more than twenty other workers shall be paid forty-two shillings and sixpence (42s. 6d.) per week extra;
 - (c) more than twenty other workers shall be paid sixty-three shillings and sixpence (63s. 6d.) per week extra.

IN THE COURT OF ARBITRATION OF
OF WESTERN AUSTRALIA.

No. 642 of 1963.

Between Metropolitan State Passenger Transport Industrial Union of Workers, and others, Applicants, and Metropolitan (Perth) Passenger Transport Trust, Respondent.

HAVING heard Mr. R. W. Clohessy on behalf of the applicants and Mr. D. Hosking on behalf of the respondent, the Court, in pursuance of the powers contained in section 92 of the Industrial Arbitration Act, 1912-1961, doth hereby order and declare—

That the Transport Trust (Traffic and Non-Traffic) Award, No. 7 of 1960, be and the same is hereby amended in the manner following:—

Clause 25.—Rates of Wages: Delete paragraph (iii) of subclause (b) and insert in lieu thereof the following:—

	Percentage of Basic Wage Per Week.
(iii) Apprentices:	
First year	35
Second year	50
Third year	68
Fourth year	90
Fifth year	100 plus £1 18s. 3d.

Dated at Perth this 10th day of September, 1963.

By the Court,

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

INDUSTRIAL AGREEMENT.

No. 19 of 1963.

(Registered 14th August, 1963.)

THIS Agreement made in pursuance of the Industrial Arbitration Act, 1912-1961, this 11th day of July, 1963, between State Executive, Australasian Society of Engineers' Industrial Association of Workers; Amalgamated Engineering Union of Workers, Perth Branch, and the Electrical Trades Union of Australia (Western Australian Branch) Perth (hereinafter called "the Union") of the one part, and The Colonial Sugar Refining Company Limited (hereinafter called "the employer") of the other part, witnesseth that, for the considerations hereinafter appearing, the parties hereto mutually covenant and agree the one with the other as follows:—

1.—Title.

This Agreement shall be known as the "Metal Trades (Sugar Refining) Agreement", and shall replace Agreement No. 20 of 1962.

2.—Arrangement.

1. Title.
2. Arrangement.
3. Area and Scope.
4. Term.
5. Hours.
6. Overtime.
7. Contract of Service.
8. Holidays.
9. Annual Leave.
10. Time and Wages Record.
11. Board of Reference.
12. Representative Interviewing Workers.
13. Recognition of Union—Notices.
14. Protective Equipment.
15. Apprentices.
16. Mixed Functions.
17. Payment for Sickness.
18. Aged and Infirm Workers.
19. Casual Workers.
20. Long Service Leave.
21. Preference.
22. Wages and Allowances.

3.—Area and Scope.

This Agreement shall apply to all workers classified in Clause 22 hereof employed at the works occupied and controlled by the Colonial Sugar Refining Company Limited.

4.—Term.

The term of this Agreement shall be for a period of one (1) year from the date hereof.

5.—Hours.

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

(b) The ordinary day's work shall not exceed eight (8) hours, Monday to Friday inclusive.

6.—Overtime.

Except as otherwise provided:—

(a) For all work done outside the hours of duty on any day as hereinbefore prescribed, payment shall be made at the rate of time and a half for the first four (4) hours and at double time rate thereafter.

(b) All time worked on Sundays and on the holidays prescribed in clause 8 of this Agreement shall be paid for at double time rate.

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

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

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

(d) Any worker required to continue working overtime after ordinary ceasing time shall be paid six shillings and sixpence (6s. 6d.) for each meal time occurring during the period he is so working. Such meal times shall be deemed to commence at 8 a.m., 6 p.m. and midnight.

Provided that such payment shall not apply where the worker has been notified the previous day of the requirement to work overtime.

(e) A worker recalled after leaving the company's premises to work overtime shall be paid a minimum of three (3) hours at the appropriate rate.

(f) Notwithstanding anything contained in this Agreement—

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

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

7.—Contract of Service.

(a) Except in the case of a casual worker, whose engagement shall be by the hour for not less than two (2) hours, the contract of hiring of every worker shall be for a weekly engagement, terminable on either side by one (1) week's notice given on any day.

(b) Any worker not attending for duty shall lose his pay for the actual time of such non-attendance, subject to the provisions of clause 17 hereof as to payment for absence on account of illness. Where any absence extends for more than one (1) week, the employment shall be deemed to have terminated upon the expiration of the said week.

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

(d) The employer shall be entitled to deduct payment for any day or portion of a day upon which the worker cannot be usefully employed because of any strike by the Union or Unions affiliated with it or by any other association or union, or through the breakdown of the employer's machinery, or any stoppage of work by any cause which the employer cannot reasonably prevent.

8.—Holidays.

(a) (i) The following days, or the days observed in lieu, shall subject to subclause 6 (b) hereof, be allowed as holidays without deduction of pay, namely: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, State Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day. Provided that another day may be taken as a holiday by arrangement between the parties in lieu of any of the days named in the subclause.

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

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

9.—Annual Leave.

(a) Except as hereinafter provided, a period of three (3) consecutive weeks' leave with payment of ordinary wages as prescribed shall be allowed annually to a worker by his employer after a period of twelve (12) months' continuous service with such employer.

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

(c) If after one (1) month's continuous service in any qualifying twelve-monthly period a worker lawfully leaves his employment, or his employment is terminated by the employer through no fault of the worker, the worker shall be paid one quarter (1/4th) of a week's pay at his ordinary rate of wage in respect of each completed month of continuous service.

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

(e) Where the employer closes his factory for the purpose of allowing annual leave to his workers in the event of a worker being employed for portion only of a year he shall be entitled, subject to

subclause (c) of this clause, to such leave on full pay as is proportionate to his length of service during that period with such employer and if such leave is not equal to the leave given to the other workers he shall not be entitled to work or pay whilst the other workers of such employer are on leave on full pay.

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

(ii) In special circumstances and by mutual consent of the employer, the worker and the Union concerned, annual leave may be taken in not more than two (2) periods.

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

10.—Time and Wages Record.

