

ENTERPRISE AGREEMENT

NO. EA 98/103
.....

DATE REGISTERED 7-4-98
.....

PRICE \$ 22
.....

REGISTER OF
ENTERPRISE AGREEMENTS



ENTERPRISE AGREEMENT NO: EA98/103

TITLE: TAB Limited (Security Employees) Enterprise Agreement 1997

I.R.C. NO: 98/1474

DATE APPROVED/COMMENCEMENT: 7 April 1998

TERM: 31 December 1999

NEW AGREEMENT OR
VARIATION: New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 11

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to Security Maintenance Officers, Security Administration Officers and Security Control Officers engaged under the Crown Employees (Security and General Services) Award

PARTIES: Totalizator Agency Board -&- Australian Liquor, Hospitality and Miscellaneous Workers Union, New South Wales Branch

INDUSTRIAL RELATIONS ACT, 1996

~~TOTALIZATOR AGENCY BOARD OF NSW~~ TAB L+1 1997 ENTERPRISE AGREEMENT: (SECURITY EMPLOYEES)

Pursuant to the provisions of the Industrial Relations Act 1996, the following enterprise agreement is made:-

1. TITLE

This enterprise agreement shall be known as the ~~Totalizator Agency Board of NSW~~ (Security Employees) Enterprise Agreement, 1997. TAB L+1

2. ARRANGEMENT

This enterprise agreement is arranged as follows:-

Registered
Enterprise Agreement
Industrial Registrar

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3. APPLICATION

This enterprise agreement shall apply to all employees as classified pursuant to clause 6, Definitions, who are bound by the terms of the Crown Employees (Security and General Services) Award (No. 161 of 1989) in so far as those provisions relate to the parties referred to in clause 5, Parties Bound, of this enterprise agreement. The Enterprise shall be the TAB Ltd, 495 Harris Street, Ultimo, New South Wales.

4. RELATIONSHIP TO PARENT AWARD

This enterprise agreement shall be read and interpreted wholly in conjunction with the parent award, the Crown Employees (Security and General Services) Award (No.161 of 1989), provided that where there is any inconsistency between this Enterprise Agreement and the parent award, this enterprise agreement shall take precedence to the extent of the inconsistency. Apart from clauses specified in this agreement all other clauses of the parent award apply.

5. PARTIES BOUND

The parties to this enterprise agreement are:



- (a) The TAB Ltd;
- (b) All employees engaged as security employees as classified at the TAB Ltd whether members of the organisation of employees listed in sub-clause (c) hereof or not;
- (c) The organisation that represents the employees defined in sub-clause (b) hereof, namely the Australian Liquor, Hospitality and Miscellaneous Workers Union, Miscellaneous Workers Division, New South Wales Branch.

6. DEFINITIONS

- (a) "Parent Award" shall mean the Crown Employees (Security and General Services) Award (IG Vol 267 page 853).
- (b) "Security employees" shall mean and refer to all persons engaged in one of the following classifications. Provided that all other terms of employment shall be as set out in the Parent Award with the exception that a person may engaged as a casual security control officer and the calculation used for such officer shall be as set out in Clause 7 Wage Rates sub-clause (d):
 - (i) Security Maintenance Officer - Responsible for specific areas paramount to the overall effectiveness of the section. To check, clean and change as required camera film in Branch and Agency cameras as per master run sheets, attend to any security system faults as required. Supervision of security system alarm/safe/lock installation.
 - (ii) Security Administration Officer - Responsible for specific areas paramount to the overall effectiveness of the section. Carry out general duties associated with Security Section administration and service requirements including fault reporting, access control update, rosters, fire training, lock and keys, provide relief for Security Maintenance Officer and Security Control Officers as required.

(iii) Security Control Officer - Responsible for the protection of persons and/or premises and/or property. May be required to monitor and/or act upon surveillance and/or building management equipment, respond to security alarms, control the movement of persons, goods and/or vehicles into and out of premises, operate, monitor and/or act up on any medium of communication including visual display unit or computerised print-out, input data, check and record security activities and perform incidental duties which need not be of a security nature.

(c) "One hour's ordinary time pay" shall mean 1/38 times the weekly rate specified for the employee's Classification and Step in Table 1 of Part B of this Award

7. WAGES

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(a) ALL EMPLOYEES: The minimum rate of pay for any classification of employee engaged under this enterprise agreement shall be the rates set out in Table 1 of this enterprise agreement effective from the dates indicated in the said table.

