

AUSCRIPT PTY LTD

ABN 76 082 664 220

Suite 25, Trafalgar Centre 108 Collins St HOBART Tas 7000

Tel:(03) 6224-8284 Fax:(03) 6224-8293



TRANSCRIPT OF PROCEEDINGS

O/N 9325

TASMANIAN INDUSTRIAL COMMISSION

COMMISSIONER P.C. SHELLEY

T No 10779 of 2003

IMPACT FERTILISERS ENTERPRISE AWARD

**Application pursuant to the provisions of
section 23 of the Industrial Relations Act 1984
by the Australian Workers' Union, Tasmania
Branch to make the above award re to reflect the
common law conditions of employment as detailed
in appendix 1**

HOBART

9.30 AM, FRIDAY, 4 APRIL 2003

HEARING COMMENCED

[9.45am]

PN1

MR R. FLANAGAN: I appear on behalf of the Australian Workers' Union, Tasmanian Branch.

PN2

MR T. BENSON: I appear on behalf of the Construction, Forestry, Mining and Engineering Union, Tasmanian Branch.

PN3

MR P. BAKER: I appear on behalf of the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union and I just raise the issue of whether or not I should actually seek leave to intervene in these proceedings.

PN4

THE COMMISSIONER: Yes. It might well be the case with the CFMEU as well. Now, I have just received by fax, and it hasn't been processed and it hasn't got a T number, an application from your organisation for the making of the Impact Fertilisers Enterprise Award. At the moment the only application is that of the AWU. Now, I take it that this can be joined once it is given a number, and we don't actually have any application before us from Mr Benson's organisation.

PN5

MR BENSON: Not at this point in time, no.

PN6

THE COMMISSIONER: Yes. Mr Flanagan?

PN7

MR FLANAGAN: In the clause 5 award: Interest - - -

PN8

THE COMMISSIONER: Yes. I notice those three parties are in fact listed.

PN9

MR FLANAGAN: So there is no challenge to their right to be here.

PN10

THE COMMISSIONER: From you. What about from Mr FitzGerald?

PN11

MR B. FITZGERALD: Look, with trepidation, I am sure, but, no, there is no challenge. I first of all must apologise for my appearance today, normally I have a seat in time and I apologise for that, but I appear on behalf of Impact Fertilisers. In respect to the issues you raise, I suppose I would like to see whether there is an attachment to the AMWU application and whether that is the case, whether it is in line with the AWU.

PN12

THE COMMISSIONER: Well, Mr Baker will probably be able to tell us that, at the moment all I have is just a one page application for the making of an award that happens to have the same name as the award that the AWU has - - -

PN13

MR FITZGERALD: Just by coincidence, I am sure.

PN14

THE COMMISSIONER: Yes.

PN15

MR FITZGERALD: You know, the only thing, I mean I have no issues about, firstly, the intervention of the CFMEU and the AMWU potentially joining it. I suppose the only issue I would have is the validity of an application without specific details in terms of the Act, but that is something which I suppose even if that is the case there is an application before you in the full form, I mean the AWU application, and the other two unions, the CFMEU and AMWU, could in fact seek to involve themselves in that and we would have no objection to that.

PN16

THE COMMISSIONER: Yes. Well, in that case today the appearances or interventions by the CFMEU and the AMWU are approved. In terms of the AMWU application, it simply says it is seeking to establish an award. I think that is quite sufficient to make it a legitimate application and once it is processed it has already been indicated that it can be joined with this matter.

PN17

MR BAKER: That is correct.

PN18

THE COMMISSIONER: Yes. Okay.

PN19

MR BAKER: The only issue I take, I just draw the attention of the Commission to, section 23(3) which is a requirement - - -

PN20

THE COMMISSIONER: To set out particulars.

PN21

MR BAKER: That is right. Full particulars are not sought to be varied and it seems that the AMWU application doesn't contain those and in that regard I would have some question to it but - - -

PN22

THE COMMISSIONER: Okay. Well, 23(2) deals with that and that is that the Commission can actually - well, it might not be 23(2) but there is a provision that allows the Commission to seek further particulars and so if you were to request that that be done then I would consider that request. It is in respect to the applications or is just unfair dismissal?

PN23

MR FITZGERALD: I thought it was only in disputes, in respect to disputes.

