“THE STATE BATTERIES AGREEMENT”

No. AG 42 of 1977
This Agreement made in pursuance of the Industrial Arbitration Act, 1912-1974, this twenty first day of September, 1977 between the Australian Workers' Union West Australian Branch, of the one part and the Minister for Mines of the other part, witnesseth that the parties mutually covenant and agree the one with the other as follows:-

**1. - TITLE**

This Agreement shall be known as "The State Batteries Agreement" and replaces Agreement No. 19 of 1956.

**2. - ARRANGEMENT**

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**3. - TERM**
The term of this Agreement shall be for a period of three years from the date hereof.

4. - AREA AND SCOPE

This Agreement shall operate over the Yilgarn, Coolgardie, Broad Arrow, Dundas, Phillips River, East Coolgardie, North Coolgardie, North-East Coolgardie, Mt. Margaret, East Murchison, Murchison, Yalgoo, Peak Hill and Gascoyne Goldfields, and that area outside those Goldfields in Western Australia comprised within the 14th and 26th parallels of latitude, and shall apply to workers employed at State Batteries.

5. - CONTRACT OF SERVICE

(1) The contract of service shall be by the week and shall be terminable by one week's notice on either side or by the payment or forfeiture, as the case may be, of a week's wages in lieu of notice. In the case of a casual worker, one day's notice shall suffice.

(2) The employer shall be under no obligation to pay for any day not worked on which the worker is required to present himself for duty, except if such absence is due to illness and comes within the provisions of Clause 13. Payment for Sickness or such absence is on account of holidays to which the worker is entitled under the provisions of this agreement.

(3) 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.

(4) The employer shall be entitled to deduct payment for any day or portion of a day on which the worker cannot be usefully employed through the breakdown of the employer's machinery or any stoppage of work by any cause which the employer cannot reasonably prevent, with the exception of wet weather, in which case the decision as to whether it is too wet shall rest with the engineer in charge, if available, and, in his absence, the foreman.

6. - RATES OF WAGES

An employer on whom this award (or industrial agreement) is binding shall not increase the rate of wage payable to an employee on the 5th February, 1988 or otherwise vary the conditions of employment applicable to an employee on that date so as to increase that employer's labour costs except to the extent that any such increase has been authorised by the Commission after that date.

(1) As per Schedule 1 annexed to this agreement

(2) Industry Allowance: At the rate of $2.25 per week or 45 cents per shift.

6A. - MINIMUM WAGE

(1) Notwithstanding the provisions of clause 6. - Rates of Wages hereof, no adult male worker shall be paid less than $275.50 per week as ordinary rates of pay in respect of the ordinary hours of work prescribed by this agreement.

(2) Where a minimum rate of pay as aforesaid is applicable to workers for work in ordinary hours, the same rate shall be applicable to the calculation of overtime and all other penalty rates, payment during sick leave and annual leave and all other purposes of this agreement.

7. - JUNIOR WORKERS

The following provisions shall apply to the employment of junior workers:-
"Junior Worker" means a worker under the age of nineteen years.

Junior Workers, unless paid the wages prescribed in clause 6. - Rates of Wages hereof, shall not be employed in a greater proportion than one to every fifteen or fraction thereof of the adult workers employed in occupations for which apprenticeship is not provided.

Rates of Wages (per cent of labourer after the first month of service classification) -

<table>
<thead>
<tr>
<th>Age</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under 17 years of age</td>
<td>55</td>
</tr>
<tr>
<td>Between 17 and 18 years of age</td>
<td>65</td>
</tr>
</tbody>
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8. - HOURS (Other than Continuous Shift Workers)

(1) Forty hours, exclusive of crib time, shall constitute a week's work.

(2) Where shifts are worked the 40 hours shall then be inclusive of crib time for such shift workers.

(3) In the case of day workers, a day's work shall consist of eight hours per day, Monday to Friday inclusive, and shall be worked between the hours of 7 a.m and 5 p.m. provided, that by agreement between the worker, the employer, and Secretary of the Mining Division of the Union or his nominee, the day's work may commence earlier than 7 a.m.

9. - OVERTIME (Other than Continuous Shift Workers)

(1) All time worked outside or in excess of the ordinary working hours on any day, Monday to Friday inclusive and prior to twelve noon on a Saturday shall be paid for at the rate of time and one half for the first two hours and double time thereafter.

(2) (a) All time worked after twelve noon on a Saturday and all time worked on a Sunday shall be paid for at the rate of double time.

(b) All time worked on a prescribed holiday shall be paid for at the rate of double time and a half.

(3) (a) When a worker is recalled to work overtime after leaving his employer's business premises (whether notified before or after leaving such premises) he shall be paid for at least three hours at overtime rates: provided that, except in the case of unforeseen circumstances arising, a worker shall not be required to work the full three hours if the job for which he has been recalled is completed within a shorter period, but if such worker is subsequently recalled to work within the period of the three hours for which payment has been made, an additional payment shall not be made nor shall any extra overtime be paid in respect of any period covered by such minimum payment.

