

REGISTER OF ENTERPRISE AGREEMENTS

ENTERPRISE AGREEMENT NO: EA06/89

TITLE: BlueScope Steel (AIS) Pty Ltd - Port Kembla - Bulk Operations Enterprise Agreement 2005

I.R.C. NO: IRC5/5474 & IRC5/5483

DATE APPROVED/COMMENCEMENT: 17 February 2006 / 17 February 2006

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**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 17 March 2006

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COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by BlueScope Steel (AIS) Pty Ltd, located at Five Islands Road, Port Kembla Steelworks, Port Kembla NSW 2505, who are engaged at the Bulk Berth Operations at Port Kembla in the positions identified in clause 5 of the agreement, who fall within the coverage of the BlueScope Steel (AIS) Pty Ltd - Port Kembla Steel Works Employees Award 2004.

PARTIES: Bluescope Steel (AIS) Pty Ltd -&- The Australian Workers' Union, New South Wales

**BLUESCOPE STEEL
(AIS) PTY LTD
PORT KEMBLA**

**BULK OPERATIONS
ENTERPRISE AGREEMENT
2005**

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1 FACILITATIVE PROVISIONS

1.1 Title

This agreement shall be known as the “BlueScope Steel (AIS) Pty Ltd - Port Kembla - Bulk Operations Enterprise Agreement 2005”.

1.2 Parties to this Agreement

This Agreement shall be binding upon BlueScope Steel (AIS) Pty Ltd (“BlueScope Steel”) and its employees engaged at the Bulk Berth at Port Kembla in the positions identified in Clause 5 Classification Structure and the Australian Workers Union (“AWU”), New South Wales Branch.

1.3 Scope of this Agreement

This agreement shall apply at BlueScope Steel Bulk Berth operations at Port Kembla.

1.4 Relationship to Award and Enterprise Agreements

1.4.1 The terms of this Agreement prevail over the provisions of the BlueScope Steel (AIS) Pty Ltd - Port Kembla Steelworks Employees Award 2004 (the ‘Steel Works Award’) where there are any inconsistencies.

1.4.2 The rates in this agreement shall be in lieu of any monetary entitlement under the following clauses of the BlueScope Steel (AIS) Pty Ltd – Port Kembla Steelworks Employees Award 2004, or such clauses that may amend, replace or rescind these clauses:

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 – Un-restructured Classifications

1.4.3 Clause 36.2 of the BlueScope Steel (AIS) Pty Ltd – Port Kembla Steelworks

Employees Award 2004 [Procedure for Resolving Claims, Issues and Disputes] does not apply to employees working in Bulk Berth Operations.

- 1.4.4 Employees covered by this agreement are not eligible to receive any additional payments through a bonus, productivity, gain-sharing or any other like scheme that from time-to-time may be extended to Steel Industry employees of BlueScope Steel (AIS) Pty Ltd or members of the Maritime Union of Australia where that scheme forms part of an enterprise agreement and are not entitled to any payment under the BlueScope Steel (AIS) Pty Ltd - Port Kembla Steelworks Employees Award 2004.
- 1.4.5 An employee of the Bulk Berth shall perform work as the company may lawfully require for which the employee is qualified to undertake. This Agreement replaces the former Enterprise Agreement, BHP Steel (AIS) Pty Ltd - Port Kembla Bulk Operations Enterprise Agreement 2000 and 2002, and any other arrangements whether written or not, pertaining to employment conditions or working arrangements at the Port Kembla Bulk Berth operations.
- 1.4.6 Any arrangements outside of this Agreement pertaining to the Port Kembla Bulk Berth operations that are henceforth agreed between the parties that pertain to ongoing working arrangements will be established in writing and signed by the company and a representative of employees.

1.5 No Extra Claims

There are to be no further claims for increased rates of pay or conditions of employment for the term of this Agreement.

2 INTENT OF THIS AGREEMENT

2.1 Intent

It is the intent of all the parties to establish a working environment that will achieve Australian and international benchmarks in comparable ship berthing, unloading and associated operations.

2.2 Operating Principles

The Bulk Operations department committed to creating a zero harm workplace and treating ourselves and our colleagues in a fair and consistent manner. All our actions will be guided by doing what is right, doing what is legal, and doing what is fair.

2.3 Establishment of Working Group

BlueScope Steel Bulk Berth employees have rights and responsibilities and nothing within this agreement shall be taken to diminish these in any manner. It is recognised by the employees and the AWU that the employee's role is to strive to deliver at all times the highest possible level of productivity and efficiency, flexibility, cost-effectiveness, stability and reliability.

During the term of this Agreement, the parties may establish a working group on a needs basis that will plan and implement new technologies, new techniques and other methods with the aim of lowering costs, improving safety and improving productivity.

2.4 Operational needs to be met

One of the key pillars that support the ability of the Bulk Berth to have an effective and efficient business is the guarantee that coverage will be available 365 days per year and 24 hours per day by the Bulk Berth employees. It is the intention to provide optimum discharge rates for each cargo and to ensure environmental compliance.

2.5 Regulation of Disturbances to Production and Supply

The parties acknowledge and understand the long-term damage caused to the business as a result of industrial action.

In so far that Clause 37 of the BlueScope Steel (AIS) Pty Ltd – Port Kembla Steelworks Employees Award 2004 applies, the parties will discharge their obligations under this clause.

