



Government Gazette

OF
WESTERN AUSTRALIA

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No. 14]

PERTH : FRIDAY, 10th FEBRUARY,

[1956.

Bank Holiday at Narrogin.

PROCLAMATION

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

C.S.D. 49/55.

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

Date and Place.

Wednesday, 22nd February, 1956, Narrogin.

Given under my hand and the Public Seal of the said State, at Perth, this 31st day of January, 1956.

By His Excellency's Command,

G. FRASER,
Chief Secretary.

GOD SAVE THE QUEEN !!!

Fauna Protection Act, 1950-1954.

PROCLAMATION

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

F.D. 49/48. Ex. Co. No. 117.

IN pursuance of the provisions of section 14 of the Fauna Protection Act, 1950-1954, I, the Governor of the State of Western Australia, by and with

the advice and consent of the Executive Council, do hereby declare that the Proclamation dated 7th December, 1955, and published in the *Government Gazette* (No. 104), 16th December, 1955, is amended as follows—

By adding to the Second Schedule the following:—

(p) The whole of the area within a radius of 1½ miles from the Post Office at Balingup.

Given under my hand and the Public Seal of the said State, at Perth this 25th day of January, 1956.

By His Excellency's Command,

L. F. KELLY,
Minister for Fisheries.

GOD SAVE THE QUEEN !!!

Factories and Shops Act, 1920-1954.

PROCLAMATION.

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

F. and S. 162/47: Ex. Co. 119.

WHEREAS it is enacted by section 115 of the Factories and Shops Act, 1920-1954, that the expression "Public Holiday" shall mean certain days therein specified, and any other day declared by Proclamation to be a public holiday for the purposes of the said Act: Now, therefore I, the said Governor of the State of Western Australia, by and with the advice and consent of the Executive Council, do hereby proclaim and declare that Thursday, the 22nd day of March, 1956, from 12 noon, shall be a public holiday in the Bunbury Shop District, for the purposes of section 115 of the Factories and Shops Act, 1920-

1954, and all shops (except those mentioned in the Fourth Schedule and registered small shops) and warehouses shall be closed.

Given under my hand and the Public Seal of the said State, at Perth, this 25th day of January, 1956.

By His Excellency's Command,

(Signed) WM. HEGNEY,
Minister for Labour.

GOD SAVE THE QUEEN ! ! !

AT a meeting of the Executive Council, held in the Executive Council Chamber, at Perth, on the 25th day of January, 1956, the following Order in Council was authorised to be issued:—

Forests Act, 1918-1954.

ORDER IN COUNCIL.

F.D. 814/49.

WHEREAS by the Forests Act, 1918-1954, it is provided that a dedication under the said Act of Crown land as a State Forest may be revoked in whole or in part in the following manner:—

- (a) The Governor shall cause to be laid on the Table of each House of Parliament a proposal for such revocation.
- (b) After such proposal has been laid before Parliament, the Governor, on a resolution being passed by both Houses that such proposal be carried out, shall, by Order in Council, revoke such dedication.

And whereas His Excellency the Governor did cause to be laid on the Table of each House of Parliament his proposals dated the 24th day of September, 1949, for the revocation in part of the dedication of Crown Lands as State Forest; and whereas after such proposals had been laid before Parliament a resolution was passed by both Houses that such proposals should be carried out: Now, therefore, His Excellency the Governor, with the advice and consent of the Executive Council, doth hereby revoke in part the dedication of Crown Lands as State Forest No. 51 by excising that portion of such State Forest as is described in the Schedule hereto.

Schedule.

State Forest No. 51—Williams Locations 14812, 14813 and 14814. (Plans 378D/40, B4, and 385A/40, B1.)

(Sgd.) R. H. DOIG,
Clerk of the Council.

JUSTICES OF THE PEACE.

Premier's Department,
Perth, 8th February, 1956.

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

Philip Allington Charsley, Esquire, of Norseman, to be a Justice of the Peace for the Dundas Magisterial District.

William Sherrell, Esquire, of Norseman, to be a Justice of the Peace for the Dundas Magisterial District.

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

AUDIT ACT, 1904.

Section 33.

The Treasury,
Perth, 3rd February, 1956.

THE following appointments have been approved:—

Receivers of Revenue.

Trsy. 957/43.—Mr. G. A. Albutt, for the Department of Native Welfare and Mrs. E. Harwood, for the Department of Native Welfare.

H. W. BYFIELD,
Under Treasurer.

LAND AGENTS ACT, 1921.

Form No. 1.

Application for License in the First Instance.

To the Court of Petty Sessions at Perth.

I, FRANCHESCO MARINO RE, of 67 James Street, Perth, Storekeeper, having attained the age of 21 years, hereby apply on my behalf for a license to carry on the business of a land agent under the Land Agents Act, 1921.

The principal place of business will be at 67 James Street, Perth.

Dated the 28th day of January, 1956.

F. M. RE.

Appointment of Hearing.

I hereby appoint the 16th day of March, 1956, 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 2nd day of February, 1956.

A. F. N. SCHRODER,
Clerk of Petty Sessions.

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

Public Service Commissioner's Office,
Perth, 8th February, 1956.

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

Ex. Co. 111, P.S.C. 1090/55—A. J. Mearns, Clerk, Lands Account Section, Lands and Surveys Department, to be Clerk, General Ledger-keeper and Staff, C-II-3, as from 25th January, 1956.

Ex. Co. 111, P.S.C. 1140/55—R. F. Rasmussen, Clerk, Kalgoorlie, Mines Department, to be Clerk, C-II-1, Marble Bar, as from 25th January, 1956.

Ex. Co. 107, P.S.C. 1031/55—B. S. Marshall, Clerk (Minister) Premier's Department, to be Clerk (Crown Prosecutor), C-II-2/3, Solicitor General's Office, Crown Law Department, as from 25th January, 1956.

Ex. Co. 80, P.S.C. 506/54—G. Thamo, Engineering Draftsman, Metropolitan Water Supply Department, to be Engineer, Grade 3, P-II-4/7, as from 1st December, 1955.

Ex. Co. 2057, P.S.C. 999/55—A. J. P. Chapple to be District Superintendent of Education, P-I-5/7 (limit fixed minimum of Class 7), Education Department, as from 1st February, 1956.

And has approved of the following appointments, under section 23 of the Public Service Act, 1904-1955:—

Ex. Co. 110, P.S.C. No.,	Name, Position, Date of Appointment.
256/55;	Spencer, Colin James; Adviser, Grade 2, Advisory Services Section, Wheat and Sheep Division, Department of Agriculture; 5/1/55.
667/54;	Hall, Douglas Walter; Engineer, Grade 3, North West Branch, Engineering Division, Public Works Department; 9/8/54.
397/55;	Cherry, Barry Francis; Clerk, Records and Correspondence Branch, Crown Law Department, and transfer to Lands Department on 25/10/55; 16/3/55.
48/55;	Dunning, Frederick Thomas; Deputy Head Attendant, Grade 2, Claremont, Mental Hospital, Mental Hospitals Department; 7/5/55.
447/55;	James, Dorothea Margaret; Typist, Records Branch, Treasury Department; 23/5/55.
242/55;	Harwood, George; Assistant to District Officer, Field Division, Department of Native Welfare; 18/5/55.
547/55;	Thomas, Rene Laurie; Clerk, Accounts Branch, Metropolitan Water Supply Department; 1/6/55.
235/55;	Young, David Tweedie; Clerk, Internal Audit, Accounting Branch, State Housing Commission; 1/1/55.

- 539/55; Austin, Eric Thomas; Clerk, Accounts Branch, Department of Native Welfare; 1/6/55.
- 673/55; Roberts, Carol; Clerk-Typist, District Services Section, Architectural Division, Public Works Department; 15/6/55.
- 671/55; Mucciarone, Teresina; Typist, Correspondence Branch, Forests Department; 22/6/55.
- 682/55; Arbery, Dawn Lorraine; Typist, Typing (General) Section, Chief Secretary's Department; 1/7/55.
- 577/55; Wishart, Jean Elaine; Typist, Local Government Department; 23/5/55.
- 692/55; Mucciarone, Domenico; Clerk, Records Branch, Lands and Surveys Department; 29/6/55.
- 912/55; Goodridge, Laurence George; Clerk, Medical and Health Department; 13/6/55.
- 537/55; Hewitt, William George; Manager, Poultry Research Station (Wembley), Poultry Section, Animal Division, Department of Agriculture; 15/8/55.
- 272/55; Groen, Willem; Structural Engineer, Grade 3, Architectural Division, Public Works Department; 1/1/55.

And has accepted the following resignations:—

Ex. Co. 107—B. W. Stenhouse, Mineralogist and Research Officer, Grade 2, Government Chemical Laboratories, Mines Department, as from 9th January, 1956; S. Summers-Jenkins, Assistant, Lands and Surveys Department, as from 17th January, 1956; W. L. H. Smith, Clerk, Metropolitan Water Supply Department, as from 5th January, 1956; R. W. Morey, Clerk, Local Court, Crown Law Department, as from 2nd December, 1955; J. M. S. Mytton, Assistant, Electoral Office, Crown Law Department, as from 9th December, 1955; A. Y. Jones, Assistant, Kalgoorlie Hospital, Medical and Health Department, as from 30th December, 1955; J. R. Willmott, Assistant, Education Department, as from 23rd January, 1956; P. Brown, Typist, Factories Branch, Department of Labour, as from 6th January, 1956; D. M. Thomas, Assistant, Education Department, as from 30th December, 1955; J. L. Kershaw, Assistant, Geraldton, Crown Law Department, as from 1st December, 1955; P. B. Gilroy, Clerk, Audit Department, as from 12th January, 1956; V. A. Berrey, Typist, Kalgoorlie Hospital, Medical and Health Department, as from 30th December, 1955.

H. E. SMITH,
Public Service Commissioner.

VACANCIES IN THE PUBLIC SERVICE.

Department.	Position.	Class.	Salary.	Date Returnable.
Chief Secretary's	Inspector-General, Mental Health Services (Item 1540/54) (a)	....	Salary £3,200 p.a.	1956. 11th February
Public Service Commissioner's Office	Administrative Officer	A-I.-3	Margin £1,180-£1,220	do.
Public Works	Inspector (Outlying Pumping Plants), G.W.S. Branch (Item 1992/55)	G-II.-5/6	Margin £535-£625	do.
Do. do.	Mechanical Inspector, M. & P. Engineer's Branch (Item 2036/55) (a)	G-II.-4	Margin £475-£505	do.
Metropolitan Water Supply	Clerk (Staff and Salaries), (Item 2550/55)	C-II.-3	Margin £415-£445	do.
Lands and Surveys	Clerk, Administration Section (Item 621/55)	C-II.-1	Margin £295-£325	do.
Mines	Deputy Mineralogist (Item 1087/55) (a)	P-I.-5	Margin £1,350-£1,400	do.
Fisheries	Assistant Inspectors (Items 1660/55, 1662/55) (a)	G-VII.-1/2	Maximum Margin £225	do.
Audit	Clerk (Item 511/55)	C-II.-1/2	Margin £295-£385	18th February
Lands and Surveys	Cashier (Item 658/55)	C-II.-3	Margin £415-£445	do.
Do. do.	Senior Draftsman (Item 899/55)	P-II.-6/7	Margin £595-£720	do.
Agriculture	Senior Inspector, Inspection Services, Horticultural Division	G-II.-4	Margin £475-£505	do.
State Housing Commission	Clerk-in-Charge (War Service Homes Accounts) (Item 255/55) (b)	C-II.-4	Margin £475-£505	do.
Do. do. do.	Clerk, Records Branch (Item 344/55)	C-II.-2	Margin £355-£385	do.
Do. do. do.	Clerk (War Service Homes) (Item 225/55)	C-II.-1	Margin £295-£325	do.
Do. do. do.	Clerk (Land) (Item 309/55)	C-II.-1	Margin £295-£325	do.
Fisheries	Mate, Research Vessel (Item 1642/55) (a)	G-II.-1	Margin £295-£325	do.
State Insurance Office	Clerk (Relieving) (Item 2728/55)	C-II.-2	Margin £355-£385	do.
Public Works	Managing Clerk, Water Supply Office, Kalgoorlie (Item 1916/55) (b)	C-II.-6	Margin £595-£625	25th February
Lands and Surveys	Managing Secretary, State Gardens Board (Item 794/55) (b)	C-II.-11	Margin £965-£1,000	do.
Agriculture	Manager, Horticultural Research Station, Stoneville (a)	G-II.-2/3	Margin £355-£445	do.
Do.	Entomologist, Grade 1 (Item 3707/55)	P-II.-8/9	Margin £755-£860	do.
Medical and Health	Clinic Nurses (3), Havelock Clinic (a)	G-II.-3 (F)	Margin £285-£315	do.
Do.	Matron, Lennox Hospital (a) (c)	G-II.-3 (F)	Margin £285-£315	do.
Native Welfare	Clerk-in-Charge, Records, Correspondence and Staff (Item 3751/55)	C-II.-2	Margin £355-£385	do.

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

(b) The possession of an accountancy qualification by examination will be regarded as an important factor when judging relative efficiency under Section 34 of the Public Service Act.

(c) Special allowance £30, free quarters, rations and uniform.

Applications are called under section 34 of the Public Service Act, 1904-50, 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.

H. E. SMITH,
Public Service Commissioner.

THE PARLIAMENT OF WESTERN AUSTRALIA.

Clerk of the Records and Accounts.

APPLICATIONS are invited for the above position on the staff of the Legislative Council.

Conditions of service in respect to leave, superannuation, and salary are similar to those in the Public Service. Full details regarding the duties and conditions of employment may be obtained from the Clerk of the Legislative Council.

The salary is at present equivalent to Public Service classification C-II-4.

Applicants should state their full name, date of birth, present occupation, and give full particulars of their qualifications and experience together with details of war service, if any.

Applications which will be treated confidentially, will close on Friday, 24th February, and should be addressed to the Clerk of the Legislative Council, Parliament House, Perth.

Crown Law Department,
Perth, 8th February, 1956.

THE Hon. Minister for Justice, pursuant to the provisions of 13 (2) of the Local Courts Act, 1904-1954, has approved of the appointment of Constable Albert George Fergusson Rule as Clerk of the Local Court at Corrigin *vice* Sergeant R. Minnett transferred, as from 15th January, 1956.

THE Hon. Minister for Justice, pursuant to the provisions of section 13 (3) of the Local Courts Act, 1904-1954, has approved of the following appointments:—

Kevin William Sheedy as substitute to discharge the duties of Clerk of the Local Court at Beverley, during the absence on other duties of A. L. O'Brien and *vice* T. Murphy transferred, as from 14th February, 1956.

Alfred Leslie Day as substitute to discharge the duties of Clerk of the Local Court at Coolgardie, during the absence on leave of A. R. Jackson as from 16th January, 1956.

Constable Alexander Read as substitute to discharge the duties of Clerk of the Local Court at Kondinin, during the absence on leave of Constable D. W. Wooldridge, as from 1st February, 1956.

THE Hon. Minister for Justice has approved of the following appointments:—

Constable Albert George Fergusson Rule as Bailiff of the Corrigin Local Court *vice* Sergeant R. Minnett transferred, as from 15th January, 1956.

Constable Harry Thomas as Bailiff of the Mount Magnet Local Court at Sandstone, *vice* Constable H. M. Stewart transferred, as from 20th January, 1956.

Constable Frank Neville Styants as Bailiff of the York Local Court at Quairading, *vice* Constable J. W. Greenaway transferred, as from 19th December, 1955.

THE Hon. Minister for Justice has approved of the undermentioned appointments and cancellations of appointments of Postal Vote Officers under the provisions of section 90 of the Electoral Act, 1907-1953:—

Appointments.

Canning District.

McDonald, Roderick Malcolm, 76 Monash Avenue, South Perth—Fitter.

Gascoyne District.

Dempster, Suzanne, Meedo Station, Carnarvon—Housewife.

Milne, Edith Mary, Coordewandy Station, via Mullewa—Pastoralist.

Milne, Richard Montague, Coordewandy Station, via Mullewa—Pastoralist.

Kimberley District.

Maher, Henry, Halls Creek—Police Constable.

Merredin-Yilgarn District.

Beaton, Nigel, Erikin—Farmer.
Blechynden, Edwin Thomas, Babakin—Farmer.
Bolto, Victor George, Collgar—Share Farmer.
Butler, Neil Lindsay, Yarding—Farmer.
Kilminster, Leonard Percival, Woollahra Farm, Belka—Farmer.
Nunn, Hector Henry Denis, Belka—Carrier.
Reid, William, Holleton—Labourer.
Thyne, Thomas Kenward, "Chingah," Norpa—Farmer.
Townsend, Darrell Francis, Westonia—Storekeeper.
Wells, Francis Benjamin, Warralakin—Farmer.
Whistler, Jack, Nokanning—Farmer.
Murchison District (Cue Sub-district).
Fitzgerald, Norma Joyce, Gabyon Station, Wurarga—Married.

Pilbara District.

Paterson, Bruce Eric, Yalleen Station, Onslow—Grazier.
Rayner, Gordon Stanislaus, Yarraloola Station, Onslow—Overseer.

South Perth District.

Cornwall, James William, 195 Berwick Street, Victoria Park—Land Agent.

Cancellations.

Boddington, Thomas Aubrey; Jingemarra Station, via Yalgoo.
Beaven, Noel Wigley H.; Giralia Station, via Carnarvon.
Campbell, Patricia; Southern Hills Station, Norseman.
Campbell, Peter Watson; Southern Hills Station, Norseman.
Clifton, Marshall Waller; Wundi, Northampton.
De Burgh, William John; "Cowalla," Moore River, via Gingin.
Dempster, Norman McLean; Meedo Station, Carnarvon.
Gamble, David Henry; Post Office, Maya.
Gregg, Alfred Joseph; 16 Broadway, Bassendean.
Hallam, Gerald; Red Lake.
Hallam, May; Red Lake.
Hill, Dorothy Ellen; Bandya Station, Laverton.
Ince, Robert; Lake View and Star Ltd., Fimiston.
Lawton, John H. B.; Yealering.
Lee Steere, Constance Beever; 28 Keane Street, Cottesloe.
Lysaght, Harry Edward; Wydgee Station, Mt. Magnet.
Lysaght, Nina; Wydgee Station, Mt. Magnet.
Marvin, Albert Thomas; Forrest Road, Carnarvon.
McBeath, Charles Lewis; Fossil Downs Station, Fitzroy Crossing.
McCrachan, Theodore James; Wickepin.
Mead, Frederick William; 18 Jellicoe Road, Merredin.
Mitchell, Guy Newman B.; "Sylvan Loch," North Dinninup.
Mitchell, John; Taylor Street, Dumbleyung.
Pages-Oliver, Leslie Manuel; Police Station, Esperance.
Stewart, William Frederick; Geeralyng, via Highbury.
Thomas, Hector Frederick George; 22 Normanby Street, Maylands.
Thorn, Kenneth Roy; Moonies Hill, Tambellup.
Vincent, Ronald Joseph; Falls Road, Lesmurdie.
Williams, John Raymond; Hindinmarsh, Dowerin.

THE Hon. Minister for Justice has approved of the appointment of Richard Sydney John Selden, of Claremont, as a Commissioner for Declarations under the Declarations and Attestations Act, 1913-1953.

THE Department has been notified that Trust Orders as under have been lost by the payees. Payment has been stopped and it is intended to issue fresh Trust Orders in lieu thereof:—

Trust Order No. 82324, dated 3rd October, 1955, drawn on the Clerk of Courts Trust Fund for the sum of £13 5s. 11d. in favour of B. M. Morris.

Trust Order No. 116623, dated 20th January, 1956, drawn on the Clerk of Courts Trust Fund for the sum of £5 19s. 11d. in favour of E. B. Colgate.

R. C. GREEN,
Under Secretary for Law.

LICENSING ACT, 1911-1946.

(Section 56)

Application for Transfer.

To the Licensing Court for the Guildford District. I, LAURENCE ROBERT OGDEN, being the licensee of the Gallon License at Broadway Stores, Bassendean, do hereby make application for a transfer of the rights and privileges of the Gallon License held by me in respect of the said premises to Hubert Charles Martin Silverlock, of 1 Solomon Street, Palmyra, and I, the said Hubert Charles Martin Silverlock do hereby concur in such application, and request that the said transfer may be made.

Dated this 14th day of January, 1956.

(Sgd.) L. R. OGDEN,
Proposed Transferor.

(Sgd.) H. C. M. SILVERLOCK,
Proposed Transferee.

C. R. Hopkins, Solicitor, 254 Murray Street, Perth.

HEALTH ACT, 1911-1948.

Manjimup Road Board.

PURSUANT to section 57 of the Health Act, 1911-1948, notice is hereby given that application and general plan and description of a sewerage proposal to serve part of the Manjimup townsite has been forwarded to the Commissioner of Public Health for approval.

The general plan and description may be inspected at either the offices of the Commissioner of Public Health, Perth, or the office of this Board, during office hours.

M. DUNN,
Secretary.

NATIVE WELFARE ACT, 1905-1954.

Department of Native Welfare,
Perth, 7th February, 1956.

Regulation 135.

IT is hereby notified, for general information, that permits to superintend missions have been issued as follows:—

Mogumber Methodist Mission.

Rev. P. C. Danger.

Regulation 136.

It is hereby notified, for general information, that permits to mission workers, for the year ending 30th June, 1956, have been issued as follows:—

Fitzroy Crossing Mission.

Mr. and Mrs. W. L. Williams.

Derby Mission.

Mr. and Mrs. K. R. Morgan.

S. G. MIDDLETON,
Commissioner of Native Welfare.

NATIVE WELFARE ACT, 1905-1954.

Department of Native Welfare,
Perth, 1st February, 1956.

IT is hereby notified, for general information, that the Hon. Minister for Native Welfare has approved of the following to be Protectors of Natives until the 31st December, 1956, unless otherwise stated.

Address and Protector.

Head Office.

Perth; Andersen, F. W. G., Deputy Commissioner.
Perth; Campbell, J. A.
Perth; Redfern, J. B.
Perth; Smith, C. R.

Departmental Establishments.

Mt. Lawley; Pullen, Mrs. L. (O.I.C., Alvan House).
West Perth; Styles, Miss H. (O.I.C., McDonald House).
East Perth; Sewell, Miss A. (O.I.C., Bennett House).

Northern District.

Departmental Officers.

Derby; Beharell, J. S., District Officer.
Derby; Dickson, W. A. R., Patrol Officer.
Broome; Paquin, J. A., Assistant District Officer.
Broome; Taylor, C. A., Patrol Officer.
Broome; Martin, C., Clerk-Assistant.
Wyndham; Wylde, L., Acting Clerk.

Missioners.

Beagle Bay Mission, via Broome; Hornung, Rev. Fr. Leo, Superintendent.
Balgo Hills, via Derby; Bleischwitz, Rev. Fr. A., Superintendent.
U. A. M., Fitzroy Crossing; Smoker, B. R., Superintendent.
Forrest River Mission, via Wyndham; Jamieson, N. E., Superintendent.
Kalunburu Mission, via Wyndham; Sanz, Rev. Fr. Seraphim, Superintendent.
Lombadina Mission, via Broome; Herald, Rev. Fr. J., Superintendent.
La Grange Mission, via Broome; Huegel, Rev. Fr. E., Superintendent.
Sunday Island Mission, via Derby; Devenish, P., Acting Superintendent.
Sunday Island Mission, via Derby; Power, T., Superintendent.
Wotjulum, via Yampi; Collins, Rev. A. E. C., Acting Superintendent.

Church Dignitaries and Others.

Broome; Raible, Most Rev. Bishop Otto (Vicar Apostolic).
Broome; Frewer, Rt. Rev. John (Bishop of North-West Australia).
Broome; Worms, Rev. Fr. E.
Broome; Kearney, Rev. J. A.
Broome; Whitworth, A.
Derby; Coleman, L. J.
Derby; Faulkner, E. (U.A.M.).
Wyndham; Gould, F. J. A. (Road Board).
Wyndham; McDonald, P.
Wyndham; Donovan, A. (P.W.D., Supervisor).

North-West District.

Departmental Officers.

Carnarvon; Reynolds, M. J., Patrol Officer.
Carnarvon; Winder, R. E., Clerk-Assistant.
Nullagine; Stuart, D. R., Welfare Assistant.
Port Hedland; Parker, E. B. B., Clerk-Assistant.

Missioners.

Native Mission, Carnarvon; Hammer, D. G., Superintendent.

Church Dignitaries and Others.

Nullagine; Dickson, A. J., Postmaster.
Onslow; Proctor, J., Road Board.
Port Hedland; Linnehan, A., O.I.C., Native Hospital.

Police Officers.

Onslow; Connolly, W. J., Constable.
Roebourne; Weiland, L. J., Constable.
Roebourne; Stephens, R. J., Constable (to 31st March, 1956).

North-Central District.

Departmental Officers.

Geraldton; Gare, F. E., District Officer.
Geraldton; Gooch, D. P., Patrol Officer.

Missioners.

Jigalong Mission, via Meekatharra; Hewitt, Pastor I. J., Superintendent.
Karalundi Mission, via Meekatharra; Louis, S. O. J., Superintendent.
Tardun Mission; Girke, Rev. Fr. F., Superintendent.
Wiluna Mission; Vaughan, A. D., Superintendent.

Church Dignitaries and Others.

Mt. Magnet; Atkinson, R. W.
Mullewa; Watson, N. H. (Methodist Missioner).
Mullewa; Fink, Miss Ruth (Anthropologist).

Police Officers.

Cue; Gilchrist, R., Constable.
Meekatharra; Page, R., Constable.
Mingenew; Marshall, V. L., Constable.
Mt. Magnet; Gurney, G. M., Constable.
Northampton; Purkiss, J., Constable.
Wiluna; Sharp, R., Constable.
Yalgoo; Sisson, A. K., Constable.

Central District.

Departmental Officers.

Perth; McLarty, B.A., District Officer.
Kalgoorlie; Day, A. O., Assistant District Officer.
Perth; Harman, J. J., Assistant District Officer.
Perth; Hardwick, D. W., Patrol Officer.
Perth; Chapman, D. F., Patrol Officer.
Perth; Relton, Mrs. E. M., Welfare Officer.
Perth; Harwood, G., Assistant to District Officer.

Missioners.

Cosmo Newbery Mission, via Laverton; Lupton, H. C., Superintendent.
Cundelee Mission, via Zanthus; Stewart, R., Superintendent.
Kurrawang Mission, Kurrawang; Sharpe, W., Superintendent.
Mt. Margaret Mission, Mt. Margaret; Nash, R., Superintendent.
Mogumber Mission, Mogumber; Clarke, Rev. E. A., Superintendent.
New Norcia Mission; Gomez, Rt. Rev. Dr. Gregory O.S.B. (Lord Abbot).
Norseman Mission; Griffiths, A. J., Superintendent.
Warburton Ranges Mission, via Laverton; Green, H., Superintendent.
Wongutha, via Esperance; Schenk, R. W., Superintendent.

Church Dignitaries and Others.

Applecross; Mitchell, E. C., J. P., 13 Melville Beach Road, Applecross.
Carlisle; Mann, Rev. F. L.
Esperance; Schenk, R. S.
Meckering; McCaskill, Rev. D. L.
Nedlands; Whittle, Rev. J., President, Methodist Conference of W.A., 31 Bruce Street, Nedlands.
Perth; McDonald, Sir Ross, "Lawson," 6 Esplanade, Perth.
Perth; Parker, H. S. W., Mosman Terrace, Mosman Park.
Southern Cross; Boaden, G.
Southern Cross; Davies, Rev. D. (c/o Church of England).
Walebing; Warren, C. H.
Waroona; Knox, R. S.

Police Officers.

Kellerberrin; Bake, C., Constable.
Goomalling; Eaton, C. V., Constable.

Southern District.

Departmental Officers.

Narrogin; Webster, C. R. W., District Officer.
Narrogin; Beall, W. S., Assistant to District Officer.

Missioners.

United Aborigines Mission, Gnowangerup; Street, T., Superintendent.
Marribank Baptist Mission, Katanning; Carter, Rev. W. G., Superintendent.
Roelands Native Mission Farm; Cross, K. R., Superintendent.
St. Francis Xavier Native Mission, Wandering; Welles, Rev. Fr. Anthony, Superintendent.

Church Dignitaries and Others.

Boyanup; Boxall, Rev., F. J.
Gnowangerup; Wright, H. W.
Gnowangerup; Wright, Mrs. H. M.
Katanning; Moorehouse, Rev. H. G.
Mt. Barker; Threlfall, Rev. N.
Mt. Barker; McBeath, Mrs. I. J.
Pingelly; Atwell, Canon E. J. J.
Wagin; Buesnal, Rev. C. G.

Southern District.

Police Officers.

Albany; Liddelow, V. W., Sergeant.
Beverley; Whitney, E. T., Constable.
Boddington; Ayling, P. C., Constable.
Boyup; Thurlow, J. C., Constable.
Brookton; Wall, S., Constable.
Bridgetown; Murray, A., Sergeant.
Brunswick Junction; Dickensen, W. A., Constable.
Bunbury; Bunt, J. G., Sergeant.
Busselton; Bunt, W. J., Sergeant.
Collie; Warner, G. R., Sergeant.
Dumbleyung; Jones, D. J., Constable.
Kojonup; Davis, W. J., Constable.
Pingelly; Eddy, S. W. G., Constable.
Tambellup; Mitchell, G. R., Constable.
Wagin; Treloar, W., Sergeant.
Wickepin; Atkins, A. G., Constable.
Williams; Matson, F. W., Constable.

S. G. MIDDLETON,

Commissioner of Native Welfare.

OYSTER FISHERIES ACT, 1881.

Fisheries Department,
Perth, 31st January, 1956.

F.D. 144/47.

IT is hereby notified, pursuant to section 4 of the above Act, that an application has been received from T. L. and A. T. Bassett, of Shark Bay, for a license to work about two (2) acres at Shark Bay, offshore from Denham, for oyster culture under the provisions of the Oyster Fisheries Act, 1881.

A. J. FRASER,
Superintendent of Fisheries.

GOVERNMENT LAND SALES.

THE undermentioned allotments of land will be offered for sale at public auction on the dates and at the places specified below, under the provisions of the Land Act, 1933-1954, and its regulations:—

MARBLE BAR.

1st March, 1956, at 11 a.m., at the Mining Registrar—

Marble Bar—Town 183, 1r. 24p., £20; 184, 1r. 12p., £25.

NARROGIN.

1st March, 1956, at noon, at the Government Land Agency—

Popanyinning—*¶70, 2a. 2r. 5p., £15; 71, 2a. 2r., £15; 72, 3a. £20; 73, 2a. 3r. 29p., £20.

*Suburban only.

¶All marketable timber is reserved to the Crown.

All improvements on the land offered for sale are the property of the Crown, and shall be paid for as the Minister may direct, whose valuation shall be final and binding on the purchaser.

Plans and further particulars of these sales may be obtained at this office and the offices of the various Government Land Agents. Land sold to a depth of 200 ft. below the natural surface except in mining districts, where it is granted to a depth of 40 ft. or 20 ft. only.

F. C. SMITH,
Under Secretary for Lands.

FORFEITURES.

THE undermentioned leases have been cancelled under section 23 of the Land Act, 1933-1954, due to non-payment of rent or other reasons.

F. C. SMITH,
Under Secretary for Lands.

Name, Lease, District, Reason, Corres., Plan.
Chambers, C. R.; 342/2332; Karragullen 37; conditions; 4869/51; Townsite.
Big Bell Mines Ltd.; 3117/3825; Big Bell 323; abandoned; 2845/50; Townsite.
Gribble, D. C.; P1025; Nelson 12058; abandoned; 3244/53; 442C/40, F4.

McLeod, A. M.; 347/10473; Victoria 10090; conditions; 3003/54; 90/80A, B3.
Martin, H. S.; 1811/153C; Moora 197; abandoned; 7741/12; Townsite.
Martin, A. M.; 1821/153C; Moora 194; abandoned; 7917/12; Townsite.
Turner, C. V. and Rowe, J.; (a) 332/797, (b) 332/798; Plantagenet; abandoned; 5037/48; 456-A/40, B1.
Owens, G. C.; 347/9873; Victoria 9876; abandoned; 3816/53; 90/80C, 1 and 2.
Caulfield No.; 347/9333; Avon 23582; conditions; 2217/53; 345/80, C2.

LAND OPEN FOR SELECTION.

Perth Land Agency.

Department of Lands and Surveys,
Perth, 8th February, 1956.

It is hereby notified, for general information, that the areas scheduled hereunder are available for selection under Part V of the Land Act, 1933-1954, 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 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, 7th MARCH, 1956.

SCHEDULE.