PN24

MR BAKER: Perhaps if I may respond to Mr FitzGerald. I mean, I think we are getting off to a bit of a disastrous start here, you know, and we haven't even got to

clause 1 and we are having an argument about the format of the application that is before the Commission. There has been some considerable debate over the years in respect to the making of awards and I can recall at some stage or other where I used to in fact lodge, if you like, the completed document before we started only to be informed that - - -

PN25

THE COMMISSIONER: That it could only be made in title and scope in the first instance.

PN26

MR BAKER: That is right. We weren't in the Federal Commission we were in the State Commission and I could take my document and take it back home with me.

PN27

THE COMMISSIONER: I wonder who that was.

PN28

MR BAKER: I must admit, it has been some years since I have been involved in making yet another award, but I understood that - I know there has been some change in that respect, in particular the advent of the Metalliferous Mining Processing Award and the comments of the President of the Commission in respect to that award and how it is to be made and I take those notes on board, but in my view the process in respect of the making of the award can be dealt with one of two ways, either the parties file an application to commence the process, as indeed I have done, or you can submit in my view what is in fact an ambit document because the document that has been submitted by the AWU on this instance and/or the document that has been prepared by the employer and circulated to the parties, which has not been presented to you today, are in fact ambit documents.

PN29

Now, at the end of the day neither of the two documents, either the document that has been submitted by the AWU or the document that has been circulated by the company, will in fact be the completed document. It may represent partly the outcome but in our view it would be perhaps premature to lodge the document. As far as the full particulars are concerned, I would suggest to you that the full particulars of making an award are the wages and conditions and that is encapsulated in the definition of an industrial dispute which talks about the mode, the conditions of employment, etcetera.

PN30

THE COMMISSIONER: Yes. Look, I think we might be jumping at shadows anyway because at the moment all we have before us is one application that is from the AWU and two other organisations have been granted leave to intervene. There is another application pending which, it has been indicated, will be joined with the other but today all we have is the one application before us which does have full particulars. Mr Flanagan?

PN31

MR FLANAGAN: Thank you, Commissioner. Without getting involved now in the other application I just need to place on the record that - - -

PN32

THE COMMISSIONER: That it is not an ambit.

PN33

MR FLANAGAN: - - - there is no ambit in the AWUs application. In terms of mechanisms of commencing the process, we accept that there are the options identified by Mr Baker but also in terms of process there are only two ways forward with any application, whatever the form of the application is, one is by consent, the other is by arbitration, and I need to place on the record that if we are unable to reach a consent position with some expediency then it is the union's intention to proceed or to seek to arbitrate an award in the terms of the application without alteration.

PN34

Now, in saying that, I think I need to explain to you the basis of the application. There has been an issue which was the subject of separate proceedings before the Commission in relation to meal allowance. That has now been resolved, as I understand it, to the satisfaction of all of the parties. However, what emerged from that particular discussion was the catalyst for the application which is before you. It appears that what we have on site at Impact Fertiliser is a common law employment arrangement between the company and the employees.

PN35

As a common law employment arrangement the Industrial Commission does not have the capacity, it can be argued, to enforce that common law arrangement. So what we intend to do is ensure that the common law arrangement is embodied within an award of this Commission which can be enforced by this Commission.

PN36

THE COMMISSIONER: Can you just tell me a bit about Impact Fertilisers?

PN37

MR FLANAGAN: Yes. I am going to go to that. Impact Fertilisers, as is probably very clear, is engaged in the manufacturing and distribution of fertiliser and that is primarily used in primary industry - sorry about the tautology. Now, what occurred was up until 1994 that manufacturing facility was operated by the Pasminco Hobart Smelter who, at that time, called themselves Pasminco Metals EZ, and that work force was a part of the Pasminco work force.

PN38

In 1994, Pasminco decided to divest itself of that manufacturing facility and the employees transferred from being employees of Pasminco to employees of Impact Fertiliser. There are three groups, if I can call it that, there are the production and distribution employees, which are represented by the AWU. There are the mechanical maintenance employees, which are represented by the AMWU and there is a carpenter represented by the CFMEU.

PN39

Now, if I can, on 25 July 1994 the company provided employees who were transferring from Pasminco to Impact with the terms and conditions of employment which would be applied, and I seek to tender a copy of the correspondence provided to the employees. I have taken the liberty of removing the name of the particular employee concerned.

PN40

THE COMMISSIONER: Okay. Well, we will mark that AWU1.