The employer shall keep and enter up, or cause to be kept and entered up, a record containing the names of each of his workers to whom this Agreement applies, the class of work performed by and the wages paid to each such worker, and the time during which each such worker has been employed. Such record shall be open for inspection by a representative of the Union of Workers during the usual office hours.

11.—Board of Reference.

(a) The Court hereby appoints for the purpose of the Agreement, a Board of Reference.

(b) The Board shall consist of a chairman and two (2) other representatives, one to be nominated by each of the parties.

(c) In the event of a disagreement between the parties bound by this Agreement, in any of the matters hereinafter mentioned the Board is hereby assigned the following functions:—

(i) Adjusting any matters of difference which may arise between the parties from time to time, except such as involve interpretations of the provisions of the Agreement, or any of them.

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

(d) The provisions of regulation 106 of the regulations under the Industrial Arbitration Act shall be deemed to apply to any Board of Reference appointed hereunder.

12.—Representative Interviewing Workers.

In the case of disagreement existing or anticipated concerning any of the provisions of this Agreement, an accredited representative of the Union shall be permitted to interview the workers during the recognised meal hour on the business premises of the employer, and accompanied by a representative of the employer if so desired, to inspect during the progress of the work the operations affected; but this permission shall not be exercised without the consent of the employer more than once in any one week.

13.—Recognition of Union—Notices.

(a) Should any matters relative to terms and conditions of employment arise during the currency of this Agreement affecting the workers generally, the Union shall have the right by appointment to interview and to be heard by the employer's representatives thereon, with a view to arriving at some understanding.

(b) A copy of this Agreement shall be posted in a suitable place agreed upon between the employer and the Union.

(c) The accredited Union representative shall not be prevented from posting any lawful notice of the Union in a suitable place agreed upon between the employer and the Union.

14.—Protective Equipment.

The employer shall make available such protective equipment as is agreed necessary between the employer and his workers.

15.—Apprentices.

Apprentices may be taken to the fitting and/or turning branch of the engineering trade in the proportion of one (1) apprentice for every two (2) or fraction of two (2) journeymen: Provided that the fraction of two (2) shall not be less than one (1). Provided further that application may be made to the Board of Reference for the employer's establishment to be declared an "approved shop." In the event of such approval being granted, the proportion shall be one (1) apprentice for every one (1) journeyman.

16.—Mixed Functions.

Where a worker is employed for four (4) hours or less during any day on work in a higher grade than his ordinary occupation, he shall be paid for the time so occupied at the higher rate. If so employed for more than four (4) hours he shall be paid at the higher rate for the whole of the shift.

17.—Payment for Sickness.

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

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

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

(d) Sick leave shall accumulate from year to year so that any balance of the period prescribed in subclause (a) of this clause which has in any year not been allowed to any worker by his employer as paid sick leave may be claimed by the worker, and subject to the conditions hereinbefore prescribed, shall be allowed by his employer in any subsequent year without diminution of the sick leave prescribed in respect of that year. Provided that sick leave which accumulates pursuant to this subclause shall be available to the worker for a period of five (5) years but no longer from the end of the year in which it accrues.

18.—Aged and Infirm Workers.

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

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

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

19.—Casual Workers.

"Casual Worker" means a worker employed for less than one (1) week, with a minimum of two (2) hours in any day. He shall be paid at the rate of ten (10) per cent., in addition to the rate prescribed in this Agreement on an hourly basis.

20.—Long Service Leave.

(i) Period of Operation.

This clause shall continue in force for the term of this Agreement, provided that in the event of any State legislation or State and/or Federal award providing for long service leave imposing any rights, liabilities, or obligations on the parties to this Agreement other than under this Agreement, and an exemption is not obtained from the operation of such legislation and/or award by virtue of this Agreement, this clause shall cease to operate as from the date of operation of such legislation and/or award.

(ii) Entitlement to Leave.

Subject to this Agreement every worker not being a casual worker shall be entitled to long service leave on ordinary pay in respect of continuous service with the Company.

(iii) Period of Leave.

The amount of such entitlement in the case of a worker who has completed at least twenty (20) years' continuous service with the Company shall be—

- (a) in respect of the twenty (20) years' service so completed—thirteen (13) weeks' leave; and
- (b) in respect of each ten (10) years' service with the Company completed after such twenty (20) years—six and one half (6½) weeks' leave.

(iv) Pro Rata Entitlement on Termination.

In the case of a worker who has completed at least ten (10) years' service but less than twenty (20) years' service with the Company and whose services with the Company are terminated by the Company for any cause other than serious misconduct or by the worker for any reason or by reason of the death of the worker, the worker shall be entitled to a proportionate amount of leave in respect of the period of completed years of such service since the commencement of his continuous service, or since the last accrual of entitlement to leave on the basis of thirteen (13) weeks for twenty (20) years' service.

(v) Calculation of Continuous Service.

(a) For the purpose of this subclause the following absences (whether before or after the commencement of this Agreement) shall not break the continuity of service, and shall, subject to any limitation herein, count as service:—

- (i) Absence in respect of any period which the worker shall have served as a member of the Naval, Military or Air Forces of the Commonwealth of Australia (other than as a member of the permanent forces of the Commonwealth of Australia and other than a member of the British Commonwealth Occupation forces in Japan), or as a member of the Civil Construction Corps established under the National Security Act, 1939 (as amended), or absence on compulsory service in any of the armed forces under the National Service Act, 1951 (as amended): Provided that the worker as soon as reasonably practicable on the completion of any such service resumes employment with the employer by whom he was employed immediately before the commencement of such absence.
- (ii) Absence on any annual leave or long service leave.
- (iii) Absence following any termination of the employment by the Company if such termination has been made merely with the intention of avoiding obligations under this Agreement in respect of long service leave or annual leave.
- (iv) Absence necessitated by personal sickness or injury of which not more than fifteen (15) working days a year shall count as service.

(b) For the purposes of this subclause the following absences (whether before or after the commencement of this Agreement) shall not break the continuity of service, but the period of such absence shall not count as service:—

- (i) Absence following any termination of the employment by the Company on any ground other than slackness of trade, if the worker be re-employed by the Company within a period not exceeding two (2) months from the date of such termination.
- (ii) Absence during any standing down of a worker in accordance with the provisions of this Agreement.
- (iii) Absence following any termination of the employment by the Company on the ground of slackness of trade if the worker is re-employed by the Company within a period not exceeding six (6) months from the date of such termination.
- (iv) Absence of the worker authorised by the employer at any time.
- (v) Absence arising directly or indirectly from an industrial dispute but only if the worker returns to work in accordance with the terms of settlement of the dispute.