Location No.	Area.	Price per Acre.	Plan.	Corres. No.	Classification File.	Deposit required.
	a. r. p.	£ s. d.				£ s. d.
Esperance 445 (a)	1,000 0 0	0 4 6	402/80 B. C. 3	4157/55	7300/10 p. 8	2 5 6
Kent 355 (a)	999 0 0	0 16 6	418/80 D. 3, 4	4002/53	6065/12 p. 4	2 5 6
Kent 356 (a)	999 0 0	0 14 9	418/80 D. 3, 4	4002/53	6065/12 p. 5	2 5 6
Kojonup 7932 (a)	160 0 20	0 15 6	407/80 B. 4	1550/47	1550/47 p. 36	1 10 6
Ninghan 3316 (a)	1,578 3 24	0 3 6	88/80 D. E. 4	4045/55	....	2 12 6
Ninghan 3317 (a)	1,405 0 10	0 3 6	88/80 D. E. 4	4045/55	....	2 12 6
Ninghan 3318 (a)	1,847 3 23	0 3 3	88/80 D. E. 4	4045/55	....	2 16 0
Plantagenet 2564 (a)	59 0 0	1 13 0	456B/20	587/17	13692/03 V. 3, p. 17	1 8 6
Plantagenet 2567 (a)	37 3 12	1 19 6	456B/20	587/17	13692/03 V. 3, p. 101	1 6 0
Plantagenet 2568 (a)	110 1 31	1 16 0	456B/20	587/17	13692/03 V. 3, p. 13	1 10 6
Plantagenet 3425 (a)	74 1 30	1 8 6	456B/20	587/17	13692/03 V. 3, p. 102	1 8 6
Plantagenet 3446 (a)	100 0 0	1 1 0	451D/40 A. B. 4	72/50	6833/25 p. 23	1 8 6
Swan 2122 (a)	100 0 0	0 16 9	31/80 D. 1 and 2	6743/50	6743/50 p. 9	1 8 6
Swan 2156 (a)	502 0 19	0 6 6	31/80 D. 1, 2	6743/50	4148/53 p. 9	2 0 0
Swan 3252 (a)	943 1 13	0 10 3 (as one holding)	31/80 E. 3	5320/53	2186/29 p. 6 and 12	2 5 6
Swan 2443 (a)						
Swan 2444 (a)						
Victoria 10123 (b)						
	4,987 1 37	0 6 3	156/80 C. 4	5910/52	4090/53 V. 1, p. 82	3 17 0

(a) Subject to exemption from road rates for two years from date of approval of application.

(b) Subject to examination of survey.

F. C. SMITH,
Under Secretary for Lands.

BUSH FIRES ACT, 1954.

Appointment of Bush Fire Control Officer.

Bush Fires Board,
Perth, 8th February, 1956.

IT is hereby notified, for general information, that the following road board has appointed the under-mentioned bush fire control officers in their district:—

Road Board and Control Officers.

Kondinin—W. H. Biglin, A. E. Gannaway and J. H. Trestrail.

The following appointment is cancelled:—

Kondinin—A. H. Hawkins.

A. SUTHERLAND,
Secretary, Bush Fires Board.

BUSH FIRES ACT, 1954.

Appointment of Bush Fire Control Officers.

Bush Fires Board,
Perth, 8th February, 1956.

IT is hereby notified, for general information, that the following road board has appointed the under-mentioned bush fire control officers in their districts:—

Road Board and Control Officer.

Augusta-Margaret River—H. E. Gale, C. R. Noakes and J. L. Bushby.

The following appointments are cancelled:—

Augusta-Margaret River—B. Davis and J. Cooper.

A. SUTHERLAND,
Secretary, Bush Fires Board.

TENDERS FOR LEASING.

Yilgarn Locations 1115, 1125, and 1280.

Section 116 of the Land Act, 1933-1954.

Corres. No. 2483/37.

TENDERS are invited for the leasing of Yilgarn Locations 1115, 1125 and 1280 comprising 930a. 1r. 17p., 1405a. 2r. 8p. and 399a. 1r. 9p. respectively.

Such lease shall be for cropping and grazing purposes for a term of three (3) years at a minimum rental of twenty-six pounds (£26) per annum and subject to the following conditions:—

- (1) No compensation shall be payable for any improvements effected and in existence at the expiration or earlier determination of the lease.
- (2) The existing improvements shall be maintained to the satisfaction of the Minister for Lands.
- (3) The incoming lessee will be liable for payment for improvements effected by the previous lessee.
- (4) Any person being the holder of a Miner's Right, may enter on the land for prospecting purposes and mark off mining tenements and the Mines Department may grant such tenements without compensation for the loss of the use of the land or for any improvements effected thereon by the lessee.

Tenders will be accepted at the Department of Lands and Surveys, Perth, up to 3.30 p.m. on Wednesday, 7th March, 1956.

Each tender must be accompanied by a deposit of 15s. plus a half-year's tendered rental and the envelope should be endorsed "Tender for Leasing Yilgarn Locations 1115, 1125 and 1280."

The highest or any tender will not necessarily be accepted.

(Plan 36/80, D1.)

F. C. SMITH,
Under Secretary for Lands.

APPLICATIONS FOR LEASING.

Corres. No. 982/44.

APPLICATIONS are invited, under section 32 of the Land Act, 1933-1954, for leasing an area of about 35 acres comprised in reserve No. 3878 at Broadwater for grazing and cultivation purposes, for a term of 10 years, at an annual rental of five pounds, subject to the condition that no compensation will be payable at the expiration or earlier determination of the lease for improvements effected by the lessee.

Applications accompanied by a deposit of £3 10s. must be lodged at the Lands Department on or before Wednesday, 7th March, 1956.

In the event of there being more applications than one for leasing this area, the application to be granted shall be decided by the Land Board.

(Plan: Broadwater Suburban.)

F. C. SMITH,
Under Secretary for Lands.

ROAD DISTRICTS ACT, 1919-1948.

Closure of Road.

WE, Ian Campbell Richardson and Shirley Campbell Richardson, being the owners of land over or along which the portion of road hereunder described passes, have applied to the Upper Blackwood Road Board to close the said portion of road, viz.:—

Upper Blackwood.

3374/55.

B 557. The surveyed road passing through Nelson location 791 and along the North boundary of location 222, from road No. 2070 at the North-West corner of the former location to the North-East corner of location 222. (Plan 415D/40, AB4.)

p.p. I. C. & S. C. RICHARDSON,
I. C. RICHARDSON.

I, John Reginald Purse, on behalf of the Upper Blackwood Road Board, hereby assent to the above application to close the road therein described.

J. R. PURSE,
Chairman Upper Blackwood Road Board.
27th January, 1956.

ROAD DISTRICTS ACT, 1919-1954.

WHEREAS E. J. N. Douglas, J. A. Hutchinson, C. C. Warren and G. E. Evans being the owners of land over or along which the undermentioned road, in the Albany Road District passes, have applied to the ALBANY Road Board to close the said road, which is more particularly described hereunder, that is to say:—

10011/10.

A. 146. That part of road 4007 through Plan-tagenet Location 5831 through and along a North boundary of location 5826, along the North boundary of location 5827 and onward through vacant Crown land, from the East boundary of location 2108 to the South side of the Stock Route Reserve along the South-Eastern boundary of location 5482 (excluding the intersecting portion of said Stock Route Reserve). (Plan 451C/40, E3.)

WHEREAS the Minister for Lands being the owner of land over or along which the undermentioned road, in the Augusta-Margaret River Road District passes, has applied to the AUGUSTA-MARGARET RIVER Road Board to close the said road, which is more particularly described hereunder, that is to say:—

5560/27, V4.

A. 148. That part of Goodenough Street, Augusta, situate between the Eastern and North-Eastern alignments of road No. 10065 (Leeuwin Road) and the Western side of the area required for Railway Purposes. (L.T.O. Plan 4375.)

WHEREAS T. J. McGuire and W. E. Rischbieth being the owners of land over or along which the undermentioned road, in the Broomehill Road District passes, have applied to the BROOMEHILL Road Board to close the said road, which is more particularly described hereunder, that is to say:—
4350/54.

B.551. The surveyed road (Hassell Road) along the West boundaries of Kojonup Locations 3989 and 551, from Treasure Road at the South-West corner of the former location to road No. 3232 (Martinup Road) at the North-West corner of location 551; excluding the intersecting portion of road No. 305 (Woodiarrup Road). (Plans 436A/40, B1; 417D/40, B4.)

WHEREAS the Minister for Lands being the owner of land over or along which the undermentioned roads in the Bruce Rock Road District passes, has applied to the BRUCE ROCK Road Board to close the said roads, which are more particularly described hereunder, that is to say:—
791/14.

B.554. (a) The surveyed way along the South boundaries of Bruce Rock Lots 300 and 301, from Dampier Street at the South-West corner of lot 300 to Butcher Street at the South-East corner of lot 301.

(b) All that portion of a public road bounded by lines commencing at a point on the East boundary of lot 207 situate 2 chains 50.1 links South of the South-East corner of lot 301 and extending 179 deg. 56 min. 50 links, 269 deg. 57 min. 50 links, thence by a circular convex arc having a radius of 50 links for a distance of 78.5 links to the starting point.

(c) All that portion of a public road bounded by lines commencing at a point on the West boundary of lot 207 situate 2 chains 50.1 links South of the South-West corner of lot 300 and extending 179 deg. 59 min. 50 links, 89 deg. 57 min. 50 links, thence by a circular convex arc having a radius of 50 links for a distance of 78.5 links to the starting point.

(Plan Bruce Rock Townsite.)

WHEREAS E. Rapsch, F. H. Jolliffe, S. F. T. Jolliffe and W. J. Maylam being the owners of land over or along which the undermentioned roads in the Busselton Road District passes, have applied to the BUSSELTON Road Board to close the said roads which are more particularly described hereunder, that is to say:—

8807/06.

B.555. (a) That part of road No. 2591 along part of the South boundary of Sussex Location 1127 and the Southern boundary of location 3977, from road No. 6844 at its junction with the subject road to a surveyed road at the East corner of location 3977.

(b) That part of road No. 6844 through location 1127 and the surveyed road along the North-Western and part of the North-Eastern boundaries of location 3977; from the junction of a surveyed road shown on O.P. 6457 with road No. 6844 within location 1127 to road No. 9357 at its junction with the surveyed road on the North-Eastern boundary of location 3977.

(Plan 413D/40, B.4.)

WHEREAS Jack Battersby and Trevor St. Aubyn Barrett-Lennard being the owners of land over or along which the undermentioned road, in the Carnamah Road District passes, have applied to the CARNAMAH Road Board to close the said road, which is more particularly described hereunder, that is to say:—

1783/27.

C.516. The surveyed road through and along part of the North boundary of Victoria Location 8333, from the West boundary of the location to road No. 2475 at its North-East corner (excluding the intersecting portion of the North-South road through the location). (Plan 90/80, C.D.2.)

WHEREAS George Samuel Ferguson being the owner of land over or along which the undermentioned road, in the Carnamah Road District passes, has applied to the CARNAMAH Road Board to close the said road, which is more particularly described hereunder, that is to say:—

811/06, Vol. 2.

C.518. The surveyed road through Victoria Location 1172, from a surveyed road on the West boundary of the location to a surveyed road on its South boundary. (Plan 95/80, B2.)

WHEREAS N. E. Smith and V. Iacus being the owners of land over or along which the undermentioned road, in the Collie Coalfields Road District passes, have applied to the COLLIE COALFIELDS Road Board to close the said road, which is more particularly described hereunder, that is to say:—
966/55.

C.514. The surveyed way along the North-West boundary of Collie Lot 87, from Johnston Street at the North corner of the lot to a surveyed way at its West corner. (Plan Collie Central.)

WHEREAS Everatt Charles Gordon King being the owner of land over or along which the undermentioned roads in the Drakesbrook Road District passes, has applied to the DRAKESBROOK Road Board to close the said roads which are more particularly described hereunder, that is to say:—

9789/12.

D.357 (a) That part of road No. 4717 along the West boundary of Murray Location 399, from the North-West corner of the location to the Drakesbrook Drain Reserve at its South-West corner.

(b) The surveyed road along the South-Western side of the Coronation Drain Reserve through location 988 and reserve 5249, from the Drakesbrook Drain Reserve on the North boundary of the location to a surveyed road on the East boundary of the location.

(Plan 383A/40, BC1.)

WHEREAS the Minister for Lands being the owner of land over or along which the undermentioned road, in the Geraldton-Greenough Road District passes, has applied to the GERALDTON-GREENOUGH Road Board to close the said road, which is more particularly described hereunder, that is to say:—

2888/92, V.4.

G.365. That portion of road No. 172 bounded by lines commencing at a point situate 197 deg. 3 min. 78.6 links, and 179 deg. 52 min. 23.9 links from the South-East corner of Narra Tarra Estate Lot 10 and extending 179 deg. 52 min. 4 chains 10.2 links, 208 deg. 52 min. 67 links, 306 deg. 3 min. 2 chains 39.3 links and 283 deg. 46 min. to junction with a line bearing 272 deg. 28 min. from the starting point, thence 92 deg. 28 min. along the latter to the starting point. (Plan 157D/40, C.3 and 4.)

WHEREAS Reuban Ronan Quartermaine being the owner of land over or along which the undermentioned road, in the Gnowangerup Road District passes, has applied to the GNOWANGERUP Road Board to close the said road, which is more particularly described hereunder, that is to say:—

1265/55.

G.366. The surveyed road along the East boundaries of Kent Locations 301, 302 and 303 from road No. 5652 at the North-East corner of location 301 to a surveyed road at the South-East corner of location 303. (Plan 418/80, D4; 435/80, D1.)

WHEREAS George Loder Needham being the owner of land over or along which the undermentioned road, in the Mundaring Road District passes, has applied to the MUNDARING Road Board to close the said road, which is more particularly described hereunder, that is to say:—

4343/54.

M.545. The whole of road No. 11081 along the West boundaries of lots 51 to 54 inclusive of Greenmount subplot 20 (L.T.O. Plan 3565), from road No. 5045 (Lukin Avenue) at the South-West corner of lot 51 to the North-West corner of lot 54. (Plan 1C/20, N.W.)

WHEREAS M. Croft, R. E. Sharrett (the younger), J. W. Stone and E. C. Johnson being the owners of land over or along which the undermentioned road, in the Quairading Road District passes, have applied to the QUAIRADING Road Board to close the said road, which is more particularly described hereunder, that is to say:—

885/22.

Q.75. That part of road No. 10086 along the Southern boundary of Avon Location 27376 and the Southern, South-Eastern and Eastern boundaries of location 21725, from the South-West corner of location 27376 to road No. 8176 at the North-East corner of location 21725. (Plan 344/80, A1.)

WHEREAS B. H. Dall, A. F. Dall, F. N. Clarke and L. G. Stacey being the owners of land over or along which the undermentioned roads in the Quairading Road District passes, have applied to the QUAIRADING Road Board to close the said roads, which are more particularly described hereunder, that is to say:—

4171/47.

Q.74. (a) The whole of road No. 10941 along parts of the North-West and North-East boundaries of Avon Location 17714, from the East corner of location 17591 to a surveyed road at the South corner of location 18459.

(b) The surveyed road along the South-Eastern most boundary of location 18459 and part of the North-East boundary of location 20694, from road No. 10941 described in paragraph (a) above at the South corner of location 18459 to the terminus of the subject road on the North-East boundary of location 20694.

(c) The surveyed road along part of the South-West and South-East boundaries of location 17714, from the North corner of location 20693 to a surveyed road at the East corner of location 17714.

(d) The surveyed road along the North-West and part of the South-West boundaries of location 15814, from road No. 10942 at the North corner of the location to road No. 7076 at its intersection with the South-West boundary of the location.

(e) The surveyed road along the North and part of the East boundaries of location 11199 and the North and part of the East boundaries of location 11198, from a surveyed road at the North-West corner of location 11199 to road No. 7076 at its terminus on the East boundary of location 11198.

(f) The surveyed road along an East boundary of location 19519, from the South boundary of location 9898 to the road described in paragraph (e) above at the South-East corner of location 19519.

(Plan 3C/40, F3.)

WHEREAS H. S. Watson and N. J. Hornsby being the owners of land over or along which the undermentioned road, in the Wagin Road District passes, have applied to the WAGIN Road Board to close the said road, which is more particularly described hereunder, that is to say:—

6257/03, Vol. 2.

W.711. The surveyed road leaving the Southern side of a surveyed road on part of the North boundary of Williams Location 8635 and extending South through the said location along the East boundary of location 2801 and onward for a distance of one chain. (Plan 409A/40, C2.)

WHEREAS W. J. Growden and W. K. Pollard being the owners of land over or along which the undermentioned road, in the West Arthur Road District passes, have applied to the WEST ARTHUR Road Board to close the said road, which is more particularly described hereunder, that is to say:—

2888/20.

W.710. The surveyed road along the Western boundary of Darkan Agricultural Area Lot 108, from a surveyed road at the South-West corner of the lot to the Southern side of the Collie-Narrogin Railway Reserve at the North-West corner of the lot. (Plan 410B/40, E2.)

And whereas such applications have been duly published in the *Government Gazette*:

And whereas the said Boards have assented to the said applications:

And whereas the Governor in Executive Council has confirmed the said assent:

It is hereby notified that the said Roads are closed.

Dated this 10th day February, 1956.

F. C. SMITH,
Under Secretary for Lands.

PUBLIC WORKS TENDERS.

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

Belmont High School—Erection (12891); 14th February, 1956; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 24th January, 1956.

Northam Hospital Nurses' Quarters—Repairs and Renovations (12896); 14th February, 1956; conditions may be seen at the Contractors' Room, P.W.D., Perth, and at G.W.S. Office, Northam, on and after 31st January, 1956.

Manning Park School—Additions (12894); 14th February, 1956; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 31st January, 1956.

Collie Pumping Station—Erection of Brick Pump House (12899); 14th February, 1956; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Bunbury; and Courthouse, Collie, on and after 31st January, 1956.

Collie Water Supply Office—Extensive Alterations (12890); 14th February, 1956; conditions may be seen at the Contractors' Room, P.W.D., Perth, and at Courthouse, Collie, on and after 24th January, 1956.

Bunbury Hospital—New Laundry and Change Room Block (12880); 14th February, 1956; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Bunbury; on and after 17th January, 1956.

Perth Chest Hospital—Wall Panels, Aluminium Windows and Doors (12897); 21st February, 1956; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 24th January, 1956.

Belmont High School—Erection (12891); 21st February, 1956; conditions may be seen at the Contractors' Room, P.W.D., Perth, and on and after 24th January, 1956.

Extension of Closing Date Bunbury Hospital—New Laundry and Change Room Block (12880); 21st February, 1956; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Bunbury, on and after 17th January, 1956.

South Kalgoorlie School—Additions (12900); 28th February, 1956; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Kalgoorlie; on and after 7th February, 1956.

Bunbury P.W.D. Offices—Alterations and Renovations (12901); 28th February, 1956; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Bunbury; on and after 14th February, 1956.

Kellerberrin Hospital—Repairs and Renovations (12902); 28th February, 1956; conditions may be seen at the Contractors' Room, P.W.D., Perth, and Merredin; and Police Station, Kellerberrin; on and after 14th February, 1956.

Byford School—Additions (12903); 28th February, 1956; conditions may be seen at the Contractors' Room, P.W.D., Perth, and at Police Station, Arndale, on and after 14th February, 1956.

Extension of Closing Date Perth Chest Hospital—Wall Panels, Aluminium Windows and doors (12897); 28th February, 1956; conditions may be seen at the Contractors' Room, P.W.D., Perth, on and after 24th January, 1956.

Carnarvon School—New Manual Training Centre (12904); 13th March, 1956; conditions may be seen at the Contractors' Room, P.W.D., Perth, Geraldton and Carnarvon, on and after 21st February, 1956.

Tenders, together with the prescribed deposit, are to be addressed to "The Hon. the Minister for Works, Public Works Department, The Barracks, St. George's Place, Perth," and must be indorsed "Tender." The highest, lowest or any tender will not necessarily be accepted.

R. J. BOND.
Under Secretary for Works.

10th February, 1956.

METROPOLITAN WATER SUPPLY, SEWERAGE AND DRAINAGE DEPARTMENT.

M.W.S. 11/56.

IN accordance with the provisions of the Metropolitan Water Supply, Sewerage and Drainage Act, 1909, it is hereby notified that sewers and other apparatus have been completed, and are now available for use in Reticulation Area No. 33, Subiaco, within the boundaries of the City of Perth, as hereunder described:—

Commencing at a point on the North boundary of Oceanic Drive and opposite the centre of Sunnyside Road, and proceeding South across Oceanic Drive to and along the centre of Sunnyside Road to a point opposite the South boundary of lot 146, Sunnyside Road; thence West across Sunnyside Road, to and along the South boundary of the said lot 146 to its South-West corner; thence Southerly along the East boundary of lot 384, Oceanic Drive, to its South-East corner; thence South along the East boundary of lot 393, Salvado Road, to the Northern corner of lot 394, Salvado Road; thence Southerly along the Eastern boundary of the said lot 394 and its prolongation to the centre of Salvado Road; thence West along the centre of Salvado Road to a point opposite the centre of Rosedale Street; thence South across Salvado Road, to and along the centre of Rosedale Street to a point opposite the Northern boundary of lot 395, Rosedale Street; thence Easterly across Rosedale Street, to and along the Northern boundary of the said lot 395 to its North-East corner; thence South along the East boundaries of lots 395, 396, Rosedale Street, and lot 398, Evandale Street, and their prolongation to the centre of Evandale Street; thence East along the centre of Evandale Street to a point opposite the East boundary of lot 435, Evandale Street; thence South across Evandale Street, to and along the East boundary of the said lot 435 to the North-West corner of lot 425, Alderbury Street; thence East along the North boundary of the said lot 425 to its North-East corner; thence South along the East boundary of the said lot 425 and its prolongation to the centre of Alderbury Street; thence West, North-West and North along the centre of Alderbury Street, to and across Oceanic Drive to the North boundary of Oceanic Drive; thence Easterly along the North boundary of Oceanic Drive, to the point of commencement, as shown in green on Plan M.W.S.S. & D.D., No. 8021.

Owners of property situated within the boundaries of the above area are hereby notified that such properties are capable of being connected to the sewer and must, therefore, connect their premises to the sewers within 30 days from date of service of prescribed notice, and are also notified that sewerage rates will, in accordance with the by-laws, be enforced from 1st April, 1956, if premises not previously connected, and be payable in advance. If premises are connected prior to 1st April, 1956, rates will be charged from date of connection.

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

Dated this 10th day of February, 1956, at the office of the Department, St. George's Place, Perth.

B. J. CLARKSON,
Under Secretary.

METROPOLITAN WATER SUPPLY, SEWERAGE AND DRAINAGE DEPARTMENT.

M.W.S. 1824/55.

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

East Fremantle Municipality.

2421/55—Locke Crescent, from Woodhouse Road to lot 4997—Northerly.

City of Perth.

2086/55—Custance Street, from Keyes Street to lot 171—Westerly.

Armadale-Kelmscott Road District.

1561/55—Littlejohn Road, from lot 39 to Eighth Avenue—North-Westerly.

Melville Road District.

2179/55—Halse Crescent, from lot 73 to lot 70—Westerly.

2467/55—Joiner Street, from lot 317 to lot 314—Southerly.

2267/55—Latham Street, from Kennedy Street to lot 91—Southerly.

2483/55—Stirk Road, from lot 44 to lot 45—Westerly.

2164/55—Wichmann Road, from lot 43 to lot 44—North-Westerly.

1890/55—Stoneham Road, from lot 100 to lot 96—South-Easterly.

828/55—Hislop Road, from Canning Highway to lot 20—Northerly.

Mundaring Road District.

636/55—Pechey Street, from Tunnell Road to lot 2—South-Westerly.

Nedlands Road District.

1934/55—Unnamed street, from North Street to unnamed street—Northerly. Unnamed street, from unnamed street to lot 28—Easterly.

Swan Road District.

674/55—Vale Road, from Talbot Road to Adelaide Street—Southerly. Adelaide Street, from Vale Road to lot 180—Westerly.

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

Dated this 10th day of February, 1956.

B. J. CLARKSON,
Under Secretary.

WATER BOARDS ACT, 1904.

Water Rate in the Wagin Water Area for the Year ending 31st October, 1956.

NOTICE is hereby given that the ratebook for the year ending 31st October, 1956, of all lands in the Wagin Water Area now liable to be rated under the undermentioned Act has been made up and is open for inspection by ratepayers.

By order of the Board,
C. V. FEDERICK,
Chairman.

Notice of Rate in the Wagin Water Area.

Notice is hereby given that under the powers conferred by the abovementioned Act, the Wagin Water Board has ordered a rate of three shillings (3s.) in the pound for the Wagin Water Area, to be made and levied for the year ending 31st October, 1956, upon all rateable lands entered in the ratebook, the making up of which is published in the *Government Gazette* on Friday, 10th February, 1956, and a local newspaper; that the minimum rate for the abovementioned period for each separately assessed improved parcel of land, the annual rate of which at three shillings in the pound

would not exceed ten shillings, shall be ten shillings; that the minimum rate for the abovementioned period for each separately assessed unoccupied or unimproved parcel of land, the annual rate of which at three shillings in the pound would not exceed ten shillings, shall be ten shillings, and that a memorandum of such order has been duly entered in the ratebook and signed.

The said rate is now payable in accordance with the by-laws made upon the aforesaid Act.

By order of the Board,
C. V. PEDERICK,
Chairman.

COUNTRY AREAS WATER SUPPLY ACT, 1948.
Making of Rates for Year ending 31st December, 1956.

NOTICE is hereby given that the Minister for Water Supply, Sewerage and Drainage, acting under the powers conferred by the Country Area Water Supply Act, 1948, has ordered rates as shown in the schedules attached hereto, to be made and levied for the year ending 31st December, 1956, on all land liable to be rated within the Country Areas Water Supply Water Districts.

A memorandum of such order has been duly made and signed in the rate book which has been made up and shall at all reasonable times be open to inspection by any ratepayer.

By Order,
R. J. BOND,
Under Secretary for Water Supply.
10th February, 1956.

Schedule (A).
Schedule Other Than Country Lands.

Rating Zone.	Rate in the £ on the annual rateable value of the rated land.		Minimum Rate.		
	s.	d.	£	s.	d.
Darlington	2	0	1	0	0
Mundaring	1	0	10	0	0
Toodyay	2	0	1	0	0
Northam	10		10	0	0
York	1	6	1	0	0
Beverley	2	0	1	0	0
Goomalling	2	0	1	0	0
Belka	2	0	1	0	0
Central	1	6	1	0	0
Nukarni	2	0	1	0	0
Westonia	1	6	1	0	0
Kalamunda	2	9	1	0	0

Schedule (B).
Country Lands.

	*Rate per Acre.
Minimum Annual Rate of £2.	
30in. Main—Bakers Hill to Northam	2
York, Beverley, Toodyay and Irishtown Mains	2
30in. Main—Northam to Southern Cross and extensions therefrom (excepting extensions otherwise shown)	3
Burrans Rock Extension	4½
Belka Extension	4½
Coolgar Extension	4½
Goomarin Extension	4½
North Walgoolan Extension "A"	4½
South Walgoolan Extension "G"	4½
South Walgoolan Extension "K"	4½
South Walgoolan Extension "L"	4½
North Walgoolan Extension "B"	4½
North Westonia Extension "D"	4½
North Westonia Extension "H"	4½
North Bodallin Extension	4½
North Bodallin Branch Extension	4½
North Noongar Extension	4½
North Moorine Rock Extension	4½
South Moorine Rock Extension	4½
North Walgoolan Extension "C"	4½
Yorkrakine Extension	4½
South Doodlakine Extension	4½

*Duly certified Wodgil infested rated Country Land as approved by the Minister for Water Supply shall be subject only to 50% of the abovementioned rates.

Subject to minimum rate of £2 per annum in each case.

CITY OF PERTH.

Stands for Public Vehicles.

NOTICE is hereby given that under section 251 of the Municipal Corporations Act, 1906-1953, the Council of the City of Perth resolved on the 23rd January, 1956, that the following stand for omnibuses be cancelled:—

(aat) A stand for the picking up and setting down of passengers only on the Northern side of St. George's Terrace commencing at point 133 feet East of the prolongation of the Eastern building alignment of Howard Street and extending Eastwards for 100 feet.

and the following inserted in lieu:—

(aat) A stand for the picking up and setting down of passengers only on the Northern side of St. George's Terrace commencing at a point 176 feet East of the prolongation of the Eastern building alignment of Howard Street and extending Eastwards for 100 feet.

Dated this 1st day of February, 1956.

W. A. McI. GREEN,
Town Clerk.

CITY OF PERTH.

Stands for Public Vehicles.

NOTICE is hereby given that under section 251 of the Municipal Corporations Act, 1906-1953, the Council of the City of Perth resolved on the 23rd January, 1956, that the following stands for omnibuses be cancelled:—

(w) A stand on the Southern side of Adelaide Terrace beginning at a point 40 feet East of the Eastern building alignment of Bennett Street and extending Eastwards 66 feet.

(x) A stand on the Southern side of Adelaide Terrace beginning at a point 40 feet East of the Eastern building alignment of Hill Street and extending Eastwards 66 feet.

(y) A stand on the Southern side of Adelaide Terrace beginning at a point 40 feet East of the Eastern building alignment of Victoria Avenue and extending Eastwards 66 feet.

(ai) A stand on the Northern side of St. George's Terrace beginning at a point 40 feet West of the Western building alignment of Victoria Avenue and extending Westwards 66 feet.

(aj) A stand on the Northern side of Adelaide Terrace beginning at a point 40 feet West of the Western building alignment of Hill Street and extending Westwards 66 feet.

(ak) A stand on the Northern side of Adelaide Terrace beginning at a point 40 feet West of the Western building alignment of Bennett Street and extending Westwards 66 feet.

(al) A stand on the Northern side of Adelaide Terrace beginning at a point 40 feet West of the Western Building alignment of Plain Street and extending Westwards 66 feet.

and the following inserted in lieu:—

(C16) A stand for the picking up and setting down of passengers only on the Northern side of St. George's Terrace commencing at a point 20 feet West of the Western building alignment of Victoria Avenue and extending Westwards 80 feet.

- (C17) A stand for the picking up and setting down of passengers only on the Northern side of Adelaide Terrace commencing at a point 20 feet West of the Western building alignment of Hill Street and extending Westwards for a distance of 80 feet.
- (C18) A stand for the picking up and setting down of passengers only on the Northern side of Adelaide Terrace commencing at a point 20 feet West of the Western building alignment of Bennett Street and extending Westwards 80 feet.
- (C19) A stand for the picking up and setting down of passengers only on the Northern side of Adelaide Terrace commencing at a point 20 feet West of the Western building alignment of Plain Street and extending Westwards 80 feet.
- (C20) A stand for the picking up and setting down of passengers only on the Southern side of Adelaide Terrace commencing at a point 20 feet East of the Eastern building alignment of Bennett Street and extending Eastwards 80 feet.
- (C21) A stand for the picking up and setting down of passengers only on the Southern side of Adelaide Terrace commencing at a point 20 feet East of the Eastern building alignment of Hill Street and extending Eastwards 90 feet.
- (C22) A stand for the picking up and setting down of passengers only on the Southern side of Adelaide Terrace commencing at a point 20 feet East of the Eastern building alignment of Victoria Avenue and extending Eastwards 100 feet.

Dated this 1st day of February, 1956.

W. A. McI. GREEN,
Town Clerk.

TOWN PLANNING AND DEVELOPMENT ACT, 1928.

Town Planning Scheme—Amendment and Amplification.

Municipality of Geraldton.

T.P.B. 86/55, Vol. 47.

NOTICE is hereby given that the Geraldton Municipal Council, on the 11th day of January, 1956, passed the following resolution that the Geraldton Municipal Council, in pursuance of section 7 of the Town Planning and Development Act, 1928-1953, amplify and amend the Geraldton Town Planning Scheme that was gazetted on 5th January, 1940, by excising from the residential area the whole of lot 1160, situate on the West side of Rowe Street, Wonthealla, and including this lot in the commercial area.

And notice is hereby given that details of the amendment referred to in the resolution have been delineated in the plan of the scheme deposited at the Council offices, 141 Eleanor Street, Geraldton, and will be open for inspection by all persons interested without payment of any fee from 10 a.m. to 4 p.m. on Mondays to Fridays inclusive, excluding public holidays.

Any objection to the proposed amendment should be forwarded to the Town Clerk, Municipality of Geraldton, on or before the 10th day of February, 1956.

KUNUNOPPIN-TRAYNING ROAD BOARD.

Notice of Intention to Borrow.

Proposed Loan No. 11 of £6,000.

PURSUANT to section 298 of the Road Districts Act, 1919-1951, the Kununoppin-Trayning Road Board 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 20 years at a rate not exceeding 5 per cent. interest, payable at the Superannuation Board, Perth, by half-yearly instalments of principal and interest.

Purpose: Bitumenous surfacing of roads.

Plans, specifications, estimates and the statement required by section 297 are open for inspection at the office of the Board during usual business hours for one month after the date of publication of this notice.

W. D. COUPIER,
Chairman.
J. M. FELGATE,
Secretary.

LAKE GRACE ROAD BOARD.

Notice of Intention to Borrow.

Proposed Loan (No. 21) of £750.

PURSUANT to section 298 of the Road Districts Act, 1919-1951, the Lake Grace Road Board hereby gives notice that it proposes to borrow money, by the sale of debentures, on the following terms and for the following purpose:—£750 for 10 years at a rate not exceeding 5 per cent. per annum interest, payable at the office of the Superannuation Board, Perth, by half-yearly instalments of principal and interest.

Purpose—The purchase of a piano and chairs and replacing the floor in the Newdegate Hall.

Special benefits to be conferred upon the Newdegate ward only.

Plans, specifications, estimates and the statement required by section 297 are open for inspection at the office of the Board during usual business hours, from 10th February, 1956, to 10th March, 1956.

D. L. ELLIOTT,
Chairman.
WM. COLQUHOUN,
Secretary.

ROAD DISTRICTS ACT, 1919-1954.

Laverton Road Board.

Notice of Intention to Borrow.

Proposed Loan No. 2—£5,000.

PURSUANT to section 298 of the Road Districts Act, 1919-1954, the Laverton Road Board hereby gives notice that it proposes to borrow money on the following terms and for the following purpose:—£5,000 for 20 years with interest at the rate of 5 per cent. per annum repayable at the Superannuation Board, Perth.

Purpose:—Purchase of new grader.

An estimate of the cost thereof and statement required by section 297 are open for inspection of ratepayers at the office of the Board for one month after the last publication of this notice, during office hours.

Dated 11th February, 1956.

E. C. DRAKE-BROCKMAN,
Chairman.
A. E. OVERTON,
Secretary.

ROAD DISTRICTS ACT, 1919-54.

Road Board Election.

Perth, 8th February, 1956.

