

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/67

TITLE: A Gonninan & Co Clerical Employees Enterprise Agreement 1998

I.R.C. NO: 99/254

DATE APPROVED/COMMENCEMENT: Approved 3 February 1999 and commenced first full pay period to commence on or after 3 February 1999

TERM: 14 October 2000

**NEW AGREEMENT OR
VARIATION:** New

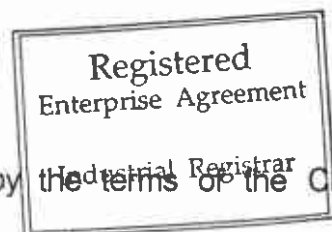
GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 26

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees who are bound by the terms of the Clerical and Administrative Employees (State) Award



PARTIES: A Goninan & Co Limited -&- Australian Services Union of N.S.W.

**A GONINAN & CO LIMITED
CLERICAL EMPLOYEES
ENTERPRISE AGREEMENT 1998**



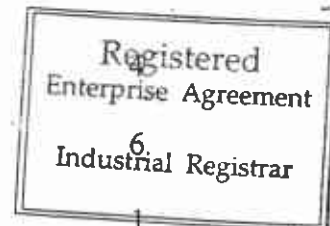
1. TITLE

This agreement shall be known as the A Goninan & Co Limited Clerical Employees Enterprise Agreement 1998.

2. ARRANGEMENT

The Agreement is arranged as follows

Subject Matter	Clause No.
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	
Relationship to Parent Award	
Title	
Wages	8



3. APPLICATION

This Agreement shall apply at A Goninan & Co Limited - Broadmeadow, Broadmeadow Road, Broadmeadow 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. All employees whether members of the organisations of employees listed in subclause (c) hereof or not, engaged in any of the occupations, industries or callings specified in the Clerical & Administrative Employees (State) Award 1996.
- c. Australian Services Union ~~(Federated Clerks Union NSW Branch)~~ *of NSW*

5. DATE AND PERIOD OF OPERATION

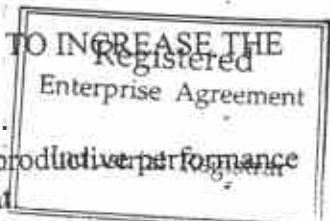
MJA
This agreement shall operate from the beginning of the first pay period to commence on or after ~~the date of Certification of this Agreement~~ and shall remain in force until the 14 October 2000. *3.2.99.*

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

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 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 unions 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 matter 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.



15 October 1998

A.GONINAN & CO.LIMITED

**CLERICAL EMPLOYEES BROADMEADOW ENTERPRISE
AGREEMENT
15 OCTOBER 1998 - 14 OCTOBER 2000**

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.
 - use a consultative approach to work processes and change which minimises disputation and disruption.
 - take responsibility for the whole work process and ~~reject an~~ ^{Register 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. OBJECTIVES OF THIS AGREEMENT (Cont'd.)

1.4 Ensure a period of stability through a two (2) 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.

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.

3. CONDITIONS OF AGREEMENT

3.1 Competency Standards Implementation

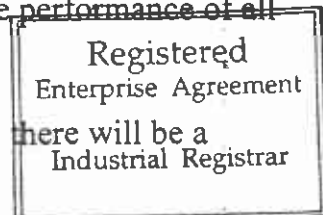
To implement new Job Models on the Broadmeadow site which will be developed for clerical employees.

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.

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



3.0 % increase for all classifications from the first full pay period on or after the date of certification of this Agreement.

1.5 % increase for all classifications from the first full pay period on or after 16 April 1999.

3.0 % increase for all classifications from the first full pay period on or after 16 October 1999.

1.0 % increase for all classifications from the first full pay period on or after 16 April 2000.

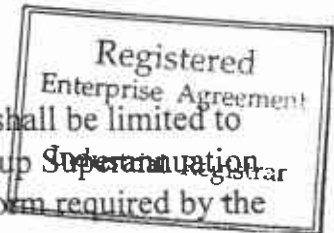
An additional 0.5% shall be available from the first full pay period on or after 16 April 2000, should the company win substantial contracts that will enable them to retain the work-force at the time, and be in a financial position to enable this payment to be made.