(b) Security Control Officers working 12 hour shifts in accordance with the standard roster attached hereto as Appendix "A" shall be paid an additional allowance as set out in Table 2 of this enterprise agreement, such allowance being equal to 36.7% of the minimum rate provided under subclause (a) and under Table 1. The said allowance shall be in substitution for:

- (i) the penalty rates (together with the entitlements when rostered off duty) which are otherwise payable under the award in relation to 10 public holidays in each year;
- (ii) the penalty rates otherwise payable under the award for the shift work and weekend work which is included in the standard roster;
- (iii) the amount otherwise payable under the award for the average of 1 hour per week of overtime which is included in the standard roster;

(c) Security Control Officers who work 12 hour shifts have included in their salaries payments for an additional week's leave which would otherwise be payable under the award for seven-day shiftworkers.

(d) A casual Security Control Officer working ordinary 12 hour shifts shall be paid a composite rate as set out in Table 1 of this Agreement. The composite rate is calculated by adopting a formula of dividing the appropriate weekly rate by 38, plus 15%, plus shift and penalties allowance for weekend and public holiday work of 32.5%, plus 1/12 annual holiday loading.

(e) The agreement provides for the following increases to all security employees employed pursuant to the terms of the Agreement.

1. 4% wage increase from the beginning of the first full pay period to commence on or after 1 September, 1997.
2. 2% wage increase from the beginning of the first full pay period to commence on or after 1 January 1998.
3. 3% from the beginning of the first full pay period to commence on or after 1 July 1998.
4. 3% from the beginning of the first full pay period to commence on or after 1 January 1999.
5. Provided that where increases in excess of the amounts identified in Points 3 & 4 of sub-paragraph (d) above flow to other employees of TAB, such additional increases will also apply to employees covered by this Agreement.

8. PROGRESSION THROUGH GRADINGS

An employee classified under this Enterprise Agreement shall progress through the Grading Structure provided in Table 1 automatically on each anniversary date of the employee's anniversary subject to satisfactory performance.

9. HOURS

The ordinary hours for day workers shall average thirty eight per week as set out below in subclause (ii) of paragraph (d) Other Employees. The ordinary hours of continuous shift workers shall average thirty-eight per week inclusive of crib time and shall average three hundred and four hours in fifty-six consecutive days, subject to the following conditions:-

- (a) A shift shall consist of not more than twelve hours inclusive of crib time.
- (b) An employee shall not be required to work more than one shift in each twenty-four hour period.
- (c) The 38 hour week may be implemented through the use of rostered days off.
- (d) Four week work cycle and sixteen week cycle - Averaging Provisions.
 - (i) 12 hour shift workers shall work in accordance with the standard roster attached hereto as Appendix "A", but shall be paid on each pay-day the average amount earned per pay period across the whole of the 16 week roster cycle.
 - (ii) Other Employees (Security Maintenance Officer and Security Administration Officers) shall work on no more than 19 days over each 4 week cycle, and shall be paid on each pay-day the average amount earned per pay period across the whole of the 4 week cycle. A sufficient equal number of hours shall be worked on each working day so that an average of 38 hours per week is worked over the 4 week cycle. This arrangement may only be changed by mutual agreement. Where there is no agreement to change, the current arrangement applies.

10. OVERTIME

- (a) For all work done outside ordinary hours the rates of pay shall be time and a half for the first two hours and double time thereafter.
- (b) Overtime will be restricted to a maximum of four hours if occurring on a rostered for duty day.
- (c) Employees will be required to be available for a reasonable amount of overtime.

11. MEAL ALLOWANCES

An employee required to work overtime after working ordinary hours in excess of two hours shall be paid a meal allowance as per current TAB Ltd rates, provided further that a Casual Security Control Officer will only receive a meal allowance if working roster over 12 hours in duration.

12. RECREATION LEAVE

- (a) Recreation leave shall accrue on a daily basis at the rate of 160 hours per annum.
- (b) Recreation leave shall not accrue beyond 240 hours as at 30 June each year.
- (c) The allowance payable pursuant to clause 7(b) - WAGES, of this Agreement shall be paid or payable whilst a security control officer is on recreation leave, in lieu of leave loading.
- (d) A leave loading of 17.5% shall be paid to Security Maintenance Officer and Security Administration Officers when on recreation leave in accordance with the Uniform Leave Conditions.