(b) This subclause shall not apply to cases when it is customary for a worker to return to his employer's premises to perform a specific job outside his ordinary working hours or where the overtime is continuous (subject to any reasonable meal break which may be allowed) with the completion or commencement of ordinary working time.

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

(5) These overtime rates shall not apply to excess time worked due to private arrangement between the workers themselves or owing to a relieving man failing to come on duty at the proper time. The time for which any worker may be paid at ordinary rates instead of overtime due to a relieving man failing to come on duty at the proper time, shall not exceed two hours, after the expiration of which overtime rates shall apply to the whole shift.
When a worker without being notified on the previous day, is required to continue working after the usual knock-off time for more than one hour 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 $2.00 in lieu thereof.

When a worker is required for duty during any meal time whereby his meal time is postponed for more than three quarters of an hour, he shall be paid at overtime rates until he gets his meal.

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 requirements.

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

Overtime on shift work shall be based on the rate payable for the shift worked.

10. - CONTINUOUS SHIFT WORKERS

The ordinary working hours shall not exceed forty in any one week to be worked in five shifts of eight hours, each inclusive of crib time.

Except as hereinafter provided all work done beyond the hours of duty on any day shall be paid for at the rate of double time.

A worker called upon to work a regularly rostered overtime shift not more than once in every four weeks shall be paid for that shift at the rate of time and one half for the first two hours and double time thereafter.

These overtime rates shall not apply to excess time worked due to private arrangement between the workers themselves or owing to a relieving man failing to come on duty at the appointed time or where such time is worked to effect the periodical rotation of shifts. The time for which any worker may be paid at ordinary rates instead of overtime due to a relieving man failing to come on duty at the appointed time shall not exceed two hours after the expiration of which over time rates shall apply to the whole of the shift.

Overtime on shift work shall be based on the rate payable for the shift worked.

When a worker is recalled to work overtime after leaving his employer's business premises (whether notified before or after leaving such premises) he shall be paid for at least three hours at overtime rates: provided that, except in the case of unforeseen circumstances arising, a worker shall not be required to work the full three hours if the job for which he has been recalled is completed within a shorter period, but if such worker is subsequently recalled to work within the period of the three hours for which payment shall not be made nor shall any extra overtime be paid in respect of any period covered by such minimum payment.

This subclause shall not apply in cases where it is customary for a worker to return to his employer's premises to perform a specific job outside his ordinary working hours or where the overtime is continuous (subject to any reasonable meal break which may be allowed) with the completion or commencement of ordinary working time.

When a worker, without being notified on the previous day, is required to continue working after the usual knock-off time for more than one hour, he shall be provided with any meal required or be paid $2.00 in lieu thereof.

All work done on Saturdays during the ordinary hours of duty shall be paid for at the rate of time and one half.

All work done on Sundays shall be paid for at the rate of double time.
(c) All work done on any day prescribed as a holiday under this award during ordinary hours of duty shall be paid for at the rate of double time.

(d) All work done in excess of the ordinary hours on any day prescribed as a holiday under this award shall be paid for at the rate of double time and a half.

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

(10) Work done on any day prescribed as a holiday under this award shall be paid for at the rate of double time.

(11) A continuous shift worker rostered off on a prescribed holiday shall be paid eight hours pay at ordinary rates.

11. - REST PERIOD AFTER OVERTIME

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

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

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

(4) Where a worker (other than a casual worker or a worker engaged on continuous shift work) is called in to work on a Sunday or public holiday preceding an ordinary working day, he shall, where ever reasonable practicable, be given ten consecutive hours off duty before his usual starting time on the next day. If this is not practicable then the provisions of subclause (2) and (3) of this clause shall apply mutatis mutandis. Provided that overtime worked as a result of a recall, shall not be regarded as overtime for the purpose of this subclause, when the actual time worked is less than three hours on such recalls or on each of such recalls.

(5) The provisions of this subclause shall apply in the case of shift workers who rotate from one shift to another, as if eight hours were substituted for ten hours when overtime is worked.

(a) for the purpose of changing shift rosters; or

(b) where a shift worker does not report for duty; or

(c) where a shift is worked by arrangement between the workers themselves.

12. - SHIFT WORK

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

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

(2) A shift worker shall in addition to his ordinary rate be paid per shift of eight hours the sum of $3.94 when on afternoon or night shift.

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

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

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

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

(c) The sequence of consecutive shifts shall not be deemed to be broken under subclause (3) by reason of rostered days off in respect to workers employed on continuous process work or by a Saturday or Sunday in respect to other workers or by any public holiday or any other reason beyond the control of the employer.