EXHIBIT #AWU1 CORRESPONDENCE TO PASMINGO EMPLOYEES REGARDING TERMS AND CONDITIONS OF EMPLOYMENT ON TRANSFERRING TO IMPACT FERTILISERS

PN41

MR FLANAGAN: Now, this in fact represents the written component of the common law contract of employment and in fact has been applied since the employees transferred to Impact in July 1994. Now, what has occurred - and the relevant section is point 1: The Award:

PN42

Impact Fertilisers will continue to reflect present wages and conditions in a current Electrolytic Zinc Award until some other agreement might be put in place.

PN43

Since 1994, the union has been engaged with various organisations, Impact, TCCI, Australian Mines and Metals with a view to achieving this other agreement which might be put into place and those agreements are continuing. This process should not be seen as something which replaces the discussions for an agreement. This is an application simply to embody within the award the current common law contract of employment.

PN44

THE COMMISSIONER: Have agreements been reached?

PN45

MR FLANAGAN: No.

PN46

THE COMMISSIONER: No. Okay.

PN47

MR FLANAGAN: That process is continuing.

PN48

THE COMMISSIONER: So there haven't, since 1994, actually been any formal agreements?

PN49

MR FLANAGAN: Registered agreements, that is correct.

PN50

THE COMMISSIONER: And they have continued to apply the award as it has been varied since that time or has it been frozen?

PN51

MR FLANAGAN: Well, there is an issue there, there is an issue there because the award itself has not kept abreast of safety net adjustments. So what we have done with this application is we have taken the award, which the company refers to, we have applied the safety net adjustment and percentage adjustments to work related allowances since 1991 and applied it so that you have before you an award which identifies the current common law conditions of employment and the rates of pay which are prescribed within the application are the rates which would have applied had the safety net adjustments been made from time to time to the Electrolytic Zinc Award.

PN52

Now, in fact what happened was the Electrolytic Zinc Award then subsequently had its name changed in 1998, I believe, to the Pasminco Hobart Smelter Award, but that is neither here nor there. I just ask the Commission to note that the application before you has not dealt with, and it will probably be the subject of further application once the award is established, but it hasn't actually dealt with expense based allowances such as the tool allowance for trades people.

PN53

So what we have done is we have got the conditions. We have applied the safety net adjustments which should have occurred since 1991 and that is what is currently before you. Now, in doing that you will note or ask the Commission to note that the union has removed from the application two clauses which were applicable under the Electrolytic Zinc Award, one is the requirement to work reasonable overtime and the second one, which has been deleted, is award review.

PN54

In respect of an award review, the reason we have deleted that is that it appears to have been inserted into the Electrolytic Zinc Award as part of the 1989 State wage case. The industrial relations environment has moved forward significantly since then and the type of matters which the award review clause sought to address are now properly within the purview of enterprise bargaining under the enterprise agreement stream. So that is why that has been deleted. We have deleted the requirement to work reasonable overtime as we are concerned that that clause may not be consistent with contemporary standards in relation to hours of work. Mr FitzGerald would be quite familiar with what I am talking about.

PN55

MR FITZGERALD: I don't think there has been an opportunity that Mr Flanagan has missed to raise this issue or ours, particularly the one issue. I am not surprised.

PN56

MR FLANAGAN: So other than that what we are proposing is a warts and all adoption of the common law contract of employment between the employer and employees and I just reiterate there is no ambit in the application. If it pleases the Commission.

PN57

THE COMMISSIONER: So in terms of you saying that you haven't included two clauses because the industrial relations climate has changed, I might be wrong but it seems to me that there are other changes in the industrial relations climate since that time that haven't been included, for example, carer's leave.

PN58

MR FLANAGAN: I see. Well, that is a valid comment, Commissioner, a very valid comment where there have been State standards established since 1991 which were not part of the Electrolytic Zinc Award and I believe they would actually be imposed on the contract of employment in the context of an award. So we would have to review our position in that respect.

PN59

THE COMMISSIONER: Thank you. Now, do either of the other employee organisations wish to speak. Mr Benson, do you?

PN60

MR BENSON: No.

PN61

THE COMMISSIONER: Mr Baker?

PN62

MR BAKER: Thank you, Commissioner. I haven't had the opportunity of discussing the draft which Mr Flanagan has presented to the Commission and I would welcome the opportunity to do so. Whilst I support the thrust of his submission and indeed this issue of award regulation at Impact Fertiliser was raised specifically by myself last year and of course it had in fact now resulted in the matter such as the meal allowance coming to this Commission because we were unable to resolve the differences between us in respect to that issue.