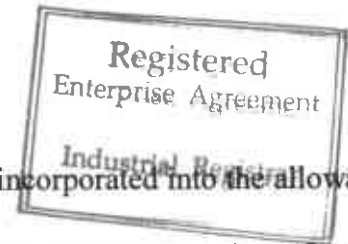
13. OTHER LEAVE PROVISIONS

Except as provided for under Clause 12 - RECREATION LEAVE, Clause 14 - CONCESSIONAL DAY and Clause 15 - PUBLIC HOLIDAYS, leave provisions applying to the majority of employees employed by the TAB Ltd shall uniformly apply to employees classified under this Enterprise Agreement. These provisions are detailed in the policy document "UNIFORM LEAVE CONDITIONS FOR MINISTERIAL EMPLOYEES IN GOVERNMENT DEPARTMENTS AND EQUIVALENT EMPLOYEES IN CORPORATE BODIES"

14. CONCESSIONAL DAY

In lieu of a Union Picnic Day being granted employees will receive a Concessional Day which will be added to their annual leave accrual on 1 December each year.

15. PUBLIC HOLIDAYS



(a) SECURITY CONTROL OFFICERS

- (i) Payment for 10 public holidays penalties per year have been incorporated into the allowance specified in clause 7(b) - WAGES.
- (ii) Additional penalties, benefits or allowances will only be paid when the number of public holidays gazetted or observed each year exceeds 10 days.
- (iii) For work performed on a public holiday as defined in (ii) above employees will be paid, in addition to their normal daily rate, time and one half of their daily base rate.
- (iv) Minimum payment for work performed on a public holiday as defined in (ii) will be four hours.
- (v) Where a public holiday as defined in (ii) above occurs on a rostered day off the employee will be entitled to payment of one day's ordinary pay. Alternatively and subject to TAB Ltd approval, an additional day (8 hours) may be added to the recreation leave credit.

(b) SECURITY MAINTENANCE OFFICER AND SECURITY ADMINISTRATION OFFICER

- (i) Employees shall be entitled to the gazetted or observed public holidays without loss of pay.
- (ii) All time worked on a public holiday shall be paid at ordinary time plus time and a half.
- (iii) A minimum payment of four hours will be paid.

16. CHILD CARE

- (a) Employees may, subject to the availability of vacancies, use the work based child care facilities as provided by the TAB Ltd.
- (b) Employees may choose to pay child care fees by way of gross salary sacrifice.
- (c) Employees shall be obliged to abide by the rules and policies of the Child Care Centre as determined from time to time by the TAB Ltd.

17. GRIEVANCE AND DISPUTE PROCEDURE

17.1 GENERAL PROVISIONS

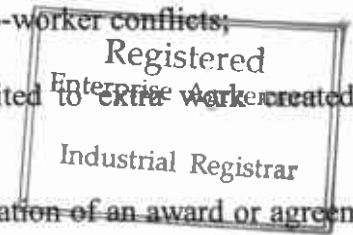
- (a) Where a grievance or dispute arises, it is the responsibility of management to address it in a fair, objective and timely manner with a minimum of conflict and disruption.
- (b) Whilst these procedures are being followed the status quo will prevail.
- (c) Nothing in this agreement will prevent an employee consulting directly with an official of the LHMU.

- (d) Nothing in this agreement will diminish the rights of employees to pursue a grievance through the existing TAB Ltd dispute/grievance mechanisms ie. Human Resources Division personnel; Grievance Contact Officers; EEO Co-ordinator and Spokeswoman.
- (e) Nothing in this agreement will diminish the rights of an employee to pursue a matter through the Government and Related Employees Appeals Tribunal (GREAT) or the jurisdiction of the New South Wales Industrial Commission in respect of matters prescribed in Chapter 3 Part 8 Unfair Dismissals, or any other specific review panel.
- (f) It is a condition of this Agreement that the procedures will be followed and that there shall be no disruption to work;
- (g) It is a right of the employees to be accompanied or represented by the union delegate, or an official of the LHMU, or any other person at any stage of the grievance or dispute procedure.

