



PRIME MINISTER

FOR MEDIA

2 MAY 1991

Last Friday, I released a statement outlining the basis for a resolution of the impasse reached between unions and employers on waterfront industry reforms.

Since then, at my direction, there have been intensive negotiations by the Minister for Shipping and Aviation Support, Senator Collins, with unions and employers.

As a result, the parties have accepted the Government proposal that this matter should be finalised by:

- (1) the employers and the unions implementing an agreement effective from 16 May 1991 through the life of the In-Principle Agreement (IPA); the agreement to be closed except for any general community wage adjustments, and productivity-based arrangements mutually agreed in accordance with enterprise agreements under the IPA. The parties, as indicated below, will jointly seek endorsement of this agreement by the Australian Industrial Relations Commission (AIRC)
- (2) As to rates of pay, there shall be the following adjustments:
 - (a) the first adjustment to be \$12 per week from the first pay period on or after 16 May
 - (b) an aggregate 6.12% adjustment in three equal instalments consistent with the agreed classification structure
 - (i) the first instalment will be available from 1 July 1991, on an enterprise by enterprise basis, and be paid only when Enterprise Based Agreements (EBA) approved by the Waterfront Industry Reform Authority (WIRA) are in place and employees have been reclassified under the new structure
 - (ii) the second and third instalments will be available from 1 January 1992, and 1 July 1992, provided the EBA is being successfully implemented and delivering productivity improvements consistent with that agreement.

Employees accepting the WIRA early retirement/redundancy package are not eligible for reclassification as they will leave the industry once the enterprise agreement has been implemented.

It is agreed that the "no extra claims" concerns have been met in the terms of this agreement.

The employers and the unions have agreed on the changes in the rates of pay and the conditions of this agreement attaching to these changes.

Representatives of the Unions have undertaken to submit this agreement to their members.

Representatives of the Association of the Employers of Waterside Labour have undertaken to recommend to their National Council the acceptance of this agreement. Conaust has also indicated its support for the agreement.

It is agreed that the parties jointly approach the IRC, before which this matter is currently being considered by Commissioner Sweeney and to whom a Report Back is due to be made next Monday.

It is agreed that the parties will report progress and, in the event of the agreement between them being ratified, the parties will jointly approach Commissioner Sweeney to endorse it.

The parties agree to make this approach to Commissioner Sweeney on the basis of determining a part-heard matter under the processes of the binding IPA according to the principles of the 1988-89 National Wage Case decisions.

The parties agreed:

- . to negotiate a separate award for Container Depots and Security Officers
- . to negotiate a clause on day work provisions and on overtime and double header provisions, including uniform Sunday and public holiday rates
- . that the above and other award conditions be negotiated between the parties and finalised with the assistance of the Commission, including through arbitration if necessary
- . that a suitable timetable be agreed between the parties and Commissioner Sweeney to give effect to this clause.

All other negotiations covering matters other than wages and conditions within the IPA should continue under the auspices of the WIRA.

The employers agree that under this agreement the valuation of classifications will involve no reduction of pay for any classification. The parties agree that on this basis they will enter negotiations to seek agreement on the classification pay relativities. In the absence of agreement out of such negotiations, it is agreed that the matter will be arbitrated by the IRC on the basis of no reduction in pay for any classification. The parties reserve their rights at the expiry of this agreement to argue without prejudice whatever pay rates relativities they consider appropriate.