

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA01/136

**TITLE: BHP Steel (AI&S) Pty Ltd Port Kembla Product Berths Enterprise
Development Agreement 2000**

I.R.C. NO: 2001/389

DATE APPROVED/COMMENCEMENT: 21 February 2001

TERM: 16 months

**NEW AGREEMENT OR
VARIATION: New. Replaces EA97/207**

GAZETTAL REFERENCE: 18 May 2001

DATE TERMINATED:

NUMBER OF PAGES: 32

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to all employees engaged at the Product Berth at Port Kembla working within the scope of the BHP Steel (AIS) Pty Ltd - Port Kembla Steelworks employees award 2000

PARTIES: BHP (AIS) Pty Limited -&- The Australian Workers' Union, New South Wales



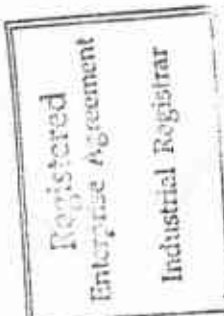
**PORT KEMBLA
PRODUCT BERTHS
ENTERPRISE DEVELOPMENT
AGREEMENT 2000**

**BHP Steel (AI&S) Pty Ltd
(Port Kembla)
&
Australian Workers Union**

Registered
Enterprise Agreement
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1. TITLE

This agreement shall be known as the "BHP Steel (AI&S) Pty Ltd Port Kembla Product Berths Enterprise Development Agreement 2000".

2. PARTIES TO THE AGREEMENT

This agreement is between BHP Steel (AI&S) Pty Ltd (the "Company") and the Australian Workers Union (the "union"), New South Wales.

3. APPLICATION

This agreement shall apply to persons working within the scope of BHP Steel (AI&S) Pty Ltd Port Kembla Steelworks Employees Award 2000 (the "Steelworks Award") at the Company's product berth at Port Kembla.

This agreement shall be read in conjunction with the Steelworks Award. However, the terms of this agreement will apply in lieu of the terms of the Steelworks Award in relation to any matter contained within this agreement.

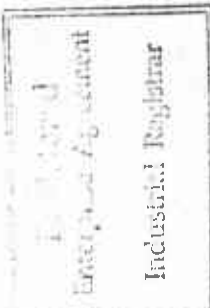
The rates in this agreement shall be in lieu of any monetary entitlement under the following clauses of the Steelworks Award:

Clause 6	Rates of Pay
Clause 15	Shift Work Allowances for Shift Workers
Clause 16	Saturday Rates for Shift Workers
Clause 18	Sunday and Public Holiday Rates
Clause 19	Night Work for Day Workers and Day Shift Workers
Clause 22	Overtime (other than paragraphs 22.3.2 Minimum Payment and 22.3.6 Spoilt Meal)
Clause 23	Public Holidays
Clause C	Mixed Functions in Part D – Appendix – Unrestructured Classifications

This agreement replaces the former Enterprise Agreement (EA97/207) registered on 18 November 1997.

4. PURPOSE OF THIS AGREEMENT

The purpose of this agreement is to represent the values, goals, principles and conditions which have been jointly developed by the parties and which will provide the framework for a new team work system at the Product Berths.



This agreement specifically sets out principles for people working together in teams. This involves teams and team members having a say in the decisions that affect them and progressively assuming greater levels of accountability and responsibility in their place of work. This will facilitate the creation of a work environment in which everyone will contribute to making the Product Berths a world class operation.

The intention is for this Agreement is to set out principles and not to be prescriptive.

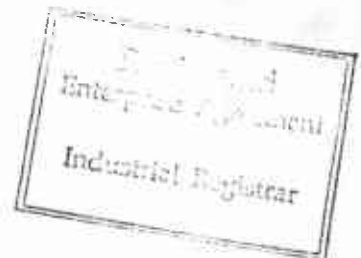
5. DIRECTION

The new team system of work has been developed to support the business directions of the Product Berths Section. This agreement is designed to allow achievement of the following principles that have come from the work between the parties:

- Create a safe environment where we can talk openly and honestly with each other.
- We work through issues together.
- We say whatever needs to be said and take it at face value without being concerned about how it will be said.
- We discuss issues in a non confrontational manner/arena.
- We create a response system that is rapid and timely.
- We truly call issues for what they are. If they are safety issues they get handled straight away.
- We recognise and value the contributions of one another.
- We are willing to look at all strategies in the interests of the operation.
- We support each other when we make decisions. We will speak with a common voice.
- We have freedom to put things on the table and take them off at a later time when someone changes their mind.
- When we discuss issues people will be well informed in relation to discussions regarding decisions.

Intentions

- To improve the business through 4 main areas:
 - Safety is best in the world
 - Top 30% in industry for productivity and costs
 - Operate with a new way of being together
 - Well paid with job security
- Operate with a common identity - one team working together and owning the whole business.
- To create a system where people have the initiative and enthusiasm to solve (fix) issues rapidly.
- Create an environment where people have a sense of belonging and purpose.
- Stand together as one voice when we take a position.



Values

The direction set for the Product Berths is deliberately challenging. To achieve it will require changes to the behaviours and attitudes of all who work there. To ensure that there is consistency of action in all situations by all parties. A set of fundamental values has been agreed to after participation of all employees. By following these values in all circumstances high levels of trust, cooperation and support will be established:

The values of the Product Berths are:

SAFETY

JOB SATISFACTION

ONE UNITED VOICE

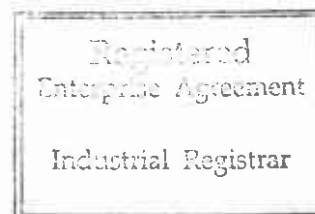
JOB SECURITY

SUCCESSFUL BUSINESS

HONESTY & TRUST

COSTS

QUALITY OF LIFE



6. BENCHMARKING & CONTINUOUS IMPROVEMENT

The Product Berths focus in Port Kembla is on duties associated with the stacking of cargo, the mooring & un-mooring of ships, crane driving, warehousing, wharf recording and all other duties with the movement of BHP Steel's cargo. The future of the section, and the Product Berths employees, is inextricably linked to the ongoing capacity of BHP Steel to export steel cargoes to competitive international markets. The role of the Product Berths in Port Kembla is to provide a safe, quality, efficient, reliable, cost effective and highly productive service to enhance our ability to compete and secure market share in competitive international markets.