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

CLERICAL GRADE	RATE OF PAY FROM 1st FULL PAY PERIOD COMMENCING ON OR AFTER DATE OF CERTIFICATION OF THIS AGREEMENT
5	650.30
4	625.70
3	613.00
2	598.40
1	578.80

3.3 Superannuation

All permanent, part-time and casual employees shall be limited to apply for membership of the Howard Smith Group Superannuation Association. Application must be made in the form required by the Trustees and in line with the trust deeds.



The Company-funded benefit available from the Association is based on leaving service, a percentage of the employee's total employment period and the employee's salary close to the time of leaving service.

An employee may make personal voluntary contributions or Salary Sacrifice in wages if they choose. Salary Sacrifice shall be administered in line with Howard Smith guidelines. 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 and Mining & Industrial Services Operations Disputes Settling Procedure. A copy of this document is attached as Appendix C.

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 that 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 shall 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 **Appendix D**.

3.9 Uniform

- 3.9.1 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.

In the event that an employee's clothing is damaged, by nature of the work, beyond reasonable repair (as opposed to fair wear and tear) it will be replaced at no cost to the employee.

- 3.9.2 Where an employee is issued with work boots or shoes at the commencement of their employment, the employee shall reimburse the cost of such boots or shoes to the Company in the event of leaving employment within three (3) months of their commencement date with the Company.

- 3.9.3 Where an employee decides to purchase uniforms exceeding the value of the annual issue, the employee 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 Discipline Policy will be invoked. A copy of this Policy is attached as **Appendix B**.

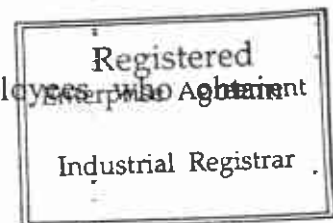
3.11 Military Service

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 calendar 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 General 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.
- 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.
- D) This leave does not apply to employees who obtain payment from the relevant Service.



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 the appropriate 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

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 affected.

It is further agreed, that employees who have worked to maintain continuity of work for export contracts, will lose the equivalent amount of time within the next two pay periods or as otherwise agreed.

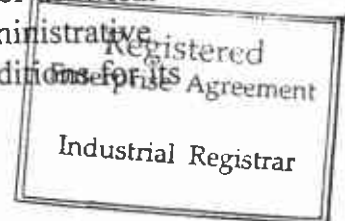
For the purposes of this clause "export contract work" is work which is for delivery to countries other than Australia.

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 and rounded to the nearest ten cents.

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 this payment will remain in force.



3.17 Equal Employment Opportunity

It is the policy of A Gonman & Co Limited to provide equal employment and placement opportunities to all people without regard to factors such as, but not limited to, sex, race, religion or age.

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.

3.18 Payroll Deductions for Employee Associations

Should an employee so elect, they may authorise in writing A.Goninan & Co.Limited to deduct and pay on behalf of the employee, from any remuneration payable to the employee, subscriptions payable to an industrial organisation as nominated by the employee. If at any time an employee gives A.Goninan & Co.Limited written notice of withdrawal of such an authority, A.Goninan & Co.Limited must give effect to the notification as soon as practicable. Should a deduction request be presented for an organisation which is not currently in use, then the Company shall have the right following proper consultation to refuse such deduction.



APPENDIX B

**Registered
Enterprise Agreement
Industrial Registrar**

15 October 1998

A GONINAN & COMPANY LIMITED

DISCIPLINE POLICY

1. Objectives of Discipline Policy

A clear and effective Discipline 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 recognising and addressing inappropriate behaviour.

2. Stages of Discipline

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

3. Stage 1 - To Counsel

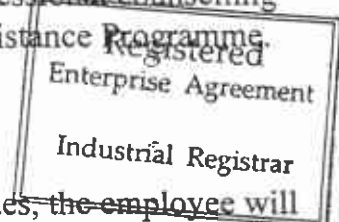
In this process, the supervisor attempts to establish if there are reasons behind the unacceptable work performance or behaviour. In order to ensure that this stage is effective, the supervisor must make a genuine attempt to understand the employee's behaviour. Having established the causes of the behaviour, the supervisor can ascertain whether or not the Company is able to assist the employee. The relevant Delegate if appropriate 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 they are experiencing some personal trauma, the supervisor will refer the employee to the Personnel Manager, or medical centre 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 the Company after having indicated clearly to the employee:

- (a) What is expected and required of the employee.
- (b) Where and how the employee has failed to meet the required standard
- (c) What the employee 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 the Personnel Manager or their representatives. The employee may elect to proceed with the warning without the Union Organiser present if they desire.