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

13. - PAYMENT FOR SICKNESS

(1) A worker, other than a casual worker, shall be entitled to payment for non-attendance on the ground of personal ill-health for one sixth of a week for each completed month of service: provided that subject to subclause (5) of this clause payment for absence through such ill-health shall be limited to two weeks in each calendar year. Payment hereunder may be adjusted at the end of each calendar year, or at the time the worker leaves the service of the employer, in the event of the worker being entitled by service subsequent to the sickness to a greater allowance than that made at the time the sickness occurred.

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

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

(4) A worker, if physically capable, shall within eight hours of the commencement of a period of absence through ill-health notify the employer of his inability to attend for duty and as far as practicable state the nature of that illness and the estimated duration of the absence.

(5) Sick leave shall accumulate from year to year so that any balance of the period specified in subclause (1) of this clause which has in any year not been allowed to any worker by his employer as paid sick leave may be claimed by the worker and, subject to the conditions herein 'prescribed' shall be allowed by his employer in any subsequent year without diminution of the sick leave prescribed in respect of that year.
(6) This clause shall not apply where the worker is entitled to compensation under the Workers' Compensation Act, 1912.

14. - WET PLACES

Any worker working in wet places shall be paid an allowance of one dollar per day or shift or part of a day or shift provided that -

(1) This allowance shall not be payable to workers working on natural surfaces made wet by rain.

(2) Where waterproof boots and/or oilskins are provided by the employer, no claim shall be allowed under this provision for wet feet or clothing, but where, notwithstanding this protection and the exercise of reasonable care by the worker, his clothing or feet become wet, he shall be paid the appropriate rate of wet pay.

(3) Where a worker is compelled to work in water to the thighs, he shall receive the allowance notwithstanding the previous subclause (2) of this proviso.

(4) A place shall be deemed to be wet when water other than rain is continually dropping from overhead so as to saturate the clothing of the worker if unprotected, or when the water in the place where the worker is standing is over 2.5 centimetres deep and such worker has not been supplied with waterproof boots.

15. - HOLIDAYS

The following days or the days observed in lieu shall, be observed as holidays without deduction of pay namely; Labour Day, Good Friday, Easter Monday, Christmas Day, and one other day decided by each Battery. When any of the days mentioned in this clause falls on a Saturday or a Sunday the holiday shall be observed on the next succeeding Monday. In each case the substituted day shall be a holiday without deduction of pay and the day for which it is substituted shall not be a holiday.

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 produced 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 intemperence or misconduct.

16. - ANNUAL LEAVE

(1) Annual Leave shall be taken at the convenience of the management of the battery; workers to receive one month's notice of the date on which the leave is to commence; a committee of three to be appointed to each battery to assist the management in the arrangement of a suitable roster.

(2) (a) Except as hereinafter provided, a period of five consecutive week's leave with payment as prescribed in paragraph (b) hereof shall be allowed annually to a worker by his employer after a period of twelve months' continuous service with that employer.

(b) (i) A worker before going on leave shall be paid the wages he would have received in respect of the ordinary time he would have worked had he not been on leave during the relevant period.

(ii) Subject to paragraph (c) hereof a worker, where applicable, have the amount of wages to be received for annual leave calculated by including the following where applicable:

(aa) the rate applicable to him as prescribed by clause 6. - Rates of Wages, subclause (3) of clause 24. - First Aid, and clause 35. - Location Allowance of the agreement and:
Subject to paragraph (c)(ii) hereof the rate prescribed for work in ordinary time by clause 10. - Continuous Shift Workers and clause 12. - Shift Work of the agreement according to the worker's roster or projected roster including Saturday and Sunday shifts.

The rate payable pursuant to clause 18. - Mixed Functions calculated on a daily basis, which the worker would have received for ordinary time during the relevant period whether on a shift roster or otherwise.

Any other rate to which the worker is entitled in accordance with his contract of employment for ordinary hours of work; provided that this provision shall not operate so as to include any payment which is of a similar nature to or is paid in lieu of those payments prescribed by clause 9. - Overtime, and clause 14. - Wet Places of this agreement, nor any payment which might have become payable to the worker as reimbursement for expenses incurred.

During a period of annual leave a worker shall receive a loading calculated on the rate of wage prescribed by paragraph (b)(ii)(aa) hereof. The loading shall be as follows:-

(i) Day Workers - A worker who would have worked on day work had he not been on leave - a loading of 17.5 per cent.

(ii) Shift Workers - A worker who would have worked on shift work had he not been on leave - a loading of 17.5 per cent.

Provided that where the worker would have received shift loadings prescribed by clause 10. - Continuous Shift Workers and clause 12. - Shift Work had he not been on leave during the relevant period and such loadings and payment would have entitled him to a greater amount than the loading of 17.5 per cent, then the shift loadings shall be added to the rate of wage prescribed by paragraph (b)(ii) hereof in lieu of the 17.5 per cent loading.

Continuous shift workers, that is shift workers engaged in a continuous process who are rostered to work regularly on Sundays and holidays shall be allowed one week's leave in addition to the leave prescribed in subclause (2) hereof.

