

ALUMINA REFINERY  
(PINJARRA)  
AGREEMENT.

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No. 48 of 1972.

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AN ACT to amend the Alumina Refinery (Pinjarra)  
Agreement Act, 1969.

[Assented to 2nd October, 1972.]

BE it enacted by the Queen's Most Excellent Majesty, by and with the advice and consent of the Legislative Council and the Legislative Assembly of Western Australia, in this present Parliament assembled, and by the authority of the same, as follows:—

1. (1) This Act may be cited as the *Alumina Refinery (Pinjarra) Agreement Act Amendment Act, 1972.*

Short title  
and citation.

(2) In this Act the Alumina Refinery (Pinjarra) Agreement Act, 1969, is referred to as the principal Act.

(3) The principal Act as amended by this Act may be cited as the Alumina Refinery (Pinjarra) Agreement Act, 1969-1972.

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Section 1A  
added.

2. The principal Act is amended by adding after section 1 a section as follows—

Definitions.

1A. In this Act—

“the agreement” means the agreement of which a copy is set forth in the First Schedule to this Act, as amended by the supplementary agreement;

“the supplementary agreement” means the agreement of which a copy is set forth in the Second Schedule to this Act.

Amendment  
to section 2.  
(Ratification  
of Agree-  
ment.).

3. Subsection (1) of section 2 of the principal Act is amended by adding after the word “the” in line two the word, “First”.

Section 3  
added.

4. The principal Act is amended by adding a section as follows—

Ratification  
of supple-  
mentary  
agreement.

3. The supplementary agreement is ratified. .

Amendment  
to Schedule.

5. The heading to the Schedule to the principal Act is deleted and the following headings are substituted—

THE SCHEDULES.

S.1A. FIRST SCHEDULE.

Second  
Schedule  
added.

6. The principal Act is amended by adding at the end thereof the following Schedule—

SECOND SCHEDULE.

S.1A.

THIS AGREEMENT UNDER SEAL is made the 10th day of July, One thousand nine hundred and seventy-two between THE HONOURABLE JOHN TREZISE TONKIN, M.L.A., Premier of the State of Western Australia acting for and on behalf of the Government of the said State and its instrumentalities (hereinafter referred to as “the State”) of the one part and ALCOA OF AUSTRALIA (W.A.) LIMITED the name whereof was formerly Western Aluminium No Liability a Company duly incorporated under the Companies Statutes of the State of Victoria and having its principal office in that State at 535 Bourke Street, Melbourne and having its registered office in the State of

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Western Australia at Hope Valley Road Kwinana (hereinafter referred to as "the Company" which term shall include its successors and permitted assigns) of the other part.

WHEREAS the parties are the parties to and desire to amend the agreement between them dated the 30th day of September One thousand nine hundred and sixty-nine referred to in Section 2 of the Alumina Refinery (Pinjarra) Agreement Act 1969 *inter alia* related to the establishment of an additional alumina refinery near Pinjarra and associated facilities for the production and shipment of alumina (which agreement is hereinafter referred to as "the Pinjarra agreement").

NOW THIS AGREEMENT WITNESSETH—

1. SUBJECT to the context the words and expressions used in this agreement have the same meanings respectively as they have in and for the purposes of the Pinjarra agreement.

2. THE provisions of this Agreement shall not come into operation unless and until a Bill to approve and ratify this Agreement is passed by the Legislature of the said State and comes into operation as an Act.

3. THE Schedule of the Pinjarra agreement is amended by  
 (1) deleting paragraph 4(a) and substituting the following:—

(4) (a) The rates of freight set out in this Schedule are based on costs prevailing at 30th September, 1969, and shall be adjusted on 1st April, 1972, and on the 1st April of each year thereafter on costs prevailing at these dates in accordance with the following formula:—

$$F1 = F + \left[ .6F \left( .80 \frac{(HR1 - HR)}{(HR)} + .05 \frac{(D1 - D)}{(D)} + .15 \frac{(SR1 - SR)}{(SR)} \right) \right]$$

WHERE:

- (i) F1 = New freight rate.
- (ii) F = The freight rate which was payable as at the 30th September, 1969, in accordance with Column 2 of the Schedule.
- (iii) HR = The average hourly rate payable as at 30th September, 1969.
- (iv) HR1 = The average hourly rate payable as at the date of adjustment.

- (v) D      =    The wholesale price (duty free) of distillate in Perth as at 30th September, 1969.
- (vi) D1    =    The wholesale price (duty free) of distillate in Perth as at the date of adjustment.
- (vii) SR    =    Price of heavy steel rails per ton c.i.f. Port of Fremantle as ascertained from price schedule covering despatches from the Broken Hill Proprietary Company Limited and Australian Iron and Steel Proprietary Limited as at 30th September, 1969.
- (viii) SR1 =    The price of heavy steel rail per ton c.i.f. Fremantle ascertained as aforementioned as at the date of adjustment.

The rates applicable at the 30th September, 1969, are:—

1st class driver ..      ..      ..	175.25 cents
1st class guard ..      ..      ..	142.75 cents
Track repairer ....      ..      ..	112.63 cents
	430.63 cents
Average hourly rate ....      ..	143.54 cents
Price of distillate per gallon	19.9 cents
Price of steel rail per ton ....	\$99.50

If on the 1st April, 1977, and on the 1st April in every fifth year thereafter either party considers that by reason of changed circumstances the application of the abovementioned formula no longer results in the payment of freight rates fair and equitable from the point of view of both parties the party which so considers may within one month of that date give notice in that behalf to the other party specifying the formula the party giving the notice thinks should be substituted for the existing formula and if within two months of the giving of such notice the parties cannot agree on a formula to be substituted for the formula which applied in accordance with this paragraph during the five years ending on the 31st day of March immediately preceding the question whether a new and if so what formula shall be substituted shall be referred to arbitration as provided by clause 31 hereof.

- (2) substituting for the word "variation" in the third line of paragraph 4(b) the word "adjustment".

