

WITHOUT PREJUDICE

Draft No further claims clause.

- (1) This Agreement is in full and final settlement of all parties' claims for the period of its nominal term. It is a term of this Agreement that no party will pursue any extra claims relating to wages or conditions of employment, whether dealt with in this Agreement or not, which claims are intended to take effect during the nominal term of this Agreement.**
- (2) (a) Notwithstanding clause (1) the parties acknowledge that a range of issues are contained in policies promulgated by the Employer, and the Employer retains the right under this Agreement to change any such policy as required from time to time, but not so as to remove or reduce any express term or condition of employment contained in this Agreement in a way that is detrimental to Employees.**

(b) In the event that any changes to a policy as outlined in clause (2)(a) are decided upon, the Employer will advise Employees and their representatives of the changes prior to promulgating or implementing the change, whichever is the first in time.
- (3) Any dispute as to whether a change in policy is in compliance with sub-paragraph (2)(a) shall be dealt with by the Dispute Settlement procedures in this Agreement, save and except that it is expressly agreed that any disputed change to policy may be implemented by the Employer pending the determination of such dispute, but must be subsequently dealt with in accordance with any such dispute determination.**