17.2 GRIEVANCES

Grievance: a grievance is a statement or approach by an employee to a supervisor or manager on a work related problem, concern or complaint which may relate to:

- (a) Interpersonal conflict at work including supervisor-staff or co-worker conflicts;
- (b) unfair allocation of training or development opportunities;
- (c) unrealistic assignment of work; may include but not limited to extra work created by absenteeism or leave;
- (d) lack of communication on work related information;
- (e) a difficulty concerning the interpretation, application or operation of an award or agreement in relation to an individual employee.
- (f) harassment and/or discrimination on the basis of sex, race, marital status, aboriginality, physical and/or intellectual impairment, homosexually and/or sexual preference, psychiatric disability or age.



Procedure

- (a) In the first instance, the employee will notify (in writing or otherwise) the Security Manager as to the substance of the grievance and the solution sought and request a meeting to discuss it. Such a meeting should, where practicable, be held within 48 hours of the notification and if not possible will be held within 3 working days of the notification;
- (b) If the matter is not resolved at (a), details should be referred to the General Manager Operations or the Employee Relations Manager and/or Employee Relations Officer or such other senior personnel of equivalent status in the case of his/her absence, by the Security Manager or where further discussions with the employee should, where practicable, take place within 48 hours;
- (c) If, after a reasonable period of time, and not more than 120 hours after such discussions, a response has not been given or, if the response is considered unsatisfactory by the officer concerned, the matter will be the subject of formal discussions between the LHMU and the Employee Relations Officer and/or Employee Relations Manager and/or General Manager Operations and/or General Manager Human Resources and Planning and/or Chief Executive and will take place as soon as practicable.
- (d) If the solution sought in (a) cannot be provided, the individual employee or his/her representative is to be provided with a written explanation as to why this is so within 72 hours of step (c);
- (e) If the matter still remains unresolved to the satisfaction of either party, the issue may be referred to the New South Wales Industrial Relations Commission.

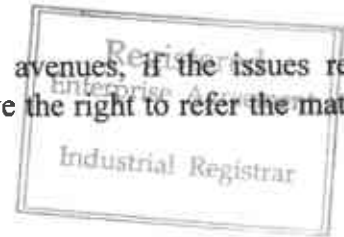
17. GRIEVANCE AND DISPUTE PROCEDURE (continued)

17.3 DISPUTES

Disputes: a dispute is a matter, issue or concern which is common to two or more employees and is referred collectively to a manager on behalf of the collective and may, but not necessarily, involve the interpretation and/or application and/or operation and or re-negotiation of the agreement or any other award, statute or agreement which may be relevant.

Procedure

- (a) In the first instance, the employees or union delegate or official of the LHMU shall notify (in writing or otherwise) the Employee Relations Manager as to the substance of the dispute and request a meeting to discuss the solution sought. A meeting will be held within 48 hours of notification, where practicable, and in any event will be held within 3 working days of the notification;
- (b) If following the meeting outlined in (a) and issue(s) remain unresolved a further meeting will be held with the Employee Relations Officer and/or Employee Relations Manager and/or General Manager Human Resources and Planning and/or General Manager Operations and/or Chief Executive within 3 working days of the meeting in (a). During this meeting the issue will be further examined. A response detailing either acceptance or rejection or compromise of the proposal will be provided.
- (c) After having exhausted all internal TAB Ltd negotiation avenues, if the issues remain unresolved to the satisfaction of either party, the parties have the right to refer the matter to the New South Wales Industrial Relations Commission.



18. SAVINGS

This enterprise agreement shall not operate so as to cause an employee to suffer a reduction in wages or in any other minimum conditions of employment such as annual leave (except that specified in clause 7(b) - Wages), long service leave, etc.

19. NO DURESS

This enterprise agreement was agreed to between the parties without duress.

20. ENTERPRISE CONSULTATION

The TAB Ltd shall continue to implement the consultative mechanism and procedures established under the second SEP adjustment for consultation and negotiation on matters affecting its efficiency and productivity.

21. NO EXTRA CLAIMS

The parties to this Agreement undertake not to pursue any extra claims, except where consistent with the provisions of the Industrial Relations Act, 1996.

22. DATE AND PERIOD OF OPERATION

This Agreement shall operate from the beginning of the first pay period to commence on or after

7 April 1998

and shall remain in force until 31 December, 1999.