In order to assess the Port Kembla enterprise's performance a series of Key Performance Indicators (KPI's) will be developed and measured by the "Workplace Review Committee" and agreed to by the parties. To make the measured KPI's meaningful in terms of assessing the Company's competitive position, a benchmark level of comparative international best practice will be identified for each KPI.

As part of the commitment to achieving best practice the employees, the Company and the Union understand and agree that a process of continuous improvement will be implemented. This can be achieved by:

- Understanding the inefficiencies and limitations of the product berth operations which prohibit the achievement of the agreed safety, quality, cost and productivity levels and the benchmarked international best practice level;
- Identify, agree and implement a process and strategies for the elimination of the factors which impinge on the product berth operations achieving the points identified above; and
- Implementation of identified and agreed between the parties processes and strategies.

7. THE WORK TEAM

The key approach to implementing the values on the Product Berths is the change in focus from individual work system issues to a situation where groups work as teams.

Teams will have a say in the decisions which affect them, providing teams accept the responsibility and accountability associated with the outcomes of those decisions.

The Product Berths will move away from a directive to a participative work environment. The rate of this change will be dependent on skills acquisition and sharing of responsibility and accountability.

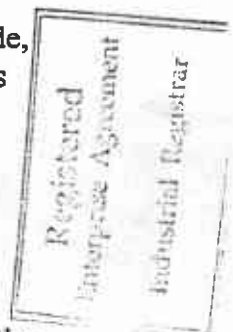
It is essential for two aspects of teamwork to exist in the Product Berths. Firstly, within the natural work teams which work on tasks to achieve a common outcome. Secondly, between work teams to ensure that together, individual work teams support and co-operate as high performing teams to achieve the overall mission and goals.

8. DUTIES

The duties of Product Berths employees in the following classifications shall include, but not be limited to, the duties outlined below. New entrants to the Product Berths must reach the levels of competence described in Product Berth Operator - Four Functions.

8.1. New Entrant

This is a probationary and training position. During the first three months, the New Entrant will be required to obtain all training requirements and certificates applicable to the Product Berth Operator - Wharf Recording Function.



After three months, this person will be classified as a Product Berth Operator - Wharf Recording Function. The New Entrant to the Product Berths has a total of six months to gain all certificates and requirements applicable to the Product Berth Operator - Wharf Recording Function position from the date of their commencement at the Product Berths.

A New Entrant will be required to train and perform a wide range of general duties including assisting the team facilitator. These duties may include cleaning, brush hand painting, garden maintenance and other duties related to the general upkeep of berth, buildings and grounds.

Employees will be required to carry out these functions in a manner which meets their obligations under safety and environmental laws.

If a New Entrant fails to successfully complete the training required within the six month period, then the parties shall consider any extenuating circumstances which may have existed to prevent this person from completing the training within that specified period. If there are no extenuating circumstances, then the parties shall have further discussions with a view to that employee transferring either back to their original department or to an alternate department in the Steelworks.

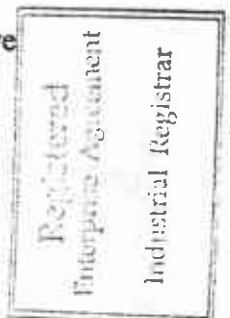
An employee must be prepared to use any of the skills required for the above position as required.

8.2. Product Berth Operator - Wharf Recording Function

A Product Berth Operator - Wharf Recording Function is capable and available to perform all the duties associated with wharf recording together with, but not limited to, duties associated with the stacking of cargo, the mooring and un-mooring of ships and all other Product Berths duties with the exception of crane driving, warehouse operations and team facilitating skills. Employees in this position may be required to assist the Team Facilitator in performing their duties.

Employees will be required to carry out these functions in a manner which meets their obligations under safety and environmental laws. At the successful completion of six months appointment to this position and successful accreditation, a new entrant shall be classified as a Product Berth Operator accredited in the wharf recording skill.

An employee must be prepared to use any of the skills required for the above positions as required.



8.3. Product Berth Operator - Recording, Warehouse, RoRo Functions

A Product Berth Operator - Recording, Warehouse, RoRo functions is capable and available to perform all duties with gantry crane driving, warehouse operations as well as those skills learnt as New Entrant and Product Berth Operator - Wharf Recording Function including assisting the Team Facilitator as required.

Employees will be required to carry out these functions in a manner which meets their obligations under safety and environmental laws.

An employee must be prepared to use any of the skills required for the above positions as required.

8.4. Product Berth Operator - Luffing, Warehouse, RoRo Functions

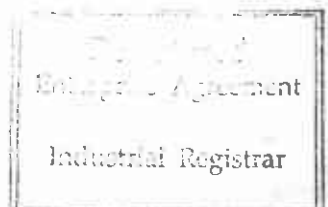
A Product Berth Operator - Luffing, Warehouse, RoRo Functions is capable and available to perform all duties with luffing crane driving, gantry crane driving and warehouse operations as well as those skills learnt as a New Entrant. Employees in this position may be required to assist the Team Facilitator in performing their duties. Employees will be required to carry out these functions in a manner which meets their obligations under safety and environmental laws.

