

REGISTER OF  
ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA97/152

TITLE: A Goninan & Co Limited Clerical Employees Enterprise Agreement 1997

I.R.C. NO: 97/4016

DATE APPROVED/COMMENCEMENT: 8 August 1997

TERM: Expires 15 October 1998

NEW AGREEMENT OR  
VARIATION: New

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 26

COVERAGE/DESCRIPTION OF

EMPLOYEES: To apply to all employees at A Goninan & Co Limited, Broadmeadow Road, Broadmeadow, bound by the terms of the Clerical and Administrative Employees (State) Award

PARTIES: A Goninan & Co Limited -&- Federated Clerks' Union of Australia, New South Wales Branch



\$52

**A GONINAN & CO LIMITED  
CLERICAL EMPLOYEES  
ENTERPRISE AGREEMENT 1997**

**1. TITLE**

This Agreement shall be known as the A Goninan & Co Limited Clerical Employees Enterprise Agreement 1997.



**2. ARRANGEMENT**

The Agreement is arranged as follows:

<u>Subject Matter</u>	<u>Clause No.</u>
Application	3
Arrangement	2
Continuous Improvement	12
Consultation	9
Date & Period of Operation	5
No Extra Claims	10
Not to be used as a Precedent	11
Objectives of the Agreement	7
Parties Bound	4
Relationship to Parent Award	6
Title	1
Wages	8
Appendix A	

### 3. APPLICATION

This Agreement shall apply at A Goninan & Co Limited - Broadmeadow, Broadmeadow Road, Broadmeadow NSW 2292 to all employees who are bound by the terms of the Clerical & Administrative Employees (State) Award 1996, insofar as those provisions relate to the parties referred to in Clause 4 - PARTIES BOUND - of this Agreement.

### 4. PARTIES BOUND

The parties to this Agreement are:

- (a) A Goninan & Co Limited;
- (b) Federated Clerks Union of Australia, New South Wales Branch on behalf of all employees, whether members of this organisation of employees or not, engaged in any of the occupations, industries or callings specified in the Clerical & Administrative Employees (State) Award 1996.



### 5. DATE AND PERIOD OF OPERATION

This Agreement shall operate from the beginning of the first pay period to commence on or after the date of <sup>Approval</sup> ~~Certification~~ of this Agreement and shall remain in force until 15 October 1998.

## **6. RELATIONSHIP TO PARENT AWARD**

This Agreement shall be read and interpreted wholly in conjunction with the Clerical & Administrative Employees (State) Award 1996, provided that where there is any inconsistency between this Agreement and the Clerical & Administrative Employees (State) Award 1996, this Agreement, shall take precedence to the extent of the inconsistency.

## **7. OBJECTIVES OF THE AGREEMENT AND MEASURES TO INCREASE THE PRODUCTIVE PERFORMANCE OF THE ENTERPRISE AGREEMENT**



The objectives of the Agreement and measures to increase the productive performance of the enterprise are described in Appendix A to this agreement.

## **8 WAGES**

Wages will be increased in accordance with Clause 3.2 of Appendix A to this agreement.

## **9. CONSULTATION**

The process for the parties to this agreement to consult each other about matters involving changes to the organisation or performance of work should continue to be:

- Holding regular consultative committee meetings;
- Holding monthly communication meetings involving all employees and management.

**10. NO EXTRA CLAIMS**

It is a term of this Agreement that the Union and all employees bound by this Agreement will not pursue any extra claims, award or over award, for the life of this Agreement including increases arising from award variations or decisions of the commission other than increases that are consistent with the terms of the Agreement.

**11. NOT TO BE USED AS A PRECEDENT**



This Agreement shall not be used in any manner whatsoever to obtain similar arrangements or benefits in any other plant or enterprise.

**12. CONTINUOUS IMPROVEMENT**

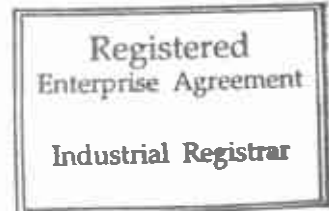
Management, the union/s and its employees covered by this Agreement are committed to searching for areas where improvements can be made and implementing such improvements as part of this Agreement.