PART B - Monetary Rates

TABLE 1 - WAGES

Classification	Des#	Step	Previous Rates		(+ 4%)		(+ 2%)		(min 3%)			
			Annual	Weekly	Column A		Column B		Column C			
			1 September 1997		1 January, 1998		1 July 1998		1 January 1999			
Security Control Officer	193	1	\$23,991	\$460.10	\$24,951	\$478.50	\$25,450	\$488.10	\$26,214	\$502.70	\$27,000	\$517.80
		2	\$24,829	\$476.17	\$25,822	\$495.20	\$26,338	\$505.10	\$27,128	\$520.30	\$27,942	\$535.90
		3	\$25,962	\$497.90	\$27,000	\$517.80	\$27,540	\$528.20	\$28,274	\$542.20	\$29,122	\$558.50
Security Admin Officer	407	1	\$27,836	\$533.84	\$28,949	\$555.20	\$29,528	\$566.30	\$30,414	\$583.30	\$31,326	\$600.80
		2	\$28,530	\$547.15	\$29,671	\$569.00	\$30,264	\$580.40	\$31,172	\$597.80	\$32,107	\$615.80
		3	\$29,101	\$558.10	\$30,265	\$580.40	\$30,870	\$592.00	\$31,796	\$609.80	\$32,750	\$628.10
Security Maintenance Officer	192	1	\$30,841	\$591.47	\$32,075	\$615.10	\$32,716	\$627.40	\$33,697	\$646.25	\$34,708	\$665.60
		2	\$31,545	\$604.97	\$32,807	\$629.20	\$33,463	\$641.80	\$34,467	\$661.00	\$35,501	\$680.80
		3	\$32,317	\$619.78	\$33,610	\$644.60	\$34,282	\$657.50	\$35,310	\$677.20	\$36,369	\$697.50
		4	\$33,369	\$639.95	\$34,704	\$665.60	\$35,398	\$678.90	\$36,460	\$699.20	\$36,460	\$699.20

CASUAL PER HOUR RATES FOR SECURITY CONTROL OFFICER

Base Hrly	\$14.48	\$14.77	\$15.21	\$15.67
Ord Shift	\$20.79	\$21.20	\$21.84	\$22.49
Time & 1/2	\$21.72	\$22.16	\$22.82	\$23.51
D/T	\$28.96	\$29.54	\$30.43	\$31.34
Pub.Hol	\$36.20	\$36.93	\$38.03	\$39.18

TABLE 2 - STANDARD 12 HOUR ROSTER ALLOWANCE = BASE RATE x 0.367

Classification	Des #	Step	Previous Rates		(+ 4%)		(+ 2%)		(min 3%)			
			Annual	Weekly	Column A		Column B		Column C			
			1 Sept. 1996		1 Sept. 1997		1 July 1998		1 July 1998			
Security Control Officer	193	1	\$8,805	\$168.90	\$9,157	\$175.61	\$9,340	\$179.10	\$9,620	\$154.50	\$9,909	\$190.00
		2	\$9,112	\$174.70	\$9,476	\$181.73	\$9,666	\$185.40	\$9,956	\$190.90	\$10,255	\$196.70
		3	\$9,528	\$182.75	\$9,909	\$190.03	\$10,107	\$193.80	\$10,410	\$199.60	\$10,722	\$205.60

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TABLE 3 - MEAL ALLOWANCES

MEAL ALLOWANCES - PERMANENT STAFF	
Breakfast	\$9.60
Luncheon	\$12.45
Dinner	\$18.40
Additional Meal (for period of additional overtime in excess of four hours)	\$9.60
MEAL ALLOWANCES - CASUAL STAFF	
With overtime if applicable	\$8.50

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APPENDIX "A" - Standard 12 Hour Roster.