PN63

Nevertheless, I feel that before the document can go forward we do need to have some discussions and I have raised this issue with Impact previously, that the basis of the common law agreement or that now exists is fine insofar as most of the conditions of employment are concerned, but we certainly have an issue with the definitions and the application or the classification structure that currently applies at Impact because it has become arbitrary in its application as opposed to how it was applied at Pasminco or the old EZ as it was when it was first developed.

PN64

So I do need to have some discussions with Mr Flanagan concerning that structure, but I suppose the position that is going forward. I mean, it is ludicrous to have a situation where there is in fact no award applying or indeed an agreement applying to the employees at the site and it is something which needs to be fixed and it needs to be addressed as a matter of priority. Even though the company has assured us on several occasions during the course of 2002 that it was a priority for them the matter remains unresolved. So I concur with Mr Flanagan's submission that should this matter not proceed in an expeditious

manner then I think the only way forward will be to bring the matter back to the Commission for arbitration and get the things sorted out.

PN65

THE COMMISSIONER: Thank you. Mr FitzGerald?

PN66

MR FITZGERALD: Thanks, Commissioner. Commissioner, if I can indicate that our organisation has been involved only recently with Impact. I suppose there is a natural representation factor there in that Impact were part of, as Mr Flanagan indicated, the Electrolytic Zinc works at that stage but now Pasmaenco, Hobart Smelter, and we have instructions to act.

PN67

We have had no discussion about this application. I think it was only made as recently as 26 March and I can just put on record there has been no discussion and it appears obviously the unions haven't had any discussion and it appears that there needs to be some time granted to the unions to get their position sorted and we wouldn't be opposed to that. The only issues which I raise at this point, and I am unaware of whether there are any other employers, but as you know the Commission can make awards in respect to a specified industry or a specific enterprise, this is an enterprise award.

PN68

Whether in the public interest it is appropriate that this award be made in respect to this enterprise or whether there are other producers of fertilisers, albeit small, and I am aware of one I think which produces a liquid fertiliser, it seems that those people would be award free but that is something which would need to issue. The other issue which I wanted to look at is the question of the common law obligation, and I make no determination at this point but I just raise it with the Commission and the unions' benefit, that a letter by Mr Peter Hall, which is AWU1, talks about in 1, "Reflecting the present wages", and the "Current EZ Award" and obviously the present wages in that award have moved and the conditions have as well.

PN69

So whether there is an obligation to maintain subsequent changes to reflect the EZ Award or whether there was an obligation at that particular time to reflect the present wages, I can say that clearly the wage levels at Impact is not reflective of that. But what they have done is not follow the award because to do so would be to put employees in a disadvantaged position. It is my understanding that now Pasmaenco Hobart Smelter Enterprise Award hasn't been upgraded but is in the process of being upgraded, but all those years since 1994 Impact had taken it upon themselves, after reviewing community increases and the like, to award not only a particular increase which in most cases exceeded the community increases and safety net adjustments, but they have also provided in most cases bonuses.

PN70

So I make that point and I also make the point that in order to assist the company meeting its business objectives there have been changes, albeit peripheral, to conditions which may not reflect exactly what has occurred in the Pasmaenco Award or the old EZ Award.

PN71

THE COMMISSIONER: Yes, but the main consideration is the existing rates and conditions and that must mean what is currently paid to the employees.

PN72

MR FITZGERALD: Well, I beg to differ in terms of clause 1 of that letter, it talks about present wages and current award.

PN73

THE COMMISSIONER: Yes. But I am looking at the principles for the making of a first award, which is what this application is.

PN74

MR FITZGERALD: Certainly. Certainly, I understand that, Commissioner. Clearly, we would want to be assured that those conditions which have been varied as a matter of custom and practice to give effect to the business needs of the organisation should also be part of that award making process rather than just going back to the old EZ Award - - -

PN75

THE COMMISSIONER: Well, that is right, its existing rates and conditions is the primary consideration.

PN76

MR FITZGERALD: That is right.

PN77

THE COMMISSIONER: Yes.

PN78

MR FITZGERALD: The old EZ Award, as you know, Commissioner, has no relevance to the Pasminco Hobart Smelter Agreement. It is antiquated and it refers to 8-hour shifts. It just doesn't have any resemblance to what is in place there. So that is our particular point, that those practices and conditions which exist as a matter of custom and practice at Impact should be incorporated, in our view, as part of existing rates and conditions rather than just taking an inappropriate award which applied to an organisation as a whole which one part of it had been the fertiliser part of.