Where a worker with twelve months' continuous service is engaged for part of a qualifying twelve-monthly period as a continuous shift worker, he shall be entitled to have the period of annual leave to which he is otherwise entitled increased by that proportion of the additional week as the number of shifts worked by him at ordinary rates bears to the full number of such shifts in the qualifying twelve monthly period.

The amounts to be paid hereunder shall be calculated at the rate prevailing at the time the payment is made.

Where a worker is justifiably dismissed for misconduct he will not be entitled to the benefits of this clause.

If any of the holidays prescribed in clause 15. - Holidays of this award falls during the 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 have one extra day added to the period of annual leave.

Notwithstanding anything else herein contained an employer may require a worker to take his annual leave in not more than two periods but neither of such periods shall be less than one week.

An employer may close down his operation, or a section or sections thereof for the purposes of allowing annual leave to all or the majority of workers employed generally or in any such section or sections and in the event of a worker being employed for portion only of a year he shall only be entitled to such leave on full pay as is proportionate to his length of service during that period which such employer and if such leave is not equal to the leave given to the other workers he shall not be entitled to work or pay whilst the other workers of such employer are on leave on full pay.

This clause shall not apply to casual workers.
17. - 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 twenty per cent above the rate specified for the work performed.

18. - MIXED FUNCTIONS

(1) A worker engaged on duties carrying a higher rate than his ordinary classification shall be paid the higher rate for the time he is so engaged but if he is so engaged for more than two hours of one day or shift he shall be paid the higher rate for the whole day or shift.

(2) 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 day or shift.

19. - REDUCTION OF HANDS

Should occasion arise to reduce the number of workers 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 Department.

20. - 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.

21. - FULL PAYMENT FOR SHIFT

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.

22. - PAYMENT OF WAGES

(1) Payment of wages shall be fortnightly. For all batteries, pay day shall be on Friday, the pay period to end on pay day.

(2) When or before payment of wages is made to a worker, 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 worker. Provided that in respect of annual leave paymets, the worker, shall be issued with a voucher showing the calculations upon which such payment has been made.

23. - LIME

Lime used in the reduction of ore shall not be mixed in battery bins.

24. - FIRST AID

(1) In any shaft where workers are employed, a first aid outfit shall be provided.
(2) Each staff boss or foreman shall have on his person a small emergency supply of bandages and padding or similar requisites ready and available for use.

(3) Any first aid man appointed by the employer to perform first aid duties shall be paid an allowance of 75 cents per shift in addition to his ordinary rate of pay.

25. - DEFINITIONS

(1) "Wet Places": Should any dispute arise as to whether any places are wet or specially wet, within the meaning of clause 14. - Wet Places such dispute shall be referred to a Board of Reference as hereinafter appointed.

(2) "Treatment Plant Operator" shall mean a worker who operates a section of a continuous process plant and includes -

(a) Solutionist
(b) Wilfley table operator
(c) Jig Operator
(d) Samples
(e) Amalgamators
(f) Tailings dam man
(g) Crushing operator (including secondary crushers)

26. - AGED AND INFIRM WORKERS

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

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

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

27. - JUNIOR WORKER'S CERTIFICATE

(1) Junior workers, upon being engaged, shall, if required, furnish the employer with a certificate containing the following particulars -

(a) Name in full.
(b) Age and date of birth.

(2) No worker shall have any claims upon an employer for additional pay in the event of the age of the worker being wrongly stated on the certificate. If any junior worker shall wilfully mis-state his age in the above certificate, he alone shall be guilty of a breach of this agreement.

28. - BOARD OF REFERENCE

(1) The Commission hereby appoints, for the purpose of this agreement, a Board of Reference consisting of a Chairman and two other members who shall be appointed to section 48 of the Industrial Arbitration Act, 1979.
(2) The Board of Reference is hereby assigned the function of determining any dispute between the parties in relation to any matter which under this agreement may be allowed, approved, fixed, determined or dealt with by a Board of Reference.

29. - PROTECTIVE CLOTHING

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

(2) Rubber gloves shall be provided for workers handling cyanide, xanthates or corrosive acids.

30. - PREFERENCE

Deleted by section 88 (3) of the Acts Amendment and Repeal (Industrial Relations) Act (No.2) 1984.

31. - REPRESENTATIVE INTERVIEWING WORKERS

A duly accredited official of the union shall have the right to enter the employer's premises, but shall not without the permission of the employer interview workers during their working hours.

Provided that nothing in this clause shall empower a duly accredited official of the union to enter any part of the premises of the employer, pursuant to this clause, unless the employer is the employer or former employer of a member of the Union.

32. - RECORD

(1) Each employer shall keep a time and wages record 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 will be deemed to comply with this provision to the extent of the information recorded.

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

Provided that nothing in this subclause shall empower a duly accredited official of the union to enter any part of the premises of the employer, pursuant to this subclause, unless the employer is the employer or former employer of a member of the Union.