An employee must be prepared to use any of the skills required for the above positions as required.

8.5. Product Berth Operator - Four Functions

A Product Berth Operator accredited in the four functions will be capable and available to perform all Product Berths duties including peripheral supervisory tasks. In addition, the Product Berth Operator - Four Functions shall, by discussion with the team facilitator, assist in the planning and co-ordinating of the work to be performed during the shift. Employees at this level may be required to undertake training in order to perform the role of responsible person for OH&S activities.

Employees will be required to carry out these functions in a manner which meets their obligations under safety and environmental laws.



8.6. Team Facilitator

Up to two members of each team will undertake the team facilitator's role on each shift. Facilitators will be responsible for the smooth running of the shift and will foster team work within the crew. Some of the duties the facilitator will undertake include, but are not limited to:

- organising the incoming crew and ensuring adequate resources are available for all planned jobs in the next shift including assigning general duties
- administer VERA system and all leave requests including use of on line timekeeping system in conjunction with principal operations coordinator
- responsible for OH&S on the crew including the organising the team to perform safety audits.
- solving problems that occur during the shift with the assistance of the team
- liaising with maintenance on repairs to be performed
- administration and amendment of SOPs
- other duties to ensure the smooth running of the shift including completing a shift report.

The facilitator will not make a decision about disciplining another team member but, as appropriate, will bring to the principal operations coordinator's attention any difficulties experienced with a member of the team and may recommend appropriate disciplinary action.

Achievement of this position will be subject to the employee satisfying the following minimum criteria:

- capable of and competent in performing all functions on the Products Berth without restriction.
- potential to train and to acquire the skills for the position.
- appropriate literacy and numeracy standards or the ability to progress to this standard.

Team members may rotate through this position. In these instances, a team member will only be paid the allowance when actually designated as the team facilitator. The Team Facilitator allowance is contained within Appendix 1 Annualised Salary.

8.7. Classification Structure Prior to 1992

Employees employed at the Product Berths prior to the implementation of the restructured classification in 1992 and who, as a result of this restructuring, declined involvement in the new classification structure may be employed in the following position.



8.7.1. Luffing Crane Driver - Restructured

A Luffing Crane Driver - Restructured is capable and available to perform all duties of the Product Berth Operator with the exception of wharf recording duties, warehouse operations and team facilitating.

Employees will be required to carry out these functions in a manner which meets their obligations under safety and environmental laws.

This position only exists for those employees of the Shipping Department who were employed as a Luffing Crane Driver, at the Shipping Department prior to 1992.

Once an employee has opted to progress into the classification structure, they must then use all of the skills they possess as reasonably required. The decision to opt into the classification structure is permanent.

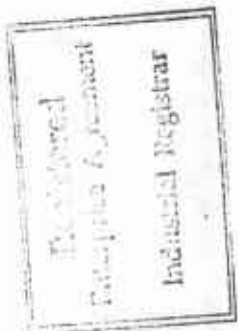
9. CONDITIONS OF EMPLOYMENT

9.1. Annualised Salaries

All full time employees will be remunerated with an annualised salary. This will provide employees with a secure income, while ensuring safe, timely and effective operations.

The annualised salary will be made up of a base rate and a component which absorbs all additional payments such as penalty rates, allowances, shipping shift premiums, public holiday loadings and payouts and payment for additional hours worked outside the normal rostered hours to meet the requirements of the position. Appendix 1 outlines the penalties arrangements currently applying in the Product Berth Section that have been incorporated in the calculation of the annualised salary.

Employees working in classifications set out in Clause 8 shall not receive any additional payment through a bonus, productivity, gain-sharing or any other like scheme that from time-to-time may be extended to Steel Industry employees of BHP Steel (AI&S) Pty Ltd or members of the Maritime Union of Australia where that scheme forms part of an enterprise agreement. Product Berths employees covered by this enterprise development agreement are not entitled to any payments under the BHP Steel (AI&S) Pty Ltd, Port Kembla Lump Sum Payment Scheme Award, 1994" or any scheme or award that replaces it.



9.2. Rates applicable from date of registration

The following tables outline annualised and base salaries for each classification effective from the date of registration of this agreement.

Annualised Salaries

Classification	Annualised Salary	Weekly Salary Payment	Hourly Salary Rate
New Entrant (Day Work)	\$36 411	\$700.21	\$18.4266
New Entrant (Shift Work)	\$66 579	\$1280.36	\$33.6938
Product Berth Operator - Wharf Recording Function	\$76 968	\$1480.15	\$38.9514
Product Berth Operator - Recording/Warehouse/RoRo Functions	\$80 609	\$1550.17	\$40.7940
Product Berth Operator - Luffing/Warehouse/RoRo Functions	\$83 213	\$1600.25	\$42.1118
Product Berth Operator - Four functions	\$85 803	\$1650.05	\$43.4225
Facilitator	\$85 803 + \$2080 allowance	\$1650.05 + \$40.00	\$44.4752
Luffing Crane Driver Restructured	\$79 891	\$1536.37	\$40.4306

Base Salary (for a 38 hour week)

Classification	Rate for 38 hour week	Rate per hour
New Entrant	\$619.20	\$16.2951
Product Berth Operator - Wharf Recording	\$729.40	\$19.1935
Product Berth Operator - Recording/Warehouse/RoRo Functions	\$765.00	\$20.1322
Product Berth Operator - Luffing/Warehouse/RoRo Functions	\$788.70	\$20.7562
Product Berth Operator - Four Functions/ Facilitator	\$812.90	\$21.3911
Luffing Crane Driver Restructured	\$759.00	\$19.9735

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9.3. Rates applicable from the first pay period on or after 6 August 2001

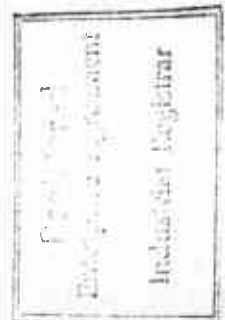
The following tables outlines the annualised and base salaries for each classification effective from the first pay period on or after 6 August 2001.