(c) After the coming into operation of this Agreement absence from work by reason of any cause not being a cause specified in this clause for a period in excess of fourteen (14) days shall be deemed to break the continuity of service for the purposes of this clause unless the worker notifies the Company in writing of the reason for his absence.

(vi) Service before Commencement of Award.

For the purpose of calculating the entitlement to leave, continuous service of a worker with the Company immediately prior to the coming into operation of this Agreement, shall be taken into account but only to the extent of the last twenty (20) completed years of such service, provided that any service prior to such twenty (20) years' service will carry such leave if the worker remains in the Company's service until his retirement.

(vii) Time of Taking Leave.

Long service leave shall be granted and taken on the retirement of the worker provided that when a worker has completed twenty (20) years of continuous service he will be entitled to not more than thirteen (13) weeks' interim leave which will be taken at such time as may be agreed between the Company and the worker having regard to the needs of the Company's establishment where the worker is working. Additional interim long service leave on the basis of up to six (6) weeks for each additional ten (10) years' service may be taken at such time as may be agreed between the Company and the worker.

(viii) Payment on Termination for Leave Not Taken.

Where the employment of a worker is terminated otherwise than by his death and he has an entitlement to long service leave the worker shall be deemed to have entered upon and taken the leave from the date of such termination and the Company shall forthwith pay to the worker in full his ordinary pay for the leave less any amount already paid to the worker in respect of that leave.

(ix) Payment on Death.

Where a worker dies during his employment and any long service leave to which he is entitled under this Agreement has not been taken or received in full by the worker, the Company shall, upon request by the personal representative of the worker, pay to that representative the amount due in respect of such leave providing that where no personal representative has been appointed within three (3) months of the date of the worker's death the Company may pay to the widow or such of the next-of-kin as it considers appropriate, the

said amount due. The obligation of the Company to such worker or worker's estate in respect of long service leave shall be and shall be deemed to have been satisfied by such payment.

(x) Payment for Period of Leave.

Each worker shall be paid for one (1) week of leave his ordinary time rate of pay applicable at the date he enters upon the period of leave. Such ordinary time rate shall be for the standard hours prescribed by this Agreement but in the case of part-time workers for the number of hours usually worked up to but not exceeding the prescribed standard.

Note.—“Ordinary time rate of pay”—

- (1) shall not include shift premiums, overtime, penalty rates, commissions, bonuses, allowances or the like.

Payment in the case of workers employed on piece or bonus work or any other system of payment by result shall be at ordinary time rates;

- (2) shall include any deductions from wages for board and/or lodging or the like which is not provided and taken during the period of leave.

(xi) Method of Payment.

Payment shall be made in one of the following ways:—

- (a) In full before the worker goes on leave; or
 (b) at the same time as his wages would have been paid to him if the worker had remained at work, in which case payment shall, if the worker in writing so requires, be made by cheque posted to an address specified by the worker; or
 (c) in any other way agreed between the Company and the worker.

(xii) Public Holidays and Annual Leave During Period of Leave.

Any long service leave shall be inclusive of any public holidays specified in this Agreement occurring during the period when the leave is taken, but shall not be inclusive of any annual leave.

(xiii) Transmission of Business.

For the purposes of this clause where a business has, whether before or after the coming into operation of this Agreement, been transmitted from an employer (in this paragraph called the transmitter) to another employer (in this paragraph called the transferee) and a worker who at the time of such transmission was an employee of the transmitter in that business becomes an employee of the transferee—

- (a) the continuity of service of such worker shall be deemed not to have been broken by reason only of the transmission; and
 (b) the period of the continuous service which the worker has had with the transmitter (or any prior transmitter) shall be deemed to be continuous service of the worker with the transferee.

In this subclause “transmission” includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and “transmitted” has a corresponding meaning.

(xiv) Benefits Related to Long Service.

The Company will continue to operate its E.A. Scheme to provide superannuation benefits in accordance with the rules of that scheme in addition to any leave granted under this Agreement.

(xv) Leave to be in Satisfaction of all Rights.

The entitlement to long service leave hereunder shall be in substitution for and satisfaction of any long service leave or benefit in the nature of long service leave, to which the worker may be entitled in respect of the employment by the Company, and any leave taken or in respect of which payment has been made by the Company shall be deducted from any amount of long service leave to which such worker is entitled pursuant to this Agreement.

(xvi) Records.

(a) The employer shall keep an adequate long service leave record.

(b) Such record shall be open for inspection in the manner and circumstances prescribed by this Agreement with respect to the Time and Wages Record.

21.—Preference.

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

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

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

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

(e) Exemptions:—

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

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

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

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

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

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

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

(f) No employer shall, while to his knowledge adequately experienced unionists competent to perform the class of work are available, retain in his employment any worker for a period of more than seven (7) days after being advised by the Union concerned that such worker has not complied with either subclause (d) or paragraph (iv) of subclause (e) of this clause or for a period of more than seven (7) days after a conviction for a breach of this clause in reference to the employment of such worker.

22.—Wages and Allowances.

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

	Per Week.
	£ s. d.
(a) Basic Wage:	
Within a radius of 15 miles of the G.P.O., Perth	15 0 3
	Margin
	Per Week.
	£ s. d.
(b) Adults:	
Fitter-tradesman	5 6 0
Electrical fitter-tradesman	5 6 0
Welder—First class	5 6 0
Rigger	3 7 0
Tradesman's assistant	1 12 6
	Per cent. of Basic Wage
	Per Week.
(c) Apprentices:	
First year	33½
Second year	45
Third year	65
Fourth year	85
Fifth year	100 + £1

(d) Special Rates:—

- (i) All workers employed under this Agreement shall be entitled to an allowance of fourteen shillings (14s.) per week to cover any disability payments or allowances that otherwise may be payable from time to time at the Company's factories.
- (ii) Hot Places.—Workers 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 in addition to the disability payment under paragraph (i) hereof. Any broken time of less than one (1) hour shall be paid for as one (1) hour.

