

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA02/303

TITLE: Port Kembla Port Corporation 2001 Extension Enterprise Agreement

I.R.C. NO: IRC 01/3834

DATE APPROVED/COMMENCEMENT: 19 July 2001/1 July 2001

TERM: 31 December 2001

NEW AGREEMENT OR VARIATION: Replaces EA99/15

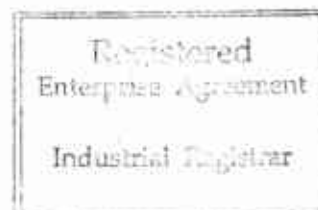
GAZETTAL REFERENCE: 18 October 2002

DATE TERMINATED:

NUMBER OF PAGES: 6

COVERAGE/DESCRIPTION OF EMPLOYEES: Applies to all employees engaged by the Port Kembla Port Corporation under the Ports Corporatisation and Waterways Management Act 1995 with the exception of the Chief Executive Officer and employees occupying positions above Maritime Officer Level 9, Branch Managers and employees covered by the Port Kembla Port Corporation Assistant Harbour Master/Marine Pilots Enterprise Agreement 2000

PARTIES: Port Kembla Port Corporation -&- the Australian Maritime Officers' Union of New South Wales, The Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch), The Seamens' Union of Australia, New South Wales Branch





**PORT KEMBLA
PORT CORPORATION**

**PORT KEMBLA PORT
CORPORATION
2001
EXTENSION ENTERPRISE
AGREEMENT**

Registered
Enterprise Agreement
Industrial Relations

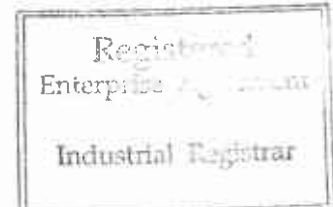
1. This agreement shall be known as the Port Kembla Port Corporation 2001 Extension Enterprise Agreement.
2. The terms of this Agreement shall apply to all employees engaged by the Port Kembla Port Corporation under the Ports Corporatisation and Waterways Management Act, 1995, with the exception of the Chief Executive Officer and employees occupying positions above Maritime Officer Level 9, Branch Managers and employees covered by the Port Kembla Port Corporation Assistant Harbour Master /Marine Pilots Enterprise Agreement 2000.

3. PARTIES BOUND

The Parties bound by this Agreement are:

- Port Kembla Port Corporation and its employees,
- Australian Maritime Officers Union of New South Wales,
- Association of Professional Engineers, Scientists and Managers, Australia (NSW Branch),
- Seaman's Union of Australia (NSW Branch),

who are referred to throughout this Agreement as 'Parties'.



4. OTHER AWARDS AND AGREEMENTS

The Parties agree that: -

- the New South Wales Port Corporations Award 1999 shall continue to apply to employees of the Port Kembla Port Corporation; and
- that all matters contained in the 'Port Kembla Port Corporation 1998-2001 Enterprise Agreement' (IRC98/6395) shall continue to apply unless they are replaced by provisions of this Agreement.

5. TERM OF AGREEMENT

This Agreement shall take effect from 1 July 2001 AND shall remain in force until 31 December 2001.

The Parties will commence negotiations on a new Agreement no later than three months (1 October 2001) prior to the termination date of this Agreement.

Handwritten initials in the bottom right corner of the page, appearing to be 'KA'.

6. OBJECTIVES OF THIS AGREEMENT

6.1 The Parties have agreed that this Agreement is an extension to the current Enterprise Agreement and shall operate for six months.

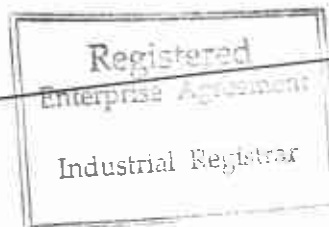
6.2 Within the six months term of this Agreement the Parties have agreed to finalise and reach agreement on all matters in connection with the introduction of a Port Kembla Vessel Traffic Information Centre, to negotiate and finalise a Port Kembla Port Corporation Port Operations Re-Structuring Agreement 2001, and to negotiate and finalise a Port Kembla Port Corporation Enterprise Agreement 2002.