Annualised Salaries

Classification	Annualised Salary	Weekly Salary Payment	Hourly Salary Rate
New Entrant (Day Work)	\$37 503	\$721.22	\$18.9794
New Entrant (Shift Work)	\$68 575	\$1318.77	\$34.7044
Product Berth Operator - Wharf Recording Function	\$79 276	\$1524.55	\$40.1197
Product Berth Operator - Recording/Warehouse/RoRo Functions	\$83 026	\$1596.67	\$42.0176
Product Berth Operator - Luffing/Warehouse/RoRo Functions	\$85 709	\$1648.26	\$43.3752
Product Berth Operator - Four function	\$88 376	\$1699.55	\$44.7250
Facilitator	\$88 376+ \$2142 allowance	\$1699.55+ \$41.19	\$45.8090
Luffing Crane Driver Restructured	\$82 288	\$1582.46	\$41.6436

Base Salary (for a 38 hour week)

Classification	Rate for 38 hour week	Rate per hour
New Entrant	\$637.80	\$16.7840
Product Berth Operator - Wharf Recording	\$751.20	\$19.7693
Product Berth Operator - Recording/Warehouse/RoRo Functions	\$787.90	\$20.7361
Product Berth Operator - Luffing/Warehouse/RoRo Functions	\$812.40	\$21.3789
Product Berth Operator - Four Functions/ Facilitator	\$837.30	\$22.0328
Luffing Crane Driver Restructured	\$781.80	\$20.5727



9.4. Definitions for Annualised Salary

Weekly Salary Rate:

This is calculated by dividing annualised salary by 52 weeks.

Hourly Salary Rate:

This is calculated by dividing the weekly salary rate by 38 hours.

Base Salary:

This amount is the salary for a base 38 hour week worked during day shift, Monday to Friday.

Deduction of Pay:

Where an employee does not attend work as rostered for an ordinary or compulsory overtime shift for reason other than a form of paid leave (ie strike, non authorised absence) then pay will be deducted at the hourly salary rate x the number of hours of non attendance.

9.5. Working of Additional Hours

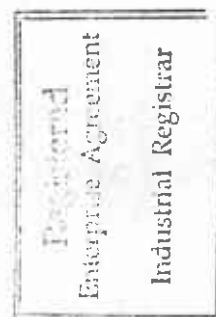
Employees may be required to work additional hours (ie overtime rather than VERA) contained in the annualised salary at any stage during the roster cycle subject to the following guidelines:

- Employees will accrue (ie owe) a buffer of up to three 12 hour shifts (36 hours) of additional hours beyond ordinary rostered hours. After 36 additional hours are accrued, no further overtime will be accrued until an employee has been required to pay back the overtime.
- Employees will not be required to work more than two 12 hours overtime shift per fortnight (pay period).
- The two 12 hour overtime shifts in a fortnight (per pay period) will not be worked consecutively. However an overtime shift may be worked consecutively with ordinary rostered shifts.

The annualised salary remunerates employees for 5.5 additional hours per week beyond ordinary rostered hours.

9.6. Payment for Leave

The payments made for various leave and absences from work under annualised salary arrangements are outlined in Appendix 3. Payment for the various types of leave is subject to qualifying for that leave.



9.7. Discretionary Sick Leave

Employees are expected to attend work regularly. Sick leave provides an insurance that an employee who is unable to attend work because of a genuine illness or injury will continue to receive their annualised salary in accordance with the arrangements outlined in Appendix 5.

In instances where an individual abuses the sick leave provisions, the team, crew delegate or management may discuss this with the individual.

9.8. Superannuation

Superannuation for full time employees will be calculated using the base salary rate as contained in ~~Appendix 1:~~

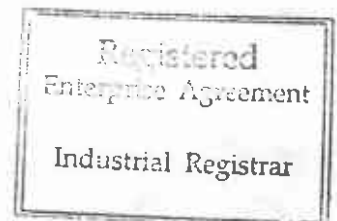
Clause 9(3)

10. WORK ARRANGEMENTS

10.1. Manning

The manning level for each shift team is as follows:

- One (1) Wharf Recorder per gang (to a maximum of 4 gangs)
- Two (2) Luffing Crane Drivers
- One (1) Warehouse/RoRo Operator
- One (1) Leave Relief



giving a total of eight (8) personnel per shift. However on a particular shift, the make up of the shift teams may vary from the above depending upon, for example, the duties planned for that shift and the approved leave/VERA commitments.

At least six members of each shift team will have acquired skills in four functions or more, with at least two of these being able to perform the team facilitator function. Members of the team must regularly rotate between the various duties on the Product Berths to maintain their skill level and flexibility within the team.

Two members of each team may, for genuine reasons, be able to perform less than the four skills. In the event that a team does not have this balance of skills then discussions need to occur with the "Workplace Review Committee" regarding balancing the skill mix across the shift teams and within the Product Berth section.

In the event of a significant change in the operation (eg tonnes, markets, technology, equipment) of the enterprise or in the level of activity of the operation this structure will be reviewed in consultation with the "Workplace Review Committee".