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

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

Signed for and on behalf of
The Colonial Sugar Refinery Company Limited.

J. E. MAKINSON,
Attorney in W.A.

The Common Seal of the State
Executive, Australasian
Society of Engineers' Industrial
Association of Workers was hereunto
affixed in the presence
of—

[L.S.] R. ANDERSON,
G. PIESLEY,

The Common Seal of the
Amalgamated Engineering
Union of Workers,
Perth Branch, was here-
unto affixed in the pre-
sence of—

]L.S.[W. COPLEY,
J. B. MUNRO.

The Common Seal of the Elec-
trical Trades Union of
Workers of Australia
(Western Australian
Branch) Perth, was here-
unto affixed in the
presence of—

[L.S.] R. LOCKWOOD,
R. W. FLETCHER,

INDUSTRIAL AGREEMENT.

No. 26 of 1963.

(Registered 7th October, 1963.)

THIS Agreement made in pursuance of the Industrial Arbitration Act, 1912-1961, this 12th day of September, 1963, between Art Photo Engravers Pty. Ltd., of the one part, and the Western Australian Journalists' Industrial Union of Workers, a Union registered under the said Act, of the other part, whereby it is agreed that Industrial Agreement, No. 5 of 1959, shall be and the same is hereby varied in the manner following, that is to say:—

1. Clause 8—Minimum Rates of Pay: Delete this clause and insert in lieu thereof the following:—

For work done by members the weekly rates of pay shall be as follows:—

(a) State Basic Wage (Metropolitan Area)
—£15 1s. 6d.

(b) Provided that the total weekly wage shall be:

	£ s. d.
Grade 1	31 15 3
Grade 2	30 4 8
Grade 3	25 11 8

2. Clause 19—Holiday Leave: The existing provisions of this clause shall remain in force until 29th November, 1963. On and after 30th November, 1963, the following new provisions shall apply:—

(a) Subject to the provisions hereinafter contained, in every 52 weeks of employment, and after 47 weeks from the annual date of appointment to the staff, all classified members and cadets shall be given five consecutive weeks' holiday on full pay irrespective of sick leave. They shall be paid for the five weeks in advance.

(b) The annual leave shall be given and taken in five consecutive weeks, or, if the member and the employers so agree, in two periods and not otherwise.

(g) If a member of the classified staff, or a cadet is discharged after 26 weeks' employment and before the completion of 47 weeks, he shall be entitled to proportionate leave on full pay at the rate of five weeks' holiday for 47 weeks' employment.

(h) If, after 52 weeks (47 weeks of employment and five weeks of holiday) a member of the classified staff, or a cadet leaves his employment, whether of his own accord or because he is dismissed, he shall be entitled to a proportionate leave for the amount of his further service at the rate of five weeks' holiday for 47 weeks of employment.

(i) If a member of the classified staff, or a cadet leaves his employment of his own accord within 26 weeks of his appointment to the staff, he shall have no claim for holiday leave. After 26 weeks he shall be entitled to proportionate leave for any period between 26 weeks and 47 weeks.

3. Clause 22—Casuals: Delete subclause (d) and insert in lieu thereof the following:—

(d) The minimum rates of payment for work, except as otherwise provided, shall be—
£7 11s. a day of eight hours.
£4 14s. a half day of four hours.

The Common Seal of Art
Photo Engravers Pty. Ltd.,
was hereunto affixed in the
presence of—

John Mitchell.

[L.S.]

G. W. SARGANT.

The Common Seal of the
Western Australian Journal-
ists' Industrial Union of
Workers was hereunto af-
fixed in the presence of—

C. Durbridge,
Justice of the Peace.

[L.S.]

D. R. PRATT,
President.
E. GODFREY,
Secretary.

INDUSTRIAL AGREEMENT.

No. 18 of 1963.

(Registered 14th August, 1963.)

THIS Agreement made in pursuance of the Industrial Arbitration Act, 1912-1961, this 11th day of July, 1963, between the Federated Engine Drivers and Firemen's Union of Workers of Western Australia (hereinafter referred to as "the Union") of the one part and the Colonial Sugar Refining Company Limited (hereinafter referred to as "the Company"), of the other part, witnesseth that, for the considerations hereinafter appearing the parties hereto mutually covenant and agree the one with the other as follows:—

1.—Title.

This Agreement shall be known as the "Engine Drivers' (Sugar Refinery) Agreement" and replaces Agreement No. 23 of 1962.

2.—Arrangement.

1. Title.
2. Arrangement.
3. Term.
4. Area.
5. Definition.
6. Hours of Work.
7. Overtime.
8. Holidays.
9. Annual Leave.
10. Sick Pay.
11. Long Service Leave.
12. Wages.
13. Special Allowances.
14. Mixed Functions.
15. Contract of Service.
16. Meal Money.

3.—Term.

The term of this Agreement shall be for a period of one (1) year from the date hereof.

4.—Area.

This Agreement shall have effect over the area comprised within a radius of fifteen (15) miles from the General Post Office, Perth.

5.—Definition.

"Casual worker" means a worker employed for less than one (1) week. He shall be paid at the rate of ten per cent. (10%) in addition to the rates prescribed in this Agreement upon an hourly basis.

6.—Hours of Work.

(a) Forty (40) hours shall constitute a week's work for all workers.

(b) Workers employed on shift work shall work five (5) shifts of eight (8) hours, including crib time. All shifts shall rotate weekly: Provided that the foregoing hours may be altered at any time by agreement in writing between the parties.

(c) Single shift workers shall work eight (8) hours per day, exclusive of crib time, Monday to Friday, inclusive.

(d) Shift workers may commence work at 11 p.m. in which case the hours worked from 11 p.m. to midnight on any Sunday or public holiday shall be paid for at ordinary rates and included as part of their ordinary shift work hours.

(e) In all cases of reckoning time of duty all time necessarily occupied in raising steam, in starting up or closing down engines, or in banking fires, shall be included.

7.—Overtime.