33. - INSPECTION

Consistent with the terms of the Labour Relations Legislation Amendment Act 1997 and S.23(3)(c)(iii) of the Industrial Relations Act a representative of the Union shall not exercise the rights under this clause with respect to entering any part of the premises of the employer unless the employer is the employer, or former employer of a member of the Union.

Duly accredited officials of the union, shall, at times convenient to the employer, be allowed to inspect all places, during working hours, where members of the union are employed, provided that they shall not impede or obstruct the workers in carrying out their work.

34. - LONG SERVICE LEAVE
The conditions governing the granting of Long Service Leave to full time Government wages employees generally shall apply to workers covered by this Agreement.

35. - DISTRICT ALLOWANCE

(1) For the purposes of this clause the following terms shall have the following meaning:

"Dependant" in relation to an employee means:

(a) a spouse; or

(b) where there is no spouse, a child or any other relative resident within the State who relies on the employee for their main support;

who does not receive a district or location allowance of any kind.

"Partial Dependant" in relation to an employee means:

(a) a spouse; or

(b) where there is no spouse, a child or any other relative resident within the State who relies on the employee for their main support;

who receives a district or location allowance of any kind less than that applicable to an employee without dependants under any award, agreement or other provision regulating the employment of the partial dependant.

"Spouse" means an employee's spouse including de facto spouse.

"De facto Spouse" means a person of the opposite sex to the employee who lives with the employee as the husband or wife of the employee on a bona fide domestic basis, although not legally married to that person.

(2) For the purpose of this clause, the boundaries of the various districts shall as described hereunder and as delineated on the plan at subclause (16) of this clause.

District:

1. The area within a line commencing on coast; thence east along latitude 28 to a point north of Tallering Peak; thence due south to Tallering Peak; thence southeast to Mt Gibson and Burracoppin; thence to a point southeast at the junction of latitude 32 and longitude 119; thence south along longitude 119 to coast.

2. That area within a line commencing on the south coast at longitude 119 then east along the coast to longitude 123; then north along longitude 123 to a point on latitude 30; thence west along latitude 30 to the boundary of No. 1 District.

3. The area within a line commencing on coast at latitude 26; thence along latitude 26 to longitude 123; thence south along longitude 123 to the boundary of No. 2 District.

4. The area within a line commencing on the coast at latitude 24; thence east to the South Australian border; thence south to the coast; thence along the coast to longitude 123; thence north to the intersection of latitude 26; thence west along latitude 26 to the coast.

5. That area of the State situated between the latitude 24 and a line running east from Carnot Bay to the Northern Territory border.

6. That area of the State north of a line running east from Carnot Bay to the Northern Territory border.
(3) An employee shall be paid a district allowance at the standard rate prescribed in Column II of subclause (6) of this clause, for the district in which the employee's headquarters is located. Provided that where the employee's headquarters is situated in a town or place specified in Column III of subclause (6), the employee shall be paid a district allowance at the rate appropriate to that town or place as prescribed in Column IV of subclause (6).

(4) An employee who has a dependant shall be paid double the district allowance prescribed by subclause (3) of this clause for, the district, town or place in which the employee's headquarters is located.

(5) Where an employee has a partial dependant the total district allowance payable to the employee shall be the district allowance prescribed by subclause (3) of this clause plus an allowance equivalent to the difference between the rate of district or location allowance the partial dependant receives and the rate of district or location allowance the partial dependant would receive if he or she was employed in a full time capacity under the Award, Agreement or other provision regulating the employment of the partial dependant.

(6) The weekly rate of district allowance payable to employees pursuant to subclause (3) of this clause shall be as follows:

<table>
<thead>
<tr>
<th>COLUMN I</th>
<th>COLUMN II</th>
<th>COLUMN III</th>
<th>COLUMN IV</th>
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<td>EXCEPTIONS TO STANDARD RATE</td>
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<td>6</td>
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<td>Karratha</td>
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<td></td>
<td>Port Hedland</td>
<td>45.10</td>
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<tr>
<td>4</td>
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<td>Warburton Mission</td>
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<tr>
<td></td>
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<td>Carnarvon</td>
<td>19.50</td>
</tr>
<tr>
<td>3</td>
<td>13.10</td>
<td>Meekatharra, Mount Magnet, Wiluna, Laverton, Leonora, Cue</td>
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<tr>
<td>2</td>
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<tr>
<td></td>
<td></td>
<td>Ravensthorpe</td>
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</table>
Note: In accordance with subclause (4) of this clause employees with dependants shall be entitled to double the rate of district allowance shown.

The allowances prescribed in this subclause shall operate from the beginning of the first pay period commencing on or after 1 January 1991.

(7) When an employee is on approved annual recreation leave, the employee shall for the period of such leave, be paid the district allowance to which the employee would ordinarily be entitled.

(8) When an employee is on long service leave or other approved leave with pay (other than annual recreational leave), the employee shall only be paid district allowance for the period of such leave if the employee, dependants or partial dependants remain in the district in which the employee's headquarters is situated.