IT is hereby notified, for general information, in accordance with section 92 of the Road Districts Act, 1919-54, that the following gentlemen have been elected Members of the undermentioned Road Boards to fill the vacancies shown in the particulars hereunder:—

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

Meekatharra Road Board.

*28th January, 1956; Lacy, Edward Fredric; Country; Pastoralist; Seat declared vacant; Howden, C. K.; unopposed.

Broomehill Road Board.

*4th February, 1956; McGuire, Terence James; South-East; Farmer; (b); Richardson, Edgar; unopposed.

*Denotes extraordinary election.

(Sgd.) GEO. S. LINDSAY,
Secretary for Local Government.

MARRADONG ROAD BOARD.

IT is hereby notified, for general information, that Ronald Gwynne, of Boddington, was appointed Traffic Inspector to the Marradong Road Board at a meeting of the Board on the 18th January, 1956.

J. J. O'BRIEN,
Chairman.

VERMIN ACT, 1918-1954.

Gingin Vermin Board.

NOTICE is hereby given under section 98 of the Vermin Act, 1918-54, that all owners and/or occupiers of all or any holdings either owned, rented, or leased, within the whole of the Gingin Vermin District shall on the 13th day of February, 1956, commence the work of destroying rabbits upon such holdings and upon the roads bounding and intersecting such holdings. The work shall be continued and systematically carried out until the 24th day of March, 1956.

The means to be adopted shall be either by ploughing and/or ripping of warrens, fumigating, and by extensive poisoning.

By Order of the Board.

K. D. GORDON,
Secretary.

VERMIN ACT, 1918-1953.

Dumbleyung Vermin Board.

NOTICE is hereby given, under section 98 of the Vermin Act, 1918-1953, that all owners and/or occupiers of all or any holdings, either owned, rented or leased, within the whole of the Dumbleyung Vermin District, shall, on the 15th day of February, commence the work of destroying rabbits on such holdings and upon all the roads bounding and intersecting such holdings.

The work shall be continued and systematically carried out until the 31st day of March, 1956.

The means to be adopted shall be the laying of poison baits in well defined trails. Baits to be composed of pollard and bran with phosphorus and/or oats with strychnine. Multiple trails to be laid when using phosphorus baits and ample free feeding when using strychnine. Warren ripping may be resorted to in addition.

E. A. P. EARL,
Secretary.

APPOINTMENTS.

Under Section 6 of the Registration of Births, Deaths and Marriages Act, 1894-1948.

Registrar General's Office,
Perth, 8th February, 1956.

THE following appointments have been approved:—

R.G. No. 163/53—Constable Alexander Read, as Assistant District Registrar of Births and Deaths for the Bruce Rock Registry District, to maintain an office at Kondinin, during the absence on leave of Constable Douglas William Wooldridge; appointment to date from 1st February, 1956.

R.G. No. 144/53—Constable Keith Maurice Blight, as Assistant District Registrar of Births and Deaths for the Katanning Registry District, to maintain an office at Broomehill, during the absence on leave of Constable Maxwell Kellow; appointment to date from 28th January, 1956.

R.G. No. 138/53—Constable Harry Middleton Thomas, as District Registrar of Births, Deaths and Marriages for the East Murchison Registry District, to maintain an office at Wiluna, during the absence on leave of Constable Ralph Hamilton Sharp; appointment to date from 2nd February, 1956.

R.G. No. 148/53—Constable Albert George Fergusson Rule, as Assistant District Registrar of Births and Deaths for the Bruce Rock Registry District, to maintain an office at Corrigin, *vice* Constable Roy Minnett, transferred; appointment to date from 15th January, 1956.

R.G. No. 187/53—Constable Robert Burns Primrose, as Assistant District Registrar of Births and Deaths for the Northam Registry District, to maintain an office at Trayning, during the absence on leave of Constable Wilfred Athol Leahy; appointment to date from 31st January, 1956.

R.G. No. 180/53—Constable Francis William Kelly, as Assistant District Registrar of Births and Deaths for the Irwin Registry District, to maintain an office at Perenjori, during the absence on leave of Constable Charles William Frank Butcher; appointment to date from 30th January, 1956.

R.G. No. 151/53—Constable Henry Charles Springhall, as Assistant District Registrar of Births and Deaths for the Plantagenet Registry District, to maintain an office at Denmark, during the absence on leave of Constable Frank Harrison Bibby; appointment to date from 20th November, 1955.

NORMAN B. BRICE,
Deputy Registrar General.

REGISTRATION OF MINISTERS.

Pursuant to Part III of the Registration of Births, Deaths and Marriages Act, 1894-1948.

Registrar General's Office,
Perth, 7th February, 1956.

Cancellations.

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

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

Church of England.

700/53; 1/1/56; Rev. Frederick Griffith Griffiths;
The Rectory, Merredin; Northam.

22/52; 1/2/56; The Very Rev. John Bell, M.M.;
The Deanery, St. George's Terrace, Perth;
Perth.

700/53; 1/2/56; Rev. Alan George Mee, Th.L.;
R.A.A.F. Station, Pearce; Swan.

Roman Catholic.

23/52; 1/2/56; Very Rev. Monsignor Thomas Lenihan, V.F.; The Presbytery, Gordon Street,
Northam; Northam.

NORMAN B. BRICE,
Deputy Registrar General.

MARKETING OF EGGS ACT, 1945-1955.

IT is hereby notified for general information that under the Marketing of Eggs Act, 1945-55, sections 31A and 31B, it has been declared that the following are the maximum retail prices for First Quality eggs as on and from the 30th January, 1956:—

Grade and Retail Price.

First Quality Hen—5s. 4d. per dozen.
First Quality Medium—4s. 2d. per dozen.
First Quality Duck—4s. 2d. per dozen.

Western Australian Egg Marketing Board.

V. POPE,
Secretary.

WESTERN AUSTRALIAN GOVERNMENT TENDER BOARD.

Tenders for Government Supplies.

Date of Advertising.	Schedule No.	Supplies Required.	Date of Closing.
1956.			1956
Jan. 24	23A, 1956	15in. and 21in. Sluice Valves	Feb. 16
Jan. 24	24A, 1956	4in., 6in., 8in. and 12in. Sluice Valves	Feb. 16
Jan. 24	30A, 1956	Stainless Steel Stock Pots	Feb. 16
Feb. 3	45A, 1956	School Exercise and Writing Books	Feb. 16
Feb. 3	47A, 1956	Detergents during period ending 31st March, 1957	Feb. 16
Feb. 3	49A, 1956	Caravan for Agricultural Protection Board	Feb. 16
Feb. 3	53A, 1956	Fish for Government Institutions	Feb. 16
Feb. 3	55A, 1956	Lathe, Drilling Machine, Bench Grinding Machine, Shearing Machine Brazing Hearth, Shaping Machine, Tinsmith's Ovens and Universal Woodworking Machine	Feb. 16
Feb. 3	59A, 1956	Mobile Shockproof X-ray Apparatus	Feb. 16
Feb. 3	61A, 1956	Roadmaking Gravel for Serpentine Trunk Main	Feb. 16
Feb. 3	62A, 1956	Structural Steel Work for Bulk Store at South Perth	Feb. 16
Feb. 3	64A, 1956	Roof Trusses for Medical School, Royal Perth Hospital	Feb. 16
Feb. 3	46A, 1956	Water Level Recorders	Feb. 23
Feb. 3	54A, 1956	Washing Machines, Polishers (Industrial and Domestic) and Vacuum Cleaners (Domestic and Semi-Industrial) (Recalled)	Feb. 23
Feb. 3	60A, 1956	Steel Windows for Merredin High School	Feb. 23
Feb. 7	67A, 1956	Caravan for Forests Department	Feb. 23
Feb. 7	70A, 1956	Surplus Buildings in Karri Dale Area	Feb. 23
Feb. 3	44A, 1956	Station Communication Equipment, East Perth to Bunbury, Specification No. 18/E.P.	Feb. 29
Jan. 31	48A, 1956	Portable Pumping Unit	Mar. 1
Feb. 3	39A, 1956	Hand-operated Derrick Cranes	Mar. 1
Dec. 6	814A, 1955	Equipment for Train to be constructed by W.A.G.R.	Mar. 1
Jan. 10	4A, 1956	High Tension Switchgear	Mar. 1
Jan. 24	28A, 1956	10in. and 18in. Cast Iron Reflux Valves	Mar. 1
Feb. 3	63A, 1956	Motor Vehicle Number Plates	Mar. 1
Feb. 3	65A, 1956	Milk for Kalgoorlie Hospital and Coolgardie Hospital	Mar. 1
Feb. 7	66A, 1956	Making of Staff Nurses and Sisters Uniforms	Mar. 1
Feb. 7	68A, 1956	Coffee and Chicory (Mixed) and Coffee Essence	Mar. 1
Feb. 7	69A, 1956	Cotton Waste for Engine Cleaning Purposes (recalled)	Mar. 1
Jan. 24	29A, 1956	Oxygen Meter for Department of Industrial Development	Mar. 8

Addresses—Liaison Offices—

W.A. Government Liaison Office,
Room, 13, 1st Floor, M.L.C. Buildings,
303 Collins Street, Melbourne.

W.A. Government Liaison Office,
Room 105, 82 Pitt Street, Sydney.
Agent General for W.A.,
115 The Strand, London, W.C. 2.

For Sale by Tender.

Date of Advertising	Schedule No.	For Sale.	Date of Closing.
1956.			1956.
Jan. 27	41A, 1956	Circular Power Saw ex Forests Department, Ludlow	Feb. 16
Jan. 27	42A, 1956	4 h.p. McDonald Diesel Engine (Stationary) ex Forests Department, Manjimup	Feb. 16
Feb. 3	52A, 1956	1950 model Chevrolet Utility ex Main Roads Department, Carnarvon	Feb. 16
Feb. 3	56A, 1956	Engines, Generator and Miscellaneous Mining Equipment	Feb. 16
Feb. 3	57A, 1956	1946 and 1948 model Dodge Sedans	Feb. 16
Feb. 3	58A, 1956	Morris "Commercial" Truck	Feb. 16
Jan. 10	3A, 1956	Horses, Mules and Saddlery Equipment ex Turkey Creek Police Station	Feb. 23
Jan. 10	5A, 1956	Horses, Mules and Saddlery Equipment ex Wyndham Police Station	Feb. 23
Jan. 10	6A, 1956	Horses, Mules and Saddlery Equipment ex Fitzroy Crossing Police Station	Feb. 23
Jan. 10	7A, 1956	Horses, Mules and Saddlery Equipment ex Derby Police Station	Feb. 23
Dec. 30	861A, 1955	Horses, Mules and Saddlery Equipment ex Halls Creek Police Station	Feb. 23

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.

10th February, 1956.

A. H. TELFER,
Chairman, Tender Board.

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

Tender Board No.	Date.	Contractor.	Schedule No.	Particulars.	Department concerned.	Rate.
1809/55	1956. Feb. 2	The Shell Co. of Aust., Ltd.	813A, 1955	Supply of 1,000 tons Diesel Fuel Oil, C.I.F., Wyndham	Wyndham Meat-works	£16 15s. per ton of 2,240 lb.
1949/55	do.	H. W. Atkinson	1A, 1956	Supply of Meat to Whitby Falls Mental Hospital at such times as may be ordered during period 2nd February, 1956, to 31st January, 1957	Medical	Rates on application.
1685/55	do.	Harris Scarfe & Sandovers, Ltd.	769A, 1955	Supply of 1 only Air Filter to Royal Perth Hospital	Public Works	£49.
1508/55	do.	R. P. McInerney & Co., Ltd.	668A, 1955	Supply of 1 only Deutz Air Cooled Diesel Engine Driving Alternating Current Generator, delivered to Electrical Workshops, East Perth	Public Works	£498.
....						
1898/55	do.	....	860A, 1955	Supply of Clover Seed and Medic Seed, as follows :—	Agriculture	
		Barrow Linton & Co. ....	....	Item 1—Clover Seed ....	....	1s. per lb., bags at 36s. dozen.
		Elder Smith & Co., Ltd. ....	....	Item 2—Barrel Medic Seed	....	3s. 6d. per lb., bags extra at 36s. dozen.
1915/55	do.	Herman Haege, Ltd.	844A, 1955	Supply of 5 bales Stockinette Beef Webbing, delivered C.I.F., Fremantle	Wyndham Meat-works	76½d. per lb.
1614/55	do.	....	751A, 1955	Supply of Water Coolers for North-West Schools, as follows :—	Public Works	
		J. & E. Ledger Pty., Ltd. ....	....	Item 1 ....	....	£118 10s.
		Swansea Frigidaire Division ....	....	Item 2 ....	....	£170.
		P. A. W. Motors	848A, 1955	Item 3 ....	....	£190.
1900/55	do.	....	....	Purchase and Removal of Secondhand 1948 model Commer 8 cwt. Van (Engine No. A. 100541-RVO)	Metropolitan Water Supply	£160.

Cancellation of Contract.

Tender Board No.	Date.	Contractor.	Particulars.
1809/55	1956. Jan. 20	Ampol Petroleum, Ltd.	Schedule No. 813A, 1955.—Supply of 1,000 tons Diesel Fuel Oil for Wyndham Meatworks.

THE UNIVERSITY OF WESTERN AUSTRALIA.

Annual Election by Convocation of One Member of the Senate.

THE following candidates have been nominated for election by Convocation, to fill the vacancy on the senate due to the automatic retirement of Dr. J. L. Rossiter:—

Gregson, Frederick, B.E. (W.A.).

Rogerson, Jean Ethel, B.Sc. (W.A.).

Sheard, Keith, D.Sc. (W.A.).

Simpson, Frederick William, D.O. (Oxon), M.B., B.S. (Adel.), J.P.

A postal ballot will be conducted between Tuesday, 14th February, and Tuesday, 6th March, and voting papers submitted by members of Convocation will be received at the University Office, Nedlands up to 5 p.m. on Tuesday, 6th March.

L. RICHARDS,
Clerk of Convocation.

BETTING CONTROL ACT, 1954.

IN accordance with the provisions of section 13, subsection 3 of the Betting Control Act, 1954, notice is hereby given of the registration of the undermentioned Premises under the said Act as premises in which betting may be carried on by a Bookmaker, together with the names of the persons to whom the Certificates of Registration have been issued.

Metropolitan Area.

Claremont.

208 Stirling Highway—Rodoreda, Alexander Patrick.

Country Area.

Kalgoorlie.

313 Hannan Street—Le Boydre, Louis Henry.

T. H. ANDERSEN,
Chairman, The Betting Control Board,
of Western Australia.

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 336 of 1955.

Between Amalgamated Engineering Union of
Workers, Kalgoorlie Branch, Applicant, and
Lake View and Star Limited, Respondent.

And No. 347 of 1955.

Between Lake View and Star Limited, Applicant,
and Amalgamated Engineering Union of
Workers, Kalgoorlie Branch, Respondent.

HAVING heard Mr. H. Symons on behalf of the
Union and Mr. F. S. Cross on behalf of the Em-
ployers, the Court, in pursuance of the powers con-
tained in section 92 of the Industrial Arbitration
Act, 1912-1952, doth hereby order and declare that
Award No. 26 of 1947, as amended, be and the same
is hereby further amended and consolidated with
such amendments in the terms of the attached
Schedule.

This order shall operate as from the beginning
of the first pay period commencing after the date
hereof.

Dated at Perth this 22nd day of December, 1955.

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

Schedule.

1.—Name of Award.

This Award shall be known as the Engineers
(Gold Mining) Award No. 26 of 1947 as amended
and consolidated.

2.—Arrangement.

1. Name of Award.
2. Arrangement.
3. Term.
4. Area.
5. Wages.
6. District Allowances.
7. Hours (other than Continuous Process
Workers).
8. Overtime (other than Continuous Process
Workers).
9. Continuous Process Workers.
10. Rest Period after Overtime.
11. Annual Leave and Holidays.
12. Weekly Hiring.
13. Payment for Sickness.
14. Shifts.
15. Payment of Wages.
16. Record Book.
17. Representative Interviewing Workers.
18. No Reduction.
19. Higher Duties.
20. Special Rates and Provisions.
21. Definitions.
22. Employment.
23. University or School of Mines or Technical
College Students.
24. Apprentices.
25. Board of Reference.
26. Under-rate Workers.
27. Piecework.

Schedule I.—District Allowances.

Schedule II.—Apprenticeship Regulations.

3.—Term.

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

(This Award was delivered on the 24th December,
1947.)

4.—Area.

This Award shall apply to the goldmining industry
and shall operate over the Yilgarn, Coolgardie,
Broad Arrow, Dundas, Phillips River, East Cool-
gardie, North Coolgardie, North-East Coolgardie,
Mount Margaret, East Murchison Goldfields, and
the Murchison, Yalgoo, Peak Hill and Gascoyne
Goldfields, and the area outside those goldfields in
Western Australia comprised within the 20th and
26th parallels of latitude.

5.—Wages.

(a) Basic wage at the rate of £12 14s. 1d. per
week.

(2)—93295

(b) Industry allowance at the rate of one pound
fifteen shillings (£1 15s.) per week (or seven shil-
lings (7s.) per shift).

(c) Occupation—

	Margin Per Week.		
	£	s.	d.
(1) Driller and/or screwer	1	15	0
(2) Motor attendant	1	15	0
(3) Switchboard attendant	1	15	0
(4) Electrical wireman or linesman	2	17	6
(5) Pipe fitter	2	2	6
(6) Coppersmith	3	15	0
(7) Blacksmith	3	15	0
(8) Electrical fitter	3	15	0
(9) Fitter	3	15	0
(10) Motor mechanic	3	15	0
(11) Turner	3	15	0
(12) Universal miller	3	15	0
(13) Miller	3	15	0
(14) Borer	3	15	0
(15) Planer	3	15	0
(16) Shaper	3	15	0
(17) Slotter	3	15	0
(18) Radial driller	3	15	0
(19) Driller using cutter bar	3	15	0
(20) Oxy-acetylene and electric welder	3	15	0
(21) Patternmaker	4	17	6
(22) Drill doctor	2	17	6

(d) Apprentices—

Percentage of
Basic Wage
District Allowance
and Industry
Allowance.

First year	30
Second year	45
Third year	60
Fourth year	80
Fifth year	100

(e) Casual Workers.—Casual workers shall be
paid ordinary rates plus ten per cent. (10%).

(f) No Reduction.—In any classification in which
the effect of the order of the Court dated the 7th
day of April, 1955, would be to reduce the secondary
wage payable to workers in such classification, such
workers shall be entitled to receive a total second-
ary wage equal to the amount payable under this
Award immediately preceding the date of that
order.

(For the purposes of this paragraph the term
"secondary wage" means the difference between the
total wage payable (including the industry allow-
ance) and the basic wage.)

6.—District Allowances.

Payments shall be made in accordance with the
provisions contained in Schedule I annexed hereto,
so far as applicable.

7.—Hours (other than Continuous Process
Workers).

(a) The ordinary working hours shall not exceed
forty (40) in any one week, and shall not exceed
eight (8) hours daily, to be worked between the
hours of 7 a.m. and 5 p.m., from Monday to
Friday inclusive.

(b) Lunch interval shall not exceed forty-five
(45) minutes.

(c) Workers working underground shall work
the hours provided in the Award governing mem-
bers of the Australian Workers' Union.

8.—Overtime (other than Continuous Process
Workers).

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

(b) For all work done on Saturdays, payment
shall be at the rate of time and a half for the first
two (2) hours and double time thereafter.

(c) Repairs to the machinery of the employer
which is broken down and has caused a stoppage
of operations shall be paid for at the rate of time
and a half on Saturdays, Sundays and holidays.

(d) Work done on Sundays and holidays shall be
paid for at the rate of double time.

(e) When a worker is recalled to work after leaving the premises, he shall be paid for at least two (2) hours at overtime rates.

(f) When a worker, without being notified on the previous day, is required to continue working after the usual knock-off time for more than one (1) hour or (in the case of a day-worker) after 5.30 p.m., whichever is the later, he shall be provided with any meal required or shall be paid three shillings and sixpence (3s. 6d.) in lieu thereof.

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

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

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

(j) (i) Within the limits prescribed by the Mines Regulation Act and the regulations made thereunder, an employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

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

9.—Continuous Process Workers.

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

(b) A worker called upon to work a sixth shift in any week shall be paid at the rate of time and a half.

(c) For work done beyond the hours of duty on any day except holidays, payment shall be at the rate of time and a half for the first two (2) hours and double time thereafter.

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

(e) 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.

(f) When a worker, without being notified on the previous day, is required to continue working after the usual knock-off time for more than one (1) hour, or (in the case of a day-worker) after 5.30 p.m., whichever is the later, he shall be provided with any meal required or shall be paid three shillings and sixpence (3s. 6d.) in lieu thereof.

(g) Work done on Sundays during the ordinary hours of duty shall be paid for at the rate of time and a half.

(h) Work done on holidays shall be paid at double time, except work in connection with repairs to machinery which has broken down and has caused a stoppage of operations.

10.—Rest Period after Overtime.

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

(b) Where a worker (other than a casual worker) has not had at least eight (8) consecutive hours off duty between his usual finishing time on one day and his usual starting time on the next day, the following provisions shall apply:—

(i) He shall, if he so desires, be entitled to have eight (8) consecutive hours off duty from the completion of his overtime work until he next commences work, but shall not be paid for such time off duty.

(ii) If on the instructions of the employer, he continues or resumes work at his ordinary starting time without having such eight (8) hours break, he shall be paid at overtime rates for the balance of the hours less than eight (8) which he has not had off duty. Hours of overtime actually worked since his last usual finishing time, shall be counted in computing the actual rate of overtime under this paragraph.

(iii) If a worker, of his own volition, continues or resumes work at his ordinary starting time without such break, he shall be paid at ordinary rates.

11.—Annual Leave and Holidays.

(a) Each worker shall be entitled to three (3) weeks' annual leave on full pay or, should the period of continuous employment be less than one year, the worker shall be paid a sum proportionate as his length of service is to the full year's employment. Annual leave shall be taken at a time suitable to the convenience of the employer; provided that, where a worker is dismissed for wilful misconduct, he will not be entitled to the benefits of this clause.

(b) Continuous process workers shall be granted one (1) week's leave on full pay, in addition to the leave prescribed in subclause (a) hereof. Workers who have worked as continuous process workers for less than two hundred and forty-one (241) shifts at ordinary rates of pay shall be granted the proportion of the additional week. The quantum of annual leave to be allowed to a worker shall, for service prior to the 28th day of December, 1955, be calculated in accordance with the provisions of the Award applicable before that date, and for service subsequent to the 28th day of December, 1955, in accordance with the provisions of this subclause.

(c) The amounts to be paid under subclauses (a) and (b) shall be calculated at the rate prevailing at the time the payment is made.

(d) The provisions as to annual leave shall not apply to casual workers.

(e) Subject to clauses 8 (c) and (d) and 9 (h), the following shall be paid holidays:—Christmas Day, Good Friday, Easter Monday, Labour Day and one additional day in each calendar year to be nominated by the employer. If Christmas Day falls on a Sunday the following Monday shall be observed. Provided that any worker who does not present himself for work (if required) on the working day following any of the abovementioned holidays shall not be entitled to be paid for such holiday unless he produces proof satisfactory to the employer that he was prevented by sickness from presenting himself for work on any such day and that such sickness was not due to intemperance or misconduct.

(f) If any of the holidays prescribed in subclause (e) falls during a worker's period of annual leave and is observed on a day which in the case of that worker would have been an ordinary working day, the worker shall be paid one extra day at ordinary rates for that day or, at his option, have one day on full pay added to that period for each such holiday.

12.—Weekly Hiring.

(a) A week's notice of intention to terminate the employment shall be given on either side, except in the case of casual workers.

(b) The employer shall be under no obligation to pay for any day not worked upon which the worker is required to present himself for duty, except such absence from work is due to illness and comes within the provisions of clause 13, or

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

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

(d) The employer shall be entitled to deduct payment for any day or portion of a day upon which 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.

13.—Payment for Sickness.

(a) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health for 1/10th of a week's pay at the Award rate for each 23.7 shifts actually worked, at ordinary rates of pay: Provided that, subject to subclause (d) hereof, payment for absence through such ill-health shall be limited to one week's pay in each calendar year. Payment hereunder may be adjusted at the end of each calendar year, or at the time the worker leaves the service of the employer, in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred. This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

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

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

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

(e) Any time in respect of which a worker is absent from work, except time for which he is entitled to claim sick pay under the preceding provision shall not count for the purpose of determining his right to holidays.

14.—Shifts.

(a) Men working shifts not subject to weekly rotation shall be paid for each shift other than day shift at the rate of time and one quarter. The roster known as the Great Boulder Roster and other accepted variations thereof, shall be deemed to be subject to weekly rotation.

(b) A worker employed on any shift other than day shift shall be paid five per cent. (5%) in addition to his ordinary rate.

(c) Work other than day shift shall not be recognised as afternoon or night shift unless in either case five (5) consecutive afternoons or nights are worked; but shall be deemed to be overtime. On completion of the fifth consecutive afternoon's or night's work, the worker shall be deemed to have been employed on afternoon or night shift, as the case may be, during the preceding four (4) afternoons or nights, and thereafter during any subsequent consecutive afternoons or nights he is so employed.

15.—Payment of Wages.

Pay day shall be in accordance with section 55 of the Mines Regulation Act. Any worker leaving or being discharged shall be paid the full amount

of wages due to him within one hour of ceasing work or, within one hour of the opening of the office, if such office was closed at the time of his ceasing work, whenever same is practicable.

16.—Record Book.

A time and wages book shall be kept by each employer, in which shall be entered the name of each worker, the nature of the work he is doing, the hours worked each day, and the amount of wages received by him each week. The employer shall be responsible for the proper posting of the book each week. The said book shall be open to the authorised representative of the Union at any time during working hours, and he shall be allowed to take necessary extracts therefrom. Provided that any system of automatic recording by means of machines shall be deemed a compliance with this provision to the extent of the information recorded.

17.—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, or at some other period convenient to the employer, on the business premises of the employer, but this permission shall not be exercised without the consent of the employer more than once in any one week.

18.—No Reduction.

Any worker who has been, prior to the date of this Award, in receipt of a higher rate of pay for his particular class of work than that prescribed by the Award heretofore in force, shall not by reason of this Award suffer any reduction in the amount by which such higher rate of pay exceeded the amount formerly prescribed; such excess amount shall not be affected by this Award.

19.—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.

20.—Special Rates and Provisions.

(a) Height Money.—Tradesmen and welders engaged on the surface in the erection, repair and/or maintenance of steel frame buildings, smoke stacks, bridges or similar structures at a height of fifty (50) feet or more above the nearest horizontal plane shall be paid at the rate of one shilling and tenpence (1s. 10d.) per shift extra.

(b) (i) Goggles, glasses and gloves or other efficient substitutes therefor shall be available for the personal use of any worker engaged in welding.

(ii) Every worker shall sign an acknowledgment on receipt thereof and on leaving employment shall return the same to the employer.

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

(iv) No worker shall lend another worker the goggles, glasses or gloves or substitutes issued to such firstmentioned worker, and if the same are lent, both the lender and borrower shall be deemed guilty of wilful misconduct.

(v) 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.

(c) Leading Hands.—Leading hands in charge of not less than three (3) and not more than ten (10) workers shall be paid at the rate of fifteen shillings (15s.) per week extra; more than ten (10) and not more than twenty (20) workers, thirty shillings (30s.) per week extra; more than twenty (20) workers, forty-five shillings (45s.) per week extra.

(d) Dirt Money.—Workers employed on dirty work, or in wet places, shall be paid two pence (2d.) per hour extra. In case of a dispute as to

whether the work is or is not dirty or wet, it shall be referred to the Board of Reference, whose decision shall be final.

(e) A fitter or other tradesman, not specially employed as a welder, who, in addition to his employment as such is also required to do welding, shall be entitled to receive one shilling (1s.) per day extra whilst so employed.

(f) Workers in very wet places shall be provided with oilskin coats and rubber boots.

(g) Heat Money.—(i) Workers employed for more than one (1) hour in the shade where the artificial temperature is between 115° and 130° Fahrenheit shall be paid twopence (2d.) per hour extra.

(ii) Workers employed for more than one (1) hour where the artificial temperature exceeds 130° Fahrenheit shall be paid fourpence (4d.) per hour extra. Where work continues for more than two (2) hours in temperatures exceeding 130° Fahrenheit, workers shall be entitled to twenty (20) minutes rest after every two (2) hours, without deduction of pay.

(h) Confined Space.—Workers employed in confined spaces as hereinafter defined, shall be paid fourpence (4d.) per hour extra. "Confined space" means a working space the dimensions of which necessitate a worker working continuously in a stooped or otherwise cramped position, or without proper ventilation, or where confinement within a limited space is productive of unusual discomfort.

(i) Fumes.—Workers engaged on repair work to the roasters, under circumstances subjecting them to serious inconvenience from fumes, shall be entitled to payment of eightpence (8d.) per hour extra, with a minimum of one shilling and fourpence (1s. 4d.), while so engaged.

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

21.—Definitions.

(a) "Motor mechanic" means a worker employed in fitting, turning, making, repairing, altering, assembling, or testing the metal parts of motor cars or any other motor vehicle.

(b) "Patternmaker" means a tradesman engaged in the making of patterns in wood.

(c) "Electrical fitter" means a tradesman employed in making, repairing, altering, assembling, testing, winding or wiring electrical machines, instruments, meters or other apparatus, other than wires leading thereto, but a worker whose duty consists of placing electrodes in "neon" tubes sealed by the worker shall not be deemed for that reason to be an electrical fitter.

(d) "Electrical wireman" means a worker engaged in installing electric light, meters, bells, or telephones, or running, repairing and testing of wires used for power, light or heating purposes.

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

(f) "Motor attendant" means a worker engaged in stopping or starting motors, replacing motor fuses, oiling or cleaning motors, and who shall be engaged exclusively on such work.

(g) "Switchboard attendant" means any worker attending to or in charge of any switchboard, or doing any work necessary for the working of the same other than repairs or additions.

(h) "Pipe fitter" means any worker employed on pipe work but does not include a worker solely engaged in assembling joining and fixing pipes. All work on live steam pipes shall be a tradesman's work.

(i) "Casual hand" means any worker who is dismissed through no fault of his own before the expiration of one week of his employment.

(j) "Drill doctor" shall mean a worker, other than a tradesman, engaged in assembling, renewing or putting together the parts of a rock drill as received from the maker and in servicing same when assembled, but does not include a worker engaged in any work in the nature of altering or repairing such parts, which is the work of a fitter.

22.—Employment.

(a) Subject to the provisos contained hereunder, preference of employment in the industry to which this Award relates shall be given to members of the Amalgamated Engineering Union of Workers, Kalgoorlie Branch, or to members of any other registered industrial union which is a party to an Award or industrial agreement in the gold mining industry or to persons who give the employer an undertaking in writing to make application to join any such registered union, within one month of accepting employment.

Provided that—

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

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

(b) Where a worker, not having been a member of the relevant Union at the time of his engagement, applies for membership of the Union within one month of his engagement it shall be deemed that no question of preference has arisen.

(c) If during the continuance of this Award, anything in the nature of a strike occurs in the industry hereby regulated, or if there is any restriction in output by the workers or any section thereof acting in concert, the benefit of this clause shall thereupon cease and determine insofar as the particular union or unions involved is, or are concerned.

For further assurance, and without modification of or prejudice to the foregoing provisions of this subclause, the employer may at any time apply to the Court, upon giving seven (7) days' notice to the Union, for a declaration hereunder and the consequential cancellation of this clause, and the Court, upon cause being shown, shall make a declaration and order accordingly appropriate to the particular case.

(d) The provisions of this clause shall not apply to junior workers, apprentices, or to members of the staff of any mine.

(e) The operation of this clause is suspended pending further order.

(f) Liberty is reserved to the Union to apply for the amendment of this clause.

23.—University or School of Mines or Technical College Students.

Provision may be made by agreement between an employer and University or School of Mines or Technical College students as to terms and conditions of employment. Any such agreement shall be submitted to the Court for approval within one month after the making thereof. Provided always that this clause shall only apply in the case of a day time student who has not completed his course at the University or School of Mines or Technical College and where such employment is for the purpose of giving him practical experience and/or assisting the student to complete his course of study.

24.—Apprentices.

(a) The provisions of Schedule II hereto, marked "Apprenticeship Regulations," subject to any modifications or alterations contained in this clause, are hereby embodied in and form part of this Award.

(b) The maximum number of apprentices allowed to any employer shall be in the proportion of one (1) apprentice to every two (2) or fraction of two (2) journeymen employed by him in that branch; provided that the fraction of two (2) shall not be less than one.

(c) If the apprentice is employed on a mine and the mine ceases any operations in which the apprentice is engaged, the apprenticeship may be terminated, in which case the apprentice shall be given a certificate to show the time he has served, and the employer shall endeavour to find him another employer willing to complete the term. Should the apprentice desire to complete his apprenticeship with another employer, the certificate he has received from the former employer shall be "prima facie" evidence of the wages he is entitled to receive and the period necessary to complete his apprenticeship.

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

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

(f) Apprentices shall be allowed to one of the following trades, namely, patternmaker, copper-smith, electrical fitter, blacksmith, fitter and/or turner, machinist motor mechanic, welder.

25.—Board of Reference.

(a) The Court hereby appoints for the purposes of the Award, a Board of Reference for each mine.

(b) The Board shall consist of a chairman, who, failing agreement between the parties, shall be appointed by the Court, and two (2) other representatives, one to be nominated by each of the parties.

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

(i) deciding matters specifically referred to in the Award as being the subject-matter of a decision of the Board;

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

(iii) deciding all matters and questions referred to in the Award as being the subject of mutual agreement, if not agreed upon;

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

(d) An appeal shall lie from any decision of such Board in the manner and subject to the conditions prescribed in the regulations to the Industrial Arbitration Act, 1912-1952, which for this purpose are embodied in and form part of this Award (regulation 106).