STANDARD "12 HOUR SHIFTS" ROSTER FOR SECURITY STAFF AT NSW T.A.B.															
Day#	Shift	Day	Ngt	Sat	Sun	O/T		Day#	Shift	Day	Ngt	Sat	Sun	O/T	
1	Sun.	0600.1800			8.00	4.00		57	Sun.						
2	Mon.							58	Mon.						
3	Tue.							59	Tue.						
4	Wed.	1800.0600		12.00				60	Wed.						
5	Thr.	1800.0600		12.00				61	Thr.	0600.1800	12.00				
6	Fri.	1800.0600		6.00	6.00			62	Fri.	0600.1800	12.00				
7	Sat.							63	Sat.	0600.1800			12.00		
8	Sun.							64	Sun.						
9	Mon.							65	Mon.						
10	Tue.							66	Tue.	1800.0600		12.00			
11	Wed.	0600.1800	12.00					67	Wed.	1800.0600		12.00			
12	Thr.	0600.1800	12.00					68	Thr.	1800.0600		12.00			
13	Fri.	0600.1800	12.00					69	Fri.						
14	Sat.							70	Sat.						
15	Sun.							71	Sun.						
16	Mon.	1800.0600		12.00				72	Mon.						
17	Tue.	1800.0600		12.00				73	Tue.	0600.1800	12.00				
18	Wed.	1800.0600		12.00				74	Wed.	0600.1800	12.00				
19	Thr.							75	Thr.	0600.1800	12.00				
20	Fri.							76	Fri.						
21	Sat.							77	Sat.						
22	Sun.							78	Sun.						
23	Mon.							79	Mon.	1800.0600		12.00			
24	Tue.	0600.1800	12.00					80	Tue.	1800.0600		12.00			
25	Wed.	0600.1800	12.00					81	Wed.	1800.0600		12.00			
26	Thr.	0600.1800	12.00					82	Thr.						
27	Fri.							83	Fri.						
28	Sat.							84	Sat.						
29	Sun.							85	Sun.						
30	Mon.	1800.0600		12.00				86	Mon.	0600.1800	12.00				
31	Tue.	1800.0600		12.00				87	Tue.	0600.1800	12.00				
32	Wed.							88	Wed.	0600.1800	12.00				
33	Thr.							89	Thr.						
34	Fri.							90	Fri.						
35	Sat.							91	Sat.	1800.0600		6.00	6.00		
36	Sun.							92	Sun.	1800.0600		6.00	6.00		
37	Mon.	0600.1800	12.00					93	Mon.	1800.0600		12.00			
38	Tue.	0600.1800	12.00					94	Tue.						
39	Wed.							95	Wed.						
40	Thr.							96	Thr.						
41	Fri.	1800.0600		6.00	6.00			97	Fri.						
42	Sat.	1800.0600			6.00	6.00		98	Sat.	0600.1800			12.00		
43	Sun.	1800.0600		6.00		6.00		99	Sun.	0600.1800				8.00	4.00
44	Mon.							100	Mon.	0600.1800	12.00				
45	Tue.							101	Tue.						
46	Wed.							102	Wed.						
47	Thr.							103	Thr.						
48	Fri.	0600.1800	12.00					104	Fri.	1800.0600		6.00	6.00		
49	Sat.	0600.1800			12.00			105	Sat.	1800.0600			6.00	6.00	
50	Sun.	0600.1800				4.00	8.00	106	Sun.	1800.0600		6.00		6.00	
51	Mon.							107	Mon.						
52	Tue.							108	Tue.						
53	Wed.							109	Wed.						
54	Thr.	1800.0600		12.00				110	Thr.						
55	Fri.	1800.0600		6.00	6.00			111	Fri.	0600.1800	12.00				
56	Sat.	1800.0600			6.00	6.00		112	Sat.	0600.1800				12.00	
Totals ->		108.00	120.00	42.00	30.00	12.00		Totals ->		120.00	102.00	54.00	32.00	4.00	
OVERALL TOTALS ->										228.00	222.00	96.00	62.00	16.00	

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Enterprise Agreement
Industrial Registrar

The parties bound by this Enterprise Agreement have signed this Agreement on the date indicated below:

SIGNED on behalf of the TOTALIZATOR }
AGENCY BOARD OF NEW SOUTH }
WALES by }

A Windross
.....
A WINDROSS
Chief Executive

WITNESSED BY:

Allyson

DATE:

20/3/98



SIGNED on behalf of the AUSTRALIAN }
LIQUOR, HOSPITALITY AND MISCEL- }
LANEOUS WORKERS UNION, MISCEL- }
LANEOUS WORKERS DIVISION, NEW }
SOUTH WALES BRANCH by }

Jeff Roser
.....
JEFF ROSER
Divisional Branch President

WITNESSED BY:

Rebma Hanson

DATE:

12 March 1998