PN79

Now, it is our view, Commissioner, rather than negotiating this document which has no relevance whatsoever to the current conditions which apply at Impact that there is a document which the company have developed in the form of an agreement, which has been with the AWU and I think with the AMWU, I am not certain about that - - -

PN80

MR BAKER: Yes.

PN81

MR FITZGERALD: - - - since the end of last year.

PN82

THE COMMISSIONER: Okay. That is the one that there is no agreement on.

PN83

MR FITZGERALD: But there has been no response to it either. The company have put out a document in the form of an agreement with those unions, I don't think the CFMEU are involved, I could be wrong there, but there has been no response to it. But that particular document was reflecting what occurs prima facie as existing rates and conditions and we believe more appropriately that is a document which should be used and moved forward.

PN84

Now, as I said, we have had no response to that by the unions but we think it is a retrograde step to have to refer to this document and you have already pointed out its inaccuracy in terms of current conditions, like carer's leave, and my instructions are to reflect those in the form of current obligations or current standards in that regard, but it just highlights the absurdity of just bunging in, if I can put it that way, a cut and paste document.

PN85

We are all busy, I know that, but I think with these matters there should be some care which reflects the old Electrolytic Zinc Award which has absolutely no relevance to what occurs at Impact. So I make those points in an attempt to clearly move forward in a more practical commonsense way, but I think this document does not assist us in any way. I still strongly believe that the AMWU application, if it is a one pager, is not in accordance with the Act but obviously it is up to the AMWU and it is open to them and the CFMEU to subsequently lodge the applications which could be joined.

PN86

Our view is that we need to establish, firstly, whether it is appropriate to establish an award just for this particular enterprise, those who make fertiliser and, secondly, that it should reflect the current rates and conditions which exist on site. That is reflected in the document which we are still awaiting a response on. So they are the comments I make in opening, Commissioner.

PN87

THE COMMISSIONER: Thank you, Mr FitzGerald. Mr Flanagan?

PN88

MR FLANAGAN: Commissioner, firstly we thank Mr FitzGerald for alerting us to the fact that there may be a liquid fertiliser manufacturing operation in existence. If he could identify to us the name and location of that company we are prepared to look at their circumstances and to see whether or not they should be incorporated into the industry award which exists in title and scope only. However, we have been quite deliberate in the application which is before you in pursuing an enterprise agreement to take into account the circumstances of this enterprise and fundamental to those circumstances is AWU1.

PN89

Now, Mr FitzGerald has made substantial comment about the award being inappropriate, outdated, cut and paste. Things have happened since this happened in '94, but he has failed to read the preamble in AWU1 and what it very clearly

says is that they are offered employment on the basis that continuity of employment we will be treating as not having been broken - great - and very significantly the words "and on terms and conditions no less favourable" and then it continues on. So what we are in the business of pursuing here is a minimum rates award in accordance with the requirements of the principle and we are attempting to apply what we believe to be the common law contract of employment.

PN90

Now, if they assert that that common law contract of employment has been varied by agreement then they can demonstrate that, if necessary, to the Commission but we are not aware of a common law - I am not aware, personally - of a common law contract of employment being varied by custom and practice to which he has alluded. Certainly, the enterprise agreement process perhaps has the capacity to deal with those sort of issues, if in fact they exist, as indeed they may be able to deal with the issue of a classification structure as raised by Mr Baker. But this application is quite deliberate. It has been carefully done. The rates of pay took many hours to compute and this is not a slap happy, cut-and-paste application.

PN91

Now, we are prepared to enter into discussion with both the other unions and the employer around the issue of what is the common law contract of employment. We are not going to negotiate, on a clause-by-clause basis, people's view of what should or shouldn't be there into the future. We are interested in reflecting the current contractual arrangement in an award. Now, we are happy to do that in the period and what we are seeking is that the matter be listed for hearing in - at a time not too far into the future, but a day be allocated for that hearing and that the parties be directed to confer in the interim about any issues of concern they have with the application.

PN92

Our view is that it will take this Commission less than one day to establish what the arrangements were at the time of - the employees were transferred from Pasmenco, what the contract of employment actually is, and in establishing what the contract of employment is that is consistent with the first award principle and what the terms of the award should be. If we are correct in our assertion then the application should be approved as detailed in the application. If the other unions or the employer are able to show that in fact the contract of employment has altered by agreement in some way since 1994 it may be that the Commission chooses to vary the relevant aspects of the award which is proposed.