(e) There shall be no cessation of work pending the reference to and the settlement of any dispute by the Board.

26.—Under-rate Workers.

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

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

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

27.—Piecework.

(a) Subject to the minimum wage rates and other conditions herein prescribed, an employer may remunerate any of his workers under any system of payment by results.

(b) The Union may, during the currency of the Award, apply to the Court for the correcting or regulation of any piecework rate, time bonus rate, task rate, or any other system of payment by results.

Schedule I.—District Allowances.

(i) In addition to the wages prescribed in clause 5 of this Award, the following allowances shall be paid for five (5) days per week to workers employed in the districts which are hereinafter respectively described, with the exception of districts contained therein which are situated within a radius of ten (10) miles of Kalgoorlie, Coolgardie, and Southern Cross, viz:—

(a) First District.—Lying South of Kalgoorlie and comprised within lines starting from Kalgoorlie, then West-South-West to Woolgangie, thence South-East to Dundas, thence North-East to a point ten (10) miles east of Karonie on the Trans-Australian line, and thence back to Kalgoorlie; at the rate of five shillings and threepence (5s. 3d.) per week extra for those mines within ten (10) miles of the railway and eight shillings (8s.) per week for those outside.

(b) Second District.—Starting from Kalgoorlie West-South-West to Woolgangie, thence North-North-West to the intersection of the 120 E. meridian with the 30 S. parallel of latitude, thence North-East by East to Kookynie, thence back to the point ten (10) miles East of Karonie on the Trans-Australian line, and thence back to Kalgoorlie; at the rate of seven shillings (7s.) per week extra for those mines within ten (10) miles of the railway and nine shillings (9s.) per week for those outside.

(c) Third District.—Starting from and including Kookynie, then North by West to Kurrajong, thence North-East to Stone's Soak, thence South-East to and including Burtville, thence South-West through Pindinnie to Kookynie; at the rate of seven shillings (7s.) per week extra for those mines within ten (10) miles of the railway and nine shillings (9s.) per week for those outside.

(d) Fourth District.—Surrounding Southern Cross within a radius of thirty (30) miles; for those mines outside a radius of ten (10) miles from Southern Cross, including Westonia and Bullfinch, at the rate of two shillings and sixpence (2s. 6d.) per week.

(e) Fifth District.—Comprising all mines not specifically defined in the foregoing boundaries, but within the area comprised within the 24th and 26th parallels of latitude; at the rate of twelve shillings (12s.) per week.

(ii) Notwithstanding anything herein contained, the following allowances shall be paid in the districts or mines mentioned hereunder:—

	Per Week.
	s. d.
Ora Banda and Waverley Districts	7 0
Yalgoo District	7 0
Meekatharra, Mt. Magnet and Cue Districts	8 6
Wiluna District	10 0
Youamni District	10 0
Cox's Find Gold Mine	9 0
Corduroy Gold Mine and mines with- in ten (10) miles radius therefrom	12 0
Lallah Rooke Gold Mine, Halley's Comet Gold Mine, Prophecy Gold Mine, and mines within ten (10) miles radius therefrom	15 0
Mayfield District	7 0
Evanston District	10 0

With regard to the Meekatharra, Mt. Magnet, Cue and Yalgoo and Wiluna Districts, an additional allowance at the rate of one shilling and sixpence (1s. 6d.) per week shall be paid to workers employed at mines situated five (5) miles from a Government railway.

With regard to the Big Bell Gold Mine, the Triton Gold Mine, and Cox's Find Gold Mine, the sum of one shilling and sixpence (1s. 6d.) per week may be deducted from the district allowance which would otherwise be paid.

(iii) In the case of any mine or district within the area to which this Award applies which is not dealt with under the provisions of this Schedule, the Union may apply to the Court at any time for the purpose of having an allowance prescribed, upon serving upon the employer concerned fourteen (14) days' notice thereof prior to the date of such application the service of such notice shall be made pursuant to the provisions relating thereto prescribed by the regulations under the Industrial Arbitration Act, 1912-1952.

Schedule II.

APPRENTICESHIP REGULATIONS.

Definitions.

1. (1) "Act" means the Industrial Arbitration Act, 1912-1941, and any alteration or amendment thereof for the time being in force.

(2) "Apprentice" means any person of either sex of any age who is apprenticed to learn or be taught any industry, trade, craft or calling to which these regulations apply, and includes an apprentice on probation.

(3) "Award" includes Industrial Agreement.

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

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

(6) "Minor" means a person not less than fourteen years of age and not more than eighteen years of age who customarily works under the direction of or in association with an employer, master, or journeyman upon the material and with the tools or implements used in the industry.

Employment—Probation.

2. No minor shall (except where provision is otherwise made in this Award) be employed or engaged in the industry, except subject to the conditions of apprenticeship or probationership herein contained.

3. (1) Every apprentice shall be employed on probation for a period of three months to determine his fitness or otherwise for apprenticeship, and shall work only for such hours per day and for such remuneration as may be prescribed by the Award. In the event of his becoming an apprentice such probationary period shall be counted as part of the term of apprenticeship.

(2) The Court may in any case where it seems expedient to do so, order that the probationary period of employment be extended for a further period not exceeding three months.

4. (a) Any employer taking an apprentice on probation shall within 14 days thereafter register such probationer by giving notice thereof to the Registrar in the prescribed form. If at the date of the coming into operation of these regulations an employer is employing any apprentice or probationer who has not been duly registered as such, he shall forthwith apply for the due registration of such apprentice or probationer.

(b) At the end of the period of probation of each apprentice, if mutually agreed upon by the employer and the legal guardian of the boy, but not otherwise, he may become an apprentice under an agreement.

5. The employer of every apprentice shall keep him constantly at work and teach such apprentice or cause him to be taught the industry, craft, occupation or calling in relation to which he is bound apprentice, by competent instruction in a gradual and complete manner, and shall give such apprentice a reasonable opportunity to learn the same, and receive, during the period of his apprenticeship, such technical, trade and general instruction and

training as may be necessary. And every apprentice shall, during the period of his apprenticeship, faithfully serve his employer for the purpose of being taught the industry, craft, occupation, or calling in relation to which he is bound, and shall also conscientiously and regularly accept such technical, trade, and general instruction and training as aforesaid, in addition to the teaching that may be provided by his employer.

6. The employer and the apprentice respectively shall be deemed to undertake the duty which he agrees to perform as a duty enforceable under an Award of the Court.

Apprenticeship Board.

7. (i) The Court may on its own motion or on the application of any of the parties, or on the recommendation of an Industrial Board, appoint a Board for the purpose of dealing with all matters affecting apprentices assigned to the determination of the Board by the Court, and in particular to perform and discharge all powers and duties in these regulations and therein to be performed and discharged by the Court, except such powers and duties as are specially assigned to the Court by the Act.

(ii) The Board shall consist of the following:—

(a) A chairman, to be appointed by the Court, and

(b) representatives of the employers and workers respectively, one or two on each side, as may be decided by the Court.

(iii) The Board shall be invested with the following powers and functions in addition and without prejudice to those mentioned in (i):—

(a) To endeavour to promote apprenticeships under this Award;

(b) to draw up syllabi of training and to arrange for the periodical examination of apprentices;

(c) to permit in any special circumstances the taking or employment of an apprentice by an employer, notwithstanding that the quota fixed by the Award in any particular case may be exceeded;

(d) to enter any factory, workshop, or place where an apprentice is employed or appoint any other person for that purpose and inspect the conditions under which any apprentice is employed;

(e) to require any employer to furnish the Board with any specified information relating to any trade or industry subject to this Award, or any of the workers engaged therein, with a view to determining whether there is a sufficient number of apprentices being trained to meet future requirements and in the interests of the community;

(f) to advise the Court as to all matters appertaining to apprentices.

(iv) A majority of the members of the Board, one of whom must be the chairman, shall constitute a quorum.

(v) The decision of the Board shall be the decision of the majority of the members and shall be signed by the chairman and forwarded to the Registrar.

(vi) Either party, with the consent of the Court, may at any time alter its representative.

8. (a) No employer shall refuse employment to any person, or dismiss any worker from his employment, or injure him in his employment, or alter his position to his prejudice, by reason merely of the fact that the worker is a member of the Board, or by reason merely of anything said or done or omitted to be done by any such person or worker in the course of his duty as such member.

(b) In any proceeding for any contravention of this subclause it shall lie upon the employer to show that any person proved to have been refused employment, or any worker proved to have been dismissed or injured in his employment or prejudiced whilst acting as such member was refused employment or dismissed or injured in his employment or prejudiced for some reason other than that mentioned in this subclause.

Agreement of Apprenticeship.

9. (a) All agreements of apprenticeship shall be drawn up on a form approved by the Court, and signed by the employer, the legal guardian of the apprentice, the apprentice, and the Registrar. No employer, guardian, or apprentice shall enter into any agreement or undertaking purporting to add to, vary, alter or amend any such agreement without the approval of the Court.

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

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

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

10. Every agreement entered into by the employer and the legal guardian of the apprentice shall be for a period of five years, or such other period as may be prescribed by the Award, but this period may be reduced in special circumstances with the approval of the Court.

11. Every agreement of apprenticeship entered into shall contain—

- (a) the names and addresses of the parties to the agreement;
- (b) the date of birth of the apprentice;
- (c) a description of the industry, craft, occupation or calling or combination thereof to which the apprentice is to be bound;
- (d) the date at which the apprenticeship is to commence and the period of apprenticeship;
- (e) a condition requiring the apprentice to obey all reasonable directions of the employer and requiring the employer and apprentice to comply with the terms of the industrial Award so far as they concern the apprentice;
- (f) a condition that technical instruction of the apprentice, when available, shall be at the employer's expense, and shall be in the employer's time, except in places where such instruction is given after the ordinary working hours;
- (g) a condition that in the event of any apprentice, in the opinion of the examiners, not progressing satisfactorily, increased time for technical instruction shall be allowed at the employer's expense to enable such apprentice to reach the necessary standard;
- (h) the general conditions of apprenticeship.

Transfer of Apprentices.

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

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

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

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

13. Should an employer at any time before the determination of the period of apprenticeship desire to dispense with the service of the apprentice he may with the consent of the apprentice and guardian transfer him to another employer carrying on

business within a reasonable distance of the original employer's place of business willing to continue to teach the apprentice and pay the rate of wages prescribed by the Court in its Award or otherwise according to the total length of time served, and generally to perform the obligations of the original employer.

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

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

16. Where a person is apprenticed to partners his agreement of apprenticeship shall upon the retirement or death of any partner be deemed to be assigned to the continuing partner or partners.

Cancellation of Agreement.

17. Every agreement shall include a provision that it may be cancelled by mutual consent, by the employer and the legal guardian of the apprentice giving one month's notice in writing to the Court and to the parties concerned that such apprenticeship shall be terminated.

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

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

20. No apprentice employed under a registered agreement shall be discharged by the employer for alleged misconduct until the registration of the agreement of apprenticeship has been cancelled by order of the Court on the application of the employer.

Provided, however, that an apprentice may be suspended for misconduct by the employer, but in any such case the employer shall forthwith make an application for cancellation of the agreement of apprenticeship, and in the event of the Court refusing same the wages of the apprentice or such portion thereof, if any, as the Court may order shall be paid as from the date of such suspension, and, in the event of the application for cancellation being granted, such order may take effect from the date when the apprentice was suspended.

21. Subject to the provisions of the Acts relating to Bankruptcy and Insolvency and the Winding-up of Companies, the following provisions shall apply:—

- (a) The Trustee or Liquidator, as the case may be, may give written notice to the apprentice and his parent or guardian of his intention to discontinue the employment of the apprentice from a date to be named in such notice and thereupon the agreement shall be deemed to be terminated from the said date.

- (b) Neither the apprentice, his parent or guardian, shall have any right of action against the employer unless the Court specifically authorises the same after consideration of the circumstances, and in any

event, any proceedings for damages hereunder authorised by the Court must be commenced within six weeks after the service on the apprentice of the notice referred to in subclause (a) hereof, otherwise any claim for damages shall be deemed to be waived and forfeited.

- (c) If the contract of apprenticeship is transferred on the bankruptcy or insolvency of the employer, to another employer, the apprentice named in such contract shall not be counted in calculating the proportion of apprentices to other labour.

Extension of Term.

22. Subject to regulation 38, time lost by the apprentice through sickness or any other cause whatsoever may, with the consent of the Court, on the application of any party, be added to the original term in the Apprenticeship Agreement at the end of the year of service in which the time has been lost or at the termination of the apprenticeship period.

23. The term of apprenticeship may be extended by the Court on the failure of an apprentice to pass two successive periodical examinations, either by ordering a continuation of any particular year of the apprenticeship, in which case the next year of service shall not commence until after the expiration of the extended period, or by adding the period of extension to the last year of service. It shall be the duty of the examiners to make any recommendation they see fit to the Court for the purpose of such extension. Any extension of the term of apprenticeship shall be subject to all the conditions and stipulations in the original agreement, except as to rates of wages, which shall be such amount as the Court may determine. (See also regulations 34 and 35.)

Technical Education Classes.

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

(b) The fees for the classes attended by the apprentice shall be paid for by the employer.

(c) The period during which apprentices are to attend such technical school or classes, if any, shall be four hours per week.

25. Any apprentice who—

- (a) fails without reasonable cause, the proof whereof lies on him, to attend any technical school or class punctually when such is available for instruction, at the time appointed for the commencement of the school or class, or leaves school or class before the time appointed for leaving, without the permission of the teacher; or
- (b) fails to be diligent or behaves in an indecorous manner while in such school or class; or
- (c) destroys or fails to take care of any material or equipment in such school or class, shall be deemed to commit a breach of the Award and shall be liable for each such breach to a penalty not exceeding two pounds.

26. Where in any case it is shown to the satisfaction of the Court that any apprentice, by reason of his engagement on country work or other good cause, cannot conveniently attend a technical school

or other prescribed classes, such of these regulations as relate to attendance at a technical school or other prescribed classes, and to examinations, shall not apply to such apprentice, but he shall be subject to such conditions as the Court may direct.

27. If the examiners or the industrial Union or employer concerned make representations to the Court that the facilities provided by the technical school or other place of vocational training for the teaching of apprentices, are inadequate, the Court make such investigations and such report to the Minister controlling such technical school, or such other place, as it deems necessary.

28. When an apprentice attends a technical school, vocational classes, or other class or classes of instruction during his ordinary working hours, where such is prescribed, the time so occupied shall be regarded as part of the term of his apprenticeship, and the employer shall not be entitled to make any deduction from the wages of the apprentice for such time.

Examinations.

29. (a) Every apprentice shall be bound to submit himself to examination at the places and times appointed by the Registrar after consultation with the examiners.

(b) Every apprentice shall, prior to submitting himself to examination, if required by the examiners, produce to the examiners a certificate that he has made at least 70 per centum of attendances at the technical school or other place of instruction, unless he is exempted from such attendance for good cause.

(c) The Registrar shall notify the examiners of the names and addresses of the apprentices required to submit themselves to examination and the attendances made by them at the technical school, should such information be in his possession.

(d) The employer shall place at the disposal of the examiners such material and machinery on his premises as may be required by them, and shall in all ways facilitate the conduct of the examination.

30. (a) The examiners shall be persons skilled in the industry and appointed by the Court. In the event of a disagreement between the examiners, the matter in dispute shall be referred to a third person agreed to by them or nominated by the Court or the President, at the request of any of the examiners, and the decision of such person shall be final and conclusive.

(b) It shall be the duty of the examiners to examine the work, require the production of a certificate of attendance, inquire into the diligence of each apprentice, and as to the opportunities provided by the employer for each apprentice to learn, and to submit a report to the Court in writing as to the result of the examination within one month from the date of holding the examination, but this period may be extended by the Court.

(c) Such examination shall, where possible, include theory and practice as applied to the trade, industry, craft, occupation, or calling to which the apprentice is indentured.

31. The Registrar shall, after each examination, issue a certificate to each apprentice indicating the results and the term of apprenticeship served. A duplicate of such certificate shall be forwarded by the Registrar to the employer and the secretary of the Union, each of whom shall keep the same in safe custody and produce for inspection by the Industrial Inspector whenever demanded by the latter to do so.

32. Whenever it is possible so to do, the examiners, before entering upon the examination, shall draw up a syllabus showing what, in their opinion, is the stage of proficiency which an apprentice should attain at each of the examinations prescribed. The syllabus shall be subject to review by the Court at any time, and shall be kept as a record by the Registrar and a copy handed to the examiners before each examination. The said syllabus may be subject to alteration from time to time by the examiners, who shall forthwith notify the Registrar thereof.

33. In lieu of, or in addition to, examiners above referred to the Court may appoint, wholly or partly, examiners to be recommended by the Superintendent of Technical Education for the whole or any portion of the subjects of instruction.

34. On the failure of an apprentice to pass any of the examinations, the employer may, if the examiners so recommend, withhold the increase in wages accruing to the apprentice in accordance with the scale set forth in the Award for such period as may be recommended by the examiners, but not exceeding twelve months. (See also regulation 23.)

35. Upon the failure of an apprentice to pass two consecutive examinations, it shall be the duty of the examiners to report same to the Court, with a recommendation as to the extension of the apprenticeship period, the cancellation of the apprenticeship agreement, or such other remedial measures (i.e., increased time for technical instruction) as they may deem advisable. The Court, after notice to all parties concerned, may cancel the agreement or make such other order in the circumstances as it may deem necessary. (See also regulation 23.)

36. Upon completion of the period of training prescribed or any authorised extension thereof, each apprentice shall, if he has passed the final examination to the satisfaction of the examiners, be provided with a certificate to that effect by the Registrar. This certificate shall also be signed by the examiners.

Lost Time.

37. The employer shall pay the apprentice for all time lost through sickness or the holidays prescribed by this Award: Provided—

- (a) payment for two sickness shall not exceed a total of two weeks in each year;
- (b) where the time lost through sickness exceeds four consecutive working days, the employer may demand from the apprentice the production of a medical certificate, and a further certificate or certificates may be required if any time is lost through sickness within seven days from the date of resumption of duty, the cost if any of such certificate or certificates not exceeding 5s. to be borne by the employer.

38. The employer shall pay the apprentice, in respect of time lost through compulsory military or naval training (but not exceeding two weeks in any year of service), the amount by which the wages prescribed by the industrial award for the trade, calling, craft, occupation or industry exceeds the amount received by the apprentice from the Department of Defence: Provided, however, that this clause shall not apply to military or naval training imposed through failure to attend compulsory parades.

All time lost by reason of compulsory military or naval training other than the additional training mentioned in the above proviso shall count as part of the apprenticeship.

39. When an apprentice is absent from work for any cause other than sickness or in pursuance of the provisions of these regulations, the employer shall be entitled to deduct from the wages of the apprentice an amount proportionate to the time so lost.

40. When an apprentice cannot be usefully employed because of a strike, the employer shall be relieved of his obligations under the apprenticeship agreement during the period of the strike.

Part-time Employment.

41. Where in any case an employer is temporarily unable to provide work to employ an apprentice for his full time, application may be made by the employer to the Court for permission—

- (a) to employ the apprentice for such lesser time per week or per month and at such remuneration as the Court may determine, being not less than the proportionate amount of the rate of wages prescribed by the industrial award or agreement for the trade, calling, or industry; or

- (b) to suspend the contract for such period and on such terms as the Court thinks fit.

If the Court grants the application, holidays will be reduced *pro rata*.

Miscellaneous.

42. (1) The Registrar shall prepare and keep a roll of apprentices containing—

- (a) a record of all apprentices and probationers placed with employers;
- (b) a record of all employers with whom apprentices are placed;
- (c) a record of the progress of each apprentice, recording the result of the examiners' reports;
- (d) any other particulars the Court may direct.

(2) These records shall be open to inspection by employers and the Union of workers interested upon request.

43. (1) (a) For the purpose of ascertaining the number of apprentices allowed at any time the average number of journeymen employed on all working days of the 12 months immediately preceding such time shall be deemed to be the number of journeymen employed.

(b) Where the employer is himself a journeyman regularly and usually working at the trade he shall be counted as a journeyman for the purpose of computing the number of apprentices allowed. In the case of a partnership each partner shall be deemed a journeyman for the purpose of this sub-clause.

(c) Where a business is in operation for less than 12 months the method of ascertaining the number shall be as agreed by the Union and the employer, or if no agreement is arrived at, as determined by the Court.

(2) Notwithstanding the provisions of subclause (1) hereof the Court may in any particular case—

- (a) In special circumstances permit the taking or employment of an apprentice by an employer notwithstanding that the quota fixed by the Award may be exceeded.
- (b) Refuse the registration of an agreement of apprenticeship or the taking of an apprentice in any case when in the opinion of the Court the circumstances are such that the apprentice is not likely to receive the instruction and training necessary to qualify him as a tradesman.

44. Every industrial inspector appointed in pursuance of the provisions of the Industrial Arbitration Act, 1912-1941, shall have the power to enter any premises, make such inspection of the premises, plant, machinery, or work upon which any apprentice is employed or could be employed, interview any apprentice or employee, examine any books or documents of the business relating to the wages and conditions of apprentices, interrogate the employer in regard to any of the abovementioned matters.

45. With a view to determining whether the number of apprentices being trained is sufficient to meet the future requirements of the industry in the matter of skilled artisans, the Registrar may require any employer to furnish him with any specified information relating to the said industry, or relating to the workers engaged therein.

46. In every application under clauses 15, 18, 19, 20, and 41 hereof, the Union of workers registered may intervene and make such representations at the hearing as it may deem necessary. Similarly, in the case of an application under clause 22, the employer may intervene and, in an application under clause 23, both the employer and the Union may intervene. Where such intervention is made, a representative or agent shall be appointed in the manner laid down by section 65 of the Act.

INDUSTRIAL ARBITRATION ACT, 1912-1941.

Form A.

(Form to be filled in and forwarded to the Registrar by every person desirous of becoming an Apprentice.)

The Registrar,
Arbitration Court, Perth.

I hereby notify you that I am desirous of becoming an apprentice to the undermentioned trade and enclose herewith certificate from my head teacher.

Full name.....
Address.....
Date of Birth.....
Trade.....
(Branch).....
School last attended.....
Standard passed.....

Signature.....

Signature of Parent (or Guardian).....

Date.....

Form B.

To
The Registrar, Arbitration Court, Perth.

Please take notice that.....
of....., has entered my service
(on probation) as an apprentice to the.....
trade on the.....day of.....19.....

Dated this.....day of.....19.....
(Signature of Employer).....

Note.—When the probationary period has expired an additional notification should be sent, with the words in italics struck out.

Form C.

(Regulation 14.)

Certificate of Service.

This is to certify that.....of
.....has served.....years
.....months at the.....

branch of the.....trade. He has
attained (or not attained or attained more than)
the average proficiency of an apprentice of like
experience. The cause of the transfer (or termination)
of the apprenticeship is as follows:—

Dated this.....day of.....19.....
(Signature of Employer).....

Form D.

Certificate of Proficiency.

This is to certify that.....has
satisfied the Examiners of.....com-
petence in the.....branch of the.....
trade at the examination proper to the.....
year of.....service as apprentice.

Dated the.....day of.....19.....

Registrar.

Form E.

Final Certificate.

This is to certify that.....of
.....has completed the period of train-
ing of.....years, prescribed by his Agreement
of Apprenticeship and has passed the Final Ex-
amination Test to the satisfaction of the examiners
for the.....trade.

Dated at.....the.....day of
.....19.....

Registrar.

Examiners.

Form F.

General Form of Apprenticeship Agreement.

(Recommended.)

THIS AGREEMENT, made this.....day
of.....19..... between.....
of..... (address) (occu-
pation) (hereinafter called "the employer"), of the
first part,.....of
....., born on the.....day
of.....19..... (hereinafter called "the
apprentice"), of the second part, and.....
of..... (address).....
(occupation)....., parent (or
guardian) of the said..... (hereinafter
called the "parent" or "guardian"), of the third
part, witnesseth as follows:—

1. The apprentice of his own free will and with the consent of the parent (or guardian) hereby binds himself to serve the employer as his apprentice, and to learn the trade of..... for a period of..... years, from the..... day of....., one thousand nine hundred and.....

2. The parent (or guardian) and apprentice hereby for themselves and each of them and their and each of their respective executors, administrators, and assigns covenant with the employer as follows:—

(a) That the apprentice shall and will truly and faithfully serve the employer as his apprentice in the said trade at..... aforesaid, and will diligently attend to his work at the said trade, and will at all times willingly obey the reasonable directions of the employer, his managers, foremen, and overseers, and will not during the apprenticeship, without the consent in writing of the employer, sell any goods which the employer makes or employ himself in the service of any other person or company in any work, or do any work which the employer undertakes, other than for the employer, and will not absent himself from the employer's service without leave, and will comply with the provisions of the regulations and of all Awards and Agreements made under the Industrial Arbitration Act, 1912-1941, or any other Act in force so far as the same shall relate to his apprenticeship.

(b) That the apprentice will not do or knowingly suffer any damage to be done to the property of the employer.

3. The employer for himself, his heirs, executors, administrators and assigns HEREBY COVENANTS with the apprentice as follows:—

(a) That the employer will accept the apprentice as his apprentice during the said term, and will during the said term, by the best means in his power, cause him to be instructed in the trade of..... and will provide facilities for the practical training of the apprentice in the said trade.

(b) That the technical instruction of the apprentice, when available, shall be at the expense of the employer and shall be in the employer's time, except in places when such instruction is given after the ordinary working hours.

(c) In the event of the apprentice, in the opinion of the examiner or examiners appointed by the Arbitration Court, not progressing satisfactorily, increased time for technical instruction shall be allowed at the employer's expense to enable the apprentice to reach the necessary standard.

(d) That the employer will observe and perform all the conditions and stipulations of the Industrial Arbitration Act, 1912-1941, or any Act or Acts amending the same and any regulations made thereunder, as far as the same concern the apprentice, AND ALSO the conditions and stipulations of any relative Award or Industrial Agreement for the time being in force.

4. IT IS FURTHER AGREED BETWEEN THE PARTIES HERETO:—

(a) That the apprentice shall not be responsible for any faulty work or for any damage or injury done to materials, work, or machinery, tools, or plant other than wilful damage or injury during the course of his work.

(b) That the apprentice shall not be required to work overtime without his consent.

(c) This Agreement may, subject to the approval of the Court, be cancelled by mutual consent by the employer and parent (or guardian) giving one month's notice in writing to the Court and to the parties concerned that this Agreement shall be terminated, and on such mutual consent being given the apprenticeship shall be terminated without prejudice to the rights of any of the parties hereto in respect of any antecedent breach of the provisions of this Agreement.

(d) Other conditions.

5. This Agreement is subject to amendment, variation, or cancellation by the Court pursuant to the powers to that effect contained in or implied by the provisions relating to apprentices contained in the Award.

In witness whereof the said parties hereto, have hereunto set their hands and seals the day and year first hereinbefore written.

Signed, sealed and delivered by the }
 said }
 in the presence of }

 (Signature of Guardian.)

And by the said }
 in the presence of }

 (Signature of Apprentice.)

And by }
 of the said for and on }
 behalf of the said }
 in the presence of }

 (Signature of Employer.)

Noted and Registered this day of
 19.....

 Registrar.

INDUSTRIAL AGREEMENT.

No. 1 of 56
 (Registered 9/1/56.)

Title.

THIS Agreement shall be known as the "Journalists (Metropolitan Weekly Newspapers) Agreement, 1955."

This Agreement made in pursuance of the Industrial Arbitration Act, 1912-1952, this 6th day of January, 1956 (one thousand nine hundred and fifty-six), between Western Press Ltd., of the one part and The Western Australian Journalists' Industrial Union of Workers of Western Australia, a Union registered under the said Act, of the other part: Whereby it is agreed that the following minimum rates and conditions shall govern the employment of journalists by Western Press Ltd.

This Agreement shall operate throughout the State of Western Australia.

This Agreement rescinds all previous Agreements under the Industrial Arbitration Act, 1912-1952 in respect of Metropolitan Weekly Newspapers, but no right, obligation or liability accrued or incurred under any such previous Agreement shall be affected hereby.

2.—Arrangement.

1. Title.
2. Arrangement.
3. Previous Agreements—Rescinded.
4. Scope and Parties Bound.
5. Exemptions from the Agreement.
6. Term of Agreement.
7. Equality of Sexes.
8. Definitions.
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10. Classification of Members.
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13. Broadcasts.
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17. Calculation of Time Worked.
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19. Distant Engagements.
20. Rosters.
21. Overtime.
22. Time Book.
23. Duty Book.
24. Holiday Leave.
25. Expenses.
26. Names to be Furnished.
27. Employment at Canberra.
28. Employment at Darwin.
29. Casuals.
30. Sick and Incapacity Pay.
31. Compensation.
32. Accommodation.
33. Files for Reference.
34. Award for Reference.
35. Union Notice Boards.
36. Travel by Air.
37. Special Risks.
38. Use of Office Cars.
39. Preference.
40. Board of Reference.

3.—Rescission of Award and Agreements.

This Agreement rescinds all previous Agreements under the Industrial Arbitration Act, 1912-1952, in respect of Metropolitan Weekly Newspapers between the parties to this Agreement, but no right, obligation or liability accrued or incurred under any such previous Award or Agreement shall be affected hereby.

4.—Scope and Parties Bound.

Subject to the provisions of clause 5 hereof, this Agreement shall be binding upon the signatories hereto and upon the Western Australian Journalists Industrial Union of Workers and its officers and members in the State of Western Australia in respect of all work to be done by members of the said Union (hereinafter called "members") for the said employers (hereinafter called "employers") in the gathering, writing or preparing news matter or news commentaries which they have gathered, written or prepared.

5.—Exemptions from Agreement.

This Agreement shall not apply to the under-mentioned:—

- (i) Editor-in-chief or managing editor or the chief of the general reporting staff exclusively employed as such.
- (ii) Any other member the greater part of whose regular duties can be demonstrated to the Industrial Registrar to place him in a position in which he exercises executive and/or disciplinary authority substantially similar to or superior to that of any member, exempted under paragraph (i) hereof.

6.—Term of Agreement.

The term of this Agreement shall be for a period of three years from the 1st day of December, 1955.

7.—Equality of Sexes.

All provisions of this Agreement shall apply equally to the male and female members.

8.—Definition.

"Member" means a member of the Western Australian Journalists Industrial Union of Workers.

9.—Minimum Rates of Pay.

For work done by members the weekly rates of pay shall be as follows:—

(a) Basic Wages—					
				£	s. d.
Metropolitan Area	....	....	....	12	12 5
South-West Land Division	....	....	....	12	11 8
Elsewhere in the State	....	....	....	12	14 1

(b) Provided that the total weekly wages shall be—

A Grade members	....	....	....	31	18	9
B Grade members	....	....	....	27	3	9
C Grade members	....	....	....	21	9	9
D Grade members	....	....	....	16	5	3
Special A Grade rates as provided for in subclause (c) hereof	....	....	....	36	13	9

(c) The total wages set out in subclause (b) hereof shall be adjusted from time to time so that they shall at all times conform to the rates payable to journalists employed on the Daily News newspaper by West Australian Newspapers Ltd.

(d) Where the number of members prescribed for A Grade in accordance with clause 10 is three or fewer, one of these members shall be paid not less than the Special A Grade rate.

Where the number of members prescribed for A Grade in accordance with clause 10 exceeds three but does not exceed six, two shall be paid not less than the Special A Grade rate.

Where the number of members prescribed for A Grade in accordance with clause 10 exceeds six, one-third of the number (a fraction of two over that number to carry an extra member) shall be paid not less than the Special A Grade rate.

(e) A member employed in Melbourne or Sydney shall, while he is so employed, be paid not less than his grade rate prescribed for Victoria and New South Wales.

(f) The minimum weekly rates of payment to a member employed on a periodical, except where otherwise specifically directed shall be—

(i) Morning paper rates for a member whose duty requires him oftener than once a week to work after 8 p.m.

(ii) Evening paper rates for a member whose duty does not require him oftener than once a week to work after 8 p.m.

10.—Classification of Members.

(a) All members shall be classified by their employers in four grades, the separate proportions of the respective grades of a classified staff to be—

- Not less than 15 per cent. in A Grade.
- Not less than 50 per cent. in B Grade.
- Not less than 17½ per cent. in C Grade.
- Not less than 17½ per cent. in D Grade.

Any excess in any grade may be used to make up the percentage prescribed for any lower grade.

(b) Classified minimum staff proportions set out in subclause (a) hereof shall be determined in accordance with the following table:—

Members Classified.	A Grade.	B Grade.	C Grade.	D Grade.
10	1	5	2	2
11	2	5	2	2
12	2	6	2	2
13	2	6	3	2
14	2	7	3	2
15	2	8	3	2
16	2	8	3	3
17	3	8	3	3
18	3	9	3	3
19	3	9	4	3
20	3	10	4	3
21	3	11	4	3
22	3	11	4	4
23	3	12	4	4
24	4	12	4	4
25	4	12	5	4
26	4	13	5	4
27	4	13	5	5
28	4	14	5	5
29	4	15	5	5
30	4	15	6	5
31	5	15	6	5
32	5	16	6	5
33	5	16	6	6
34	5	17	6	6
35	5	18	6	6
36	6	18	7	6
37	6	18	7	6
38	6	19	7	6
39	6	19	7	7
40	6	20	7	7

Members Classified.	A Grade.	B Grade.	C Grade.	D Grade.
41	6	21	7	7
42	6	21	8	7
43	6	22	8	7
44	7	22	8	7
45	7	22	8	8
46	7	23	8	8
47	7	23	9	8
48	7	24	9	8
49	7	25	9	8
50	7	25	9	9
51	8	25	9	9
52	8	26	9	9
53	8	26	10	9
54	8	27	10	9
55	8	28	10	9
56	8	28	10	10
57	9	28	10	10
58	9	29	10	10
59	9	29	11	10
60	9	30	11	10
61	9	31	11	10
62	9	31	11	11
63	9	32	11	11
64	10	32	11	11
65	10	32	12	11
66	10	33	12	11
67	10	33	12	12
68	10	34	12	12
69	10	35	12	12
70	10	35	13	12
71	11	35	13	12
72	11	36	13	12
73	11	36	13	13
74	11	37	13	13
75	11	38	13	13
76	11	38	14	13
77	12	38	14	13
78	12	39	14	13
79	12	39	14	14
80	12	40	14	14
81	12	41	14	14
82	12	41	15	14
83	12	42	15	14
84	13	42	15	14
85	13	42	15	15
86	13	43	15	15
87	13	43	16	15
88	13	44	16	15
89	13	45	16	15
90	13	45	16	16
91	14	45	16	16
92	14	46	16	16
93	14	46	17	16
94	14	47	17	16
95	14	48	17	16
96	14	48	17	17
97	15	48	17	17
98	15	49	17	17
99	15	49	18	17
100	15	50	18	17

and thereafter in a similar manner.