Except as otherwise provided:—

- (a) For all work done outside the hours of duty on any day, payment shall be made at the rate of time and a half for the first four (4) hours and double time thereafter.
- (b) When any worker is required to work overtime by reason of a relieving man not coming on duty at the proper time and failing to give at least three (3) hours'

notice of his inability to attend, he shall be paid at ordinary rates for the first two (2) hours after which his overtime rate shall begin to accrue. The employer shall be entitled to make a *pro rata* deduction for the time not worked in the case of the worker so failing to attend and to give notice as aforesaid from any moneys due or becoming due to him.

(c) All time worked on Sundays and holidays prescribed in Clause 6 hereof shall be paid for at double time.

(d) A worker recalled after leaving the Company's premises to work overtime shall be paid a minimum of three (3) hours at the appropriate rate.

(e) Where a worker is called on to work a quick shift, he shall be paid at the rate of time and a quarter. A "quick shift" shall mean a shift where a worker is brought on to work a full shift before having had at least eight (8) hours off.

(f) Notwithstanding anything contained in this Agreement—

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

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

8.—Holidays.

(a) (i) The following days or the days observed in lieu shall, subject to clause 7 (c) hereof, be allowed as holidays without deduction of pay, namely: New Year's Day, Australia Day, Good Friday, Easter Monday, Anzac Day, Labour Day, State Foundation Day, Sovereign's Birthday, Christmas Day and Boxing Day. Provided that another day may be taken as a holiday by arrangement between the parties in lieu of any of the days named in the subclause.

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

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

9.—Annual Leave.

(a) Except as hereinafter provided a period of three (3) consecutive weeks' leave with payment of ordinary wages as prescribed shall be allowed annually to a worker by his employer after a period of twelve months' continuous service with such employer.

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

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

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

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

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

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

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

10.—Sick Pay.

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

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

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

(d) Sick leave shall accumulate from year to year so that any balance of the period prescribed in subclause (a) of this clause which has in any year not been allowed to any worker by his employer as paid sick leave may be claimed by the worker and, subject to the conditions hereinbefore prescribed, shall be allowed by his employer in any subsequent year without diminution of the sick leave prescribed in respect of that year. Provided that sick leave which accumulated pursuant to this subclause shall be available to the worker for a period of five (5) years but no longer from the end of the year in which it accrues.

11.—Long Service Leave.

(i) Period of Operation.

This clause shall continue in force for the term of this Agreement, provided that in the event of any State legislation or State and/or Federal Award providing for long service leave imposing any rights, liabilities, or obligations on the parties to this Agreement, other than under this Agreement and an exemption is not obtained from the operation of such legislation and/or award by virtue of this Agreement, this clause shall cease to operate as from the date of operation of such legislation and/or award.

(ii) Entitlement to Leave.

Subject to this Agreement every worker, not being a casual worker, shall be entitled to long service leave on ordinary pay in respect of continuous service with the Company.

(iii) Period of Leave.

The amount of such entitlement in the case of a worker who has completed at least 20 years' continuous service with the Company shall be—

(a) in respect of the 20 years' service so completed—13 weeks' leave; and

(b) in respect of each 10 years' service with the Company completed after such 20 years—six and one-half weeks' leave.

(iv) Pro Rata Entitlement on Termination.

In the case of a worker who has completed at least ten years' service but less than 20 years' service with the Company and whose services with the Company are terminated by the Company for any cause other than serious misconduct, or by the worker for any reason or by reason of the death of the worker, the worker shall be entitled to a proportionate amount of leave in respect of the period of completed years of such service since the commencement of his continuous service, or since the last accrual of entitlement to leave on the basis of 13 weeks for 20 years' service.

(v) Calculation of Continuous Service.

(a) For the purpose of this subclause the following absences (whether before or after the commencement of this Agreement) shall not break the continuity of service, and shall, subject to any limitation herein, count as service:—

(i) Absence in respect of any period during which the worker shall have served as a member of the Naval, Military or Air Forces of the Commonwealth of Australia (other than as a member of the permanent forces of the Commonwealth of Australia and other than as a member of the British Commonwealth Occupation Forces in Japan), or as a member of the Civil Construction Corps established under the National Security Act, 1939 (as amended), or absence on compulsory service in any of the Armed Forces under the National Service Act (as amended): Provided that the worker as soon as reasonably practicable on the completion of any such service resumes employment with the employer by whom he was employed immediately before the commencement of such absence;

(ii) absence on any annual leave or long service leave;

(iii) absence following any termination of the employment by the company if such termination has been made merely with the intention of avoiding obligations under this Agreement in respect of long service leave or annual leave; and

(iv) absence necessitated by personal sickness or injury of which not more than 15 working days a year shall count as service.

(b) For the purpose of this subclause the following absences (whether before or after the commencement of this Agreement) shall not break the continuity of service but the period of such absence shall not count as service:—

(i) Absence following any termination of the employment by the Company on any ground other than slackness of trade, if the worker be re-employed by the Company within a period not exceeding two months from the date of such termination;

(ii) absence during any standing down of a worker in accordance with the provisions of this Agreement;

(iii) absence following any termination of the employment by the Company on the ground of slackness of trade if the worker is re-employed by the Company within a period not exceeding six months from the date of such termination;

(iv) absence of the worker authorised by the employer at any time;

(v) absence arising directly or indirectly from an industrial dispute but only if the worker returns to work in accordance with the terms of settlement of the dispute.

(c) After the coming into operation of this Agreement absence from work by reason of any cause not being a cause specified in this clause for a period in excess of 14 days, shall be deemed to break the continuity of service for the purposes of this clause unless the worker notifies the Company in writing of the reason for his absence.

(vi) Service before Commencement of Agreement.

For the purpose of calculating the entitlement to leave, continuous service of a worker with the Company immediately prior to the coming into operation of this Agreement, shall be taken into account but only to the extent of the last 20 completed years of such service, provided that any service prior to such 20 years' service will carry such leave if the worker remains in the Company's service until his retirement.

(vii) Time of Taking Leave.