6.3 The Port Kembla Port Corporation has announced that:-

- it intends to close the Port Kembla Pilot Station and Port Kembla Signal Station and commence operation of a Port Kembla Vessel Traffic Information Centre (PKVTIC) from the Operations Building.
- it intends to put proposals for the re-structuring of Port Officer function and positions.
- delegate many of the Harbourmaster Port Operations Management functions to the Port Kembla Assistant Harbourmaster/Marine Pilots.
- re-structure the Port Kembla Pilotage Service as a result of the introduction of the Port Kembla Vessel Traffic Information Centre.
- That the implementation of VTS and consequent Marine Branch restructure is designed to improve the efficient operations of the business. Within this process PKPC will conscientiously strive to retain duties, suitable staff and the skills necessary to undertake core activities.
- Staff displaced who choose to remain in the employ of the organization will be granted salary maintenance in accordance with the provisions of the current Enterprise Agreement which reflects NSW Government Guidelines.
- Current staff who apply for and are appointed to new positions at a reduced salary shall have their salary frozen such that all increases in aggregate wages will be absorbed until the rate of the Substantive Position is reached.

6.4 The Australian Maritime Officers Union and the Seamen's Union have put to the Port Kembla Port Corporation;

- that both Unions support maximising existing members in meaningful Port Kembla Port Corporation jobs.
- both Unions recognise the introduction of VTS/AIS and the implications for the Port of Port Kembla.
- the Seamen's Union and Australian Maritime Officers Union are committed to the Job Security/Voluntary Redundancy Principles in the current Enterprise Agreement (1998-2001).
- propose an Agreement between the Parties to be known as the Port Kembla Port Corporation Port Operations Re-structuring Agreement 2001 and have put forward to the Port Kembla Port Corporation matters the Unions wish to finalise in the Agreement.



AA

- no contracting out of Seamen's Union work especially the Crewman's position and that this matter be dealt with first.
- full salary maintenance for Port Kembla Port Corporation staff that are appointed to new positions or are displaced.

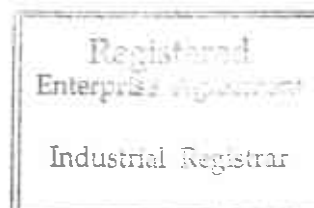
The Parties, having put their respective positions in Clauses 6.3 and 6.4, have now negotiated the issues and achieved agreement. Letters have been exchanged to this effect and this document has been drafted on this understanding.

7.0 REMUNERATION

- 7.1 There shall be a 4% increase in the remuneration structure and rates of pay effective from the first pay period on or after 1 July 2001.
- 7.2 The Parties agree that the next increase in rates of pay shall apply in the next Agreement from 1 July 2002.
- 7.3 The current Shift Allowance shall be increased by 4% and also apply from the first pay period on or after 1 July 2001.
- 7.4 All other allowances shall remain unaltered for the six months period of this Agreement and shall be reviewed in the next Agreement.
- 7.5 The remuneration structure and rates of pay shall be as is contained in Appendix A to this Agreement.

8.0 PERFORMANCE PAYMENT

- 8.1 Clause 10 – Productivity (including Appendix 1) contained in the Port Kembla Port Corporation 1998-2001 Enterprise Agreement shall continue to apply.
- 8.2 The Parties have agreed that the Performance Payment to each Port Kembla Port Corporation staff member, covered by this Agreement, for the year 2001, shall be \$1000.00 gross payable in the December pay period immediately occurring before Christmas 2001 providing the implementation of the VTIC and consequent Marine Branch restructure will be substantially developed by 19 August 2001.
- 8.3 The words "substantially developed" In Clause 8.2 mean and include, at least, the finalisation of the structure, job descriptions and job evaluations and imply that all other matters to do with the restructure of the Marine Branch will be attended to in the most expeditious way thereafter.



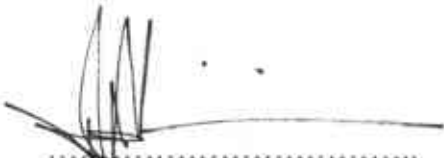
9.0 SIGNATORIES

Dated this 13/7/01 day of June 2001.


.....
For and on behalf of
Port Kembla Port Corporation

Michael Fleming 17.07.01
.....
For and on behalf of
Australian Maritime Officers Union of New South Wales

Andrew Yang 13-7-01
.....
For and on behalf of
Seaman's Union of Australia
(NSW Branch)


.....
For and on behalf of
Association of Professional Engineers, Scientists and Managers, Australia
(NSW Branch)



REMUNERATION STRUCTURE

Maritime Officer Level	A	D
Level 1	28,451	31,131
Level 2	36,144	37,851
Level 3	40,697	42,617
Level 4	45,818	47,979
Level 5	51,576	54,010
Level 6	58,065	60,799
Level 7	65,358	68,435
Level 8	73,562	77,023
Level 9	82,793	85,958

SHIFT ALLOWANCE

Shift Allowance, Weekend Penalties and Other Allowances Not Included in Annualised Salaries	
SHIFT ALLOWANCE	\$
Integrated Marine Officer Port Control / Port Services	16,664
Integrated Marine Officer Shift Supervisor, Master Engineer	19,124