In the event that the employee is not a member of a trade union, then the employee must be given the right to have representation prior to issue of warning.

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 the Company. The employee is informed that if there is a repetition of the offending behaviour or poor performance, the employee will be subject to appropriate disciplinary action.

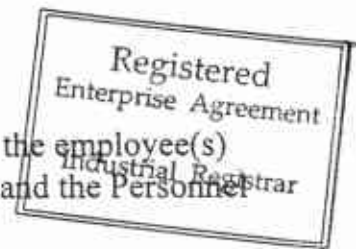
This final written warning is also to be given in the presence of the Union Organiser, Delegate and the Personnel Manager or their representatives. The employee may elect to proceed without the Union Organiser present if they desire, however due to the seriousness of this stage it is not recommended.

In the event the employee is not a member of a trade union, then the employee must be given the right to have representation prior to issue of warning.

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

6. Stage 4- Dismissal

At this stage, following proper evaluation and consultation the employee(s) shall be summarily dismissed in the presence of a Delegate and the Personnel Manager or their representatives.



Should the reason for termination be the result of the use, possession, sale or provision of an illegal substance then the appropriate authorities may be notified.

Fighting will not be tolerated.

Should an employee be intimidated, to the point where they feel it may lead to violence, they must immediately report the circumstances and the offending employee(s) to their supervisor. It is then the Supervisors duty to take the appropriate action. (There is no excuse for fighting, it is not worth your job.)

Theft of Company property and/or personal property may also result in the appropriate authorities being notified.

7. Repetition of Misdemeanours After Lapse of Warnings

In the case of an employee whose first warning (Stage 2) has lapsed, where there is a repetition of the same misdemeanour(s) within a period of **four months**, the employee will be placed on a First Warning (Stage 2).

In the case of an employee whose final warning (Stage 3) has lapsed, where there is a repetition of the same misdemeanour(s) within a period of **six months**, the employee will be placed on a Final Warning (Stage 3).

8. Avoidance of Disputes

In the event that there is a disagreement between the parties on whether further disciplinary action is required, the matter will be subject to further discussions between the parties.

Except in the case of Summary Dismissal (**Category 3 & 4**), where the parties cannot reach agreement, the matter will be arbitrated by the Australian Industrial Relations Commission with both parties withholding any action until a decision is made. Both parties will abide by any decision.

9. 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 assistance.

CATEGORY 1

Absenteeism

Driving Offences on Company property

Failure to report absences

Failure of employee to satisfactorily cover their absence from work

Inefficiency and/or poor performance

Leaving workplace without permission

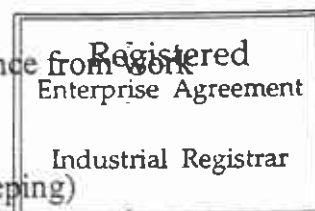
Minor breach of safety regulations (ie. poor housekeeping)

Poor timekeeping

Repeated breaches of the drug and alcohol policy

Appropriate Discipline

Work through stages of discipline



CATEGORY 2

Breach of safety regulations

Negligence

Malingering

Breach of drug & alcohol policy at or over .05mg/100ml but less than .15mg/100ml BAC (Repeat offences)

Appropriate Discipline

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

CATEGORY 3

Possessing alcohol on Company property

Breach of drug & alcohol policy at or over .15mg/100ml BAC (Repeat offences)

Deliberately damaging Company and/or personal property

Tampering with clock cards

Tampering with Bundy clocks

Falsifying timesheets

Falsifying Medical certificates

Falsifying Statutory Declarations

Mistreating or abusing a workmate or supervisor

Clocking-on or clocking-off offences

Harassment

Vilification

Clocking on prior to changing, parking, visiting canteen etc.

Fighting

Appropriate Discipline

May be necessary to summarily dismiss employee(s) in the presence of a Union Delegate and the Personnel Manager or their representatives. Where mitigating circumstances exist, it may be appropriate to give a Final Warning (Stage 3) or to terminate the employee's contract of employment with due notice.