Long service leave shall be granted and taken on the retirement of the worker provided that when a worker has completed 20 years of continuous service he will be entitled to not more than 13 weeks' interim leave which will be taken at such time as may be agreed between the Company and the worker having regard to the needs of the Company's establishment where the worker is working. Additional interim long service leave on the basis of up to six weeks for each additional ten years' service may be taken at such time as may be agreed between the Company and the worker.

(viii) Payment on Termination for Leave not Taken.

Where the employment of a worker is terminated otherwise than by his death and he has an entitlement to long service leave the worker shall be deemed to have entered upon and taken leave from the date of such termination and the Company shall forthwith pay to the worker in full his ordinary pay for the leave less any amount already paid to the worker in respect of that leave.

(ix) Payment on Death.

Where a worker dies during his employment and any long service leave to which he is entitled under this Agreement has not been taken or received in full by the worker, the Company shall upon request by the personal representative of the worker, pay to that representative the amount due in respect of such leave providing that where no personal representative has been appointed within three months of the date of the worker's death the company may pay to the widow or such of the next of kin as it considers appropriate, the said amount due. The obligation of the Company to such worker or worker's estate in respect of long service leave shall be and shall be deemed to have been satisfied by such payment.

(x) Payment for Period of Leave.

Each worker shall be paid for each week of leave his ordinary time rate of pay applicable at the date he enters upon the period of leave. Such ordinary time rate shall be for the standard hours prescribed by this Agreement but in the case of part-time workers for the number of hours usually worked up to but not exceeding the prescribed standard.

Note.—"Ordinary time rate of pay"—

- (1) shall not include shift premiums, overtime, penalty rates, commissions, bonuses, allowances or the like.

Payment in the case of workers employed on piece or bonus work or any other system of payment by result shall be at ordinary time rates;

- (2) shall include any deductions from wages for board and/or lodging or the like which is not provided and taken during the period of leave.

(xi) Method of Payment.

Payment shall be made in one of the following ways:—

- (a) In full before the worker goes on leave; or
- (b) at the same time as his wages would have been paid to him if the worker had remained at work, in which case payment

shall, if the worker in writing so requires, be made by cheque posted to an address specified by the worker; or

- (c) in any other way agreed between the Company and the worker.

(xii) Public Holidays and Annual Leave During Period of Leave.

Any long service leave shall be inclusive of any public holidays specified in this Agreement occurring during the period when the leave is taken, but shall not be inclusive of any annual leave.

(xiii) Transmission of Business.

For the purposes of this clause where a business has, whether before, or after the coming into operation of this Agreement been transmitted from an employer (in this paragraph called "the transmitter") to another employer (in this paragraph called "the transmittee") and a worker who at the time of such transmission was an employee of the transmitter in that business becomes an employee of the transmittee—

- (a) the continuity of service of such worker shall be deemed not to have been broken by reason only of the transmission; and
- (b) the period of the continuous service which the worker has had with the transmitter (or any prior transmitter) shall be deemed to be continuous service of the worker with the transmittee.

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

(xiv) Benefits Related to Long Service.

The Company will continue to operate its E.A. Scheme to provide superannuation benefits in accordance with the rules of that scheme in addition to any leave granted under this Agreement.

(xv) Leave to be in Satisfaction of all Rights.

The entitlement to long service leave hereunder shall be in substitution for and satisfaction of any long service leave or benefit in the nature of long service leave to which the worker may be entitled in respect of the employment by the Company, and any leave taken or in respect of which payment has been made by the Company shall be deducted from any amount of long service leave to which such worker is entitled pursuant to this Agreement.

(xvi) Records.

- (a) The employer shall keep an adequate long service leave record.
- (b) Such record shall be open for inspection in the manner and circumstances prescribed by this Agreement with respect to the Time and Wages Record.

12.—Wages.

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

	Per Week
	£ s. d.
(a) Basic Wage	15 0 3
	Margin Over Male Basic Wage
	£ s. d.
(b) Sugar refinery engine drivers (without condenser)	4 17 0
(c) Leading fireman (with 3rd class engine driver's certificate)	4 10 0
(d) Sugar refinery fireman	3 12 0
(e) Sugar refinery greasers and hot water attendants	3 12 0
(f) Sugar refinery greaser on day work	2 3 0
(g) The margins set out in this clause for shiftwork include shift allowance of 29s. per week.	

13.—Special Allowances.

(a) When an engine driver also attends to an electric generator or dynamo exceeding ten (10) kilowatt capacity, he shall be paid an additional sum of twenty-one shillings (21s.) per week as a marginal allowance.

(b) Cleaners of boiler, enclosed hot water tanks, and other confined spaces.—Any person engaged inside the gas or water space of a boiler, flue, or economiser or an enclosed hot water tank which when working is under pressure in cleaning or scraping work, shall be paid one shilling and six pence (1s. 6d.) per hour in addition to his ordinary or overtime rate of pay, as the case may be, whilst so employed.

(c) When an engine driver attends switchboards where the generating capacity is 350 Kilowatts or over he shall be paid an additional sum of ten shillings and sixpence (10s. 6d.) per week as a marginal allowance.

14.—Mixed Functions.

Where a worker is employed for four (4) hours or less on any day on work in a higher grade than his ordinary occupation, he shall be paid for the time so occupied at the higher rate. If employed for more than four (4) hours, he shall be paid at the higher rate for the whole of the shift.

15.—Contract of Service.

(a) Except in the case of a casual worker, whose engagement shall be by the hour, the contract of hiring of every worker shall be a weekly contract, terminable on either side by one (1) week's notice given on any day.

(b) Any worker not attending for duty shall lose his pay for the actual time of such non-attendance, subject to the provisions of clause 9 hereof, as to payment for absence on account of illness. Where any absence extends for more than five (5) days, the employment shall be deemed to have terminated upon the expiration of the said five (5) days.

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

(d) The employer shall be entitled to deduct payment for any day or portion of a day upon which the worker cannot be usefully employed because of any strike by the Union or Unions affiliated with it or by any other Association or Union, or through the breakdown of the employer's machinery or any stoppage of work by any cause which the employer cannot reasonably prevent.

16.—Meal Money.

Any worker required to continue working overtime after ordinary ceasing time shall be paid six shillings and sixpence (6s. 6d.) for each meal time occurring during the period he is so working. Such meal times shall be deemed to commence at 8 a.m., 6 p.m., and 12 midnight.