19 March 1997

1

**A GONINAN & CO LIMITED**  
**CLERICAL EMPLOYEES BROADMEADOW ENTERPRISE**  
**AGREEMENT**  
**15 OCTOBER 1996 - 15 OCTOBER 1998**

**APPENDIX A**



**1. OBJECTIVES OF THIS AGREEMENT**

The aims of this Agreement are to:

- 1.1 Assist the Company to maintain a competitive market position.
- 1.2 Maintain the shared commitment of employees, their union and management to:
  - achieve international competitiveness
  - build continuous improvement into the productive performance of the Company by providing regular performance feedback to employee workgroups.
  - use a consultative approach to work processes and change which minimises disputation and disruption.
  - take responsibility for the whole work process and not just an individual's traditional job or department.
  - increase skills and training to facilitate our ability to adapt to change, solve problems, reduce administrative and communication barriers and strengthen effective teamwork and flexibility.
  - continue investment in new technology, training, research and development.
- 1.3 Ensure that by a process of continuous improvement the company may afford to maintain the value of wages.

- 1.4 Ensure a period of stability through a two year enterprise agreement during which employees party to this Agreement will not be compelled to participate in national union campaigns which are related to wages and conditions of employment.
- 1.5 Ensure continued commitment to the Agreement and delivery of its objectives by monthly reviews of performance and against agreed measures.

## 2. **COVERAGE OF THIS AGREEMENT**

This agreement will cover all clerical employees on the Broadmeadow site of A Goninan & Co Limited covered by the Clerical & Administrative Employees (State) Award.

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## 3. **CONDITIONS OF AGREEMENT**

### 3.1 **Competency Standards Implementation**

To implement new Job Models on the Broadmeadow site which will be developed for clerical employees.

It is agreed between the parties that the specific skills identified in all Job Models to be developed via a consultative process may be exercised by appropriately trained employees so classified.

### 3.2 **Wage Increases**

The parties understand that the only way of continuing to fund real increases in wages is to continue to improve the performance of all facets of the Broadmeadow Operations. During the course of this agreement the parties will continue to monitor actual performance of clerical employees against the agreed KPI of **Process Adherence**, ie the extent to which clerical employees follow or comply with the Management System policies and procedures.

An initial audit will be conducted to establish a baseline measure of process adherence. Follow-up audits will be conducted each 3 months over the life of the Enterprise Agreement to measure the level of adherence. The parties agree that the objective will be to improve the level of process adherence by 25% as measured by a cumulative average over the life of the Enterprise Agreement. Graphs showing this level of performance over time will be displayed on all office notice boards so that the employees party to this agreement and management can continually monitor clerical performance against the required improvement levels.



### 3.2 Wage Increases (Cont)

As a result of these initiatives the wage increases over the life of the two year agreement will be as follows:

Based on the above purpose and commitments, there will be a wage increase as provided below:

6.0 % increase for all classifications from the first pay period commencing on or after the date of certification of this Agreement.

4.0% increase for all classifications from the first pay period commencing on or after 16 October 1997

To provide a further incentive for continuous improvement 1% will be available to employees midway through the second year of the Enterprise Agreement and a further 1% at the end of the second year if Process Adherence milestones are met. In the event that the milestones are met earlier in the second year the 1% increments will be paid earlier. Should the milestones not be fully achieved the Company will pay pro rata increases to the employees covered by this agreement based on performance achieved. That is, if performance is 90% of the agreed milestone, 90% of 1% will be paid.

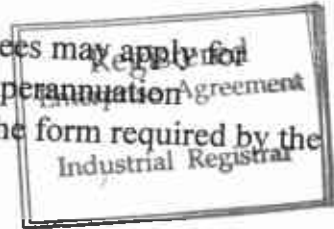
The actual rates of pay will be as set out in the table below:

CLERICAL GRADE	RATE OF PAY FROM 1st PAY PERIOD COMMENCING ON OR AFTER DATE OF CERTIFICATION OF THIS AGREEMENT	RATE OF PAY FROM 1st PAY PERIOD TO COMMENCE ON OR AFTER 16th OCTOBER 1997
5	601.10	625.10
4	578.40	601.50
3	566.50	589.20
2	553.10	575.20
1	534.80	556.20



### 3.3 Superannuation

All permanent, part-time and casual employees may apply for membership of the Howard Smith Group Superannuation Agreement Association. Application must be made in the form required by the Trustees.



The Company-funded benefit available from the Association on leaving service is based on a percentage of the employee's total employment period and the employee's salary close to the time of leaving service. A discount factor may apply. Casual employees' benefits will be as provided for in the Superannuation Guarantee Legislation.