PN93

We do, however, say to you that we will also take into account the issue of carer's leave and look to see if there are any other State standards which we have failed to address that may have developed since 1994 and provide amended clauses to reflect those arrangements to the others that are party here today within seven days. We are sick of being delayed, stalled and messed around by the company over a period since 1994 and we intend to pursue this application and we wish to do it with expediency. If it pleases the Commission.

PN94

THE COMMISSIONER: Thank you. We might just go off the record - - -

PN95

MR FITZGERALD: Could I just make some comments in response because some new matters there are raised and I just need to, in terms of the process, because I didn't get - there are comments Mr Flanagan has made that are certainly needed in terms of the process. I think Mr Flanagan denies that it was a rush job, not a cut-and-paste job. I mean, you need to look at the application to determine that. It - in my view it has been made within the matter of days. It is simply a cut-and-paste job because he hasn't even included with any thought - and I am not being critical about him because I realise his work load at the moment - the current standards which exist in respect of carer's leave and other matters.

PN96

So it is very much - and there is no shame in saying it is a cut-and-paste job. It is a cut-and-paste job. We all do it at times for various reasons, but - and you know, you look at even the terminology that - it is terminology which applies to Pasmenco, not to Impact. In terms of this "sick and tired of being messed about" I just make it clear again the company are awaiting a response to the document which they presented to the union back last year so - to the AMW and the AWU - so it is not the company messing them about and I just need to put this in perspective.

PN97

In terms of, you know, a sudden process of one day making the award, we think that is entirely inappropriate. It is clear that the unions haven't even got their act together yet. Mr Baker wants to speak to Mr Flanagan about that - his application. So this rush job, which it is - no, more than that - it can't be described as anything else than that - is not appropriate in this award-making process. There is probably a need at this stage, if the application proceeds, for inspections and the like. I make the point about the prima facie existing rates and conditions if it is what Mr Flanagan says at the time of - the award was transferred back in 1994, if you like.

PN98

I understand that the Pasmenco award, although I haven't got it in front of me, the rates which are reflected in this current agreement do not reflect the Pasmenco award and the company, despite the fact that the Pasmenco award hasn't been varied by the unions particularly in the early nineties where it was incumbent upon the unions to make applications, the company has of its own volition without the union's involvement continued to maintain pace and the currency of salary rates by awarding particular increases as well as bonuses. So we must look not at what the current rates and conditions existed in 1994 but what they exist in now, in my view, Commissioner.

PN99

So I don't think the Commission should be fooled by saying that it is not a rush job. It is a cut-and-paste job, nothing surer than that, and we don't believe it is appropriate that we should respond to an out-dated, out-moded, 1994 document which has no relevance to this organisation. We are happy to respond and talk about the document which we have got with the unions are we are awaiting a response on but I think it is inappropriate that we spend our time and waste our

time referring and responding to a document which is about eight or so years out of date. If the Commission pleases.

PN100

THE COMMISSIONER: Well, that is the document that is contained within the application so in that respect I think you do have to pay it some attention, but we will go off the record.

OFF THE RECORD

[10.20am]

RESUMED

[11.00am]

PN101

THE COMMISSIONER: Okay, well, during those discussions a timetable has been agreed to between the parties which is that - and I know it is a little bit all over the place - the unions will meet at 8 am at the AWU office on 9 April and then there will be a meeting between the employer and the employees' representatives and the union at the office of AMMA at noon on Friday, 11 April, then there will be inspections and I think Mr FitzGerald will confirm with the Commission that that is okay, and those inspections will take place on Thursday, 17 April at 3 pm and then there will be a day set down in the Commission for a hearing commencing at 10.30 am on Thursday, 8 May.

PN102

MR FLANAGAN: And the AWU would confirm its intentions to - with respect to that hearing, Commissioner - on 1 May.

PN103

THE COMMISSIONER: Yes, thank you for that. So this matter is adjourned.

ADJOURNED UNTIL THURSDAY, 8 MAY 2003

[11.03am]

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LIST OF WITNESSES, EXHIBITS AND MFIs

EXHIBIT #AWU1 CORRESPONDENCE TO PASMINGO EMPLOYEES
REGARDING TERMS AND CONDITIONS OF EMPLOYMENT ON
TRANSFERRING TO IMPACT FERTILISERSPN41