(c) Classification shall be for the purpose only of determining the minimum rates of pay to which members shall be entitled and not for the purpose of controlling or regulating the qualifications or work or duties to the employers.

(d) Where the classification proportions specified in subclauses (a) and (b) of this clause are affected by any staff alterations, those proportions shall be restored within eight weeks when an appointment is made from outside the office, and within four weeks when an appointment is made within the office.

(e) Members solely employed on a full-time basis by an employer in any city or town outside the city of publication shall be included in the classification as provided for in subclause (b) of this clause.

11.—Cadets.

(a) "A cadet" means an employee who is consistently or regularly in training for Journalism, or who substantially does the work of one in training for journalism, and who has not had four years' experience in such work.

(b) Periods of training in journalism on any newspaper shall be taken into account in calculating the period of experience specified in subclause (a) of this clause.

(c) Except with the consent in writing of the Union, which consent shall not unreasonably be withheld, not more than one cadet, whether a member or non-member, shall be employed to every six members of the classified staff.

(d) A cadet shall not be stationed outside the city of publication except to assist a classified member stationed outside the city of publication. A cadet shall not be employed away from the city of publication for more than 12 months. When a cadet is so appointed to assist a classified member, he shall be paid a reasonable living allowance.

(e) The minimum weekly rates of payment to cadets shall be the following percentages of the rates prescribed for a D Grade member employed on a morning paper in the State in which the cadet is employed:—

	%
First year	37½
Second year	53
Third year	67½
Fourth year	85

The percentages shall be calculated as follows:—
Amounts up to and including 3d. shall be disregarded.

Amounts over 3d. and less than 9d. shall count as 6d.

Amounts of 9d. and over shall count as 1s.

(f) The period of cadetship shall not exceed four years. In exceptional circumstances, the employers may, with the consent of the Executive Committee of the Union (which consent shall not unreasonably be withheld) continue to employ at the rate prescribed for a fourth year cadet, any cadet who has completed four years of cadetship. The period or periods for which such an arrangement is to operate shall be determined by the Executive Committee. If the cadet's services are terminated by the employers without lawful cause during such period or periods, he shall be paid the difference between the rate for a fourth year cadet and the rate for a D Grade member from the time of the completion of his fourth year of cadetship to the date of such determination. If the cadet voluntarily leaves his employment during or after such period or periods, no extra payment shall be made.

(g) A cadet shall be fully and thoroughly taught and instructed by the employers in the profession of journalism in accordance with the following syllabus:—

- (1) Cadets shall be instructed progressively throughout their cadetship in practical journalism, and a responsible person shall supervise such training.
- (2) A person entering upon his cadetship shall—
 - (a) be made familiar with the activities of the various departments, so that he may have a full knowledge of the handling of news from its collection to its publication;
 - (b) learn shorthand and typewriting and be examined from time to time to determine the progress being made.
- (3) Cadets shall be required to attend a series of lectures by senior journalists and/or other authorities on the theory and practice of journalism.
- (4) Cadets shall be given wide practical experience in reporting work and not be restricted to one class of work—unless they are being trained in specific branches of journalism.
- (5) Cadets from time to time shall accompany classified journalists on assignments to receive practical instruction.
- (6) A cadet shall be permitted by his employers to absent himself during ordinary working hours for periods not exceeding a total of four hours in any week to attend shorthand and typewriting classes, lectures, classes or examinations which apply

to any specialised branch of journalism approved by the employers and the Executive Committee of the Union, and/or in subjects prescribed for the course of the Diploma of Journalism granted by an Australian University, or other approved course.

- (7) All lectures and other fees and the requisite books for the studies prescribed in the last preceding subclause shall be made available by the employers.

12.—Termination of Services.

Subject to this clause, employment shall not be terminated by either the employers or the member except by notice of the following periods:—

- (a) In the first 26 weeks of service—one week.
- (b) After 26 weeks of service under this Agreement—
 - (i) A Grade members with 10 years or more of continuous service as a member of the classified staff and cadet in one office—16 weeks.
 - (ii) A Grade members, after 12 months, but with less than 10 years' continuous service as a member of the classified staff and cadet in one office—12 weeks.
 - (iii) A Grade members with less than 12 months' continuous service as a member of the classified staff and cadet in one office—eight weeks.
 - (iv) B Grade members—eight weeks.
 - (v) C Grade members—four weeks.
 - (vi) D Grade members—four weeks.
 - (vii) Cadets—two weeks.
- (c) In lieu of giving the notice prescribed in subclauses (a) and (b) hereof employers may terminate the employment by equivalent payment.
- (d) A member who terminates his employment otherwise than in accordance with subclauses (a) and (b) hereof shall forfeit any salary which may be due to him.
- (e) Notwithstanding the provisions of subclauses (a) and (b) hereof, the employers shall have the right to dismiss a member without notice for refusal of duty, wilful and serious neglect of duty, disobedience of instructions or orders or misconduct and in such cases the salary shall be payable up to the time of dismissal only.
- (f) If a newspaper ceases publication, the employers shall give members four weeks' notice of termination of their employment in addition to that provided in subclauses (a) and (b) hereof. In default members shall receive payment in lieu of notice. Payments made in lieu of notice shall be made from week to week and shall—
 - (1) cease if and when a member whose employment has been so terminated secures other employment in the same city at a rate not less than that paid to him immediately before the termination;
 - (2) be proportionately reduced if and when a member whose employment has been so terminated secures other employment in the same city at a rate lower than that paid to him immediately before the termination;
 - (3) cease if and when a member whose employment has been so terminated secures employment in another city at a rate not less than that paid to him immediately before the termination and when the personal travelling expenses to the city in which he has obtained employment have been paid by his former employers;

(4) be proportionately reduced if and when a member whose employment has been so terminated secures other employment in another city at a rate less than that paid to him immediately before the termination and when the personal travelling expenses to the city in which he has obtained employment have been paid by his former employers.

(g) The periods of notice in this clause shall not run concurrently with any part of the four weeks' annual holiday provided in clause 31.

13.—Broadcasting.

All time involved in broadcasting or in gathering or preparing matter for broadcasting by direction of the employers shall be regarded as hours of employment in accordance with the provisions of this Agreement.

14.—Photographic Work.

A classified member, a cadet or a casual shall not be requested nor instructed to do photographic work within the city of publication in the course of his regular employment. If a journalist is requested or instructed to take photographs outside the city of publication, he shall be paid a minimum of 10s. 6d. for each photograph published.

15.—Authorship.

A member shall not be required against his wishes to have his own name associated as author with publication of any matter which he has been instructed to prepare for publication.

16.—Duplicating Copy.

(a) When a member, by direction or with the knowledge or consent of his employers, furnishes by means of duplication of copy for another employer in the city in which he is employed, he shall receive payment for it at a minimum rate of 2½d. per line.

(b) When the copy supplied by a member for a newspaper on which he is employed, or proof or duplicates of such copy is used by another newspaper, or is distributed by his employers for publication in another newspaper in the same city, this shall not constitute duplication of copy within the meaning of this clause.

(c) Dictation of his report by one member at the direction of or with the knowledge or consent of his employers to another newspaper in the same city is duplication of copy within the meaning of this clause.

17.—Calculation of Time Worked.

(a) Except on a distant engagement as hereinafter provided, a member's time shall count continuously from the time of entering upon duty (as defined in subclause (b) hereof), until the time he signs off at the completion of the work for the day. When, however, a member is permitted one hour off duty for a meal, and in fact takes time off for such meal, the employers shall be entitled to deduct one hour from the total time. If the time permitted for a meal is less than one hour, no time shall be deducted. Not more than one hour shall be deducted in any day.

(b) "Entering upon duty" means—

- (i) arrival at the office for the first time in the day to begin duty, or
- (ii) beginning the first engagement, whichever is the earlier.

A reasonable time shall be allowed in this case to cover the period required to reach the engagement from home, or from the temporary place of residence should a member be temporarily assigned to duty away from the city in which he is regularly employed.

18.—Hours of Employment.

(a) "Day Work" for the purpose of this part means work other than night work as defined in subclause (e) hereof.

(b) The ordinary weekly hours of duty on day work shall be 40, provided that, in the fortnights in which Christmas Day and Good Friday occur, the ordinary hours of duty shall be 72, and the number of working days shall be reduced by one.

(c) A member normally engaged on day work who is regularly required once or twice a week to work a shift extending beyond midnight shall, after five hours' continuous duty on that shift, be granted a supper period of not less than 30 minutes.

(d) All classified members and cadets on day work shall be given two clear days off duty in each week. Provided that, in the fortnights in which Christmas Day and Good Friday occur, five clear days off duty shall be given. Any day or days not so given shall be given off in the succeeding week in addition to the days off for that week, or be paid for in accordance with subclause (i) of clause 21.

(e) "Night work" for the purpose of this part, means employment the greater part of which is after 8 p.m. A member so employed on three or more nights in any week, or a member beginning duty at 4 p.m. or later on three days in any week, shall be regarded as a nightworker for that week.

(f) Subject to subclause (g) hereof, the ordinary weekly hours of duty for night workers shall be 38. On a Sunday newspaper published in association with a daily evening paper, the ordinary weekly hours of duty shall be 40.

(g) In the fortnights in which Christmas Day and Good Friday occur, the ordinary hours of duty on night work shall be 68 and the number of working days shall be reduced by one.

(h) A night worker shall be given two clear nights off duty in each week. Provided that, in the fortnights in which Christmas Day and Good Friday occur, five clear nights off duty shall be given. Any night or nights not so given off in the next succeeding week in addition to the nights off duty for that week shall be paid for in accordance with subclause (i) of clause 21. A night worker shall be notified at least the day before of any night or consecutive nights he is to be off duty.

(i) A member employed on night work shall be allowed a supper period of at least 20 minutes after not more than five hours' continuous duty.

(j) For the purpose of this clause, clear day or clear night off duty shall mean a period of 24 hours from the time the member actually ceases duty.

19.—Distant Engagements.

(a) "A distant engagement" means an assignment requiring a member to spend one night or more away from the city in which he is regularly employed, provided the member has had a reasonable rest period during such night or nights.

(b) A distant engagement shall begin from the time of departure from the city or town in which he is regularly employed and shall cease on the return of the member to that city or town. Provided that, if completion of the assignment reasonably required a member to continue working thereon on the day of his return, the distant engagement shall be deemed to continue until that further work on that day is completed.

(c) Nine-twenty-fourths of the time spent on a distant engagement shall be reckoned as ordinary hours of duty with a minimum of nine hours for each period of 24 hours or portion thereof.

(d) If a member engaged on a metropolitan assignment is called upon to begin a distant engagement on the same day, the calculation of the period of that day's duty shall begin at the time of entering upon duty for that day and shall continue for eight hours. Time on duty for the distant engagement shall then be calculated as provided for in subclause (c) hereof.

(e) If the nature of the distant engagement requires the member to be continuously at work on any day for more than 11 hours, irrespective of meal breaks, all time worked in excess of 11 hours shall be reckoned as overtime in accordance with subclause (c) of clause 21. Time occupied in travelling shall be excluded.

(f) If a member is called upon to resume work within 11 hours of completion of a distant engagement, he shall be paid overtime in accordance with subclause (d) of clause 21.

(g) When a member is absent on a distant engagement for fewer than 168 hours, he shall not be given any of his weekly days off during his absence, but within 14 days of his return, in addition to his normal weekly days off. If not, he shall receive payment as provided in subclause (i) of clause 21.

(h) When a member while on a distant engagement extending to 168 hours or more is not given his weekly days off duty, he shall be given them continuously beginning within 14 days of his return, in addition to his normal weekly days off. If not, he shall receive payment as provided in subclause (i) of clause 21.

(i) A member on a distant engagement shall complete a time docket in accordance with clause 22 (d) for the purpose of checking his hours of employment.

20.—Rosters.

Days off and nights off for all members shall be rostered every Friday for the following week, provided that the employers may in case of emergency or shortage of staff through sickness or other cause, which cannot be reasonably foreseen, depart from such roster, but, in any such case, shall give the member as long notice of such departure as possible and shall within seven days of such rostered day off give to such member days or nights off in lieu of days or nights off cancelled.

21.—Overtime.

(a) Any amount paid to a member in excess of the minimum rate to which he is entitled shall not be regarded as a set-off against overtime worked. The hourly rate for overtime purposes shall be calculated by dividing the number of ordinary weekly hours of employment into the minimum rate for the member's grade.

(b) All overtime payments due to a member shall be made within 14 days of the end of the week in which the overtime was worked.

(c) "Daily overtime" represents all time worked after the expiration of 11 hours from entering upon duty in any day and shall be adjusted as follows:—

- (i) The first hour may be allowed off duty in the current or next succeeding week in accordance with subclause (f) and (g) hereof. If not allowed off, it shall be paid for at the rate of time and a half.
- (ii) Any overtime beyond one hour and up to three hours shall be paid for at the rate of time and a half; and thereafter at the rate of double time.
- (iii) It is agreed, however, that on Saturdays and into Sundays a member may be required to work 14 hours, including meal hours, without the right to claim overtime, if the weekly total of hours do not exceed 40.
- (iv) Not more than three members shall be required to work 14 hours on any day. All hours over 14 shall be paid for as overtime from one to three hours at the rate of time and a half and thereafter at the rate of double time.
- (v) Members shall be rostered for the late shift on Saturdays, and where the services of members are required after 12 hours the roster shall be maintained at least three weeks in advance.

(d) "Insufficient break" represents all time worked before the expiration of 11 hours from the completion of duty on one day and the resumption of duty, except during distant engagements and shall be adjusted as follows:—

- (i) If the break is less than eight hours, overtime shall be paid at the rate of double time for all work done before the expiration of 11 hours' break.
- (ii) If the break is eight hours or more, overtime shall be paid at the rate of time and a half for all work done before the expiration of the 11 hours' break.

(iii) If a member is called upon to resume duty within 11 hours of completion of a distant engagement, overtime shall be paid for at the rate of time and a half for all work done before the expiration of the 11 hours' break.

(iv) Time worked during any period of insufficient break shall not be included in the calculation of weekly hours.

(e) "Weekly overtime" represents all time worked in excess of 40 hours for day workers and 38 hours for night workers, or the reduced total hours occasioned by time given off in lieu of overtime, but excludes time already paid for or adjusted under subclauses (c) and (d) hereof.

Weekly overtime shall be adjusted as follows:—

- (i) The first eight hours may be allowed off duty in the next succeeding week in accordance with subclauses (f) and (g) hereof. Any of this time not allowed off shall be paid for at the rate of time and a half.
- (ii) Any overtime beyond eight hours shall be paid for at the rate of double time.
- (iii) Notwithstanding anything hereinbefore contained, any weekly overtime accrued during a distant engagement may be allowed off in full.
- (f) Except as provided in subclause (e) (iii) hereof, the maximum number of hours which may be allowed off duty for overtime for any week shall be 10, made up by a total of eight in excess of the prescribed weekly hours and two for work in excess of 11 hours in any day or days in the preceding week.

(g) "Time off"—

- (i) When overtime liquidated by giving time off amounts to four hours or less, it shall be given off in one block of four hours, except as permitted in subclause (f) hereof in respect of daily overtime.
- (ii) When such overtime exceeds four hours and is less than eight hours, it shall be given off in not more than two units each of four hours.
- (iii) When such overtime is eight hours or more, it shall be given off in not more than two units, one of which shall be eight hours and the other not less than four hours.
- (iv) When a member is to be given four hours or more off duty for overtime worked, he shall be notified before he finishes work on the preceding day.

(h) Any time allowed off duty in lieu of overtime shall correspondingly reduce for that week the hours of 40 in the case of day work and 38 in the case of night work. All time worked in excess of the reduced total hours for that week shall be reckoned as overtime and dealt with in accordance with subclause (e) hereof.

(i) When a member is not given his weekly days or nights off duty as provided for in clause 18, he shall be paid at the rate of double time for all work done on any such day with a minimum payment for four hours. This provision also applies to the additional day or night off duty in the weeks in which Christmas Day and Good Friday occur. When such time is paid for, it shall not be included in the weekly hours.

(j) All work done in excess of the fortnightly hours of duty prescribed for the period in which Christmas Day or Good Friday occurs shall be paid for at the rate of double time.

Special Overtime.

(k) (i) When a night worker is required to work after 5 a.m. he shall be paid overtime at double rates for all time worked in excess of seven hours from the time of entering upon duty.

(ii) When a night worker is required to begin duty before 4 p.m. he shall be paid overtime rates for all time worked in excess of nine hours from the time of entering upon duty.

(iii) When a day worker is required to begin duty before 6 a.m. on three or more days in a week, daily overtime shall begin after the expiration of nine hours from the time of entering upon duty.

(iv) Time worked and paid for under this subclause shall not be included in the calculation of weekly hours.

(l) In no circumstances shall the overtime involved in any of the foregoing subclauses be paid for more than once.

(m) Notwithstanding anything hereinbefore contained, any overtime accrued during a distant engagement may be allowed off in full.

22.—Time Book.

(a) Time books in the form agreed upon shall be made available by employers in each newspaper office. There shall be a time book also in each branch office and one in each place where a member or members are employed outside the city of publication. Time books shall provide for the following information:—

Daily records of times of commencement and completion of duty, deduction for meal time, total hours per day and for the week, hours computed for distant engagements, days off duty.

Overtime worked in excess of daily spread of hours, for insufficient break, for excess of weekly spread of hours and for days not given off.

Overtime allowed off for excess of spread and for weekly overtime.

Overtime paid for daily overtime, insufficient break, weekly overtime and days not given off.

(b) The time book in each office in the city of publication shall be kept in a convenient place for members to make daily entries. The time book in each branch office and in each place where a member or members are employed outside the city of publication shall be in duplicate, and the member so employed shall at the end of each week furnish the duplicate to his head office. The original shall be retained for permanent record.

(c) Each classified member, cadet and casual, except while on a distant engagement, shall each day record in the time book his hours of employment. He shall record in the time book his daily hours of employment on a distant engagement within 24 hours of the time he resumes duty after the distant engagement.

(d) A member on a distant engagement shall, for checking purposes, fill in and complete the records in a docket to be supplied by the employers. This docket shall be filed on his return from the distant engagement. The docket shall be in the form agreed upon.

(e) An entry in a time book shall be taken to be correct if it is not disputed within 24 hours from the time it was recorded in the office of the city of publication, or within 48 hours of the time of receiving the duplicate sheet from a member employed at a branch office or outside the city of publication. A disputed entry may be referred to the secretary of the Union and a representative of the employers to settle.

(f) Any member of the Union authorised in writing by the Executive Committee of the Union shall have the right to inspect any time book or time docket during the period of the hours of employment of members and records of overtime payments during normal office hours.

23.—Duty Book.

(a) The employers shall keep a duty book, which in an evening paper office shall be made up by 9.30 a.m. at the latest on each day and in the morning paper office as far as possible not later than 5.30 p.m. on each day. Unless he has been notified before 5.30 p.m. on the preceding day by entry in the duty book, or otherwise notified in reasonable time beforehand, a member employed on a morning paper shall not be required to attend the office before 2 p.m.

(b) If an engagement is assigned to a member or an alteration is made in the duty book after the times respectively prescribed in the preceding

subclause, the member shall not be held responsible for covering such engagement or alteration of engagement unless he has been notified in reasonable time.

24.—Holiday Leave.

(a) Subject to the provisions hereinafter contained—

In every 52 weeks of employment, and after 48 weeks from the annual date of appointment to the staff, all classified members and cadets shall be given four consecutive weeks' holiday on full pay irrespective of sick leave. They shall be paid for the four weeks in advance.

(b) The annual leave shall be given and taken in four consecutive weeks, or, if the member and the employers so agree, in two periods and not otherwise.

(c) The holiday leave prescribed in subclause (a) hereof shall be allowed and shall be taken and payment shall not be made or accepted in lieu thereof.

(d) If the member and the employers so agree the annual holiday or either of such separate periods may be taken wholly or partly in advance before the member has become entitled to the annual holiday.

(e) Where the annual holiday or any part thereof has been taken before the right to the annual holiday has accrued, the right to a further annual holiday shall not commence to accrue until after the expiration of the year of service in respect of which the annual holiday or part has been so taken.

(f) The holiday leave shall be given by the employers and shall be taken by the member before the expiration of four months from the date upon which the right to such holiday leave accrues.

(g) If a member of the classified staff, or a cadet is discharged after 26 weeks' employment and before the completion of 48 weeks, he shall be entitled to proportionate leave on full pay at the rate of four weeks, holiday for 48 weeks' employment.

(h) If after 52 weeks (48 weeks of employment and four 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 proportionate leave for the amount of his further service at the rate of four weeks' holiday for 48 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 48 weeks.

(j) When the annual holidays are fixed to begin on a Monday and the member has worked on the preceding Sunday, the holiday shall date from the Tuesday.

(k) Should Christmas Day or Good Friday fall during a member's holiday the member shall be allowed an extra day's holiday or be paid double rates for one day.

(l) If an employer finds it necessary to cancel or alter the date of holiday leave, the time of which has already been notified to a member and such member can show that, through such cancellation or alteration, he has actually lost payments reasonably made by him and in respect of which he has retained no benefit, the employer shall reimburse him for such loss.

25.—Expenses.

(a) All members shall be paid reasonable out-of-pocket expenses.

(b) If a member's duty compels him to take more than one meal a day away from his home, any meal or meals in excess of one a day shall (unless otherwise paid for or reimbursed by the employers) be paid for by the employers at the rate of 7s. 6d. for each such meal.

For the purposes of this subclause "meal" shall mean breakfast, lunch or dinner.

(c) Members engaged at Parliament shall be allowed the following minimum refreshment expenses:—Luncheon, 7s. 6d.; dinner, 7s. 6d., with an additional 4s. when the work lasts until midnight; a further 4s. when the work lasts after 4 a.m. and a further 7s. 6d. for breakfast if the work extends to 7 a.m.

(d) When travelling by train a member shall be entitled to first class fare and a sleeping berth if one is available.

(e) If a member not permanently employed on night work is engaged until such an hour that the ordinary means of public transport are not available, or is required to start work before his normal means of transport are available, he shall be allowed the necessary expense of transport to or from his home, or transport shall be provided by his employer.

(f) A member who is appointed by an employer, or a number of employers acting conjointly, to a position in a town, city or State other than that in which he is regularly located, shall be paid first class fares plus reasonable travelling expenses for himself, his wife and family. Where the appointment involves the transfer or storage of the member's furniture and effects, this shall be the employer's financial responsibility. The member's salary shall begin as soon as he is appointed and shall not cease until he resigns or until he has had reasonable time to return to his original town, city or State. A member who resigns or is dismissed for misconduct while employed in another town, city or State, shall not be entitled to his return fare nor to that of his wife and family, nor to any other return expenses. When a member is temporarily transferred, he shall be entitled to payment for all reasonable expenses for accommodation and travel.

(g) A woman member engaged on work requiring attendance in evening dress shall be provided with reasonable transport facilities.

(h) A woman member regularly engaged on work requiring attendance in evening dress or in special dress shall be paid a minimum dress allowance of £25 a year.

(i) A member shall be reasonably compensated for damage to his clothing and personal effects arising out of and in the course of his employment.

(j) A member who, by arrangement with his employers, uses his own typewriter for office purposes shall be supplied with ribbons and have his machine maintained at the expense of his employers. The employers shall, as far as possible, provide adequate locker accommodation for the typewriters of members.

26.—Names to be Furnished.

(a) The employers shall keep a book in which the following entries shall be kept separate and up-to-date:—

- (1) The name of each classified member and the grade in which he is employed.
- (2) The name of each member who is receiving the Special A Grade of pay.
- (3) The name of each cadet, the date of commencement of employment with the employer and the year of his cadetship.
- (4) The name of each person employed on casual work.

(b) The book shall be available for inspection during office hours by the secretary of the Union, or by any officer authorised in writing by the Executive Committee.

(c) A copy of each entry shall, on written request, be furnished in writing by the employers to the secretary of the Union.

(d) Any readjustment through the appointment, resignation or dismissal of a member, or through the alteration in the classification of a member, shall be recorded in the book and shown in a graded list to be supplied to the secretary of the Union within two weeks of the readjustment. A graded list shall be accepted as correct unless the secretary of the Union raises objection to it within one month from the date of its receipt.

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27.—Employment at Canberra.

(a) The provisions of this Agreement, wherever appropriate, shall apply to members employed at Canberra and, in addition, the special conditions of employment of this clause shall apply to them.

(b) A member, while working at Canberra, shall be paid not less than the rate which is prescribed for Melbourne and Sydney in clause 9 for the grade in which he was employed at the time of his being transferred to Canberra or assigned to Canberra duty, and for any higher grade to which he may be promoted while so employed.

(c) Members transferred to Canberra shall be allowed the demonstrated extra cost of living involved by their transfer to Canberra, and the cost of transit to and fro in accordance with subclause (f) of clause 25.

(d) A member employed at Canberra but not transferred shall not be deemed to be on a distant engagement and shall calculate his hours of employment in accordance with clause 17 (a) and (b).

(e) When the member employed at Canberra is required to travel outside the Australian Capital Territory on an assignment, his hours of employment on that assignment shall be calculated in accordance with the distant engagement provisions of clause 19.

(f) A member shall be deemed to have been transferred to Canberra upon notification to him to that effect in writing by his employers. A member not so notified after four months continuous working at Canberra may elect his status to be that of a transferred member. No working period outside Canberra shall be taken as a breach of continuity, unless it exceeds 28 consecutive days.

(g) A member employed in Canberra, but not transferred there in accordance with the foregoing provision, shall, in addition to full travelling expenses to and fro, be reimbursed each week with the cost of reasonable hotel accommodation.

(h) When a member is assigned to Canberra, and this involves eight or more hours of travelling, he shall not be required to work on the day of his departure. If, in an emergency, he is so required to work, and he does not get a reasonable break en route, he shall not be required to begin duty within 11 hours of his arrival at Canberra, unless he is paid overtime in accordance with subclause (d) of clause 28 for all time worked before the expiration of 11 hours. The member shall record in the time book at Canberra the time of his arrival. When time occupied in travel to Canberra exceeds eight hours, the member shall be allowed a maximum of eight hours time on duty for each period of 24 hours.

(i) If a member, who is married and is transferred to Canberra, is unable within a period of three months of such transfer to find suitable living accommodation for himself and his family, he shall upon a request in writing to his employers, either be found such accommodation by his employers or be transferred back to the city or town in which he was employed prior to such transfer.

(j) If the employment of a member transferred to Canberra is terminated by his employers, he shall be paid the full cost of his removal, together with that of his family and effects, to the city in which the headquarters of the organisation employing him is located, as provided for in subclause (f) of clause 32. If the headquarters is in a city other than Melbourne or Sydney, the member may elect to go to Melbourne or Sydney. The same conditions shall apply if the services of a member transferred to Canberra are terminated through the newspaper on which he is employed ceasing publication while the member is employed at Canberra.

28.—Employment at Darwin.

(a) Members transferred to Darwin shall be allowed the demonstrated extra cost of living by their transfer and the cost of their transit to and fro.

(b) A member so transferred to Darwin shall be paid not less than the rate which is prescribed in clause 9 or 17 for the grade in which he was employed at the time of his being transferred to Darwin. He shall have the benefit of the provisions of this Agreement relating to holiday leave, incapacity pay, termination of services and the expenses provided for in subclauses (a) and (f) of clause 32.

29.—Casuals.

(a) A "casual" means a person who is employed temporarily by the day or half-day upon work of a kind similar to that usually done by members of classified staffs as part of their duty.

(b) No individual casual shall be employed for more than 24 hours in any week or on more than 130 days in any year, except to take the place of a classified member absent from duty because of sickness or incapacity or on holiday leave.

(c) The Executive Committee of the Union may, by written consent, extend the limitations of casual employment provided for in the preceding subclauses on receipt of a written request to do so from the employers.

(d) The minimum rates of payment for casual work, except as otherwise provided shall be—

£5 12s. a day of eight hours.

£2 19s. half-day of four hours.

(e) Calculation of time worked shall be in accordance with subclause (a) of clause 17.

(f) If the time worked exceeds four hours and is less than eight, a full day's pay shall be paid. If the time worked is in excess of eight hours in any one day such excess time shall be paid for as follows:—

For the first three hours at the rate of time and a half;

thereafter at the rate of double time.

(g) A casual shall not be paid otherwise than by the day or half-day, except as provided in the following subclauses.

Sporting Writers.

(h) Notwithstanding the provisions of this clause, a casual may be employed to supply sporting matter at the following minimum rates:—

(1) When employed to supply sporting results only, he shall be paid at the rate of 3½d. a line, with a minimum of 10s. 6d. for each engagement. All additional relevant matters shall be paid for at the rate of 4½d. a line.

(2) When employed to supply sporting matter other than as provided for in paragraph (1) hereof, he shall be paid at the rate of 4d. a line.

(3) The employers shall have the option of paying for sporting work on the lineage basis prescribed in paragraphs (1) and (2) hereof or at the rate of a half-day or day engagement prescribed in this clause.

30.—Sick and Incapacity Pay.

(a) In each year of employment reckoned from the date of appointment to the staff, classified members and cadets, while absent through illness or incapacity, shall be paid incapacity pay weekly on the scale and subject to the conditions set out in this clause.

(b) Conditions:—

(i) The right to incapacity pay shall be subject to the employers being satisfied that the member's absence is due to sickness or incapacity. The employers shall be entitled to require the production of a medical certificate, and/or to have a member claiming the benefits of this clause examined by a medical practitioner nominated by the employers at the employers' expense. A member who refuses to be examined by the medical practitioner shall not be entitled to the benefits of this clause.

(ii) Sickness or incapacity arising from misbehaviour, wilful contribution or lack of reasonable care shall not entitle a member to the benefits of this clause.

Scale of Payments.

(c) Payments shall be made at not less than the following scale:—

(1) After the member has been employed continuously for 26 weeks—For the first four weeks at full pay; second four weeks at half pay, and the third four weeks at quarter pay.

(2) After he has been employed continuously for five years—For the first eight weeks at full pay; the second eight weeks at half pay, and the third eight weeks at quarter pay.

(d) When the employers have made any other provision for sickness or incapacity pay, either in itself or in conjunction with any other contingency, the provision shall be substituted, in whole or in part, and either generally as to all his members or as to any individual case, in place of the provisions for incapacity made by this clause. This shall be conditional upon the written consent of the Union and of the employers and the certificate of the Industrial Registrar that, in his opinion, the substituted provision is as beneficial to the members of the Union as the provision made in this clause.

(e) If in any particular case employers are required by law to make any payment or compensation to a member who is ill, then to the extent of the payment or compensation actually made the provisions in this clause or any substituted provision shall abate.

(f) The employers shall not be obliged to make a payment to a member in any 12 months of his employment, dating from the date of his original engagement, in respect of a period longer than that specified in subclause (c) hereof, whether the member is absent on one or more occasions.

(g) The employers shall not be liable for payment under the provisions of this clause to any member absent from duty as a result of an injury received from a specific form of recreation, hobby or exercise if the employers have given specific individual notification in writing to the member that, if he further indulges in that particular form of recreation, hobby or exercise, no liability in the case of injury arising therefrom shall attach to the employers. A general notification by circular or otherwise shall not exempt employers from liability under this subclause.

(h) Where a member is absent through sickness or incapacity for four days in a week, those four days shall be taken to include one of his usual days off; when a member is absent through sickness or incapacity for five days in a week, those five days shall be taken to include both his usual days off.

31.—Compensation.

(1) By consent, this Agreement makes no provision in relation to compensation for any member who is subject to the Workers' Compensation Act of Western Australia.

(2) (a) The following provisions shall apply where the salary of the member is of such an amount that the Workers' Compensation Act does not apply to the member:—

(i) The member shall be deemed to be employed by the employers covered by this Agreement.

(ii) The employers shall be obliged to pay compensation and hospital and medical expenses to the member and/or his dependants of the amounts and in the circumstances specified in the Workers' Compensation Act as though such Act applied to all members, irrespective of their annual salary.

(b) Any dispute or question as to the rights of a member in relation to Workers' Compensation or hospital or medical benefits under this subclause (2) may be referred by the Western Australian

Journalists Industrial Union of Workers or by the employers to the Industrial Registrar of the State Court of Arbitration.

The Industrial Registrar shall have power to determine such question or dispute by a majority decision.

The decision of the Industrial Registrar shall be final.

32.—Accommodation.

The employers shall provide every reasonable convenience and comfort for members employed by him at the place of employment. Details shall be agreed upon by the employers and the Executive Committee of the Union. Failing agreement, the matter shall be decided by the Industrial Registrar.

33.—Files for Reference.

The employers shall file in their office, for one month after issue, copies of each edition of the newspaper or newspapers published by them. The files shall be available for reference during office hours to members employed by him.

34.—Agreement for Reference.