Provided that such payment shall not apply where the worker has been notified the previous day of the requirement to work overtime.

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

The Common Seal of the Federated Engine Drivers and Firemen's Union of Workers of Western Australia was hereunto affixed in the presence of—

J. H. SIMPSON,
Vice-President.
D. E. MAGUIRE,
Secretary.

[L.S.]

Signed for and on behalf of
The Colonial Sugar Refining Company Limited—

J. E. MAKINSON,
Manager in W.A.

INDUSTRIAL AGREEMENT.

No. 24 of 1963.

(Registered 30th September, 1963.)

THIS Agreement made in pursuance of the Industrial Arbitration Act, 1912-1952, this 15th day of August, 1963, between the Federated Engine Drivers and Firemen's Union of Workers of Western Australia, of the one part, and the Board of Management of the Royal Perth Hospital, Western Australia, of the other part, whereby it is mutually agreed that the Industrial Agreement made on the 20th day of June, 1961 and numbered 11 of 1951 be varied in the manner following, that is to say:—

Clause 5.—Wages.

Delete the existing clause and insert in lieu thereof the following:—

	Per Week.
	£ s. d.
Basic Wage:	
Metropolitan Area	15 1 6
Classification:	
	Margin
	Per Week.
	£ s. d.
Fireman	3 10 0
Greaser and Engine Room Attendant	1 8 6

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

The Common Seal of the Board of Management of the Royal Perth Hospital was hereunto affixed by—
In the presence of—

[L.S.]

F. STEN,
Chairman,
Board of Management
Royal Perth Hospital.

Joseph Griffith,
Administrator.

The Common Seal of the Federated Engine Drivers and Firemen's Union of Workers of Western Australia was hereunto affixed in the presence of—

[L.S.]

R. A. BRANSON,
President.
D. E. MAGUIRE,
Secretary.

WESTERN AUSTRALIAN GOVERNMENT RAILWAYS COMMISSION.

Quarter Ended 30th June, 1963.

QUARTERLY working account in accordance with section 59 of the Government Railways Act, 1904-1960.

Total Earnings	£4,606,314
Total Operating Expenses	£4,042,521
Excess of Earnings over Operating Expenses	£563,793
Depreciation	£477,190
Interest	£666,946
Loss	£580,343
Earnings per train mile	550.58d.
Capital	£58,714,112

(Sgd.) C. G. C. WAYNE,
Commissioner of Railways.

COMPANIES ACT, 1961-1962.

(Pursuant to Section 254 (2).)

A.C. Battery Co. Pty. Ltd.

AT a general meeting of the members of A.C. Battery Co. Pty. Ltd., duly convened and held at 789 Hay Street, Perth, on the 15th day of October, 1963, a special resolution was duly passed that the company be wound up voluntarily as a members' winding up.

Dated the 17th day of October, 1963.

ALAN R. FOYSTER,
Secretary.

IN THE MATTER OF THE PARTNERSHIP ACT, 1895, and in the matter of Boris John Paskos, Dimians Miles and Gregoris Miles, carrying on business under the name of "Hollywood Cafe" at 137 Barrack Street, Perth.

NOTICE is hereby given that the abovenamed partnership was dissolved as and from the 4th day of October, 1963.

The abovenamed Boris John Paskos retired from such partnership as and from that date.

Boris John Paskos, by his Solicitors,
KOTT, WALLACE & GUNNING,
of 62 St. George's Terrace, Perth.

NOTICE is hereby given that the partnership heretofore subsisting between Keith Leslie Neville, Joseph David Wynne and Norman Harold McVeigh, carrying on business as meat processors at 15 Victoria Street, Perth, under the name "Northern Rabbits", has been dissolved as from the 1st day of October, 1963.

Dated the 22nd day of October, 1963.

ACKLAND & NOWLAND,
of Padbury Buildings, Forrest Place, Perth,
Solicitors for the Partnership.

TRUSTEES ACT, 1962.

Notice to Creditors and Claimants.

Probert, Victor Ollivant, late of Welbungin, Farmer, deceased.

CREDITORS and other persons having claims (to which section 63 of the Trustees Act, 1962, relates), in respect to the estate of the abovenamed deceased, who died on the 18th day of April, 1961, are required by the Trustees, Mervyn John Jeffries and Eric Probert, of care of Eric Probert, Welbungin, to send particulars of their claims to them by the 30th day of November, 1963, after which date the Trustees may convey or distribute the assets having regard only to the claims of which they then have notice.

V. O. FABRICIUS & CO.,
Solicitors,
89 St. George's Terrace, Perth.

Notice to Creditors.

Dring, Charles William, late of Carnamah, in the State of Western Australia, Farmer, deceased.

CREDITORS and other persons having claims (to which section 63 of the Trustees Act, 1962, relates) in respect of the estate of the deceased, who died at Perth on the 19th day of July, 1963, are required by the Executors to send particulars of their claims to them care of Muir & Williams, Solicitors, of 81 St. George's Terrace, Perth, by the 26th day of November, 1963, after which date the Executors may convey or distribute the assets having regard only to the claims to which they then have notice.

Dated the 25th day of October, 1963.

MUIR & WILLIAMS,
81 St. George's Terrace, Perth,
Solicitors for the Executors.

Notice to Creditors.

Thornton-Smith, Joseph Casimir, late of 56 Recreation Road, Kalamunda, in the State of Western Australia, Retired Orchardist, deceased.

CREDITORS and other persons having claims (to which section 63 of the Trustees Act, 1962, relates) in respect of the estate of the deceased, who died at Cunderdin on the 16th day of August, 1963, are required by the Executor to send particulars of their claims to him care of Muir & Williams, Solicitors, 81 St. George's Terrace, Perth, by the 26th day of November, 1963, after which date the Executor may convey or distribute the assets having regard only to the claims to which he then has notice.

Dated the 25th day of October, 1963.

MUIR & WILLIAMS,
81 St. George's Terrace, Perth,

Notice to Creditors and Claimants.