Employee's may make personal contributions if they choose. The leaving service benefit will in all cases be not less than the benefit prescribed by the Superannuation Guarantee Legislation.

Full details of the benefits available from your superannuation fund are available from the Howard Smith Group Superannuation Association handbook or the fund Trust Deed available from the Personnel Department.

### 3.4 Dispute Settlement

In the event of a dispute arising during the course of this Agreement, the parties agree to invoke the Goninan Railway Products Operation and Heavy Engineering Operation Procedure. A copy of this document is attached as **Annexure B**.

### 3.5 Clerical & Administrative Employees (State) Award

The parties are committed to the Clerical & Administrative Employees (State) Award continuing to cover the basic standards of employment at this site. Except where it is inconsistent with this Agreement the terms and conditions of the Clerical & Administrative Employees (State) Award will continue to apply. The parties are committed to the continued application of these terms and conditions unless varied by arbitration.

### 3.6 Reclassification and Training

The parties will continue to implement:

- training which to the maximum extent can be accredited and is consistent with the NOSFAB Clerical Competency Standards and Goninan Standards.
- work change through consultation which ensures employees' skills are utilised to the maximum extent.
- recognition of existing skills and prior learning using the agreed industry processes and the competency standards.
- reclassification arising from the above training and/or skill recognition based on skills acquired and used, consistent with Justice Glynn's decision.



### 3.7 Higher Duties

The parties agree that **Clause 14 Higher Duties** contained in the Clerical & Administrative Employees (State) Award will continue to apply until the implementation of the Clerical Competency Standards is completed.

The application of the Higher Duties Clause will be based on the skills listed in the Job Models which are to be developed.

When the Standards have been implemented, the Higher Duties Clause will no longer have application. In its place the following policy will apply:

- 3.7.1 An employee who satisfies the requirements for reclassification and who is called upon to exercise those skills will be reclassified
- 3.7.2 An employee who does not satisfy all the requirements for reclassification but who is required to exercise higher level skills will have those skills counted toward reclassification.

### 3.8 Retrenchment Policy

In the event that there is major downturn in work which necessitates a reduction in the workforce the Company will invoke the Retrenchment Policy a copy of which is attached as **Annexure C**.



### 3.9 Uniform

The Company shall supply to weekly employees clothes to the value of three shirts, three pairs of trousers and three pairs of socks each twelve months, free of charge.

Where an employee is issued with work boots at the commencement of his/her employment he/she will reimburse the cost of such boots in the event of leaving employment within three months of commencement.

Where an employee decides to purchase uniforms exceeding the value of the annual issue, he/she may, by arrangement, pay off the amount involved by a weekly wage deduction of 10% of the employee's gross weekly wage rate until the debt is cleared.

### 3.10 Discipline Policy

Where the work performance or behaviour of an employee is less than satisfactory the Company's Disciplinary Policy will be invoked. A copy of this Policy is attached as **Annexure A**.

### 3.11 Military Service

The Company wishes to encourage and support participation by employees in the Australian Reserve Forces. Any employee involved in Reserve Force activities that require absence from work will be granted leave of absence for a maximum of two weeks in any year and subject to appropriate documentary evidence be reimbursed by the Company for any difference in pay made by the Australian Reserve Forces and the ordinary 38 hour payment at work.

### 3.12 Civil Emergency Leave

The Company will provide Civil Emergency Leave, at the discretion of the Personnel Manager, where an employee is unable to attend for work because of active involvement in civil emergency service. Provided that:

- A) This leave will be limited to employees registered with the Personnel Department as members of the Civil Emergency Services ie the Volunteer Bush Fire Brigade or the State Emergency Service.

### 3.12 Civil Emergency Leave (Cont)

- B) Claims must be supported by written notification from the organisation concerned stating the nature of the activity and the time so engaged.
- C) This leave does not apply to time spent attending training courses.

### 3.13 Casual and Contract Labour

Casual employees and contract labour covered by this Agreement will be engaged as provided for in the Clerical & Administrative Employees (State) Award.

Casual employees shall be paid the rate of pay appropriate to their classifications as provided for in this Agreement plus 20% casual loading.

Casual employees and contract labour will be engaged by one of the following methods:

- By the hour, or
- For the length of a nominated contract, or
- For a specified period of time.