It is recognised by the parties that the above manning includes a change in work practice in regard to the supply of wharf recording services to external stevedores. A Products Berth Operator will no longer be used to record the loading of BHP products by external stevedores. However, a Products Berth Operator will continue to perform the wharf recording function at external berths when the work is being performed by BHP stevedores. The parties reserve the right to review this arrangement if there is a significant change in the amount of BHP products loaded by external Stevedores relative to the BHP Stevedores.

10.2. Roster

Teams will work twelve (12) hour shifts on a three night/ three day rotation. A sample roster is contained in Appendix 2.

Shifts will commence at 0700 hours in the case of day shift and 1900 hours in the case of night shift.

Changes in the roster arrangements and/or shift starting times may occur by agreement between the parties.

10.3. Roster Days

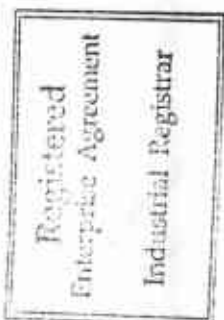
Members of each work team agree to stagger their accrued 38 hour roster days during the roster cycle each month to meet operational requirements. There will not be a designated roster day off for the entire crew.

10.4. Voluntary Employee Rostering Arrangements (VERA)

Voluntary Employee Rostering Arrangements (VERA) is a mechanism to manage peaks and troughs in workload by moving some resources during quiet times to busier or more productive periods. Participation in VERA is voluntary. Further details of the VERA system is contained in Appendix 4.

10.5. Coverage of Jobs

The team facilitator will be responsible for ensuring there are adequate resources to cover operational requirements for the incoming shift. This may include altering the jobs to be performed during the next shift or calling in team members rostered off to make up numbers to the required manning level. The process for call outs is contained within Appendix 4 VERA.



All employees have a component of prepaid overtime (5.5 hours per week) in their annualised salary to compensate for this requirement. Team members may refuse a prepaid overtime shift once in a full cycle of the roster but then is obliged to accept the next prepaid overtime shift. Any extenuating circumstances will be considered by the "Workplace Review Committee". Failure to work a prepaid overtime shift may result in a deduction of a maximum of eleven (11) hours in a pay period.

11. GENERAL

11.1. Safety

All parties are totally committed to improving safety standards and will actively encourage and promote the levels of safety awareness that such standards demand. Effective training of all personnel is essential to achieve these standards.

To be effective the commitment and involvement of all employees is required, in particular employees must take reasonable care in the performance of work to prevent work-related injuries to themselves and to others.

Protective and Industrial Clothing shall be issued as per the Steelworks Award. Appropriate PPE will be mandatory to wear and will be enforced by management, the team facilitator, the delegate on the job and supported fully by the union. Employees will not be allowed to start work unless the appropriate Personnel Protective Equipment is worn.

The Company's Drug & Alcohol policy will be followed. All employees are to police this, however it will be the joint responsibility of the team facilitator and crew representative to ensure that no member will be allowed on the berth if they are under the influence of drugs or alcohol. This is fully supported by the union.

The parties and employees recognise their respective obligations under state occupational health and safety legislation and agree to cooperate to meet these obligations. The parties are committed to:

- Preventing injury and illness by providing a safe and healthy working environment.
- Preventing unsafe acts and damage to property and environment.
- Carrying out work recognizing that safety is essential to achieve operating and business objectives.



11.2. Rehabilitation & Compensation

Both parties will abide by the state compensation and rehabilitation Acts.

11.2.1. Rehabilitation

If, arising out of an injury, an employee has medically imposed restrictions then, where alternate duties can be found that are within those restrictions, the employee will come to work to perform such duties.

11.2.2. Compensation

Workers Compensation and Rehabilitation will be administered as per the relevant New South Wales Acts. This is summarised in the "Workcover Summary To Be Posted Up At Workplaces" which specifies the procedure for notification of injury, lodging a claim for compensation, workers rights to information, employers obligations to take claims action, commencement of weekly payments, Workcover conciliation and insurance coverage.

11.3. Training

Where the Company requires an employee to obtain a licence or other qualification the Company shall pay the normal costs of such licence or qualification.

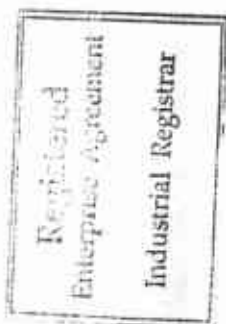
The Company may appoint either internal or external workplace assessors as appropriate.

All employees shall be available to undertake training as required by the Company and to train other employees when required by the Company. Training (either trainee or trainer) performed by Company personnel will not attract additional payment. Training hours shall be treated as worked hours for the purposes of rostering.

Training will be provided as determined by the Company and may include external trainers.

11.4. Team Meetings

Each team may have meetings to discuss issues concerning the workplace and related issues. Team meetings shall be scheduled such as not to interrupt operational requirements and where possible, will be held in idle time. Team meetings held outside normal rostered hours will not accrue VERA hours unless authorised and agreed by the Principal Operations Coordinator.



Each team will meet once a month at prearranged times for approx four (4) hours duration.

11.5. 'Workplace Review Committee' Meeting

A 'Workplace Review Committee' consisting of employees, management and union representatives will be established upon implementation of this agreement. The 'Workplace Review Committee' will contain a minimum of one employee representative from each crew and, depending on resources, a maximum of two employee representatives from each crew. The committee will meet periodically. Members of the 'Workplace Review Committee' who attend a scheduled meeting outside their normal rostered hours will, by agreement between the parties, be eligible to accrue VERA hours for the duration of the meeting.

11.6. Other Meetings

Employees who represent their crew at a meeting involving members from each crew eg Combined OH&S Meetings, will be eligible to accrue VERA hours for the duration of the meeting if rostered off.