CATEGORY 4

Selling or providing illegal substances on Company property

Possession of an illegal substance on Company property

Using illegal substances on Company property

Working under the influence of an illegal substance

Fighting

Theft

Consuming alcohol on Company property

Registered
Enterprise Agreement
Industrial Registrar

Appropriate Discipline

Summary Dismissal

Registered
Enterprise Agreement
Industrial Registrar

15 October 1998

**A.GONINAN & CO.LIMITED
NEWCASTLE OPERATIONS**

SUPERVISOR'S COUNSELLING SHEET

EMPLOYEE: _____ DATE: ____/____/____

SUPERVISOR: _____ EMPLOYEE No: _____

OPERATION: _____ TIME: _____

SITE: _____

1. Has the employee been provided with right of representation YES/NO.
2. Was right of representation exercised YES/NO.
3. Why is the employee being counselled?

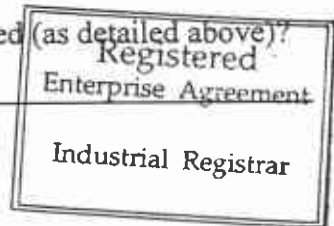
4. Does the employee offer any reason or excuse?

5. Has the employee been offered assistance through the Employee Assistance Programme?

6. What is required of the employee in future?

7. What will happen if the employee fails to meet the standard required (as detailed above)?

8. a) Advised Union delegate of counselling YES/NO.
8. b) Advised Training Officer (Apprentices/Cadets) YES/NO.



Employee Receiving Counselling (Signature) _____

Supervisor Issuing Warning (Signature) _____

Union Delegate Advised (Signature if appropriate) _____

15 October 1998

FORM RPO.227
FORM HEO.160

**A GONINAN & CO. LIMITED
NEWCASTLE OPERATIONS**

EMPLOYEE: _____

DATE: ___/___/___

SUPERVISOR: _____

EMPLOYEE No: _____

OPERATION: _____

TIME: _____

SITE: _____

1. First or Final Warning (circle applicable warning level)
2. Has the employee been counselled YES/NO.
3. Has the employee been provided with right of representation YES/NO.
4. Was right of representation exercised YES/NO.
5. Is the employee aware of the Employee Assistance Programme YES/NO.
6. Summary of Misdemeanour.

7. Why disciplinary action is being taken against the employee.

8 Does the employee offer any reason or excuse.



9. What is expected of employee.

10. Where and how has the employee failed to meet the required standards.

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

Manager issuing warning	(Signature)	_____
Employee receiving warning	(Signature)	_____
Union Delegate	(Signature)	_____
Union Organiser	(Signature)	_____
Personnel Manager	(Signature)	_____

The employee has advised that he/she does not require the attendance of the Union Organiser at the Disciplinary hearing.

Employee _____

Date _____



APPENDIX C

Registered
Enterprise Agreement
Industrial Registrar

15 October 1998

A GONINAN & CO LIMITED**RAILWAY PRODUCTS AND MINING & INDUSTRIAL SERVICES
OPERATIONS DISPUTES SETTLING PROCEDURE**

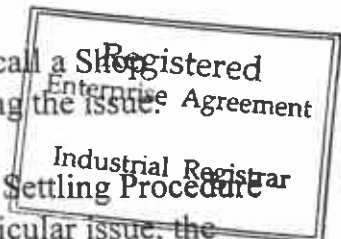
Railway Products Operation, Mining & Industrial Services and members of the ASU agree to adhere to the following disputes settling procedure as a means of resolving disputes:

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 immediate Superintendent. 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.
- STEP 6** If industrial action and/or bans and limitations are to be initiated, then the Production Manager must be consulted to establish if there is export contract work that requires exemption prior to any employee leaving the site or bans and/or limitations are imposed.

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.



NOTES (Cont.)

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, then payment will be made for the time of the meeting that Management were present.

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.



APPENDIX D

**Registered
Enterprise Agreement
Industrial Registrar**

15 October 1998

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 required by the Company to be exercised on the job, and seniority. 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 decision has been made that retrenchments are unavoidable due to a downturn in workload.



MSH
The Australian Services Union *of NSW* *Impact*
(Federated Clerks Union NSW Branch)

DATED THIS *Twenty First* DAY OF *January* 19 *99*

A.Goninan & Co.Limited

Alison

DATED THIS *17TH* DAY OF *DECEMBER* 19 *98*