A copy of this Agreement, with all variations thereof, shall be supplied by the Union to the employers, and shall be placed in a convenient position in the reporters' room in each office for reference. The Union shall be responsible for supplying and replacing copies of the Agreement.

35.—Union Notice Boards.

The Executive Committee of the Union shall be permitted to erect a notice board in the reporters' room in a place approved by the employers and to place on the board notices of meetings and Union bulletins, provided however that the employers shall have the right to remove from such notice board any notice or bulletin which such employers consider contains objectionable or offensive material.

36.—Travel by Air.

(a) A member may decline to undertake an assignment if it necessitates his travelling by air, and he has a reasonable objection to air travel. All air travel shall be made by a regular passenger-carrying service, unless the member agrees to any other air service.

(b) Where a member agrees to travel by air, other than by a regular passenger-carrying service, the employers shall, subject to the following conditions, indemnify the member against any invalidation of his personal assurance policies:—

- (1) The member shall have supplied in writing to his employers not less than seven days before the day of such travel a list of such personal assurance policies showing the amount of each policy and by what company such policy was issued.
- (2) The indemnification shall be to the extent only of the policies of which the employers have had notice pursuant to subclause (1) hereof.

37.—Special Risks.

(a) No member shall be ordered to perform any duty the performance of which would invalidate his personal assurance policies or any of them, unless the employers indemnify him against such invalidation.

(b) If a member is requested to undertake an assignment the performance of which would invalidate his personal assurance policies, or any of them, he shall immediately inform his employers in writing of such risk. Unless before such member enters upon such assignment, the employers give to such member notice in writing that they decline to indemnify such member and/or his dependants against such invalidation, such employers shall be bound to indemnify such member and/or his dependants against loss arising thereunder. If the employers give such notice declining to indemnify the member and/or his dependants, the member shall be at liberty to decline the assignment.

38.—Use of Office Cars.

No member shall be called upon to drive an office-owned car on any engagement unless he is made exempt by the employer from financial liabilities coverable by ordinary insurance during the whole period he is in charge of the car.

39.—Preference.

Subject to the provisions of the Re-Establishment and Employment Act, 1953, as between members of the Union and other persons offering or desiring service of employment at the same time, preference shall be given to such members, other things being equal.

40.—Board of Reference.

(a) A Board of Reference constituted of one representative nominated by the employer and one representative nominated by the Union with the Industrial Registrar as chairman shall meet to discuss matters which may arise during the term of this Agreement.

(b) The Board of Reference shall meet as soon as possible after a request for a meeting has been made either by the employers or the Union.

FRANK DAVIDSON,
Editor-in-Chief.

Signed for and on behalf of
Western Press Ltd. in the
presence of—

N. D. Clark.

The Common Seal of the
Western Australian Industrial
Union of Workers was
hereunto affixed in the presence of—

[L.S.]

J. CORONEL,
President.

C. MENAGH,
Secretary.

IN THE COURT OF ARBITRATION OF WESTERN AUSTRALIA.

No. 337 of 1955.

Between Boilermakers' Society of Australia Union of Workers, Kalgoorlie Branch, No. 11, Applicant, and Lake View and Star Limited, Respondent, and No. 346 of 1955, between Lake View and Star Limited, Applicant, and Boilermakers' Society of Australia Union of Workers, Kalgoorlie Branch, No. 11, Respondent.

HAVING heard Mr. H. Symons on behalf of the Union and Mr. F. S. Cross on behalf of the Employers, the Court in pursuance of the powers contained in Section 92 of the Industrial Arbitration Act, 1912-1952, doth hereby order and declare that Award No. 33 of 1947, as amended, be and the same is hereby further amended and consolidated with such amendments in the terms of the attached schedule.

This Order shall operate as from the beginning of the first pay period commencing after the date hereof.

Dated at Perth this 22nd day of December, 1955.

By the Court,

[L.S.]

(Sgd.) R. V. NEVILLE,
President.

Schedule.

1.—Name of Award.

This Award shall be known as the Boilermakers (Gold Mining) Award No. 33 of 1947, as amended and consolidated.

2.—Arrangement.

1. Name of Award.
2. Arrangement.
3. Term.
4. Area.
5. Wages.
6. District Allowances.
7. Hours.

8. Overtime.
9. Annual Leave and Holidays.
10. Weekly Hiring.
11. Payment for Sickness.
12. Shifts.
13. Payment of Wages.
14. Record Book.
15. Representative Interviewing Workers.
16. No Reduction.
17. Supply of Accessories.
18. Definitions.
19. Apprentices.
20. Board of Reference.
21. Employment.
22. Under-rate Workers.
23. Piecework.
24. University or School of Mines or Technical College Students.

Schedule I—District Allowances.

Schedule II.—Apprenticeship Regulations.

3.—Term.

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

(This Award was delivered on the 24th December, 1947.)

4.—Area.

This Award shall apply to the gold mining industry and shall operate over the Yilgarn-Coolgardie, Broad Arrow, Dundas, Phillips River, East Coolgardie, North Coolgardie, North-East Coolgardie, Mount Margaret, East Murchison Goldfields, and the Murchison, Yalgoo, Peak Hill and Gascoyne Goldfields, and the area outside those goldfields in Western Australia comprised within the 14th and 26th parallels of latitude.

5.—Rates of Wages.

(a) Basic wage at the rate of £12 14s. 1d. per week.

(b) Industry allowance at the rate of one pound fifteen shillings (£1 15s.) per week (or seven shillings (7s.) per shift).

(c) Occupation—	Margin	
	Per Week.	£ s. d.
Boilermaker	3	15 0
Oxy-acetylene and electric welder	3	15 0

A boilermaker employed during two (2) hours or more in any one day on work which comes within the scope of a boilermaker's and/or angle iron smith's work shall be entitled to eightpence (8d.) extra for such day's work.

(d) Apprentices' Wages—	Percentage of Basic Wage, District Allowance and Industry Allowance	
	Per Week.	Per Week.
First year	30	
Second year	45	
Third year	60	
Fourth year	80	
Fifth year	100	

(e) Casual Workers.—Casual workers shall be paid ordinary rates plus ten per cent. (10%).

(f) Leading Hand.—Leading hands in charge of not less than three (3) and not more than ten (10) workers shall be paid at the rate of fifteen shillings (15s.) per week extra; more than ten (10) and not more than twenty (20) workers, thirty shillings (30s.) per week extra; more than twenty (20) workers, forty-five shillings (45s.) per week extra.

(g) Dirt Money.—Workers employed in dirty work or in wet places shall be paid twopence (2d.) extra per hour.

(h) Heat Money—

(i) Workers employed for more than one (1) hour in the shade where the artificial temperature is between 115° and 130° Fahrenheit, shall be paid twopence (2d.) per hour extra.

(ii) Workers employed for more than one (1) hour where the artificial temperature exceeds 130° Fahrenheit shall be paid fourpence (4d.) per hour extra. Where work continues for more than two (2) hours in temperatures exceeding 130° Fahrenheit, workers shall be entitled to twenty (20) minutes rest after every two (2) hours, without deduction of pay.

(i) Confined Spaces.—Workers employed in confined spaces as hereinafter defined shall be paid fourpence (4d.) per hour extra.

(j) Height Money.—Surface workers engaged on work at a height of fifty (50) feet or more above the nearest horizontal plane shall be paid at the rate of one shilling and tenpence (1s. 10d.) per day extra.

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

(l) A boilermaker, not specially employed as a welder, who, in addition to his employment as such, is also required to do welding, shall be entitled to receive one shilling (1s.) per day extra when so employed.

(m) Workers engaged on repair work to the roasters, under circumstances subjecting them to serious inconvenience from fumes, shall be entitled to payment of eightpence (8d.) per hour extra (with a minimum of one shilling and fourpence (1s. 4d.)), while so engaged.

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

(o) No Reduction.—In any classification in which the effect of the order of the Court dated the 7th day of April, 1955, would be to reduce the secondary wage payable to workers in such classification, such workers shall be entitled to receive a total secondary wage equal to the amount payable under this Award immediately preceding the date of that order. (For the purposes of this paragraph the term "secondary wage" means the difference between the total wage payable (including the industry allowance) and the basic wage.)

(p) Workers in very wet places shall be provided with oilskin coats and rubber boots.

6.—District Allowances.

Payments shall be made in accordance with the provisions contained in Schedule I annexed hereto so far as applicable.

7.—Hours.

(a) The ordinary working hours shall not exceed forty (40) in any one week and shall not exceed eight (8) hours daily to be worked between the hours of 7 a.m. and 5 p.m. from Monday to Friday inclusive.

(b) Lunch interval shall not exceed forty-five (45) minutes.

(c) Workers working underground shall work the hours provided in the award governing members of the Australian Workers' Union.

8.—Overtime.

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

(b) For all work done on Saturdays, payment shall be at the rate of time and a half for the first two (2) hours and double time thereafter.

(c) Repairs to the machinery of the employer which is broken down and has caused a stoppage of operations, shall be paid for at time and a half for Saturdays, Sundays and holidays.

(d) Work done on Sundays and holidays shall be paid for at double time rate.

(e) When a worker is recalled to work after leaving the premises, he shall be paid for at least two (2) hours at overtime rates.

(f) When a worker, without being notified on the previous day, is required to continue working after the usual knock-off time for more than one (1) hour or (in the case of a day-worker) after 5.30 p.m., whichever is the later, he shall be provided with any meal required or shall be paid three shillings and sixpence (3s. 6d.) in lieu thereof.

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

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

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

(j) Rest Period after Overtime—

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

(b) Where a worker (other than a casual worker) has not had at least eight (8) consecutive hours off duty between his usual finishing time on one day and his usual starting time on the next day, the following provisions shall apply:—

(i) He shall, if he so desires, be entitled to have eight (8) consecutive hours off duty from the completion of his overtime work until he next commences work, but shall not be paid for such time off duty.

(ii) If, on the instruction of the employer, he continues or resumes work at his ordinary starting time without having such eight (8) hours break, he shall be paid at overtime rates for the balance of the hours less than eight (8) which he has not had off duty. Hours of overtime actually worked since his last usual finishing time shall be counted in computing the actual rate of overtime under this paragraph.

(iii) If a worker, of his own volition, continues or resumes work at his ordinary starting time without such break, he shall be paid at ordinary rates.

(k) (i) Within the limits prescribed by the Mines Regulation Act and the regulations made thereunder, an employer may require any worker to work reasonable overtime at overtime rates and such worker shall work overtime in accordance with such requirement.

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

9.—Annual Leave and Holidays.

(a) Each worker shall be entitled to three (3) weeks' annual leave on full pay or, should the period of continuous employment be less than one (1) year, the worker shall be paid holiday pay in proportion as his length of service is to the full year's employment. Annual leave shall be taken at a time suitable to the convenience of the employer; provided that, where a worker is dismissed for wilful misconduct, he will not be entitled to the benefits of this clause.

(b) The amounts to be paid under subclause (a) shall be calculated at the rate prevailing at the time the payment is made.

(c) Subject to Clause 8(c) and (d), the following shall be paid holidays—Christmas Day, Good Friday, Easter Monday, Labour Day, and one additional day in each calendar year to be nominated

by the employer. If Christmas Day falls on a Sunday, the following Monday shall be kept. Provided that any worker who does not present himself for work (if required) on the working day following any of the abovementioned holidays shall not be entitled to be paid for such holiday unless he produces proof satisfactory to the employer that he was prevented by sickness from presenting himself for work on any such day and that such sickness was not due to intemperance or misconduct.

(d) The provisions as to annual leave shall not apply to casual workers.

(e) If any of the holidays prescribed in subclause (c) hereof falls during a worker's period of annual leave and is observed on a day which in the case of the worker would have been an ordinary working day, the worker shall be paid one extra day at ordinary rates for that day or at his option have one day on full pay added to that period for each such holiday.

10.—Weekly Hiring.

(a) A week's notice of intention to terminate the employment shall be given on either side, except in the case of casual workers.

(b) The employer shall be under no obligation to pay for any day not worked upon which the worker is required to present himself for duty, except such absence from work is due to illness and comes within the provisions of Clause 11, or such absence is on account of holidays to which the worker is entitled under the provisions of the award.

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

(d) The employer shall be entitled to deduct payment for any day or portion of a day upon which 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.

11.—Payment for Sickness.

(a) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health for 1/10th of a week's pay at the Award rate for each 23.7 shifts actually worked at ordinary rates of pay; provided that, subject to subclause (d) hereof, payment for absence through such ill-health, shall be limited to one week's pay in each calendar year. Payment hereunder may be adjusted at the end of each calendar year, or at the time the worker leaves the service of the employer in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred. This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

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

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

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

(e) Any time in respect of which a worker is absent from work, except time for which he is entitled to claim sick pay under the preceding provision, shall not count for the purpose of determining his right to holidays.

12.—Shifts.

(a) Men working shifts not subject to weekly rotation shall be paid for each shift, other than day shift, at the rate of time and a quarter.

(b) Work other than day shift shall not be recognised as afternoon or night shift unless five (5) consecutive afternoons or nights are worked, but shall be deemed to be overtime. On the completion of the fifth consecutive afternoon's or night's work, the worker shall be deemed to have been employed on shift work during that and the preceding four (4) shifts and thereafter during any subsequent afternoons or nights he is so employed. The intervention of a Sunday or holiday on which work is not performed shall not be deemed to break the sequence.

13.—Payment of Wages.

Pay day shall be in accordance with Section 55 of the Mines Regulation Act. Any worker leaving or being discharged shall be paid the full amount of wages due to him within one (1) hour of ceasing work, or within one (1) hour of the opening of the office, if such office was closed at the time of his ceasing work, whenever same is practicable.

14.—Record Book.

A time and wages book shall be kept by each employer, in which shall be entered the name of each worker, the nature of the work he is doing, the hours worked each day, and the amount of wages received by him each week. The employer shall be responsible for the proper posting of the book each week; the said book shall be open to the authorised representative of the union at any time during working hours, and he shall be allowed to take necessary extracts therefrom. Provided that any system of automatic recording by means of machines shall be deemed a compliance with this provision to the extent of the information recorded.

15.—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 or at some other period convenient to the employer, on the business premises of the employer, but this permission shall not be exercised without the consent of the employer more than once in any one week.

16.—No Reduction.

Any worker who has been prior to the date of this Award in receipt of a higher rate of pay for his particular class of work than that prescribed by the Award heretofore in force, shall not by reason of this Award suffer any reduction in the amount by which such higher rate of pay exceeded the amount formerly prescribed; such excess amount shall not be affected by this Award.

17.—Supply of Accessories.

(a) Suitable goggles shall be provided by all employers to workers when using emery wheels.

(b) Goggles, glasses, and leather gloves, or other efficient substitutes therefor, shall be available for the use of workers engaged in welding.

(c) All other workers required to work in close proximity to electric welders, where screens would not be practicable, shall be supplied with anti-flash goggles, which shall remain the property of the employer.

(d) Suitable canvas or leather gloves and aprons shall be provided by employers, for operators of pneumatic tools, and for punch and shearing machines, and for such other as the foreman and the employee may agree. Such equipment shall remain the property of the employer.

18.—Definitions.

(a) "Casual hand" means any worker who is dismissed through no fault of his own before the expiration of one week of his employment.

(b) "Confined space" means a working space the dimensions of which necessitate a worker working continuously in a stooped or otherwise cramped position, or without proper ventilation, or where confinement within a limited space is productive of unusual discomfort.

19.—Apprentices.

(a) The provisions of Schedule 11 hereto, marked "Apprenticeship Regulations," subject to any modifications or alterations contained in this clause, are hereby embodied in and form part of this Award.

(b) The maximum number of apprentices allowed to any employer shall be in the proportion of one apprentice to every two (2) or fraction of two (2) journeymen employed by him in that branch; provided that the fraction of two (2) shall not be less than one.

(c) If the apprentice is employed on a mine and the mine ceases any operation in which the apprentice is engaged, the apprenticeship may be terminated, in which case the apprentice shall be given a certificate to show the time he has served, and the employer shall endeavour to find him another employer willing to complete the term. Should the apprentice desire to complete his apprenticeship with another employer, the certificate he has received from the former employer shall be prima facie evidence of the wages he is entitled to receive and the period necessary to complete his apprenticeship.

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

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

(f) Apprentices may be taken to boiler making or to boiler making and welding.

20.—Board of Reference.

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

(b) The Board shall consist of a chairman, who, failing agreement between the parties shall be appointed by the Court and two (2) other representatives, one to be nominated by each of the parties.

(c) There shall be assigned to each such Board the functions of:—

(i) Deciding matters specifically referred to in the Award as being the subject matter of a decision of the Board.

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

(iii) deciding all matters and questions referred to in the Award as being the subject of mutual agreement, if not agreed upon;

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

(d) An appeal shall lie from any decisions of such Board in the manner and subject to the conditions prescribed in the regulations to the Industrial Arbitration Act, 1912-1952, which for this purpose are embodied in and form part of this Award (Regulation 106).

(e) There shall be no cessation of work pending the reference to and the settlement of any dispute by the Board.

21.—Employment.

(a) Subject to the provisos contained hereunder, preference of employment in the industry to which this Award relates shall be given to members of the Boilermakers' Society of Australia Union of Workers, Kalgoorlie Branch, No. 11, or to members of any other registered industrial union which is a party to an award or industrial agreement in the goldmining industry; or to persons who give the employer an undertaking in writing to make application to join any such registered union, within one month of accepting employment.

Provided that—

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

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

(b) Where a worker, not having been a member of the relevant Union at the time of his engagement, applies for membership of the Union within one month of his engagement it shall be deemed that no question of preference has arisen.

(c) If during the continuance of this Award, anything in the nature of a strike occurs in the industry hereby regulated, or if there is any restriction in output by the workers or any section thereof acting in concert, the benefit of this clause shall thereupon cease and determine in so far as the particular Union or Unions involved is, or are, concerned.

For further assurance, and without modification of or prejudice to the foregoing provisions of this subclause, the employer may at any time apply to the Court, upon giving seven (7) days' notice to the Union for a declaration hereunder and the consequential cancellation of this clause, and the Court, upon cause being shown, shall make a declaration and order accordingly appropriate to the particular case.

(d) The provisions of this clause shall not apply to junior workers, apprentices, or to members of the staff of any mine.

22.—Under-Rate Workers.

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

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

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

23.—Piecework.

(a) Subject to the minimum wage rates and other conditions herein prescribed, an employer may remunerate any of his workers under any system of payment by results.

(b) The union may, during the currency of the Award, apply to the Court for the correcting or regulation of any piecework rate, time bonus rate, task rate or any other system of payment by results.

24.—University, or School of Mines or Technical College Students.

Provision may be made by agreement between an employer and University or School of Mines or Technical College students as to terms and conditions of employment. Any such agreement shall be submitted to the Court for approval within

one month after the making thereof. Provided always that this clause shall only apply in the case of a day time student who has not completed his course at the University or School of Mines or Technical College and where such employment is for the purpose of giving him practical experience and/or assisting the student to complete his course of study.

Schedule I.

District Allowances.

(i) In addition to the wages prescribed in Clause 5 of this Award, the following allowances shall be paid for five (5) days per week to workers employed in the districts which are hereinafter respectively described, with the exception of districts contained therein which are situated within a radius of ten (10) miles of Kalgoorlie, Coolgardie, and Southern Cross, viz.:

(a) First District: Lying South of Kalgoorlie and comprised within lines starting from Kalgoorlie, then W.S.W. to Woolgangie, thence S.E. to Dundas, thence N.E. to a point ten (10) miles East of Karonie on the Trans-Australian line, and thence back to Kalgoorlie, at the rate of five shillings and threepence (5s. 3d.) per week extra for those mines within ten (10) miles of the railway and eight shillings (8s.) per week for those outside.

(b) Second District: Starting from Kalgoorlie W.S.W. to Woolgangie, thence N.N.W. to the intersection of the 120 E. meridian with the 30 S. parallel of latitude, thence N.E. by E. to Kookynie, thence back to the point ten (10) miles east of Karonie on the Trans-Australian line, and thence back to Kalgoorlie; at the rate of seven shillings (7s.) per week extra for those mines within ten (10) miles of the railway and nine shillings (9s.) per week for those outside.

(c) Third District: Starting from and including Kookynie, then N. by W. to Kurrajong, thence N.E. to Stone's Soak, thence S.E. to and including Burtville, thence S.W. through Pindinnie to Kookynie; at the rate of seven shillings (7s.) per week extra for those mines within ten (10) miles of the railway and nine shillings (9s.) per week for those outside.

(d) Fourth District: Surrounding Southern Cross within a radius of thirty (30) miles; for those mines outside a radius of ten (10) miles from Southern Cross, including Westonia and Bullfinch, at the rate of two shillings and sixpence (2s. 6d.) per week.

(e) Fifth District: Comprising all mines not specifically defined in the foregoing boundaries, but within the area comprised within the 24th and 26th parallels of latitude; at the rate of twelve shillings (12s.) per week.

(ii) Notwithstanding anything herein contained, the following allowances shall be paid in the districts or mines mentioned hereunder:—

	Per Week.
	s. d.
Ora Banda and Waverley Districts	7 0
Yalgoo District	7 0
Meekatharra, Mt. Magnet and Cue Districts	8 6
Wiluna District	10 0
Youanmi District	10 0
Cox's Find Gold Mine	9 0
Corduroy Gold Mine and mines within ten (10) miles radius therefrom	12 0
Lallah Rooke Gold Mine, Halley's Comet Gold Mine, Prophecy Gold Mine, and mines within ten (10) miles radius therefrom	15 0
Mayfield District	7 0
Evanston District	10 0

With regard to the Meekatharra, Mt. Magnet, Cue and Yalgoo and Wiluna Districts, an additional allowance at the rate of one shilling and sixpence (1s. 6d.) per week shall be paid to workers employed at mines situated five (5) miles from a Government railway.

With regard to the Big Bell Gold Mine, the Triton Gold Mine, and Cox's Find Gold Mine, the sum of one shilling and sixpence (1s. 6d.) per week may be deducted from the district allowance which would otherwise be paid.

(iii) In the case of any mine or district within the area to which this Award applies which is not dealt with under the provisions of this Schedule, the Union may apply to the Court at any time for the purpose of having an allowance prescribed, upon serving upon the employer concerned fourteen (14) days' notice thereof prior to the date of such application the service of such notice shall be made pursuant to the provisions relating thereto prescribed by the regulations under the "Industrial Arbitration Act, 1912-1952."

Schedule II.

APPRENTICESHIP REGULATIONS.

Definitions.

1. (1) "Act" means "The Industrial Arbitration Act, 1912-1941," and any alteration or amendment thereof for the time being in force.

(2) "Apprentice" means any person of either sex of any age who is apprenticed to learn or to be taught any industry, trade, craft, or calling to which these regulations apply, and includes an apprentice on probation.

(3) "Award" includes Industrial Agreement.

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

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

(6) "Minor" means a person not less than 14 years of age and not more than 18 years of age who customarily works under the direction of or in association with an employer, master, or journeyman upon the material and with the tools or implements used in the industry.

Employment—Probation.

2. No minor shall (except where provision is otherwise made in this Award) be employed or engaged in the industry, except subject to the conditions of apprenticeship or probationership herein contained.

3. (1) Every apprentice shall be employed on probation for a period of three months to determine his fitness or otherwise for apprenticeship, and shall work only for such hours per day and for such remuneration as may be prescribed by the Award. In the event of his becoming an apprentice such probationary period shall be counted as part of the term of apprenticeship.

(2) The Court may in any case where it seems expedient to do so, order that the probationary period of employment be extended for a further period not exceeding three months.

4. (a) Any employer taking an apprentice on probation shall within 14 days thereafter register such probationer by giving notice thereof to the Registrar in the prescribed form. If at the date of the coming into operation of these regulations an employer is employing any apprentice or probationer who has not been duly registered as such, he shall forthwith apply for the due registration of such apprentice or probationer.

(b) At the end of the period of probation of each apprentice, if mutually agreed upon by the employer and the legal guardian of the boy, but not otherwise, he may become an apprentice under an agreement.

5. The employer of every apprentice shall keep him constantly at work and teach such apprentice or cause him to be taught the industry, craft, occupation, or calling in relation to which he is bound apprentice, by competent instruction in a gradual and complete manner, and shall give such apprentice a reasonable opportunity to learn the same, and receive, during the period of his apprenticeship, such technical, trade, and general

instruction and training as may be necessary. And every apprentice shall, during the period of his apprenticeship, faithfully serve his employer for the purpose of being taught the industry, craft, occupation, or calling in relation to which he is bound, and shall also conscientiously and regularly accept such technical, trade, and general instruction and training as aforesaid, in addition to the teaching that may be provided by his employer.

6. The employer and the apprentice respectively shall be deemed to undertake the duty which he agrees to perform as a duty enforceable under an Award of the Court.

Apprenticeship Board.

7. (i) The Court may on its own motion or on the application of any of the parties, or on the recommendation of an Industrial Board, appoint a Board for the purpose of dealing with all matters affecting apprentices assigned to the determination of the Board by the Court, and in particular to perform and discharge all powers and duties in these regulations and therein to be performed and discharged by the Court except such powers and duties as are specially assigned to the Court by the Act.

(ii) The Board shall consist of the following:—

(a) A chairman, to be appointed by the Court, and

(b) Representatives of the employers and workers respectively, one or two on each side, as may be decided by the Court.

(iii) The Board shall be invested with the following powers and functions in addition and without prejudice to those mentioned in (i):—

(a) to endeavour to promote apprenticeships under this Award;

(b) to draw up syllabi of training and to arrange for the periodical examination of apprentices;

(c) to permit in any special circumstances the taking or employment of an apprentice by an employer, notwithstanding that the quota fixed by the Award in any particular case may be exceeded;

(d) to enter any factory, workshop, or place where an apprentice is employed or appoint any other person for that purpose and inspect the conditions under which any apprentice is employed;

(e) to require any employer to furnish the Board with any specified information relating to any trade or industry subject to this Award, or any of the workers engaged therein, with a view to determining whether there is a sufficient number of apprentices being trained to meet future requirements and in the interests of the community;

(f) to advise the Court as to all matters appertaining to apprentices.

(iv) A majority of the members of the Board, one of whom must be the chairman, shall constitute a quorum.

(v) The decision of the Board shall be the decision of the majority of the members and shall be signed by the chairman and forwarded to the Registrar.

(vi) Either party, with the consent of the Court, may at any time alter its representative.

8. (a) No employer shall refuse employment to any person, or dismiss any worker from his employment, or injure him in his employment or alter his position to his prejudice, by reason merely of the fact that the worker is a member of the Board, or by reason merely of anything said or done or omitted to be done by any such person or worker in the course of his duty as such member.

(b) In any proceeding for any contravention of this subclause it shall lie upon the employer to show that any person proved to have been refused employment, or any worker proved to have been dismissed or injured in his employment or

prejudiced whilst acting as such member was refused employment or dismissed or injured in his employment or prejudiced for some reason other than that mentioned in this subclause.

Agreement of Apprenticeship.

9. (a) All agreements of apprenticeship shall be drawn up on a form approved by the Court, and signed by the employer, the legal guardian of the apprentice, the apprentice, and the Registrar. No employer, guardian, or apprentice shall enter into any agreement or undertaking purporting to add to, vary, alter, or amend any such agreement without the approval of the Court.

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

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

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

10. Every agreement entered into by the employer and the legal guardian of the apprentice shall be for a period of five years, or such other period as may be prescribed by the Award, but this period may be reduced in special circumstances with the approval of the Court.

11. Every agreement of apprenticeship entered into shall contain—

- (a) The names and addresses of the parties to the agreement.
- (b) The date of birth of the apprentice.
- (c) A description of the industry, craft, occupation or calling or combination thereof to which the apprentice is to be bound.
- (d) The date at which the apprenticeship is to commence and the period of apprenticeship.
- (e) A condition requiring the apprentice to obey all reasonable directions of the employer and requiring the employer and apprentice to comply with the terms of the industrial Award so far as they concern the apprentice.
- (f) A condition that technical instruction of the apprentice, when available, shall be at the employer's expense, and shall be in the employer's time, except in places where such instruction is given after the ordinary working hours.
- (g) A condition that in the event of any apprentice, in the opinion of the examiners, not progressing satisfactorily, increased time for technical instruction shall be allowed at the employer's expense to enable such apprentice to reach the necessary standard.
- (h) The general conditions of apprenticeship.

Transfer of Apprentices.

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

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

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

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

13. Should an employer at any time before the determination of the period of apprenticeship desire to dispense with the service of the apprentice he may with the consent of the apprentice and guardian transfer him to another employer carrying on business within a reasonable distance of the original employer's place of business, willing to continue to teach the apprentice and pay the rate of wages prescribed by the Court in its Award or otherwise according to the total length of time served, and generally to perform the obligations of the original employer.

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

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

16. Where a person is apprenticed to partners his agreement of apprenticeship shall upon the retirement or death of any partner be deemed to be assigned to the continuing partner or partners.

Cancellation of Agreement.

17. Every agreement shall include a provision that it may be cancelled by mutual consent, by the employer and the legal guardian of the apprentice giving one month's notice in writing to the Court and to the parties concerned that such apprenticeship shall be terminated.

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

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

20. No apprentice employed under a registered agreement shall be discharged by the employer for alleged misconduct until the registration of the agreement of apprenticeship has been cancelled by order of the Court on the application of the employer.

Provided, however, that an apprentice may be suspended for misconduct by the employer, but in any such case the employer shall forthwith make an application for cancellation of the agreement of apprenticeship, and in the event of the Court refusing same the wages of the apprentice or such portion thereof, if any, as the Court may order shall be paid as from the date of such suspension, and, in the event of the application for cancellation being granted, such order may take effect from the date when the apprentice was suspended.

21. Subject to the provisions of the Acts relating to Bankruptcy and Insolvency and the Winding-up of Companies, the following provisions shall apply:

- (a) The Trustee or Liquidator, as the case may be, may give written notice to the apprentice and his parent or guardian of his intention to discontinue the employment of the apprentice from a date to be named in such notice, and thereupon the agreement shall be deemed to be terminated from the said date.

- (b) Neither the apprentice, his parent or guardian, shall have any right of action against the employer unless the Court specifically authorises the same after consideration of the circumstances, and in any event, any proceedings for damages hereunder authorised by the Court must be commenced within six weeks after the service on the apprentice of the notice referred to in subclause (a) hereof, otherwise any claim for damages shall be deemed to be waived and forfeited.
- (c) If the contract of apprenticeship is transferred on the bankruptcy or insolvency of the employer, to another employer, the apprentice named in such contract shall not be counted in calculating the proportion of apprentices to other labour.

Extension of Term.

22. Subject to regulation 38, time lost by the apprentice through sickness or any other cause whatsoever may, with the consent of the Court on the application of any party, be added to the original term in the apprenticeship agreement at the end of the year of service in which the time has been lost or at the termination of the apprenticeship period.

23. The term of apprenticeship may be extended by the Court on the failure of an apprentice to pass two successive periodical examinations, either by ordering a continuation of any particular year of the apprenticeship, in which case the next year of service shall not commence until after the expiration of the extended period, or by adding the period of extension to the last year of service. It shall be the duty of the examiners to make any recommendation they see fit to the Court for the purpose of such extension. Any extension of the term of apprenticeship shall be subject to all the conditions and stipulations in the original agreement, except as to rates of wages, which shall be such amount as the Court may determine. (See also regulations 34 and 35.)

Technical Education Classes.

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

(b) The fees for the classes attended by the apprentice shall be paid by the employer.

(c) The period during which apprentices are to attend such technical school or classes if any shall be four hours per week.

25. Any apprentice who:

- (a) fails without reasonable cause, the proof whereof lies on him, to attend any technical school or class punctually when such is available for instruction, at the time appointed for the commencement of the school or class, or leaves school or class before the time appointed for leaving, without the permission of the teacher; or
- (b) fails to be diligent or behaves in an indecorous manner while in such school or class; or
- (c) destroys or fails to take care of any material or equipment in such school or class;

shall be deemed to commit a breach of the Award and shall be liable for each such breach to a penalty not exceeding two pounds.

26. Where in any case it is shown to the satisfaction of the Court that any apprentice, by reason of his engagement on country work or other good cause, cannot conveniently attend a technical school or other prescribed classes, such of these regulations as relate to attendance at a technical school or other prescribed classes, and to examinations, shall not apply to such apprentice, but he shall be subject to such conditions as the Court may direct.

27. If the examiners or the industrial union or employer concerned make representations to the Court that the facilities provided by the technical school or other place of vocational training for the teaching of apprentices, are inadequate, the Court may make such investigations and such report to the Minister controlling such technical school, or such other place, as it deems necessary.

28. When an apprentice attends a technical school, vocational classes, or other class or classes of instruction during his ordinary working hours, where such is prescribed, the time so occupied shall be regarded as part of the term of his apprenticeship, and the employer shall not be entitled to make any deduction from the wages of the apprentice for such time.

Examinations.

29. (a) Every apprentice shall be bound to submit himself to examination at the places and times appointed by the Registrar after consultation with the examiners.

(b) Every apprentice shall, prior to submitting himself to examination, if required by the examiners, produce to the examiners a certificate that he has made at least 70 per centum of attendances at the technical school or other place of instruction, unless he is exempted from such attendance for good cause.

(c) The Registrar shall notify the examiners of the names and addresses of the apprentices required to submit themselves to examination and the attendances made by them at the technical school, should such information be in his possession.

(d) The employer shall place at the disposal of the examiners such material and machinery on his premises as may be required by them, and shall in all ways facilitate the conduct of the examination.

30. (a) The examiners shall be persons skilled in the industry and appointed by the Court. In the event of a disagreement between the examiners, the matter in dispute shall be referred to a third person agreed to by them or nominated by the Court or the President, at the request of any of the examiners, and the decision of such person shall be final and conclusive.