12. FACILITATIVE PROVISIONS

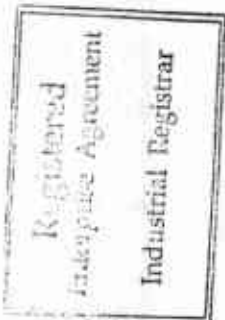
12.1. No Extra Claims

It is a term of this Agreement that the parties will not, during the term of this Agreement, make or pursue any claim for rates of pay, salary, allowances or conditions except as provided for Clauses 12.2 and 12.4 of this Agreement.

Provided that this no extra claims provision will not prevent the implementation of changed processes and methods of work in accordance with the terms of the Agreement.

12.2. GST Clause

This agreement is made in the expectation that the combination of wage increases flowing from this agreement and planned personal income tax cuts will offset anticipated inflation over the period (including the one-time inflationary impact of the GST). If during the period of this agreement the annual inflationary level of GST has a significant detrimental and unanticipated impact on employees, the union may seek discussions for a renewal agreement earlier than 30 June 2002.



12.3. Term

This agreement shall take effect from date of registration until 30 June 2002.

12.4. Review

This agreement will be subject to continuous review by a 'Workplace Review Committee'. The review shall be used to ensure continued good relations exist between all the parties, to resolve any unforeseen issues/tensions that come up through this agreement, to ensure productivity and quality improvements are met and the system is not being abused.

In the event that a significant change occurs which affects the stevedoring operations at Port Kembla, the parties agree that they may seek a review of the provisions of any of the relevant terms of this Agreement.

Variations to the agreement may be made if agreed to by all the parties, and subject to the requirements of the Industrial Relations Act 1996.

12.5. Procedure for Resolving Claims, Issues and Disputes

The parties recognise that their respective objectives may, on occasion, lead to dispute. The parties agree to discuss any claims, issues or disputes locally within the crew or through the 'Workplace Review Committee' in the first instance prior to recourse to industrial action. The Dispute Settling Procedure is contained in the Steelworks Award.



13. SIGNATURES

Signed for and on behalf of the
THE AUSTRALIAN WORKERS UNION
NEW SOUTH WALES BRANCH

[Handwritten signature]

this 12 day of JAN 2001

in the presence of

[Handwritten signature]
[Handwritten signature]
[Handwritten signature]

Signed for and on behalf of
BHP STEEL (AI&S) PTY LTD

this 12 day of JANUARY 2001

in the presence of

[Handwritten signature]

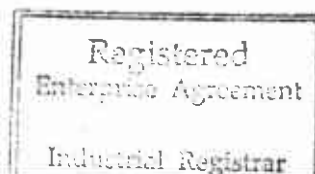


14. Appendix - 1

Product Berth Section Penalties

The following shift premiums applied in the Product Berths section prior to the introduction of this agreement and have been absorbed in the calculations of annualised salaries outlined in Clauses 9.2 and 9.3.

Shift	Premium
Ordinary Day Shifts – Monday to Friday	Ordinary Stevedoring Hourly Rate
Ordinary Afternoon Shifts – Monday to Friday	Ordinary Stevedoring Hourly Rate Plus 50 per cent
Ordinary Night Shifts – Monday to Friday	Ordinary Stevedoring Hourly Rate Plus 100 per cent
Ordinary Saturday Shifts	Ordinary Stevedoring Hourly Rate Plus 100 per cent
Ordinary Sunday Shifts	Ordinary Stevedoring Hourly Rate Plus 150 per cent
On Day and Afternoon Shifts on Public Holidays	Ordinary Stevedoring Hourly Rate Plus 150 per cent
On Night Shifts on Public Holidays	Ordinary Stevedoring Hourly Rate Plus 200 per cent
Work Two Consecutive Shifts	Paid for the second shift at the ordinary rate in addition to the rate appropriate for the additional shift worked except for shifts falling wholly between 11.20pm Friday and 11.20pm Sunday and all shifts on Public Holiday where the second shifts shall be paid at half the ordinary rate in addition to the rate appropriate for the additional shift worked
All time worked not continuous with the shift during which the employee's ordinary hours of work are performed	Rate of pay is twice the ordinary rate for all shifts falling wholly between 11.20pm Sunday and 11.20pm Saturday, 2 ½ times the ordinary rate on a Sunday and on a day or evening shift on a Public Holiday, and 3 times the ordinary rate on the night shift on a Public Holiday



15. Appendix - 2

Sample Roster

3 NIGHT/DAY ROSTER CYCLE

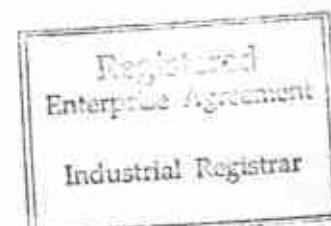
Day	A	B	C	D	A	B	C	D
S	N	R	R	D	D	R	R	N
M	N	R	R	D	D	R	R	N
T	R	R	D	R	R	D	R	R
W	R	N	D	R	R	D	N	R
T	R	N	D	R	R	D	N	R
F	D	N	R	R	R	R	N	D
S	D	R	R	N	N	R	R	D
S	D	R	R	N	N	R	R	D
M	R	D	R	N	R	R	D	R
T	R	D	R	N	R	R	D	R
W	R	D	R	N	R	R	D	R
T	R	D	R	N	R	R	D	R
F	R	R	R	D	D	R	R	R
S	R	R	R	D	D	R	R	R
S	R	R	R	D	D	R	R	R
S	R	R	R	D	D	R	R	R
M	R	R	R	D	D	R	R	R
T	R	R	R	D	D	R	R	R
W	R	R	R	D	D	R	R	R
T	R	R	R	D	D	R	R	R
F	R	R	R	D	D	R	R	R
S	R	R	R	D	D	R	R	R
S	R	R	R	D	D	R	R	R
M	R	R	R	D	D	R	R	R
T	R	R	R	D	D	R	R	R
W	R	R	R	D	D	R	R	R
T	R	R	R	D	D	R	R	R
F	R	R	R	D	D	R	R	R
S	R	R	R	D	D	R	R	R
S	R	R	R	D	D	R	R	R
M	R	R	R	D	D	R	R	R
T	R	R	R	D	D	R	R	R
W	R	R	R	D	D	R	R	R
T	R	R	R	D	D	R	R	R
F	R	R	R	D	D	R	R	R
S	R	R	R	D	D	R	R	R
S	R	R	R	D	D	R	R	R