### 3.14 Continuity of Work for Export Contracts

The parties agree that where strike action is taken and/or bans or limitations are imposed and employees are engaged in working on export contract work they will ensure that there is continuity of work on it such that quality and deliveries will not be adversely affected.

For the purposes of this clause "export contract work" is work which is for delivery to countries other than Australia.

### 3.15 Service Payment

The parties agree that the existing Service Allowance paid at Broadmeadow will be indexed by the same percentage increases in wage rates as provided for in this Agreement.

### 3.16 Meal Allowance

The parties agree to substitute the rate of \$8.00 for the Meal Allowance as provided for in the Clerical & Administrative Employees (State) Award. All other Award conditions for its payment will remain in force.



### 3.17 Equal Employment Opportunity

It is the policy of A Goninan & Co Limited to provide equal employment and placement opportunities to all people without regard to factors such as sex, race or religion.

The Company is committed to providing an environment where employment policies and practices are based purely on merit, that is, knowledge, skills, abilities and experiences of people and not on assumptions based on the aforementioned factors.

**APPENDIX A - (COMPARISON TO AGREEMENT)**

1	Objectives	Agreement objectives	No Equivalent
2	Coverage of Agreement	All Clerical employees on Broadmeadow site	General Clerical coverage.1
3.2	Competency Standards	Implementation	No Equivalent
3.2	Wage Increases	Wage Rates and increases	Exceed Award Standard. See attached table
3.3	Superannuation	Contributions in accordance with SGL into Company scheme which is a complying fund.	Provides for contributions to choice of funds including "other funds that comply with legislation
4	Dispute Settlement	Disputes procedure which provides for representation, communication processes and provision for reference to IRC	Provision for representation and reference to IRC
3.5	Clerical and Administrative Employees (State) Award	Reference to Award where agreement is silent	No Equivalent
3.6	Reclassification and Training	Training and reclassification	No equivalent
3.7	Higher Duties	Refers to Award and reference to development of future job models	Higher pay for work of higher duties
3.8	Retrenchment Policy		No Equivalent
3.9	Uniform		No Equivalent
3.10	Discipline Policy		No Equivalent
3.11	Military Service		No Equivalent

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3.12	Civil Emergency Leave		No Equivalent
3.13	Casual and Contract Labour		No Equivalent
3.14	Continuity of Work for export Contracts		No Equivalent
3.15	Service Payment		No Equivalent
3.16	Meal Allowance	As per Award	
3.17	CLAUSE 3.17: Equal Employment Opportunity		No Equivalent

**WAGE COMPARISON**

CLERICAL GRADE	AWARD RATE	RATE OF PAY UNDER AGREEMENT FROM DATE OF CERTIFICATION	RATE OF PAY UNDER AGREEMENT FROM 16/10/97
5	\$545.5	\$601.10	\$625.10
4	\$482.90	\$578.40	\$601.50
3	\$441.20	\$566.50	\$589.20
2	\$409.50	\$553.10	\$575.20
1	\$388.60	\$534.80	\$556.20

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**ANNEXURE A**

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**A GONINAN & CO LIMITED****DISCIPLINE POLICY**

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**1 Objectives of Discipline Policy**

A clear and effective Disciplinary Policy is fundamental in achieving production efficiency, safety and sound industrial relations. Disciplinary action is only necessary where the initial counselling of an employee has been unsuccessful. The most effective method of changing behaviour is by rewarding or recognising appropriate behaviour.

**2 Stages of Discipline**

The Union and the Company agree on the following disciplinary procedure to be applied in the event of an employee's unacceptable work performance.

**3 Stage 1 - To Counsel**

In this process, the supervisor attempts to establish if there are reasons behind inappropriate behaviour. In order that this stage is effective, the supervisor must make a genuine attempt to understand the employee's behaviour. Having established the causes of the behaviour, the supervisor can ascertain whether or not the Company is able to assist the employee. The relevant delegate should be informed on completion of this stage or will be involved at the member's request.

Where the supervisor is advised by the employee that he/she is experiencing some personal trauma, the supervisor will refer the employee to the Personnel Manager who will offer to arrange professional counselling for the employee as part of the Company's Employee Assistance Programme.

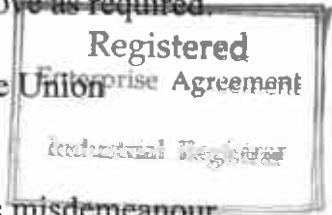
**4 Stage 2 - First Warning**

Where unacceptable work performance/behaviour continues, the employee will be given a formal written warning by Management after having indicated clearly to the employee:

- (a) What is expected and required of him/her.
- (b) Where and how he/she has failed to meet the required standard.