(b) It shall be the duty of the examiners to examine the work, require the production of the certificate of attendance, inquire into the diligence of each apprentice, and as to the opportunities provided by the employer for each apprentice to learn, and to submit a report to the Court in writing as to the result of the examination within one month from the date of holding the examination, but this period may be extended by the Court.

(c) Such examination shall, where possible, include theory and practice as applied to the trade, industry, craft, occupation, or calling to which the apprentice is indentured.

31. The Registrar shall, after each examination, issue a certificate to each apprentice indicating the results and the term of apprenticeship served.

32. Whenever it is possible so to do, the examiners, before entering upon the examination, shall draw up a syllabus showing what, in their opinion, is the stage of proficiency which an apprentice should attain at each of the examinations prescribed. The syllabus shall be subject to review by the Court at any time, and shall be kept as a record by the Registrar and a copy handed to the examiners before each examination. The said syllabus may be subject to alteration from time to time by the examiners, who shall forthwith notify the Registrar thereof.

33. In lieu of, or in addition to, examiners above referred to the Court may appoint, wholly or partly, examiners to be recommended by the Superintendent of Technical Education for the whole or any portion of the subjects of instruction.

34. On the failure of an apprentice to pass any of the examinations, the employer may, if the examiners so recommend withhold the increase in wages accruing to the apprentice in accordance with the scale set forth in the Award for such period as may be recommended by the examiners but not exceeding 12 months. (See also regulation 23.)

35. Upon the failure of an apprentice to pass two consecutive examinations, it shall be the duty of the examiners to report same to the Court, with a recommendation as to the extension of the apprenticeship period, the cancellation of the apprenticeship agreement, or such other remedial measures, (i.e., increased time for technical instruction) as they may deem advisable. The Court, after notice to all parties concerned, may cancel the agreement or make such other order in the circumstances as it may deem necessary. (See also regulation 23.)

36. Upon completion of the period of training prescribed or any authorised extension thereof, each apprentice shall, if he has passed the final examination to the satisfaction of the examiners, be provided with a certificate to that effect by the Registrar. This certificate shall also be signed by the examiners.

Lost Time.

37. The employer shall pay the apprentice for all time lost through sickness or the holidays prescribed by this Award: Provided—

- (a) payment for such sickness shall not exceed a total of two weeks in each year;
- (b) where the time lost through sickness exceeds four consecutive working days, the employer may demand from the apprentice the production of a medical certificate, and a further certificate or certificates may be required if any time is lost through sickness within seven days from the date of resumption of duty, the cost if any of such certificate or certificates not exceeding 5s. to be borne by the employer.

38. The employer shall pay the apprentice, in respect of time lost through compulsory military or naval training (but not exceeding two weeks in any year of service), the amount by which the wages prescribed by the industrial award for the trade, calling, craft, occupation, or industry exceeds the amount received by the apprentice from the Department of Defence: Provided, however, that this clause shall not apply to military or naval training imposed through failure to attend compulsory parades.

All time lost by reason of compulsory military or naval training other than the additional training mentioned in the above proviso shall count as part of the apprenticeship.

39. When an apprentice is absent from work for any cause other than sickness or in pursuance of the provisions of these regulations, the employer shall be entitled to deduct from the wages of the apprentice an amount proportionate to the time so lost.

40. When an apprentice cannot be usefully employed because of a strike the employer shall be relieved of his obligations under the apprenticeship agreement during the period of the strike.

Part-time Employment.

41. Where in any case an employer is temporarily unable to provide work to employ an apprentice for his full time, application may be made by the employer to the Court for permission—

- (a) to employ the apprentice for such lesser time per week or per month and at such remuneration as the Court may determine, being not less than the proportionate amount of the rate of wages prescribed by the industrial Award or Agreement for the trade, calling, or industry; or

- (b) to suspend the contract for such period and on such terms as the Court thinks fit.

If the Court grants the application, holidays will be reduced pro rata.

Miscellaneous.

42. (1) The Registrar shall prepare and keep a roll of apprentices containing—

- (a) a record of all apprentices and probationers placed with employers;
- (b) a record of all employers with whom apprentices are placed;
- (c) a record of the progress of each apprentice, recording the result of the examiners' reports;
- (d) any other particulars the Court may direct.

(2) These records shall be open to inspection by employers and the union of workers interested upon request.

43. (1) (a) For the purpose of ascertaining the number of apprentices allowed at any time the average number of journeymen employed on all working days of the 12 months immediately preceding such time shall be deemed to be the number of journeymen employed.

(b) Where the employer is himself a journeyman regularly and usually working at the trade he shall be counted as a Journeyman for the purpose of computing the number of apprentices allowed. In the case of a partnership each partner shall be deemed a Journeyman for the purpose of this subclause.

(c) Where a business is in operation for less than 12 months the method of ascertaining the number shall be as agreed by the Union and the employer, or if no agreement is arrived at, as determined by the Court.

(2) Notwithstanding the provisions of subclause

(1) hereof the Court may in any particular case—

- (a) In special circumstances permit the taking or employment of an apprentice by an employer notwithstanding that the quota fixed by the Award may be exceeded.
- (b) Refuse the registration of an agreement of apprenticeship or the taking of an apprentice in any case when in the opinion of the Court the circumstances are such that the apprentice is not likely to receive the instruction and training necessary to qualify him as a tradesman.

44. Every industrial inspector appointed in pursuance of the provisions of the Industrial Arbitration Act, 1912-1941, shall have the power to enter any premises, plant, machinery, or work upon which any apprentice is employed or could be employed, interview any apprentice or employee, examine any books or documents of the business relating to the wages and conditions of apprentices, interrogate the employer in regard to any of the above-mentioned matters.

45. With a view to determining whether the number of apprentices being trained is sufficient to meet the future requirements of the industry in the matter of skilled artisans, the Registrar may require any employer to furnish him with any specified information relating to the said industry, or relating to the workers engaged therein.

46. In every application under clauses 15, 18, 19, 20, and 41 hereof, the union of workers registered may intervene and make such representations at the hearing as it may deem necessary. Similarly in the case of an application under clause 22, the employer may intervene and, in an application under clause 23, both the employer and the union may intervene. Where such intervention is made, a representative or agent shall be appointed in the manner laid down by section 65 of the Act.

INDUSTRIAL ARBITRATION ACT, 1912-1941.

Form A.

(Form to be filled in and forwarded to the Registrar by every person desirous of becoming an Apprentice.)

The Registrar, Arbitration Court, Perth.

I hereby notify you that I am desirous of becoming an apprentice to the undermentioned trade and enclose herewith certificate from my head teacher.

Full name Address Date of Birth Trade (Branch) School last attended Standard passed Signature

Signature of Parent (or Guardian).

Date

Form B.

To The Registrar, Arbitration Court, Perth.

Please take notice that of has entered my service (on probation) as an apprentice to the trade on the day of 19

Dated this day of 19 (Signature of Employer)

Note.—When the probationary period has expired an additional notification should be sent, with the words in italics struck out.

Form C. (Regulation 14.)

Certificate of Service.

This is to certify that of has served years of months at the branch of the trade. He has attained (or not attained or attained more than) the average proficiency of an apprentice of like experience. The cause of the transfer (or termination) of the apprenticeship is as follows:—

Dated this day of 19 (Signature of Employer)

Form D.

Certificate of Proficiency.

This is to certify that has satisfied the Examiners of competence in the branch of the trade at the examination proper to the year of service as apprentice.

Dated the day of 19

Registrar.

Form E.

Final Certificate.

This is to certify that of has completed the period of training of years, prescribed by his Agreement of Apprenticeship and has passed the Final Examination Test to the satisfaction of the examiners for the trade.

Dated at the day of 19

Registrar.

Examiners.

Form F.

General Form of Apprenticeship Agreement (Recommended.)

THIS AGREEMENT, made this day of 19 between of (address) (occupation) (hereinafter called "the employer"), of the first part, born on the day

of 19 (hereinafter called "the apprentice"), of the second part, and of (address) (occupation) of the said (hereinafter called the "parent" or "guardian"), of the third part, witnesseth as follows:—

1. The apprentice of his own free will and with the consent of the parent (or guardian) hereby binds himself to serve the employer as his apprentice, and to learn the trade of for a period of years, from the day of one thousand nine hundred and

2. The parent (or guardian) and apprentice hereby for themselves and each of them and their and each of their respective executors, administrators, and assigns covenant with the employer as follow:—

(a) That the apprentice shall and will truly and faithfully serve the employer as his apprentice in the said trade at aforesaid, and will diligently attend to his work at the said trade, and will at all times willingly obey the reasonable directions of the employer, his managers, foremen, and overseers, and will not during the apprenticeship, without the consent in writing of the employer, sell any goods which the employer makes or employ himself in the service of any other person or company in any work, or do any work which the employer undertakes other than for the employer, and will not absent himself from the employer's service without leave, and will comply with the provisions of the regulations and of all Awards and Agreements made under the Industrial Arbitration Act, 1912-1941, or any other Act in force so far as the same shall relate to his apprenticeship.

(b) That the apprentice will not do or knowingly suffer any damage to be done to the property of the employer.

3. The employer for himself, his heirs, executors, administrators and assigns HEREBY COVENANTS with the apprentice as follows:—

(a) That the employer will accept the apprentice as his apprentice during the said term, and will during the said term, by the best means in his power, cause him to be instructed in the trade of and will provide facilities for the practical training of the apprentice in the said trade.

(b) That the technical instruction of the apprentice when available, shall be at the expense of the employer and shall be in the employer's time, except in places when such instruction is given after the ordinary working hours.

(c) In the event of the apprentice, in the opinion of the examiner or examiners appointed by the Arbitration Court, not progressing satisfactorily, increased time for technical instruction shall be allowed at the employer's expense to enable the apprentice to reach the necessary standard.

(d) That the employer will observe and perform all the conditions and stipulations of the Industrial Arbitration Act, 1912-1941, or any Act or Acts amending the same and any regulations made thereunder, as far as the same concern the apprentice, AND ALSO the conditions and stipulations of any relative Award or Industrial Agreement for the time being in force.

4. IT IS FURTHER AGREED BETWEEN THE PARTIES HERETO:—

(a) That the apprentice shall not be responsible for any faulty work or for any damage or injury done to materials, work, or machinery, tools, or plant other than wilful damage or injury during the course of his work.

(b) That the apprentice shall not be required to work overtime without his consent.

(c) This Agreement may, subject to the approval of the Court, be cancelled by mutual consent by the employer and parent (or guardian) giving one month's notice in writing to the Court and to the parties concerned that this Agreement shall be terminated, and on such mutual consent being given the apprenticeship shall be terminated without prejudice to the rights of any of the parties hereto in respect of any antecedent breach of the provisions of this Agreement.

(d) Other conditions.

5. This Agreement is subject to amendment, variation, or cancellation by the Court pursuant to the powers to that effect contained in or implied by the provisions relating to apprentices contained in the Award.

In witness whereof the said parties hereto have hereunto set their hands and seals the day and year first hereinbefore written.

Signed, sealed and delivered by the said }
in the presence of.....}

(Signature of Guardian.)

And by the said..... }
in the presence of.....}

(Signature of Apprentice.)

And by..... of the said }
..... for and on behalf }
of the said..... }
in the presence of..... }

(Signature of Employer.)

Noted and Registered this..... day of
..... 19.....

Registrar.

20. Free Water.
21. Drinking Water.
22. No Reduction.
23. Mixed Functions.
24. Change Rooms.
25. Reduction of Hands.
26. Accident Pay.
27. Full Payment for Shift.
28. Payment of Wages.
29. Ventilation.
30. Underground Workers.
31. Explosives.
32. Lime.
33. First Aid.
34. Resumption of Work after Annual Leave.
35. Definitions.
36. Aged and Infirm Workers.
37. Junior Worker's Certificate.
38. Board of Reference.
39. Special Rates.
40. Protective Clothing.
41. Employment.
42. Representative Interviewing Workers.
43. Crib Places.
44. Record.
45. Inspections.
46. Re-employment after Accident.

Schedule I.—Wages.

Schedule II.—District Allowances.

3.—Term.

The term of this Award shall be for a period of three (3) years and shall take effect from the commencement of the first pay period next following the date hereof. (This Award was delivered on the 24th December, 1947.)

4. Area.

This Award shall apply to the gold mining industry and shall operate over the Yilgarn, Coolgardie, Broad Arrow, Dundas, Phillips River, East Coolgardie, North Coolgardie, North-East Coolgardie, Mt. Margaret, East Murchison Goldfields and the Murchison, Yalgoo, Peak Hill and Gascoyne Goldfields, and the area outside those goldfields in Western Australia comprised within the 14th and 26th parallels of latitude.

5.—Rates of Wages.

(a) Basic Wage—£12 14s. 1d. per week.

(b) Margins—as per Schedule attached to this Award.

(c) Industry allowance at the rate of one pound fifteen shillings (£1 15s.) per week (or seven shillings (7s.) per shift).

(d) No Reduction—In any classification in which the effect of the order of the Court dated the 7th day of April, 1955, would be to reduce the secondary wage payable to workers in such classification, such workers shall be entitled to receive a total secondary wage equal to the amount payable under this Award immediately preceding the date of that order.

(For the purposes of this paragraph the term "secondary wage" means the difference between the total wage payable (including the industry allowance) and the basic wage.)

6.—Junior Workers.

The following provisions shall apply to the employment of junior workers:—

(i) "Junior Worker" means a worker under the age of twenty-one (21) years and who is not employed as an apprentice.

(ii) Junior Workers (unless paid the wages prescribed in subclause (b) of clause 5) shall not be employed in or about any mine in a greater proportion than one to every fifteen (15) or fraction thereof of the adult workers employed in the mine in occupations for which apprenticeship is not provided.

(iii) No junior worker under eighteen (18) years of age shall be regularly employed underground.

(iv) No junior worker (except he is at present employed and is between the ages of eighteen (18) and twenty-one (21) years) shall be employed in the following departments or callings: rock drill

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 362 of 1955.

Between Lake View and Star Limited, Applicant,
and Australian Workers' Union, Westralian
Branch, Industrial Union of Workers, Respondent.

HAVING heard Mr. F. S. Cross on behalf of the Applicant and Mr. F. Collard on behalf of the Respondent, the Court in pursuance of the powers contained in Section 92 of the Industrial Arbitration Act, 1912-1952, doth hereby order and declare that Award No. 11 of 1946, as amended, be and the same is hereby further amended and the said Award is consolidated with such amendments in the terms of the attached Schedule.

This Order shall operate as from the beginning of the first pay period commencing after the date hereof.

Dated at Perth this 22nd day of December, 1955.

By the Court,

[L.S.]

(Sgd.) R. V. NEVILL,
President.

Schedule.

1.—Name of Award.

This Award shall be known as the A.W.U. (Gold Mining) Award No. 11 of 1946, as amended and consolidated.

2.—Arrangement.

1. Name of Award.
2. Arrangement.
3. Term.
4. Area.
5. Rates of Wages.
6. Junior Workers.
7. District Allowance.
8. Hours (Other than Continuous Process Workers).
9. Overtime (Other than Continuous Process Workers).
10. Continuous Process Workers.
11. Rest Period after Overtime.
12. Shift Work.
13. Pieceworkers.
14. Payment for Sickness.
15. Wet Places.
16. Dry Crushing Plant.
17. Holidays.
18. Annual Leave.
19. Casual Workers.

men in shafts, rock drill men in rises, rock drill men in winzes, hand miners in shafts, hand miners in rises, hand miners in winzes, shaft timber men, man in charge of explosives, scalers, platmen, brace-men, or any other calling or in any place which the Board of Reference may consider unfit for the employment of juniors, either generally or within named age limits.

(v) Junior workers shall not be employed in those callings in the industry in which apprenticeship is provided for, except as strikers to blacksmith's apprentices, rivet boys, messenger boys and cleaners-up.

(vi) Rates of wages—

	Percentage of Basic Wage District Allow- ance and Industry Al- lowance per shift.
Under 17 years of age	50
Between 17 and 18 years of age	60
Between 18 and 19 years of age	70
Between 19 and 20 years of age	80
Between 20 and 21 years of age	100

7.—District Allowance.

Payments shall be made in accordance with the provisions contained in Schedule 2 annexed hereto, so far as applicable.

8.—Hours (Other than Continuous Process Workers).

(a) Forty (40) hours, exclusive of crib time, shall constitute a week's work for surface workers. Where three shifts are worked on the surface the forty (40) hours shall then be inclusive of crib time for such shift workers.

(b) Thirty-seven (37) and one half ($\frac{1}{2}$) hours shall constitute a week's work underground, including crib time.

(c) For workers employed on a forty (40) hour week, a week's work shall consist of eight (8) hours per day, Mondays to Fridays, exclusive of crib time.

(d) In the case of underground workers, the hours of each such shift shall comprise seven (7) hours thirty (30) minutes on Mondays to Fridays inclusive, and the shifts shall be so arranged that an interval of thirty (30) minutes will separate the finishing hour of one shift from the commencing hour of the next following shift.

(e) Six (6) hours shall constitute a shift's work in all rises or in sinking specially wet shafts and winzes, and for men engaged inside the gas or water spaces of any boiler or flue in cleaning or scraping work, and for men engaged in cleaning dust bins or dust flues. In case of boiler cleaners working broken shifts, one hour on the above description of work shall count as one hour and twenty (20) minutes. In the case of Lancashire and Cornish boilers, all time necessary for a boiler cleaner to come out for a spell shall count as time worked in the boiler.

9.—Overtime (Other than Continuous Process Workers).

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

(b) Work done on Saturdays and Sundays shall be paid for at the rate of time and a half for the first two (2) hours and double time thereafter, except work in connection with repairs to machinery which has broken down and caused a stoppage of operations when the rate shall be time and a half throughout.

(c) When a worker is recalled to work after leaving the job, he shall be paid for at least two (2) hours at overtime rates.

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

(e) 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.

(f) When a worker, without being notified on the previous day, is required to continue working after the usual knock-off time for more than one (1) hour or (in the case of a day-worker) after 5.30 p.m., whichever is the later, he shall be provided with any meal required or shall be paid three shillings and sixpence (3s. 6d.) in lieu thereof.

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

(h) (i) An employer may require any worker to work reasonable overtime (within the limits prescribed by the Mines Regulation Act or any regulations made thereunder) at overtime rates and such worker shall work overtime in accordance with such requirement.

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

10.—Continuous Process Workers.

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

(b) A worker called upon to work a sixth shift in any week shall be paid at the rate of time and a half.

(c) For work done beyond the hours of duty on any day except a holiday, payment shall be at the rate of time and a half for the first two (2) hours and double time thereafter.

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

(e) 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.

(f) When a worker, without being notified on the previous day, is required to continue working after the usual knock-off time for more than one (1) hour or (in the case of a day worker) after 5.30 p.m., whichever is the later, he shall be provided with any meal required or shall be paid three shillings and sixpence (3s. 6d.) in lieu thereof.

(g) All work done on Sundays during the ordinary hours of duty shall be paid for at the rate of time and a half.

11.—Rest Period after Overtime.

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

(b) Where a worker (other than a casual worker) has not had at least eight (8) consecutive hours off duty between his usual finishing time on one day and his usual starting time on the next day the following provisions shall apply:—

(i) He shall if he so desires, be entitled to have eight (8) consecutive hours off duty from the completion of his overtime work until he next commences work, but shall not be paid for such time off duty.

- (ii) If on the instructions of the employer, he continues or resumes work at his ordinary starting time without having such eight (8) hours break, he shall be paid at overtime rates for the balance of the hours less than eight (8) which he has not had off duty. Hours of overtime actually worked since his last usual finishing time, shall be counted in computing the actual rate of overtime under this paragraph.
- (iii) If a worker of his own volition, continues or resumes work at his ordinary starting time without such break, he shall be paid at ordinary rates.

12.—Shift Work.

(a) Men working shifts not subject to weekly rotation shall be paid for each shift other than day shift at the rate of time and one quarter. The roster known as the Great Boulder Roster and other accepted variations thereof, shall be deemed to be subject to weekly rotation.

(b) A worker employed on any shift other than day shift shall be paid five per cent. (5%) in addition to his ordinary rate.

(c) Work other than day shift shall not be recognised as afternoon or night shift unless in either case five (5) consecutive afternoons or nights are worked; but shall be deemed to be overtime; on completion of the fifth consecutive afternoon's or night's work, the worker shall be deemed to have been employed on afternoon or night shift, as the case may be, during the preceding four (4) afternoons or nights, and thereafter during any subsequent consecutive afternoons or nights he is so employed.

13.—Pieceworkers.

There shall be implied in every contract in which a worker is engaged to perform any kind of work at or for a remuneration other than the rates fixed by this Award—

(a) Where the engagement is for a period of time, such period shall not be determined before the expiration thereof, without the written consent of the worker.

(b) Where the engagement is to perform a specified quantity of work, the amount of work to be performed shall not be curtailed by a greater amount than five per cent (5%).

(c) The rate of remuneration agreed upon shall not be decreased during the engagement.

(d) A worker working under any agreement of payment by results, shall be paid at least the total rate of pay he would have been entitled to if he had been working under a contract of daily service.

(e) Any necessary hand tools shall, in the first instance, be supplied by the employer, and on production of any such worn out tool or on satisfactory evidence of loss without the fault of the worker, such tool shall be replaced by the employer without cost to the worker.

(f) The price of any article supplied by the employer for the use of the workers during the period of his engagement, shall not be increased during the period, and shall in no case, exceed the cost or price of the article to the employer at the place of supply.

(g) Where the work is to be carried out by a body of workers acting together, the number of workers to be employed shall be specified in the contract. In the event of the specified number of workers not being present during any shift, the employer may provide a substitute in the place of any worker absent, and shall pay such substitute wages at the rates fixed by this Award, or by the contract, whichever shall be the greater, for the work done by him during the time he is so employed as a substitute, and may charge such payment against any money found due under the contract. Provided that if any substitute provided by the employer is unacceptable to the workers concerned, he shall be replaced by an acceptable substitute as soon as reasonably possible.

(h) Any time lost and not being due to the fault of the workers concerned shall be paid for at the applicable wages rate or alternative work provided for which he shall be paid the applicable rate.

(i) Where any workers are employed to work by or with the contractors at a wages remuneration, the employer shall be entitled to pay the amount due to such wage workers for the period they have been employed, at the rate fixed by this Award, or the rate fixed by the contract, whichever shall be the greater, and to charge the payment so made, against the amount found due to the contractors. A printed copy of these conditions shall be kept exhibited in the change room on the mine.

(j) The employer or his agent shall, after due notice, confer with the piecework committee representing the pieceworkers on any particular shaft, together with an Official of the Union, on any matters that may arise in respect to piecework rates and/or working conditions in the shaft or the workings connected with that shaft.

(k) The employer shall pay each worker individually his share of the earnings and if required render each worker a statement setting out the costs and allocations.

14.—Payment for Sickness.

(a) A worker shall be entitled to payment for non-attendance on the ground of personal ill-health for one-tenth (1/10th) of a week's pay at the Award rate for each 23.7 shifts actually worked at ordinary rates of pay: Provided that, subject to subclause (d) hereof, payment for absence through such ill-health shall be limited to one (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. This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act.

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

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

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

15.—Wet Places.

In all wet places one shilling and sixpence (1s. 6d.) extra per shift shall be paid in addition to the rates set out. This extra payment shall not apply to subclause (e) of clause 8.

16.—Dry Crushing Plant.

No dry crushing plants shall be operated unless under such conditions as obviate dust, so far as is reasonably practicable. It shall be the duty of the Inspector of Mines to make an examination of all dry-crushing plants in his district, once in each month, and at such other times as he may be requested to do so by the secretary of the union. He shall examine and report to the State Court of Arbitration and such report shall be prima facie evidence of the facts stated therein.

17.—Holidays.

The following shall be paid holidays—Christmas Day, Good Friday, Easter Monday, Labour Day and one additional day in each calendar year to be nominated by the employer. If Christmas Day falls on a Sunday, the following Monday shall be kept. Provided that any worker who does not present himself for work (if required) on the working day following any of the abovementioned holidays shall not be entitled to be paid for such holiday unless he produces proof satisfactory to the employer that he was prevented by sickness from presenting himself for work on any such day and that such sickness was not due to intemperance, or misconduct. All work performed on any of the abovementioned holidays shall be paid for at double time, except work in connection with repairs to machinery which has broken down and has caused a stoppage of operations, when the rates shall be time and a half throughout.

18.—Annual Leave.

(a) Annual holidays shall be taken at the convenience of the management of the mine; workers to receive one (1) month's notice of the date on which the holiday is to commence; a committee of three (3) to be appointed on each mine to assist the management in the arrangement of a suitable roster.

(b) Three (3) week's holiday, including fifteen (15) working days, on full pay, shall be granted once in each year to every worker; provided he has worked two hundred and forty-one (241) shifts at ordinary rates of pay, and should he have worked less than two hundred and forty-one (241) such shifts when the said holiday is taken, or at the termination of his employment, he shall be paid for a proportionate number of holidays. Payment for the said holidays shall be at the rate of pay the worker is receiving immediately before the holiday is taken or employment terminated. Provided further that, where the worker is dismissed for wilful misconduct, he shall not be entitled to the benefits of the provisions of this clause.

(c) Continuous process workers shall be granted one (1) week's leave on full pay in addition to the leave prescribed in subclause (a) hereof. Workers who have worked as continuous process workers for less than two hundred and forty-one (241) shifts at ordinary rates of pay shall be granted the proportion of the additional week. The quantum of annual leave to be allowed to a worker shall, for service prior to the 28th day of December, 1955, be calculated in accordance with the provisions of the Award applicable before that date, and for service subsequent to the 28th day of December, 1955, in accordance with the provisions of this subclause.

(d) A pieceworker shall be entitled to be paid, when on holiday, the minimum rate for his grade.

(e) Any worker who has taken part in a strike (including a slow strike) or a general or sectional stoppage of work unauthorised by the employer, during the period of service in respect of which the abovementioned annual holidays are granted, shall forfeit one day of such annual holidays for every day or part of a day during which he takes part in a strike, or in such unauthorised stoppage of work, including a stoppage because of a fatal accident in the mine, except in the case of those workers working in the same shift and the same level as the deceased who desire to attend the funeral and so notify the employer.

(f) This clause shall not apply to casual workers.

(g) If any of the holidays prescribed in Clause 17 of this Award falls during a worker's period of annual leave, and is observed on a day which in the case of that worker would have been an ordinary working day, the worker shall be paid one extra day at ordinary rates for that day or at his option have one day on full pay added to that period for each such holiday.

19.—Casual Workers.

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

20.—Free Water.

In all districts where free water is supplied by the employer single men shall get three (3) gallons and married men six (6) gallons per day.

21.—Drinking Water.

Good drinking water shall be supplied on all levels where men are working, and kept cool and free from dust.

Where practicable, and if required, hot points shall be provided on all levels for the purpose of heating water or, alternatively, if required—

- (a) the employer shall supply hot water to workers at all levels, or
- (b) thermos flasks, if available, shall be supplied to workers. Such thermos flasks to remain the property of the employer and to be replacable at the expense of the worker to whom same is issued unless broken and the broken flask produced to the employer in which case the replacement will be at the cost of the employer.

22.—No Reduction.

Any worker who has been prior to the date of this Award in receipt of a higher rate of pay for his particular class of work than that prescribed by the Award heretofore in force shall not by reason of this Award suffer any reduction in the amount by which such higher rate of pay exceeded the amount formerly prescribed; such excess amount shall not be affected by this Award.

23.—Mixed Functions.

(a) 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.

(b) Any worker regularly engaged in relieving work shall be paid the highest rate applicable to the class of work upon which he is employed during any shift.

24.—Change Rooms.

If more than four (4) persons are employed underground in any mine in one shift, sufficient accommodation shall be provided above ground near the principal entrance to the mine, and not in the engine room or boiler house, for enabling the persons employed in the mine to conveniently dry and change their clothes, and in no case shall men dry their clothes upon a boiler. Hot water shall be supplied in all change rooms.

25.—Reduction of Hands.

Should occasion arise to reduce the number of men employed, the management, in selecting those to be retained, shall give full weight to the consideration of length of service, and, all things being equal, shall retain those who have been longest in the employ of the company.

26.—Accident Pay.

In the event of a worker meeting with an accident during the shift, or being required to attend to one who has met with an accident, he shall be deemed to have rendered duty during the whole of the shift, and be paid accordingly.

27.—Full Payment for Shift.

(a) After beginning a shift, workers shall not be paid less than for a full shift, unless they leave of their own accord, or are dismissed for misconduct. This shall not apply in matters beyond the control of the management.

(b) If, before a worker leaves the works at the end of his shift, and because he is not so informed, he attends at the next shift willing to work it, and there is no suitable work which he is allowed to perform, he shall be paid the wages he would have been entitled to if he had worked the shift he was ready and willing to work. This shall not apply in matters beyond the control of the management.

28.—Payment of Wages.

(a) Payment of wages shall be fortnightly. For mines situated at Kalgoorlie, Boulder and Fimiston, pay day shall be on Friday, the pay period to end on the Tuesday preceding such pay day. Pay day at other mines shall be on a day mutually agreed upon between the employer and the workers concerned, and the customary period shall be allowed between the closing of the pay period and the pay day. Any worker leaving or being discharged shall be paid the full amount of wages due to him within one hour of ceasing work, or within one hour of the opening of the mine office if such office was closed at the time of his ceasing work, or if the work done requires to be measured or assessed he shall be paid at the prescribed Award rates within two (2) hours of ceasing work. Provided that in the case of a machine miner who leaves during a pay period any settlement in excess of his wages rates shall, if requested by the miner concerned, be made within twenty-four hours and in the case of any other pieceworker who leaves during a pay period any settlement in excess of his wages' rates, shall be made on the next succeeding pay day.

(b) If on any mine a section of workers is obliged to deviate one half ($\frac{1}{2}$) mile or more from their journey to their home for the purpose of receiving their pay, a second pay place shall be established for the convenience of such workers.

(c) When or before payment of wages is made to an employee, he shall be issued with a docket showing at least the gross amount of wages and the details of any deductions that are made from his earnings. Upon request by the worker he shall also be furnished within a reasonable time of such request, with details of the hours and rates of any overtime worked.

29.—Ventilation.

(a) Where the ventilation in any place is inadequate no work, excepting such as is necessary for the purpose of remedying the conditions, shall be undertaken in that place until the ventilation is adequate.

(b) The ventilation in any place shall be determined by the District Inspector of Mines.

(c) From the decision of a District Inspector, an appeal shall lie to the Mines Ventilation Board hereinafter constituted. Such appeal shall be instituted by notice in writing to the other parties affected and to the Under Secretary for Mines, which notice must be given within seven (7) days from the date the party appealing is notified of the District Inspector's decision. The Under Secretary will then convene the Board, which will meet as soon as possible, on a date to be notified by the Under Secretary.

(d) For the purpose of this clause the Mines Ventilation Board is hereby constituted, such Board to consist of:—

- (i) the State Mining Engineer;
- (ii) the Commissioner of Public Health;
- (iii) a workmen's inspector appointed by the Union;
- (iv) a representative appointed by the employers, or, if unable to act, their respective nominees.

The State Mining Engineer (or his nominee) shall be chairman of the Board. The Commissioner of Public Health shall be a member of the Board in an advisory capacity only, and without a vote. The decision shall be in accordance with the majority of votes. The presence of four (4) members shall be necessary for a quorum. The decision of the Board shall be final.

(e) All reasonable costs and charges of the Board and the members shall be rendered to the Under Secretary for Mines, who shall apportion them equally between the Mines Department and the parties to this Award. Provided that the Board may order any appellant to pay the whole or a certain proportion or amount of the costs of any appeal which the Board may declare to be trivial, and such appellant shall forthwith pay any such sum.

30.—Underground Workers.

All men who have to go underground to work and the bracemen shall work the same hours as miners.

31.—Explosives.

Any underground worker required by the management to use explosives shall be classed as a miner.

32.—Lime.

Lime used in the reduction of ore shall not be mixed in battery bins.

33.—First Aid.

(a) In any mine where workers are employed, a First-aid outfit shall be provided.

(b) Each shift boss or foreman shall have ready and available for use on his person a small emergency supply of bandages and padding, or similar requisites.

(c) In mines where over twenty (20) men are usually employed underground, a man qualified in first-aid work and in the use of suitable oxygen breathing apparatus supplied by the employer shall be employed.

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

34.—Resumption of Work After Annual Leave.

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

35.—Definitions.

"Wet Places": Should any dispute arise as to whether any place is wet, or specially wet, within the meaning of clause 15 or of clause 8, sub-clause (e), such dispute shall be referred to a Board of Reference as hereinafter appointed.

"Timberman (ordinary)": Timberman shall mean a worker engaged in underground timber work, but a miner timbering his own workings shall not be classed as a timberman. This term is not meant to apply to any worker who may be called upon to assist in lifting or carrying timber or handing up tools or similar work.

"Timberman (shaft)": A shaft timberman shall mean a worker engaged in shaft timbering or timber work, but a miner timbering his own shaft shall not be classed as a shaft timberman.

"Braceman" shall mean any worker in charge of a cage or kibble at the mouth of a shaft. If more than one cage, each worker shall be classed as a braceman, but shall not include any worker who may be temporarily assisting a braceman in loading.

"Platman" or "Skipman" shall mean any worker in charge of a cage or skip; if more than one cage or skip, each worker so in charge shall be classed as a platman or skipman.

"Leading Fireman" shall mean a fireman who attends to feed pumps, feed water, gauge glasses etc., and/or where only one fireman is employed on more than one boiler, he shall be classed as in charge.

"Pipe Assembler" shall mean a worker solely engaged in assembling, joining and fixing pipes that have been cut, threaded and prepared for use.