(9) When an employee leaves his or her district on duty, payment of any district allowance to which the employee would ordinarily be entitled shall cease after the expiration of two weeks unless the employee's dependant/s or partial dependant/s remain in the district or as otherwise approved by the employer.

(10) Except as provided in subclause (9) of this clause, a district allowance shall be paid to any employee ordinarily entitled thereto in addition to reimbursement of any travelling transfer or relieving expenses or camping allowance.

(11) Where an employee whose headquarters is located in a district in respect of which no allowance is prescribed in subclause (6) of this clause, is required to travel or temporarily reside for any period in excess of one month in any district or districts in respect of which such allowance is so payable, the employee shall be paid for the whole of such period a district allowance at the appropriate rate pursuant to subclauses (3), (4) or (5) of this clause, for the district in which the employee spends the greater period of time.

(12) When an employee is provided with free board and lodging by the employer or a Public Authority the allowance shall be reduced to two-thirds of the allowance the employee would ordinarily be entitled to under this clause.

(13) An employee who is employed on a part-time basis shall be entitled to district allowance on a pro-rata basis. The allowance shall be determined by calculating the hours worked by the employee as a proportion of the full-time hours prescribed by the Award under which the employee is employed. That proportion of the appropriate district allowance shall be payable to the employee.

(14) An employee who immediately prior to the 1st day of July, 1988 was in receipt of district allowance at a rate which was greater than the amount to which the employee is entitled under this clause shall have the difference reduced in accordance with the following:

(i) As from the first pay period commencing on or after July 1, 1988 the difference shall be reduced by thirty-three and one third (33 1/3%) per cent; and

(ii) As from the first pay period commencing on or after January 1, 1989 the difference remaining between the amount being paid pursuant to (i) above and that to which the employee is otherwise entitled under this clause shall be reduced by fifty (50%) per cent; and

(iii) As from the first pay period commencing on or after July 1, 1989 payment shall be in accordance with the employee's entitlement under this clause.
(15) The rates expressed in subclause (6) of this clause shall be adjusted every twelve (12) months ending on December 31 in accordance with the official "Consumer Price Index" for Perth as published by the Australian Bureau of Statistics.

The adjustment of rates shall be effective from the beginning of the first pay period to commence on or after the first day of January each year.

(16) District Allowance Boundaries Map immediately after the Location Allowance clause.

36. - BEREAVEMENT LEAVE

When it is necessary for a worker to be absent from his employment for the purpose of attending a funeral or arranging therefor, a worker (other than a casual worker) shall be entitled to a maximum of two days leave at ordinary wages as prescribed on each occasion and on production of satisfactory evidence of the death within Australia of the Workers' wife, husband, father, mother, brother, sister or child. Wife or husband as referred to in this clause shall include de facto wife or husband.

37. - MATERNITY LEAVE

(1) Eligibility for Maternity Leave

An employee who becomes pregnant shall, upon production to her employer of a certificate from a duly qualified medical practitioner stating the presumed date of her confinement, be entitled to maternity leave provided that she has had not less than 12 months' continuous service with that employer immediately preceding the date upon which she proceeds upon such leave. For the purposes of this clause:

(a) An employee shall include a part-time employee but shall not include an employee engaged upon casual or seasonal work.

(b) Maternity leave shall mean unpaid maternity leave.

(2) Period of Leave and Commencement of Leave

(a) Subject to subclauses (3) and (6) of this clause, the period of maternity leave shall be for an unbroken period of from 12 to 52 weeks and shall include a period of six weeks' compulsory leave to be taken immediately before the presumed date of confinement and a period of six weeks' compulsory leave to be taken immediately following confinement.

(b) An employee shall, not less than 10 weeks prior to the presumed date of confinement, give notice in writing to her employer stating the presumed date of confinement.

(c) An employee shall give not less than four weeks' notice in writing to her employer of the date upon which she proposes to commence maternity leave, stating the period of leave to be taken.

(d) An employee shall not be in breach of this order as a consequence of failure to give the stipulated period of notice in accordance with paragraph (c) of this clause if such failure is occasioned by the confinement occurring earlier than the presumed date.

(3) Transfer to a Safe-Job

Where in the opinion of a duly qualified medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee shall, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.
If the transfer to a safe job is not practicable, the employer may require the employee to take leave for such period as is certified necessary by a duly qualified medical practitioner. Such leave shall be treated as maternity leave for the purposes of subclauses (7), (8), (9) and (10) of this clause.

(4) Variation of Period of Maternity Leave

(a) Provided the addition does not extend the maternity leave beyond 52 weeks, the period may be lengthened once only, save with the agreement of the employer, by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be lengthened.

(b) The period of leave may, with the consent of the employer, be shortened by the employee giving not less than 14 days' notice in writing stating the period by which the leave is to be shortened.