16. Appendix - 3

Payment for Leave

TYPE OF LEAVE	PAYMENT
Annual	Salary
Long Service	Base
Sick	Salary
Jury Duty	Make up to salary
Worker's Compensation	Make up to salary to a maximum
Compassionate/ Bereavement	Salary
Parental	No payment
Carer's Leave	Salary - linked to sick leave
Defence	Make up to salary
Emergency Services (designated circumstances)	Ex gratia payment to make up lost salary
Sporting (international & state events only)	Salary
Strike/Stoppage/Non attendance at work which is not authorised	Deduct number of hours of non attendance from annualised salary using salary hourly rate



17. Appendix - 4

VERA System

17.1. Purpose

It is acknowledged by all parties that the proposal of an annualised salary system put forward in the Product Berths Operations Redesign Process, is structured to minimise the need to work additional hours and encourage individuals to work smarter.

Notwithstanding this, there will be times when additional hours will have to be worked. Voluntary Employee Rostering Arrangements (VERA), provide the mechanism through which to manage additional hours.

17.1.1. Concept

VERA can be used to manage peaks and troughs in workload by moving some resources during quiet times to busier or more productive periods.

In the past, overtime has been used to cover peaks and troughs. The concept of VERA enables teams to arrange to have the right resources in place to meet work requirements. The use of additional hours for this purpose should be seen as the exception rather than the norm.

17.1.2. Process

VERA is a process by which an employee is able by volunteering, to:

- Move from the normal rostered on shift to an alternative shift on the same day within the agreed maximum hours or,
- Move from the normal rostered shift to the same shift on an alternative day, or
- Move from the normal rostered on shift to an alternative shift on an alternative day, or
- Finish a normal shift early or start late and transfer those hours not worked to an alternative day, or
- Extend their normal shift by working additional hours (within allowable maximum hours) and deduct hours worked from an alternative rostered on day.



17.2. Conditions

17.2.1. Application

Additional Hours will be managed as follows:

- For shift teams, any hours above ordinary hours will be managed through VERA.

17.2.2. Maximum Accrued Hours

- Employees can accrue a maximum of 36 hours (3 shifts) in credit and 36 hours (3 shifts) in debit in a designated period (e.g. 12 week cycle).
- No hours can be accrued beyond 36 hours in the cycle.

17.2.3. Debit/Credit Rules

VERA hours will be applied as follows:

For extensions to normal rostered shift:

Accrual will be time for time eg; two (2) additional hours worked counted as two (2) hours VERA.

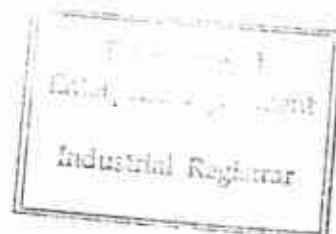
For non rostered days:

An employee must VERA on for a minimum of four (4) hours. Accrual of VERA hours will be time for time eg VERA on for four (4) hours receive four (4) hours credit.

- A list of employees wishing to VERA on/off over a specified period will be available for all team facilitators. Employee wishing to VERA on/off will, have the responsibility of communicating their availability to the team facilitator. An employee will not be entitled to VERA off if the shift team cannot cover jobs required for the specified period.

VERA Off

Employees wishing to VERA off for part of a normal rostered shift must do so for a minimum of four (4) hours.



17.2.4. Call out Rules

The intention is to avoid overtime and disturbing the crew rostered off. Therefore, to cover a shift call out the process will be as follows:

1. The crew rostered on will consider flexibility within the functions and tasks for the day.
2. The crew rostered on will consider closing the Ro/Ro / Warehouse function, delay deliveries or take a delivery and leave.
3. The crew rostered on will work an extended shift or come in early (take time for VERA) to a maximum of four hours.
4. Employees on availability list for VERA on will be called.
 - Team facilitator will then look to the summary list of VERA hours of available employees (rostered off) and will call out in order of those who have accrued most number of hours in the negative down to the least number of hours in the negative.
 - If the situation arises where all available employees are in credit (positive hours) then person with least number of hours in credit will be called out first, down to the employee with the most number of hours in credit.
5. If in this situation a position still cannot be filled then the team facilitator will revert to the pre-paid overtime list and employees will be called in on pre-paid overtime starting from the employee who has worked the least prepaid overtime to the most. An employee called in on pre-paid overtime will not accrue VERA hours for the time worked. The time worked will count towards the prepaid overtime contained in the annualised salary. The employee will still be required to pay back VERA hours owed at a later date.



17.2.5. Settlement Process

- All VERA hours will be reviewed each month by team facilitators.
- Every effort should be made to ensure that at the end of twelve (12) week cycle all VERA hours are settled to zero.
- VERA hours may be carried over from one cycle to the next.

- All VERA hours are to be settled at the end of the financial year. If a team member is in debit (-ve hours) then that team member will be required to payback those hours. If a team member has an outstanding debit of more than six months then these hours will be deducted from the team member's annual leave balance.
- The team facilitator is responsible for ensuring that no team member is in debit at the end of the financial year.
- VERA hours are to be recorded on a system to enable automatic settlement to occur.