"Ore Treatment Operator" shall mean a worker who operates a section of a continuous process plant and includes:—

- (i) Special mill operator and repairer;
- (ii) ball mill operator;
- (iii) solutionist;
- (iv) filter man (any type of filter);
- (v) flotation operator;
- (vi) roaster man;
- (vii) calcine operator;
- (viii) hydraulic fill operator;
- (ix) wilfley table operator;
- (x) jig operator;
- (xi) samplers;

- (xii) amalgamators;
- (xiii) strake man;
- (xiv) smelter;
- (xv) tailings dam man;
- (xvi) sewing machine man;
- (xvii) hydraulic gun operator;
- (xviii) repairer;
- (xix) greaser;
- (xx) crusher operator (including secondary crushers).

"Continuous process work" means work carried on with consecutive shifts of men throughout the 24 hours of each of at least six (6) consecutive days without interruption except during breakdowns or meal breaks or due to unavoidable causes beyond the control of the employer.

36.—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 and be employed at the proposed lesser rate.

37.—Junior Worker's Certificate.

Junior workers upon being engaged shall, if required, furnish the employer with a certificate containing the following particulars:—

- (i) name in full;
- (ii) age and date of birth.

No worker shall have any claim upon an employer for additional pay, in the event of the age of the worker being wrongly stated on the certificate. If any worker shall wilfully misstate his age in the above certificate, he alone shall be guilty of a breach of this Award.

38.—Board of Reference.

(a) The Court hereby appoints, for the purposes of the Award, a Board of Reference for each mine.

(b) The Board shall consist of a Chairman who, failing agreement between the parties, shall be appointed by the Court, and two (2) other representatives, one to be nominated by each of the parties.

(c) There shall be assigned to each such Board the functions of:—

- (i) deciding matters specifically referred to in the Award as being the subject matter of a decision of the Board;
- (ii) adjusting any matters of difference which may arise between the parties from time to time, except such as involve interpretations of the provisions of the Award, or any of them;
- (iii) deciding all matters and questions referred to in the Award as being the subject of mutual agreement, if not agreed upon;
- (iv) deciding any other matter that the Court may refer to such Board from time to time.

(d) An appeal shall lie from any decision of such Board in the manner and subject to the conditions prescribed in the regulations to the Industrial Arbitration Act, 1912-1952, which for this purpose are embodied in and form part of this Award (Regulation 106).

(e) There shall be no cessation of work pending the reference to and the settlement of any dispute by the Board.

39.—Special Rates.

(a) Leading Hand; Any worker appointed as a leading hand by the management shall be paid three shillings (3s.) per shift in excess of the highest margin applicable to the work being carried out.

(b) Height Money: Surface workers engaged in the erection of structures at a height of fifty (50) feet or more above the nearest horizontal plane shall be paid at the rate of one shilling and tenpence (1s. 10d.) per shift extra.

40.—Protective Clothing.

Workers in very wet places shall be provided with oilskin coats and rubber boots.

Rubber gloves shall be provided for workers handling cyanide, xanthates or corrosive acids.

Protective clothes shall be provided for workers coming into contact with quick-lime.

41.—Employment.

(a) Subject to the provisions contained hereunder, preference of employment in the industry to which this Award relates shall be given to members of the Australian Workers' Union, Westralian Branch Industrial Union of Workers, or to members of any other registered Industrial Union which is a party to an Award or Industrial agreement in the gold mining industry; or to persons who give the employer an undertaking in writing to make application to join any such registered union within one month of accepting employment. Provided that—

- (i) There are members of the relevant union, or intending members, applying as aforesaid, equally qualified with other workers offering their services to perform the particular work to be done and ready and willing to undertake the same; and
- (ii) the rules of such union shall permit any worker of good character with the requisite qualifications (if any) coming within the scope of this Award to become a member of the union upon payment of the subscription and/or entrance fee prescribed by the registered rules.

(b) Where a worker, not having been a member of the relevant union at the time of his engagement, applies for membership of the union within one month of his engagement, it shall be deemed that no question of preference has arisen.

(c) If during the continuance of this Award, anything in the nature of a strike occurs in the industry hereby regulated, or if there is any restriction in output by the workers or any section thereof acting in concert, the benefit of this clause shall thereupon cease and determine in so far as the particular union or unions involved is, or are, concerned.

For further assurance, and without modification of or prejudice to the foregoing provisions of this sub-clause, the employer may at any time apply to the Court, upon giving seven (7) days' notice to the union, for a declaration hereunder and the consequential cancellation of this clause, and the Court upon cause being shown shall make a declaration and order accordingly appropriate to the particular case.

(d) The provision of this clause shall not apply to junior workers, apprentices, or to members of the staff of any mine.

42.—Representative Interviewing Workers.

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

43.—Crib Places.

Surface.

(a) When the number of workers employed on the surface exceeds ten (10), the employer shall provide a fit and proper crib room.

(b) The room referred to in the preceding paragraph shall be furnished by the employer with seats and tables.

(c) Where practicable, the employer shall supply boiling water at meal times.

(d) The employer shall provide a reasonably vermin proof and ventilated cupboard in which the workers may store their cribs.

Underground.

(a) One or more places shall be set aside in each level on or from which men are working, in the driest and most comfortable positions available, at which the men shall eat their food.

(b) Such places shall be so situated that workers shall not be required to travel further than 1,000 feet from their working place to such crib place.

(c) Such places shall be provided with tables, seats, and a ventilated and reasonably vermin proof cupboard in which the workers may store their cribs.

(d) The employer shall provide covered receptacles at all crib places to receive all meal scraps and other refuse and to arrange for the disposal of same. No person shall throw or leave waste food about the mine except in the receptacles provided.

(e) Adequate provision shall be made within fifty feet (50 ft.) of each crib place to enable employees to wash at crib time.

44.—Record.

(a) Each employer shall keep a time and wages book showing the name 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 the inspection of a duly accredited official of the union, during the usual office hours, at the employer's office or other mutually convenient place, and such official shall be at liberty to take extracts therefrom. If for any reason the record be not available at the office or other mutually convenient place when the official desires to inspect it, it shall be made available for inspection within twelve (12) hours either at the employer's office or other mutually convenient place.

45.—Inspections.

The secretary or any other official of the union authorised in writing by the president or the secretary shall, at times convenient to the employer be allowed to inspect all places during working hours where members of their union are employed, provided that they shall not impede or obstruct the workers in carrying out their work. Underground inspections, except in cases relating to any dispute between the parties, shall not be more frequent in any shaft than once in any period of six months. Liberty is reserved to either party in reference to this clause.

46.—Re-employment after Accident.

Any worker who, as a result of his employment, suffers an accident, and following treatment is certified by his doctor as fit to resume work, shall, if and when practicable, be re-employed.

Schedule I.—Wages.

Occupation	Margin Per Shift	
	s.	d.
Underground:		
1. Rock drill men in shafts	9	9
2. Rock drill men in rises	8	2
3. Rock drill men in winzes	7	4
4. Rock drill men in all other places including open cuts	6	6
5. Popper machine men	6	1
6. Hand miners in shafts	7	4
7. Hand miners in rises	5	8
8. Hand miners in winzes	4	11
9. Hand miners in all other places including open cuts	4	1
10. Shaft timberman	9	9
11. Timberman	7	4
12. Timber dresser	4	11
13. Mullocker (hydraulic fill) (including wet pay)	4	11

Underground—continued.

	Margin Per Shift	
	s.	d.
14. Mullockers, truckers, shovellers and tool carriers	1	3
15. Bracemen, platmen and skipmen	4	1
16. Man in charge of explosive magazine	4	11
17. Platelayers	4	1
18. Scalers	7	4
19. Samplers	4	1
20. Pitman, pumpman engaged watering a mine	6	6
21. Pipe assembler	4	6
22. Diamond drillers	7	9
23. Diamond driller's assistant	1	8
24. Train crew	4	11
24a. Scraper-hauler operator	5	4
24b. Farrier (special, Gwalia)	9	9
25. Mechanical loader operator	4	11
26. Air hoist operator	4	11
27. Electric hoist operator	4	11
28. Horse driver	1	3
29. Stableman	3	3
30. Sanitary man	8	2

Surface:

31. Ore treatment operator	4	11
32. Battery feeder spalling stone	2	5
33. Assayer's assistant	4	11
34. Sample crusher	4	11
35. Fireman—		
(a) Leading	5	10
(b) Steam	3	0
36. Wood trimmer loading and unloading firewood	1	3
37. Iron furnaceman	5	4
38. Electric furnaceman	5	4
39. Riggers and spicers	5	4
40. Riggers and spicer's assistant	1	3
41. Overhead rheostatic crane operator	4	11
42. Dressers, fettlers and grinders	1	3
43. Hammer driver	2	10
44. Boiler cleaner	6	6
45. Greasers, cleaners and oilers	2	10
46. Tradesman's labourer	2	10
47. Sawyer and benchman	4	11
48. Sawyer firewood	0	10
49. Spotters	4	6
50. Blacksmith's striker	2	10
51. Platelayer	2	10
52. Concrete labourer	2	10
53. Train crew	2	10
54. Motor man	4	6
55. Sanitary man	8	2
56. Watchman	4	1
57. Air hoist operator	4	6
58. Electric hoist operator	4	6
59. Pumpman	4	1
60. Tool sharpener	5	4
61. Horse driver	Nil	
62. Motor truck driver up to 25 cwt. capacity	4	11
63. Motor truck driver over 25 cwt. to 3 tons	6	1
64. Motor truck driver exceeding 3 tons capacity	7	4
65. Tractor driver	6	1
66. Scraper hauler operator	5	4
67. Brush hand	2	10
68. Brush hand using spray	3	3
69. General labourer	Nil	
70. Bulldozer driver	12	3

The above wages are payable under a contract of daily service.

Schedule II.—District Allowances.

(i) In addition to the wages prescribed in Clause 5 of this Award, the following allowances shall be paid for five (5) days per week to workers employed in the districts which are hereinafter respectively described, with the exception of districts contained therein which are situated within a radius of ten (10) miles of Kalgoorlie, Coolgardie, and Southern Cross, viz:—

(a) First District: Lying South of Kalgoorlie and comprised within lines starting from Kalgoorlie, then W.S.W. to Woolgangle,

thence S.E. to Dundas, thence N.E. to a point ten (10) miles East of Karonie on the Trans-Australia line, and thence back to Kalgoorlie; at the rate of five shillings and threepence (5s. 3d.) per week extra for those mines within ten (10) miles of the railway and eight shillings (8s.) per week for those outside.

- (b) Second District: Starting from Kalgoorlie W.S.W. to Woolgangie, thence N.N.W. to the intersection of the 120 E. meridian with the 30 S. parallel of latitude, thence N.E. by E. to Kookynie, thence back to the point ten (10) miles East of Karonie on the Trans-Australia line, and thence back to Kalgoorlie; at the rate of seven shillings (7s.) per week extra for those mines within ten (10) miles of the railway and nine shillings (9s.) per week for those outside.
- (c) Third District: Starting from and including Kookynie, then N. by W. to Kurrajong, thence N.E. to Stone's Soak, thence S.E. to and including Burtville, thence S.W. through Pindinnie to Kookynie; at the rate of seven shillings (7s.) per week extra for those mines within ten (10) miles of the railway and nine shillings (9s.) per week for those outside.
- (d) Fourth District: Surrounding Southern Cross within a radius of thirty (30) miles; for those mines outside a radius of ten (10) miles from Southern Cross, including Westonia and Bullfinch, at the rate of two shillings and sixpence (2s. 6d.) per week.
- (e) Fifth District: Comprising all mines not specifically defined in the foregoing boundaries, but within the area comprised within the 24th and 26th parallels of latitude; at the rate of twelve shillings (12s.) per week.

(ii) Notwithstanding anything herein contained, the following allowances shall be paid in the districts or mines mentioned hereunder:—

	Per Week
	s. d.
Ora Banda and Waverley Districts	7 0
Yalgoo District	7 0
Meekatharra, Mt. Magnet and Cue Districts	8 6
Wiluna District	10 0
Youanmi District	10 0
Cox's Find Gold Mine	9 0
Corduroy Gold Mine and Mines within ten (10) miles radius therefrom	12 0
Lallah Rooke Gold Mine, Halley's Comet Gold Mine, Prophecy Gold Mine, and mines within ten (10) miles radius therefrom	15 0
Mayfield District	7 0
Evanston District	10 0

With regard to the Meekatharra, Mt. Magnet, Cue and Yalgoo and Wiluna Districts, an additional allowance at the rate of one shilling and sixpence (1s. 6d.) per week shall be paid to workers employed at mines situated five (5) miles from a Government railway.

With regard to the Big Bell Gold Mine, the Triton Gold Mine, and Cox's Find Gold Mine, the sum of one shilling and sixpence (1s. 6d.) per week may be deducted from the district allowance which would otherwise be paid.

(iii) In the case of any mine or district within the area to which this Award applies which is not dealt with under the provisions of this Schedule, the union may apply to the Court at any time for the purpose of having an allowance prescribed, upon serving upon the employer concerned fourteen (14) days' notice thereof prior to the date of such application the service of such notice shall be made pursuant to the provisions relating thereto prescribed by the regulations under the Industrial Arbitration Act, 1912-1952.

IN THE COURT OF ARBITRATION OF
WESTERN AUSTRALIA.

No. 428 of 1955.

Between the Metropolitan and South Western Federated Engine Drivers and Firemen's Union of Workers of Western Australia, Applicant, and the State Electricity Commission of Western Australia, Respondent.

HAVING heard Mr. H. Iles on behalf of the Applicant and Mr. A. B. Stannard on behalf of the Respondent, and by consent, the Court in pursuance of the powers contained in Section 92 of the Industrial Arbitration Act, 1912-1952, doth hereby order and declare that Award No. 86 of 1948, as amended, be and the same is hereby further amended in the following terms:—

Schedule of Wages.

Delete existing Items 27 and 36 and insert in lieu thereof:—

	Margin over Basic Wage.
	£ s. d.
27. Boiler Cleaner	1 17 6
36. Engine Plant Cleaner	1 2 0

This Order shall operate as from the beginning of the first pay period commencing after the date hereof.

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

Dated at Perth this 16th day of December, 1955.

By the Court.

COMPANIES ACT, 1943-1954.

Notice of Situation of Registered Office and of the Days and Hours during which such office is Accessible to the Public.

Pursuant to Section 99 (4).

Astra Investments Pty. Limited.

NOTICE is hereby given that the Registered Office of Astra Investments Pty. Limited is situated at 12 Forrest Avenue, East Perth, and that the days and hours during which such office is accessible to the public are as follows:—Monday to Friday (both inclusive), from 10 a.m. to 12 noon and 2 p.m. to 4 p.m. (public holidays excepted).

Dated the 20th day of January, 1956.

S. W. PERRY,
Director.

Stone, James & Co., 47 St. George's Terrace,
Perth, Solicitors for the Company.

COMPANIES ACT, 1943.

Notice of Situation of Registered Office and of the Days and Hours during which such Office is Accessible to the Public.

Pursuant to Section 99 (4).

Almans Sports Co. Pty. Ltd.

To the Registrar of Companies.
NOTICE is hereby given that the Registered Office of Almans Sports Co. Pty. Ltd. is situated at 211 Hannan Street, Kalgoorlie, and that the days and hours during which such office is accessible to the public are as follows:—Mondays to Fridays, 10 a.m. to 4 p.m., public holidays excepted.

Dated the 27th day of January, 1956.

S. A. ALMAN,
Director.

O'Dea & O'Dea, of Perth and Kalgoorlie, Solicitors for the Company.

Western Australia.
COMPANIES ACT, 1943-1954.
Section 99 (4).

C. J. Deykin Pty. Ltd.

Notice of Situation of Registered Office.

NOTICE is hereby given that the Registered Office of C. J. Deykin Pty. Ltd. is situated at 2nd Floor, Alliance Assurance Building, 96 St. George's Terrace, Perth, in the State of Western Australia, and that the days and hours during which such office is accessible to the public are Mondays to Fridays except public holidays from 9 a.m. to 5 p.m.

Dated this 1st day of February, 1956.

C. J. DEYKIN,
Director.

Boulton Godfrey & Virtue, Solicitors, 66 St. George's Terrace, Perth.

COMPANIES ACT, 1943-1954.

Notice of Change in Situation of Registered Office of a Company incorporated outside Western Australia which carries on business within Western Australia.

Pursuant to Section 330 (4).

Lane's Pty. Limited.

To the Registrar of Companies.

LANE'S PTY. LIMITED hereby gives notice that the Registered Office of the Company was, on the 18th day of January, 1956, changed to and is now situate at 497 Murray Street, Perth.

Dated the 20th day of January, 1956.

K. J. FALKNER,
Agent in Western Australia.

Stone James & Co., Solicitors for the abovenamed Company.

COMPANIES ACT, 1943-1954.

Notice of Increase in Share Capital beyond the Registered Capital.

Pursuant to Section 66.

Armstrong Dimmitt Pty. Ltd.

ARMSTRONG DIMMITT PTY. LTD. hereby gives notice that by a resolution of the Company passed on the 21st day of December, 1955, the nominal share capital of the Company was increased by the addition thereto of the sum of £25,000 divided into 20,000 "A" ordinary class shares of 10s. each and 30,000 ordinary class shares of 10s. each beyond the registered capital of £75,000.

The additional capital is divided as follows:—

Number of Shares, Class of Shares, Nominal Amount of Each Share.

20,000; "A" ordinary; 10s.

30,000; ordinary; 10s.

The conditions subject to which the new shares have been or are to be issued are as follows:—Voting Rights—Identical with those of existing holders of ordinary shares and "A" class ordinary shares. Dividends—To rank in all respects *pari passu* with the existing ordinary and "A" class ordinary shares in the Company.

The rights attached to preference shares or to each class of preference shares forming part of the original or increased capital of the Company are:—(i) Fixed cumulative preferential dividend at the rate of £6 per centum per annum. (ii) Priority in a winding-up as to both capital and arrears of dividend. (iii) The same voting rights as are allowed to ordinary and "A" class ordinary shares on any proposal for reducing the capital or for the winding-up or sanctioning a sale of the undertaking of the Company or which directly affects the rights and privileges of holders of preference shares or when the preference dividend is in arrears for more than three months.

Dated this 25th day of January, 1956.

J. C. HANSON,
Secretary.

AUSTRALASIAN OIL EXPLORATION LIMITED.
Advertisement of Lost Share Certificates.

NOTICE is hereby given that share certificates detailed hereunder have been lost, stolen, defaced or destroyed.

Certificate No., Inclusive Share Nos.,
Registered Proprietor.

76383/4; 7638201-7638400; Edgar Henry Truslove.
77713; 7771201-7771300; Amy Catherine Calnon.
74799; 7479801-7479900; Eric James Ramsay.
75239; 7523801-7523900; Felicia Phyllis Simpson.
7541; 754001-754100; Margaret Rosemary Worgan
Monger.

7168; 716701-716800; Margaret Rosemary Worgan
Monger.

83122/83124; 8312101-8312400; Margaret Rosemary
Worgan Monger.

74334/5; 7433301-7433500; Raymond John McMor-
row.

100854/7; 10085301-10085700; Wallace Johnstone.
36305/8; 3630401-3630800; Wallace Johnstone.

It is the intention of the Company, on the expiration of 28 days from date of this notice, to issue to the abovenamed registered proprietors duplicate certificates.

Dated 2nd February, 1956.

L. MADDEN,
Secretary,
151 Adelaide Terrace, Perth.

COMPANIES ACT, 1943-1954.

Notice of Registered Office.

Challens Battery Service Pty. Limited.

NOTICE is hereby given that the Registered Office of Challens Battery Service Pty. Limited is situated at 3-5 Citron Street, Perth, and that the days and hours during which such office is accessible to the public are as follows:—Mondays to Fridays, 8.30 a.m. to 1 p.m. and 2 p.m. to 5 p.m., public holidays excepted.

Dated the 15th day of January, 1956.

W. G. TESTER,
Director.

Nicholson, Verschuer & Nicholson, of The Bank of Adelaide Chambers, 97 St. George's Terrace, Perth, Solicitors for the Company.

COMPANIES ACT, 1943-1946.

Notice of Intention to Cease Business in
Western Australia.

Pursuant to Section 337.

Milton Antiseptic (Aust.), Pty. Limited.

NOTICE is hereby given that Milton Antiseptic (Aust.) Pty. Ltd., a Company registered under Part XI of the Companies Act, 1943-1946, and having its Registered Office at 67 King Street, Perth, in the State of Western Australia, intends voluntarily to cease to carry on business in the said State on and after the 31st May, 1956.

Dated this 26th day of January, 1956.

JOHN T. CRUICKSHANK,
Agent.

COMPANIES ACT, 1943-1946.

Notice of Change of Company Name.

Section 30 (5).

NOTICE is hereby given that South West Co-operative Dairy Farmers Limited has, by special resolution of the Company and with the approval of the Registrar of Companies, signified in writing changed its name to Sunny West Co-operative Dairies Limited.

Dated the 31st day of January, 1956.

G. J. BOYLSON,
Registrar of Companies.

COMPANIES ACT, 1943-1954.

Custom Cabs Pty. Ltd.

NOTICE is hereby given, pursuant to section 244 (1) of the abovementioned Act that a meeting of the creditors of the Company will be held at the Registered Office, 29 James Street, Perth, at 3 p.m., on the 20th day of February, 1956, that is, the day of a meeting of the Company at which a resolution for the voluntary winding-up is to be proposed, and at which, if such resolution is passed, it is proposed to submit a further resolution that a liquidator of the Company be appointed by the creditors.

Dated this 3rd day of February, 1956.

By order of the Board,

A. M. AITKEN,

Secretary.

Jackson, McDonald, Connor & Ambrose, Solicitors, Perth.

T. E. BUTLER & CO. PROPRIETARY LIMITED hereby gives notice that the Registered Office of the Company is situated at 3 Pakenham Street, Fremantle, and that the days and hours during which such Office is accessible to the public are as follows:—Monday to Friday inclusive from 9 a.m. to 5 p.m.

Dated this 3rd day of February, 1956.

H. MOMBER,

Agent in Western Australia.

Frank Unmack & Cullen, Solicitors, Fremantle.

IN THE MATTER OF THE COMPANIES ACT,
1943-1954.

NOTICE is hereby given that pursuant to section 402 and 405 of the abovenamed Act, the undermentioned person has been registered on the date specified as qualified to act as Auditor of Companies:—

Alfred King Atkins, of 41 Barrack Street, Perth, date of registration 23rd January, 1956.

T. MACFARLANE,

Deputy Registrar of Companies.

IN THE MATTER OF THE COMPANIES ACT,
1943-1954.

(Section 296, Subsection (5).)

NOTICE is hereby given that the names of the undermentioned companies have been struck off the Register of Companies and the said companies are dissolved as from the date of publication of this notice.

152/53—Aspex Chemical Industries Limited.

113/53—Gascoyne Building Coy. Pty. Ltd.

7/53—Reciprocal Trade (Australia) Pty. Ltd.

97/52—Plastic Art Signs Pty. Ltd.

31/52—Albany Producers Co-operative Ltd.

11/52—A. G. Roach & Co. Pty. Limited.

7/52—The London & Dominions Insurance Association Limited.

56/51—Keep-on Pty. Ltd.

34/51—Contractors Pty. Ltd.

62/49—Smithfield Tin Mining Company No Liability.

72/47—Westralian Fishermen Limited.

65/47—Spuncrete (W.A.) Limited.

5/47—Meekatharra Sands Treatment & Mining No Liability.

48/38—Eradu Coal Limited.

118/37—Peninsula Copper Mining Company Proprietary Limited.

10/30—Federal Bus Service Limited.

9/19—Tunney Farmers Co-operative Company Limited.

33/15—The White Wheatley Motors Limited.

Dated the 6th day of February, 1956.

G. J. BOYLSON,
Registrar of Companies.IN THE MATTER OF THE COMPANIES ACT,
1943-1954.

(Section 340, Subsection 4.)

NOTICE is hereby given that the names of the undermentioned companies have been struck off the Register of Companies and the said Companies have ceased to be registered under Part XI of the above Act as from the date of publication of this notice:—

F11/51—New Metals (Aust.) Limited.

F43/51—Western Shaw Gold No Liability.

F44/51—Western Wolfram No Liability.

Dated the 6th day of February, 1956.

G. J. BOYLSON,
Registrar of Companies.IN THE SUPREME COURT OF WESTERN
AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Laurent Albert Frederick Gilbert, formerly of 66 King George Street, Victoria Park, but late of 213 Walcott Street, Mount Lawley, in the State of Western Australia, Retired Rubber Planter, deceased.

ALL claims or demands against the estate of the abovenamed deceased must be sent in writing to the Executrix care of Messrs. Ilbery & Toohey, of 63 St. George's Terrace, Perth, on or before the 12th day of March, 1956, after which date the said Executrix will proceed to distribute the assets of the said deceased amongst the persons entitled thereto having regard only to the claims and demands of which she shall then have had notice.

Dated 1st February, 1956.

ILBERY & TOOHEY,

63 St. George's Terrace, Perth, Solicitors for the Executrix.

IN THE SUPREME COURT OF WESTERN
AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Mervyn John Bateman, formerly of Hamilton Street, East Fremantle, in the State of Western Australia, Business Manager, but late of Lawson Flats, 6 Esplanade, Perth, in the said State, Company Director, deceased.

ALL claims or demands against the estate of the abovenamed deceased must be sent in writing to the Executor of the Will, The Perpetual Executors Trustees and Agency Company (W.A.) Limited, of 89 St. George's Terrace, Perth, in the State of Western Australia, on or before the 12th day of March, 1956, after which date the said Executor will proceed to distribute the assets of the said deceased amongst the persons entitled thereto having regard only to the claims and demands of which it shall then have had notice.

Dated the 6th day of February, 1956.

UNMACK & UNMACK,
12 Howard Street, Perth,
Solicitors for the Executors.IN THE SUPREME COURT OF WESTERN
AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Alfred Charles Hill, late of "Dundonald," 13 Grange Street, Swanbourne, in the State of Western Australia, Business Manager, deceased.

ALL claims or demands against the estate of the abovenamed deceased must be sent in writing to the Executor, The West Australian Trustee Executor and Agency Company Limited, of 135 St. George's Terrace, Perth, on or before the 12th day of March, 1956, after which date the said Executor will proceed to distribute the assets of the said deceased amongst the persons entitled thereto having regard only to the claims and demands of which it shall then have had notice.

Dated the 6th day of February, 1956.

STONE JAMES & CO.,
Solicitors for the Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Eliza Eaton, late of 11 Westbury Crescent, Bicton, in the State of Western Australia, Widow, deceased.

ALL claims or demands against the estate of the abovenamed deceased must be sent in writing to the Executors, care of the undersigned, on or before the 12th day of March, 1956, after which date the said Executors will proceed to distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to the claims and demands of which they shall then have had notice.

Dated the 6th day of February, 1956.

KOTT & WALLACE,
of 62 St. George's Terrace, Perth,
Solicitors for the Executors.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the Will and Codicil of Robert Blair Laird, late of Auchensail Farm, Kodj Kodjin, near Trayning, in the State of Western Australia, Farmer, deceased.

ALL claims or demands against the estate of the abovenamed deceased must be sent in writing to the Executor, The West Australian Trustee, Executor & Agency Company Limited, of 135 St. George's Terrace, Perth, in the State of Western Australia, on or before the 12th day of March, 1956, after which date the said Executor will proceed to distribute the assets of the said deceased amongst the persons entitled thereto, having regard only to the claims and demands of which it shall then have had notice.

Dated the 6th day of February, 1956.

EVANS & IDDISON,
Avon Terrace, York,
Solicitors for the Executor.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

In the matter of the Will of Annette Agnes Hope, formerly of 101A Snythe Road, Nedlands, in the State of Western Australia, but late of corner of Megalong and Hardy Roads, Hollywood, in the said State, Widow, deceased.

ALL claims or demands against the estate of the abovenamed deceased must be sent in writing to the Executor The Perpetual Executors Trustees and Agency Company (W.A.) Limited, of 89 St. George's Terrace, Perth, in the said State on or before the 12th day of March, 1956, after which date the said Executor will proceed to distribute the assets of the said deceased amongst the persons entitled thereto having regard only to the claims and demands of which it shall then have had notice.

Dated the 3rd day of February, 1956.

BOULTBEE GODFREY & VIRTUE,
of 66 St. George's Terrace, Perth,
Solicitors for the Executor.

PUBLIC TRUSTEE ACT, 1941-1953.

NOTICE is hereby given that, pursuant to section 14 of the Public Trustee Act, 1941-1953, the Public Trustee has elected to administer the estates of the undermentioned deceased persons.

Dated at Perth the 8th day of February, 1956.

J. H. GLYNN,
Public Trustee.

Name of Deceased, Occupation, Address, Date of Death, Date Election Filed.

Nevin, Patrick; Retired Prospector; late of Coolgardie; 4/8/55; 25/1/56.
Nolan, James; Retired Labourer; late of Nedlands; 2/7/55; 26/1/56.
Tracey, Charles Francis Bennett; Rigger; late of Derby; 30/1/55; 26/1/56.
Preston, Charles Robert; Watchmaker; late of Growden Street, Merredin; 5/10/54; 1/2/56.

Borbey, Guiseppa (also known as Joseph Borbey); Market Gardener; late of Mills Street, Queens Park; 9/6/55; 27/1/56.

Nixon, James; Retired Miner; late of 46 Thomas Street, Nedlands; 29/6/55; 26/1/56.

Lofthouse, Albert; Retired Salesman; formerly of Wyndham, but late of 43 Todd Avenue, Como; 15/11/55; 27/1/56.

Kremer, Bernandus Jan; Steward; late of 406 Barker Street, Subiaco; 1/10/55; 27/1/56.

Rowe, William Roy; Miner; late of Downing Street, Norseman; 17/5/55; 27/1/56.

Miller, Tereasa (also known as Teresa Miller); Widow; late of Port Germein; 19/4/53; 21/12/55.

IN THE SUPREME COURT OF WESTERN AUSTRALIA—PROBATE JURISDICTION.

Notice to Creditors and Claimants.

NOTICE is hereby given that all persons having claims or demands against the estates of the undermentioned deceased persons are hereby required to send particulars of such claims or demands to me in writing on or before the 12th day of March, 1956, after which date I will proceed to distribute the assets of the said deceased persons among those entitled thereto, having regard only to those claims or demands of which I shall then have had notice.

Dated at Perth the 8th day of February, 1956.

J. H. GLYNN,
Public Trustee.

Public Trust Office,
A.N.A. House,
Perth, W.A.

Name, Occupation, Address, Date of Death.

Websdale, Theodore Stanley (also known as Stanley Websdale); Station Hand; late of Wynyan-goo Station, Mount Magnet; 16/7/55.
George, Jack Wilfred; War Pensioner; formerly of c/o. Post Office, Woodanilling, but late of 137 Clive Street, Katanning; 26/4/55.
Price, Victor Roy; Labourer; late of Duggan Camp, via Lake Grace; 28/8/55.
Bennett, William Walter Osborne; Cleaner; late of York; 15/11/55.
Bagnall, Howard Henry (also known as Peter Bagnall); Draftsman; late of 37 Ventnor Avenue, West Perth; 28/11/55.
Hooton, Sibbilla Ann; Married Woman; formerly of 8 Elizabeth Street, Mount Lawley, but late of Annesley Rest Home, Lawley Crescent, Mount Lawley; 13/10/55.
Aitchison, William Evans Archibald; Flour Miller but late Invalid Pensioner; late of 140 Roe Street, Perth; 29/11/55.
Vesey, Edward; Mill Hand; formerly of Flat 96, Woodman Point, but late of Lot 1052, Humphrey Street, Bentley Park; 5/1/56.
Marr, Margaret; Spinster; late of West Midland; 6/1/56.
Paterson, Keith Durlacher Pryde; Pastoralist; formerly of Onslow, but late of 3 Havelock Street, West Perth; 10/12/55.
Holmes, Thomas Alfred; Electrician, but late Retired Lead Burner and Railway Employee; formerly of 430 Newcastle Street, Perth, but late of 247 Loftus Street, Leederville; 26/12/55.
Rogers, William; Business Proprietor; late of 134B Stirling Highway, East Claremont; 31/12/55.
Harvey, Ellen Jane; Widow; late of 32 Clifton Street, Nedlands; 21/12/55.
Mackay, Alexander MacDonald; Retired Grocer; formerly of Eastbourne Street, Cottesloe Beach, but late of 9 Broome Street, Mosman Park; 27/12/55.
Turnley, Leonard Linton; Retired Clerk; late of Cowcoving; 8/11/55.
Bennett, Henry; Miner; late of Watson Street, Mount Magnet; 15/7/55.
Hughes, Elizabeth; Widow; late of 6 Bedlington Street, Collie; 12/11/55.
Dench, Mary Ellen; Widow; late of 13 Furnival Street, Narrogin; 9/12/55.

SPECIAL NOTICE.

ADVERTISEMENTS.—Notices for insertion must be received by the Government Printer BEFORE TEN O'CLOCK a.m. on THURSDAY, or the day preceding the day of publication, and are charged at the following rates:—

For the first eight lines, 5s.

For every additional line, 6d.;

and half-price for each subsequent insertion.

To estimate the cost of an advertisement, count nine words to a line; heading, signature and date being reckoned as separate lines.

All fees are payable in advance. Remittances should be made by money order, postal note, or cheque. Exchange must be added to cheques.

Where signatures are appended to copy for publication in the *Government Gazette* they must appear in typewritten or block characters below the written signature. Unless this is done no responsibility will be accepted by this office for any error in the initials or names as printed.

All communications should be addressed to "The Government Printer, Perth."

THE W.A. INDUSTRIAL GAZETTE.

(Published Quarterly.)

THE Annual subscription to the above is seven shillings and sixpence and the charge for a single copy, two shillings and sixpence.

The subscription may be sent to the Government Printer, Perth.

The publication contains reports of all proceedings of the Court of Arbitration and Industrial Boards, all Industrial Agreements, and matter of a similar industrial nature.

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