(5) Cancellation of Maternity Leave

(a) Maternity leave, applied for but not commenced, shall be cancelled when the pregnancy of an employee terminates other than by the birth of a living child.

(b) Where the pregnancy of an employee then on maternity leave terminates other than by the birth of a living child, it shall be the right of the employee to resume work at a time nominated by the employer which shall not exceed four weeks from the date of notice in writing by the employee to the employer that she desires to resume work.

(6) Special Maternity Leave and Sick Leave

(a) Where the pregnancy of an employee not then on maternity leave terminates after 28 weeks other than by the birth of a living child then -

(i) she shall be entitled to such period of unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work, or

(ii) for illness other than the normal consequences of confinement she shall be entitled, either in lieu of or in addition to special maternity leave, to such paid sick leave as to which she is then entitled and which a duly qualified medical practitioner certifies as necessary before her return to work.

(b) Where an employee not then on maternity leave suffers illness related to her pregnancy, she may take such paid sick leave as to which she is then entitled and such further unpaid leave (to be known as special maternity leave) as a duly qualified medical practitioner certifies as necessary before her return to work, provided that the aggregate of paid sick leave, special maternity leave and maternity leave shall not exceed 52 weeks.

(c) For the purposes of subclauses (7), (8) and (9) of this clause, maternity leave shall include special maternity leave.

(d) An employee returning to work after the completion of a period of leave taken pursuant to this subclause shall be entitled to the position which she held immediately before proceeding on such leave or, in the case of an employee who was transferred to a safe job pursuant to subclause (3) of this clause, to the position she held immediately before such transfer.

Where such position no longer exists but there are other positions available, for which the employee is qualified and the duties of which she is capable of performing, she shall be entitled to a position as nearly comparable in status and salary or wage to that of her former position.

(7) Maternity Leave and Other Leave Entitlements

Provided the aggregate of leave including leave taken pursuant to subclauses (3) and (6) of this clause does not exceed 52 weeks.
(a) An employee may, in lieu of or in conjunction with maternity leave, take any annual leave or long service leave or any part thereof to which she is then entitled.

(b) Paid sick leave or other paid authorised award absences (excluding annual leave or long service leave), shall not be available to an employee during her absence on maternity leave.

(8) Effect of Maternity Leave on Employment

Notwithstanding any award, or other provision to the contrary, absence on maternity leave shall not break the continuity of service of a employee but shall not be taken into account in calculating the period of service for any purpose of the award.

(9) Termination of Employment

(a) An employee on maternity leave may terminate her employment at any time during the period of leave by notice given in accordance with this award.

(b) An employer shall not terminate the employment of an employee on the ground of her pregnancy or of her absence on maternity leave, but otherwise the rights of an employer in relation to termination of employment are not hereby affected.

(10) Return to Work After Maternity Leave

(a) An employee shall confirm her intention of returning to her work by notice in writing to the employer given not less than four weeks prior to the expiration of her period of maternity leave.

(b) An employee, upon the expiration of the notice required by paragraph (a) of this clause, shall be entitled to the position which she held immediately before proceeding on maternity leave or, in the case of an employee who was transferred to a safe job pursuant to subclause (3) of this clause, to the position which she held immediately before such transfer. Where such position no longer exists but there are other positions available for which the employee is qualified and the duties of which she is capable of performing, she shall be entitled to a position as nearly comparable in status and salary or wage to that of her former position.

(11) Replacement Employees

(a) A replacement employee is an employee specifically engaged as a result of an employee proceeding on maternity leave.

(b) Before an employer engages a replacement employee under this subclause, the employer shall inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

(c) Before an employer engages a person to replace an employee temporarily promoted or transferred in order to replace an employee exercising her rights under this clause, the employer shall inform that person of the temporary nature of the promotion or transfer and of the rights of the employee who is being replaced.

(d) Provided that nothing in this subclause shall be construed as requiring an employer to engage a replacement employee.

(e) A replacement employee shall not be entitled to any of the rights conferred by this clause except where the employment continues beyond the twelve months' qualifying period.

38. - JURY SERVICE

A worker required for jury service during his ordinary working hours shall be granted leave with pay for all periods of time he is so required for jury service. A worker when applying for such leave, shall be required to support this application with written proof of his attendance at such jury service.
APPENDIX - RESOLUTION OF DISPUTES REQUIREMENT

(1) This Appendix is inserted into the award/industrial agreement as a result of legislation which came into effect on 16 January 1996 (Industrial Relations Legislation Amendment and Repeal Act 1995) and further varied by legislation which came into effect on 23 May 1997 (Labour Relations Legislation Amendment Act 1997).

(2) Subject to this appendix, and in addition to any current arrangements the following procedures shall apply in connection with questions, disputes or difficulties arising under this award/industrial agreement.

   (a) The persons directly involved, or representatives of person/s directly involved, shall discuss the question, dispute or difficulty as soon as is practicable.