17.3. Guidelines

VERA is to be managed on a team basis according to the following guidelines.

17.3.1. Resourcing

- Personnel must not be VERA'd in to cover personnel VERA'd off.
- Personnel are to be utilised from within their own team/shift and from rostered off shifts second.
- It is the responsibility of the outgoing shift team to ensure that the correct number of team members are available for the oncoming shift.
- All teams are to ensure that minimum numbers are maintained to operate, maintain and service the business:
- Personnel will be allowed to VERA on or off for less than a full shift. Four (4) hours will be the minimum allowable.

VERA will only be permitted when there are sufficient people left to cover all required tasks.

Rostering to accommodate VERA **must** be for real work, not manufactured work.

17.3.2. Notice Periods

- VERA is to be planned in advance (see 15.3.3 Planning) in order to ensure that the individual and the team have as much notice as possible.
- Short term notice of VERA off (less than 6 hours) is to be minimised. VERA off at short notice will not be granted where minimum numbers do not allow. Failure to attend work in such cases will be noted as personal leave or absence without pay.



- Employees are to notify their shift by 1700 hours on the previous day if they intend to VERA on/off.
- In cases where crews have planned to reduce their rostered numbers and unplanned absenteeism occurs at the start of the shift, the person is to be replaced by calling in the person from another team who has the relevant skills and owes the most VERA hours (ie is in debit). In the event that no one is in debit then the person with a zero balance or least in credit will be offered the VERA shift.

17.3.3. Planning

Weekly Plan

Requirements for next seven (7) days period will be forecast once a week, at a time designated by the team. Peaks or troughs in workload will be highlighted.

Based on this weekly forecast, teams are required to forecast resources plan for the roster cycle.

Teams are required to update their resources plan every 24 hours.

17.3.4. Administration

- VERA hours are to be recorded on a system to enable debit and credit balances to be maintained, and automatic settlement at the end of the designated settlement period.
- Teams are still required to keep paper records, which must be kept for 4 years (to satisfy audit requirements).
- Work outside normal hours on another shift must be documented by the individual, signed by that team facilitator (ie team facilitator when working) and handed to the individual's own team facilitator.
- Before shifts are rostered off, they should provide a list of volunteers and preference as to when individuals prefer to be asked to flex on using VERA.
- VERA arrangements may be granted to the individual the day before by ringing the team facilitator of the day.
- Each individual is responsible for completing form and delivering it to their shift's team facilitator when adjusting normal work times.



- Mutual swaps organised by individuals must be reported to respective team facilitators.

Exceptions

- Exceptions to this arrangement can only be implemented on written arrangement by all parties.
- Applications to VERA off in the long term (two (2) weeks maximum in advance) may be approved by the team in quieter times provided there are enough members of the team available to work to meet operational requirements.



18. Appendix - 5 Guidelines for Discretionary Sick Leave

The following are the guidelines for the introduction of discretionary sick leave as part of a broader redesign package for the Product Berths.

18.1. Principles

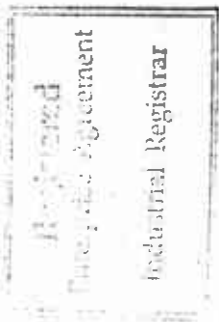
- Assume people are genuine and are not going to abuse the system.
- Respect for people and their illness.
- Trying to let people continue with their "salary" when they are genuinely sick.

18.2. How Much Leave

- Discretionary sick leave may be in any periods up to 3 month blocks (ie from 1 day through to 3 months).
- Each case will be treated on its merits.

Any illness extending for 3 months or more will be treated as a long term illness.

- For long term illnesses the minimum period for genuine sick leave is 3 months.
- Maximum period of salary continuation for a long term illness is 7 months.
- The person will be reviewed on a monthly basis between 3 months and 7 months to determine if discretionary sick leave should continue to be provided.
- Reviews will consider the following:
 - * Previous Attendance (excellent attendance will be considered favourably, poor attendance or frequent single day absences will be considered less favourably).
 - * Attitude toward success of the team and the business.
 - * Length of service.
 - * The recommendation from the person's team.
 - * The person's entitlement under the "current" limited sick leave provisions.
- After any review if the discretionary sick leave is finalised the person will be on annual leave, long service leave, on leave without pay, retirement or termination of employment depending on prognosis.



18.3. Eligibility

- As soon as starting in the Product Berth section an employee would become eligible to the discretionary sick leave arrangements.

18.4. Employee Involvement/Obligations

- To notify of illness prior to start of shift so team can decide on coverage needs.
- At time of notification person to inform of nature of illness, expected time off, and if it is a work related injury.
- 3 single day absences need only provide a Statutory Declaration.
- 2 days or more off in a row or more than 3 single day absences require a doctors certificate.
- If a person has more than 2 weeks off then they are required to visit the medical centre for clearance prior to returning to work.

18.5. Team Involvement/Obligations

- Team to manage sick leave issues.
- Team to determine if coverage of sick leave is required.
- If a person has too many absences or there is a problem with the pattern of absences then the team will sit down and discuss this with the individual.
- Rules need to be developed to determine how the team goes through this (part of teamwork).

18.6. Management Involvement/Obligations

- Team will recommend to management if they need to become involved in an absenteeism issue at which point management will become involved.
- If the absenteeism issue is having a negative impact on a team or on other teams' performances then management may seek to get involved to assist the team in getting the issue resolved.

18.7. Information

- 3 monthly report to be printed off and provided to each team.
 - Absences need to be recorded in the On-line Timekeeping system and Doctor's certificates filed and kept for 7 years.
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