- (c) What he/she must do to reach the required standard.
- (d) What the consequences will be of failure to improve as required.

This warning is to be issued in the presence of the Union Organiser, Delegate and Personnel Manager.



In the event that there is no repetition of the same misdemeanour for a period of eight weeks, the warning will lapse.

### 5 Stage 3 - Final Warning

This is the final written warning before appropriate action is taken by management, i.e. demotion, transfer, dismissal. The employee is informed that if there is a repetition of the offending behaviour/poor performance, the employee will be subject to appropriate disciplinary action.

This final written warning is also to be given in the presence of the Union Organiser, Delegate and the Personnel Manager.

In the event that there is no repetition of the misdemeanour for a period of sixteen weeks, the warning will lapse.

### 6 Repetition of Misdemeanours After Lapse of Warnings

In the case of an employee whose first warning has lapsed, where there is a repetition of the same misdemeanour within a period of four months, he/she will be placed on a first warning.

In the case of an employee whose final warning has lapsed, where there is a repetition of the same misdemeanour within a period of six months, he/she will be placed on a final warning.

### 7 Avoidance of Disputes

In the event that there is disagreement between the parties on whether further disciplinary action is required, the matter will be subject to further discussions between the parties. Where the parties cannot reach agreement, the matter will be arbitrated by the Commission with both parties withholding any action until a decision is made. Both parties will abide by any decision.

## 8 Degrees of Discipline

Appropriate disciplinary action must be chosen for each misdemeanour. Different circumstances in each case make it impossible to generalise about which action is appropriate. Listed below however, are some guidelines for the assistance of supervisors.

### CATEGORY 1

Absenteeism  
 Inefficiency and poor performance  
 Poor timekeeping  
 Minor breach of safety regulation  
 Leaving workplace without permission



#### Appropriate Discipline

Work through stages of discipline.

### CATEGORY 2

Negligence  
 Malingering  
 Breach of safety regulations

#### Appropriate Discipline

May be necessary to by-pass counselling stage and give a warning to employee.

### CATEGORY 3

Possessing or consuming alcohol or other drugs on the job or site  
 Deliberately damaging Company property and personal property  
 Falsifying timesheets or Doctor's Certificates  
 Threatening/abusing a work mate or supervisor  
 Clocking on/off offences  
 Harassment  
 Vilification

#### Appropriate Discipline

May be necessary to summarily dismiss employee in the presence of Union Delegate and Personnel Manger. Where mitigating circumstances exist, it may be appropriate to give a final warning or to terminate the employee's contract of employment with due notice.

**A GONINAN & CO LIMITED  
RPO AND HEO  
RECORD OF DISCIPLINARY ACTION**



Date .....

1 First or Final Warning (circle which one) issued to

.....

2 Has the employee been counselled YES/NO.

3 Summary of Misdemeanour

.....  
.....  
.....

4 Why disciplinary action is being taken against the employee.

.....  
.....  
.....

5 What is expected of him/her.

.....  
.....  
.....

6 Where and how has the employee failed to meet the required standard.

.....  
.....  
.....

7 What must the employee do to reach the required standard.

.....  
.....  
.....

8 What will be the consequences of failure to improve as required.

.....  
.....  
.....

Manager issuing warning .....

Employee receiving warning .....

Union Delegate .....

Union Organiser .....

Personnel Manager .....

**ANNEXURE B**



## A GONINAN & CO LIMITED

### RAILWAY PRODUCTS & HEAVY ENGINEERING OPERATIONS DISPUTES SETTling PROCEDURE

Railway Products Operation and Heavy Engineering Operations and members of the AMWU, AWU, CEPU and ASU agree to adhere to the following Disputes Settling Procedure as a means of resolving disputes:



#### GENERAL ISSUES

- STEP 1** Employee(s) with union delegate raise the issue with their immediate supervisor. If unresolved:
- STEP 2** Delegate takes the issue to the Shop Supervisor. If unresolved:
- STEP 3** Delegate takes the issue to the Production Manager. If unresolved:
- A maximum 24 hour period is given to have step 4 put in place.**
- STEP 4** Operational General Manager and Union Organiser to meet on site in an attempt to resolve the issue.
- STEP 5** Delegates and Officials to report back to members on the direction of the dispute.