   (b)  
      (i) If these discussions do not result in a settlement, the question, dispute or difficulty shall be referred to senior management for further discussion.

      (ii) Discussions at this level will take place as soon as practicable.

(3) The terms of any agreed settlement should be jointly recorded.

(4) Any settlement reached which is contrary to the terms of this award/industrial agreement shall not have effect unless and until that conflict is resolved to allow for it.

(5) Nothing in this appendix shall be read so as to exclude an organisation party to or bound by the award/industrial agreement from representing its members.

(6) Any question, dispute or difficulty not settled may be referred to the Western Australian Industrial Relations Commission provided that with effect from 22 November 1997 it is required that persons involved in the question, dispute or difficulty shall confer among themselves and make reasonable attempts to resolve questions, disputes or difficulties before taking those matters to the Commission.
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APPENDIX - S.49B - INSPECTION OF RECORDS REQUIREMENTS

(1) This appendix is inserted into this award / industrial agreement / order as a result of legislation which came into effect on 16 January 1996.

(2) Each employer bound by this award / industrial agreement / order shall maintain a time and wages record for each employee.

(3) The entries in the time and wages records for each employee shall include the employee’s name and details of the employee’s job classification or description, and any other detail required by this award / industrial agreement / order.

(4) The employer must ensure that each entry in the time and wages record is retained for not less than seven (7) years after it is made.

(5) A representative of an organisation of employees shall have the power to inspect the time and wages records of an employee or former employee.

(6) The power of inspection may not be exercised for the purpose of inspecting the time and wages records of an employee or former employee who -

(a) is not a member of the organisation; and

(b) has notified the employer in writing that the employee or former employee does not consent to a representative of an organisation of employees having access to those records.

(7) The power of inspection may only be exercised by a representative of an organisation of employees authorised in accordance with the rules of the organisation to exercise the power.

(8) The representative is empowered to inspect any notification that an employee or former employee does not consent to a representative having access to time and wages records.

(9) A person who has given a notification referred to in paragraph (b) of subclause (6) hereof may, by notice in writing to the employer, withdraw the notification and, upon that withdrawal, the notification ceases to be of effect.

(10) Before exercising a power of inspection the representative shall give reasonable notice of not less than 24 hours to an employer.

(11) An employer shall endeavour to -

(a) maintain the time and wages records of employees in such a manner that access by a representative of an organisation to the records of employees does not give access to records of employees who are not members of the organisation and have notified the employer that they do not consent to a representative of an organisation of employees having access to the records;

(b) ensure that a representative of an organisation does not obtain access to the records of employees who are not members of the organisation and have notified the employer that they do not consent to a representative of an organisation of employees having access to the records; and

(c) ascertain whether an employee or prospective employee does not consent to a representative of an organisation of employees having access to the time and wages records of the employee or prospective employee.

(12) A person shall not by threats or intimidation persuade or attempt to persuade an employee or prospective employee to give, or refuse to give, written notification that the employee or prospective employee does not consent to a representative of an organisation of employees having access to the time and wages records of that employee or prospective employee.
(13) An employer must ensure that any notification from an employee or former employee in accordance with this appendix shall be retained for not less than seven (7) years.

(14) There shall be a liberty to apply to amend this appendix at any time.

(15) This appendix shall come into effect on and from 16 July 1996.

(16) Any employer or organisation bound by or party to this award/order/industrial agreement may apply to the Western Australian Industrial Relations Commission at any time in relation to this clause.
VA R I A T I O N   R E C O R D

THE STATE BATTERIES AGREEMENT

NO AG 42 OF 1977

Delivered 21/09/77 at 57 WAIG 1782
Consolidated at

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*** Spoke to Union on the 16/01/1992 and was informed that this Agreement is to be superseded. ***

1. Title

(1A. State Wage Principles)

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Del. 1A 1457/93 24/12/93 74 WAIG 198

2. Arrangement

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Ins 37 Maternity Leave 1292/87 30/05/88 68 WAIG 1479
Del. 1A 1457/93 24/12/93 74 WAIG 198
Ins. Appendix - Resolution... 693/96 16/07/96 76 WAIG 2768
Ins. Appendix - S.49B... 694/96 16/07/96 76 WAIG 2789

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4. Area and Scope

5. Contract of Service

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Min Wage $268.80 1309 & 1310/91 24/09/91 71 WAIG 2748
Min. Wage $275.50 415A/92 30/11/92 73 WAIG 4

7. Junior Workers

8. Hours (Other than Continuous Shift Workers)

9. Overtime (Other than Continuous Shift Workers)

10. Continuous Shift Workers

11. Rest Period After Overtime

12. Shift Work

13. Payment for Sickness
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33. Inspections
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34. Long Service Leave
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**Schedule 1 - Total Rate Per Week**

| Delete preamble | G.O. | 1940/89 | 08/09/89 | 69 WAIG  | 2913 |

**Appendix - S.49B - Inspection of Records Requirements**

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