

ENTERPRISE AGREEMENT

NO: E.A. 43 /1994

DATE REGISTERED: 16-2-94

PRICE: \$ 10 -

ENTERPRISE AGREEMENT made the 3rd day of November 1993

BETWEEN

- (1) AUSTRALIAN IRON AND STEEL PTY LIMITED (the Company);
- (2) THE FEDERATED IRONWORKERS' ASSOCIATION OF AUSTRALIA,
NEW SOUTH WALES DIVISION (the FIA).

1. TITLE

This enterprise agreement shall be known as the Shipping Department Employees (Australian Iron & Steel Pty Limited - Port Kembla) Enterprise Agreement No. 2.

2. VARIATION

- (a) This enterprise agreement varies the enterprise agreement entitled Shipping Department Employees (Australian Iron & Steel Pty Ltd - Port Kembla) Enterprise Agreement which was registered on 6 April 1993 (EA53/1993) (the first enterprise agreement).
- (b) The variation effected by this enterprise agreement increases the rates of pay set out in clause 9, Wage and Shift Penalty Rates of the first enterprise agreement. Other than for the variation effected by this enterprise agreement, the terms and conditions of employment shall continue to be those set out in the first enterprise agreement.

3. BACKGROUND TO VARIATION

- (a) In the negotiations leading up to the registration of the first enterprise agreement, it was agreed that the rates of pay set out in that agreement would be increased on condition that efficiency measures designed to effect real gains in productivity had been implemented.

(b) The parties have implemented efficiency measures designed to effect real gains in productivity. The efficiency measures concern the training necessary to be undertaken in order that employees progress through the classification structure established in the first enterprise agreement. The efficiency measures that have been implemented include (but are not limited to):

- the establishment of a training committee (with a representative from each crew);
- the conduct of skills audits and challenge testing;
- the establishment of competency standards;
- the conduct of on the job training;
- the establishment of certification and assessment procedures.

(c) Accordingly, the parties have agreed to enter into this enterprise agreement which increases the rates of pay set out in the first enterprise agreement.

4. **WAGES**

Delete paragraph (a) of clause 9, Wage and Shift Penalty Rates of the first enterprise agreement and insert in lieu thereof the following:

- (a) The ordinary weekly and hourly wage rates for each classification shall be as follows:

Product Berths	Ordinary Wage Rate per Week	Ordinary Wage Rate per Hour
	\$	\$
New Entrant	473.40	12.4571
Product Stevedoring Operator Grade 1	560.20	14.7429
Product Stevedoring Operator Grade 2	605.80	15.9429
Product Stevedoring Operator Grade 3	624.30	16.4286
Luffing Crane Driver (Restructured)	583.00	15.3429

Bulk Berths	Ordinary Wage Rate per Week	Ordinary Wage Rate per Hour
	\$	\$
New Entrant	473.40	12.4571
Bulk Stevedoring Operator Grade 1	560.20	14.7429
Bulk Stevedoring Operator Grade 2	605.80	15.9429
Bulk Stevedoring Operator Grade 3	624.30	16.4286
Wharf Labourer (Restructured)	520.10	13.6857
Ore Unloader Driver (Restructured)	583.00	15.3429

5. PARTIES, ENTERPRISE AND TRADES OR OCCUPATIONS

The parties to this enterprise agreement, the enterprise for which it is made and the trades or occupations to which it relates are identified in clauses 5, 6 and 7 respectively of the first enterprise agreement.

6. GRIEVANCE AND DISPUTE PROCEDURES

The procedures for avoiding, or settling grievances or disputes if they should arise, shall be those contained in the Iron and Steel Works Employees (Australian Iron & Steel Pty Limited - Port Kembla) Award.

7. AGREEMENT NOT ENTERED INTO UNDER DURESS

This enterprise agreement has not been entered into under duress by any party to it.

8. AREA, INCIDENCE AND DURATION

- (a) This enterprise agreement shall apply to employees as defined in clause 8 of the first enterprise agreement employed by the Company at the Shipping Department of the Company's Port Kembla Steelworks.
- (b) This enterprise agreement shall take effect from the beginning of the first pay period to commence on or after [1 JULY 1992] and shall remain in force for the residue of the nominal term of the first enterprise agreement (namely, until 6 April 1994).

SIGNED for and on behalf of)
AUSTRALIAN IRON & STEEL PTY)
LIMITED in the presence of:)

B. McGowan

.....
Name printed
B. M^cGOWAN.

C. Moroney
.....
Witness
Name Printed:
C. MORONEY

SIGNED for and on behalf of THE)
FEDERATED IRONWORKERS')
ASSOCIATION OF AUSTRALIA,)
NEW SOUTH WALES DIVISION in)
the presence of:)

A Gillespie.....
Name printed

ANDREW GILLESPIE

David R. Quinn
.....

Witness
Name Printed:
DAVID R. QUINN.