THE WEST AUSTRALIAN TRUSTEE, EXECUTOR AND AGENCY COMPANY LIMITED of 135 St. George's Terrace, Perth, requires creditors and other persons having claims (to which section 63 of the Trustees Act, 1962, relates) in respect of the estates of the undermentioned deceased persons to send particulars of their claims to it by the date stated hereunder, after which date the Company may convey or distribute the assets having regard only to the claims of which it then has notice.

Last Day for Claims, 2nd December, 1963.

Cunningham, William John, late of Malea House, 79 Colin Street, West Perth, Retired Farmer; died 26/8/63.

Hicks, Richard Henry, late of 48 Panton Crescent, Karrinyup, and formerly of 15 King Street, Harvey, Retired Storekeeper; died 1/7/63.

Masters, Charles, late of 8 Chester Street, Subiaco, Retired Farmer; died 26/8/63.

Mitchell, Ellen Mary Handfield, late of 17 Esplanade, South Perth, Widow; died 31/8/63.

Murawski, Leon, late of 24 Ballantyne Street, West Thebarton, South Australia, Warder; died 28/12/62.

Oldham, Edward Hugh, late of 42 Tyrell Street, Nedlands, Retired Engineer, died 31/7/63.

Tyler, Edwin Leslie, late of 51 Inverness Crescent, Mount Lawley, Retired Pharmacist; died 15/7/63.

Dated at Perth this 24th day of October, 1963.

F. A. RYAN,
Manager.

TRUSTEES ACT, 1962.

Notice to Creditors and Claimants.

CREDITORS and other persons having claims (to which section 63 of the Trustees Act relates) in respect of the estates of the undermentioned deceased persons are required to send particulars of their claims to me on or before the respective dates shown hereunder, after which dates I may convey or distribute the assets having regard only to the claims of which I then have notice.

Dated at Perth the 22nd day of October, 1963.

W. J. ROBINSON,
Public Trustee,
Public Trust Office, 555 Hay Street, Perth.

Name; Occupation; Address; Date of Death.

Last Date for Claims, 25th November, 1963.

Whitewood, Susan Alma (also known as White-wood, Alma); Widow; late of Bussell Highway, Margaret River; 5/10/63.

Powell, James Alfred; Retired Farm Labourer; late of Pingerup; 2/8/63.

Hopkins, Robert Bramwell; Retired Bricklayer; formerly of 9 Aparu Way, Nollamara, but late of Nazareth House, Geraldton; 10/8/63.

Last Date for Claims, 2nd December, 1963.

Ulbrick, John Frederick Herman (also known as Ulbrick, John Frederick Hermann); Retired School Teacher; late of 119 Murray Street, Perth; 5/4/63.

McCarthy, George Patrick; Retired Boiler Attendant; late of 27 Davey Street, Mandurah; 28/9/63.

Last Date for Claims, 9th December, 1963.

Stopp, Cecil Berna Mura; Widow; formerly of Greenmount, but late of Owen Road, Darlington; 2/7/63.

Dunster, Mary Ann; Widow; late of Stock Road, Herne Hill; 13/10/63.

Ritter, Louisa Mary; Widow; late of 266 Charles Street, North Perth; 20/9/63.

Stubbs, Cynthia; Married Woman; late of 12 Snowball Road, Kalamunda; 11/10/63.

Francais, Ethel Marion; Widow; formerly of 18 Field Street, Mount Lawley, but late of 116 Fifth Avenue, Mount Lawley; 8/9/63.

Dawes, Grace Edith Mary; Widow; formerly of 30 Windsor Street, East Perth, but late of 45 James Street, Bassendean; 23/5/63.

Barnett, Albert Jack; Time and Wages Accountant; formerly of 18 Grover Way, Medina, but late of 8 Chauncy Street, East Fremantle; 19/9/63.

Wilson, Elizabeth Calderhead; Spinster; formerly of 5 Havelock Street, West Perth, but late of 47 Money Road, Melville; 16/9/63.

Peterson, Elizabeth Martha; Married Woman; late of 34 Cleaver Street, West Perth; 31/8/63.

Findlay, John; Horse Trainer; late of 25 Moreing Street, Belmont; 16/8/63.

BANKRUPTCY ACT, 1924-1960.

Re Alexander William Paull (No. 41/58/XI).

NOTICE is hereby given that a fourth dividend of three shillings in the pound has been declared in the estate and is payable at the office of the Trustee on Wednesday, the 13th day of November, 1963, or any subsequent day thereafter.

Dated at Perth this 22nd day of October, 1963.

W. HAYES,
Trustee.

GOVERNMENT GAZETTE.

NOTICE.

Subscriptions are required to commence and terminate with a quarter.

The *Government Gazette* is published on Friday in each week, unless interfered with by public holidays or other unforeseen circumstances.

SUBSCRIPTIONS.—The subscription to the *Government Gazette* is as follows:—£4 per annum, £2 5s. per half year, and £1 5s. per quarter, including postage. Single copies current year, 2s.; previous years, up to ten years, 4s.; over ten years, 7s.; postage extra.

CONTENTS.

	Page.
Appointments	3219-21, 3225, 3229-30, 3236
Arbitration Court	3241-3300
Bankruptcy	3302
Building Societies Act	3228
Bush Fires Act	3228-30
Commissioners for Declarations	3220
Companies Act	3301
Crown Law Department	3220
Deceased Persons' Estates	3301-2
Electoral	3225
Health Department	3225-6
Industrial Arbitration	3241-3300
Justices of the Peace	3219
Land Agents Act	3220
Lands Department	3226-8
Local Government Department	3233-8
Main Roads	3233
McNess Housing Trust Act	3228
Metropolitan Water Supply, etc.	3233
Mines Department	3238
Municipalities	3230, 3233-8
Notices of Intention to Resume Land	3231-3
Notices Requiring Persons to Submit to X-ray Examination	3225-6
Partnerships Dissolved	3301
Premier's Department	3219
Public Service Commissioner	3220-4
Public Trustee	3301-2
Public Works Department	3231-2
Railways	3300
Tender Board	3239-40
Tenders Accepted	3240
Tenders Invited	3231, 3239-40
Timber Industry Regulation Act	3225
Town Planning	3230
Treasury	3219
Trustees Act	3301-2
Wild Cattle Nuisance Act	3220