#### NOTES

- 1 If the issue is unresolved after Step 3, the union may call a Shop Committee meeting for the purposes of communicating the issue.
- 2 If an individual union has not exhausted the Disputes Settling Procedure before calling for support from other unions on a particular issue the other unions will not take any action until the steps have been exhausted by the union concerned.
- 3 Where either party refers a dispute to the Commission the parties agree that the status quo which applied immediately before the notification of the dispute will apply.

## SAFETY ISSUES

Where a dispute in respect of a safety issue arises, the following procedure will be followed:

- 1 The job will cease immediately and the matter will be referred by the supervisor to either the Chairman, or if unavailable, the Vice Chairman of the Safety Committee who will, in conjunction with the respective unions involved in the issue, assess the position until a Special Safety Committee Meeting is convened to discuss the issue. The chairman's interim decision will be upheld until the Safety Committee's decision.
- 2 If still unresolved, the matter shall be referred to the WorkCover Authority, whose decision shall be final.
- 3 If the Authority's representative is not available on the day the matter is raised, the parties shall confer on an acceptable method of performing the work in question on a "without prejudice" basis.



## PAYMENT FOR MEETINGS

In the case of disputes or union business in which meetings are held by employees during work hours, no payment will be made for the time lost. Where, at such meetings representatives of the Company Management are present and party to the meeting, the payment will be made for the time of the meeting.

## EMPLOYEES IN TRAINING

If a dispute results in lost time through strike action, then those union members attending training courses are exempt from the strike action for the duration of the training period.

**ANNEXURE C**

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14 August 1992

## **A. GONINAN & CO LIMITED**

### **Retrenchment Policy**

#### **Voluntary Retrenchment**

- (i) The Company will ascertain the numbers of employees in each level of the classification structure required to optimise its ability to service its reduced market size.
- (ii) Once having established the numbers, the Company will call for expressions of interest from volunteers across the site to accept the Company's Retrenchment Package. The Company always reserves the right to choose those employees who will be released on the basis that it must maintain a competitive skills base. Unsuccessful volunteers will be counselled accordingly.



#### **Involuntary Retrenchment (where there are insufficient volunteers)**

- (i) Seniority is considered to be an important factor to be used in selecting those employees to be retrenched. However, given that the whole metal and engineering industry is moving towards a skills-based classification system, skills must also be a very important consideration. Therefore, in preselecting candidates for involuntary retrenchment up to the numbers required, the Company will nominate employees on the basis of skills and the union(s) involved will be consulted with respect to both skills and seniority factors before a final decision is made.
- (ii) The Company recognises that some employees will opt out of training and skill enhancement and will provide as much job security for those employees as is possible in the prevailing market conditions. This is on the basis that those employees agree to work flexibly up to their existing level of skill and competency.
- (iii) The Company agrees to consult with the relevant union where a definite decision has been made that retrenchments are unavoidable due to a downturn in workload.

**APPENDIX B - (COMPARISON TO AWARD)**

CLAUSE	DESCRIPTION	AGREEMENT	AWARD
1	Title	A Goninan & Co Limited Clerical Employees Enterprise Agreement 1997	Clerical & Administrative Employees (State) Award 1996
2	Arrangement		
3	Application	Applies to clerical employees of A Goninan & Co Limited - Broadmeadow operations	Applies to NSW clerical employees subject to exemptions listed
4	Parties Bound	i. A Goninan & Co Limited ii. Clerical employees at the Broadmeadow operations iii. Federated Clerks Union - NSW Branch	No equivalent provision
5	Date and Period	Until 15 October 1998	For a period of 12 months from 25 October 1996
6	Relationship to Parent	Read and Interpreted with Award	No equivalent provision
7	Objectives	Listed in Appendix A	No Equivalent provision
8	Wages	Listed in Appendix A	See attached comparison
9	Consultation	Consultative processes described	No equivalent provision
10	No extra claims	No extra claims for duration of agreement	No equivalent provisions
11	Not to be used as a precedent	Cannot be used as precedent	No equivalent provision
12	Continuous Improvement	Provides for continuous improvement	No equivalent provision





Federated Clerks Union of Australia  
(New South Wales Branch)

Paul

(signature)

DATED THIS

10

DAY OF

June

1997

A Goninan & Co Limited

James Powell

(signature)

DATED THIS

First

DAY OF

May

1997