3 CHANGE AND CONTINUOUS IMPROVEMENT

The parties recognise and accept that change is an inevitable and increasingly necessary part of the steel industry. Consequently there is a commitment to pursue all opportunities to adopt the world's best practices through modern technology and continuous improvement to all aspects of Company operations. In addition, whilst considering any change, the tests of safety, efficiency, legality and fairness are to be applied. The parties will commit to consult and be guided by Clause 36 of the BlueScope Steel (AIS) Pty Ltd – Port Kembla Steelworks Employees Award 2004, in the event that proposed changes are not agreed, other than as established by Clause 1.4.2 of this agreement.

4 DISPUTE AVOIDANCE PROCEDURE

4.1 Purpose

The DAP aims to provide a set of guidelines for employees and supervisors to work through issues and avoid the loss of earnings and production and to create a more positive working environment.

4.2 Scope

In most cases, day-to-day problems and issues will be quickly resolved through clear, respectful communication and discussion by the relevant people. In more complex issues the DAP form and the following procedure can be used to document discussion and action items to close out the matter.

4.3 Disputes Avoidance Procedure

It is recognised by the parties and all the employees covered by this Agreement that the Disputes Avoidance Procedure requires that any matter must firstly be raised by the employee at a job level with his / her supervisor prior to referral to the union or Company management representative. No matter shall be processed in accordance with the procedures unless it has first been genuinely addressed at site level and thereafter still remains unresolved.

The Union and the Company undertake to take all necessary steps to ensure that organisers, officers, members, employees and Company staff follow the procedure set out herein; the intention being that any or all disputes shall be promptly resolved by conciliation in good faith.

It is recognised that disputes generally fall into 5 categories. These are safety issues, company policy application, reasonable work requests, minor changes and substantial changes. Appendix 3 describes a decision making matrix, who is involved in discussions and timing of these discussions.

4.3.1 Dispute At Job Level

In the event of a dispute arising at job level, regardless of dispute type, the employee or the employee's representative and the immediate supervisor shall immediately confer at job level and shall attempt to resolve the issue immediately. At no point should additional persons other than the employee or the employee representative be involved in resolving the issue. Work shall continue in accordance with this Agreement without interruption. The immediate supervisor will take all reasonable steps to reply to the employee as soon as possible. The type of dispute shall guide the supervisor as to the required response time. If an immediate response is not possible then supervisor is to give an estimate of the response time.

4.3.2 Lack of Agreement at job level

If the dispute requires a response immediately and no agreement is reached at job level, the employee or employee representative is to complete a Dispute Avoidance Procedure Form (BB035/1), detailing the issue. The employee may wish to notify an official of the Union and discuss the matter in dispute with the relevant manager of the Company. Whilst these discussions take place the status quo, where possible shall be maintained and work shall continue in accordance with this Agreement without interruption. The manager or deputy will take all reasonable steps to reply to the employee as soon as possible. If a reply can not be given by the end of the manager's next ordinary working day a progress report will be given, and the D.A.P form updated

4.3.3 Final Resolution

Should the foregoing steps fail to resolve the issue within 2 working days, the matter(s) in dispute shall be referred by either party to the NSW Industrial Relations Commission. The IRC shall attempt to resolve the matter by conciliation and if the matter is not resolved in conciliation, as a last resort the matter will be referred to arbitration. Whilst these discussions take place work

shall continue in accordance with this Agreement without interruption.

If the dispute is associated with a minor change, then a failure to complete a D.A.P. form and to notify the IRC at this step will result in the change being implemented at the completion of the 2 working days.

The avoidance of dispute procedure (DAP) shall not preclude the right of either party to refer a dispute to the NSWIRC at any stage of this procedure if the procedures are not being followed or are otherwise inappropriate in the circumstances.

This clause shall operate subject to Clause 36.4

4.3.4 Continuity of work

Pending the completion of the procedure set out in this clause, work shall continue in accordance with this Agreement without interruption. When a dispute arises over the lawful exercise by the company of management discretion, pending resolution of the matter, work shall continue in accordance with this Agreement, an employee's contract of employment and the discretion of the Company. Where the above does not apply, the status quo as set out Dispute Avoidance Procedure Matrix will apply.

In the event of stop work meetings, for whatever reason, work shall continue in accordance with this agreement.

4.3.5 Preservation of rights

The terms of settlement of the dispute or issue shall not be affected in any way nor shall the rights of any person involved in or affected by the dispute be prejudiced by the fact that work has continued normally without interruption.

4.3.6 Safety Disputes

Employees directly affected by the work said to be unsafe shall have the right to cease performing that work or operation pending the resolution of any bona fide safety issue. In such circumstances the employees concerned shall immediately notify the person in charge of the work or operation said to be unsafe.

Where it is determined that the operation was safe, no wages shall be paid to the employees concerned for the period the work was stopped.

Where it is determined that the operation was unsafe, employees shall be paid as if they had worked for the period that work was stopped.

An employee will where possible be transferred to other useful work within the department whilst the question of safety is determined in which case an employee shall not suffer any loss of pay as result.

5 CLASSIFICATION STRUCTURE

5.1 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 Bulk Stevedoring Operator Grade 1. After three months, this person will then be classified as a Bulk Stevedoring Operator Grade 1. The New Entrant will be required to gain all certificates and requirements applicable to the Bulk Stevedoring Operator Grade 3 within six months of appointment to the Grade 1 position. At the successful completion of this period the New Entrant shall be classified as a Bulk Stevedoring Operator Grade 3. 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 nine 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 as to management of the employee.

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

5.2 Bulk Stevedoring Operator Grade 1

A Bulk Stevedoring Operator Grade 1 is capable and available to perform all duties associated with front-end loader driving, sucker/sweeper driving and other mobile equipment as well as all Bulk Stevedoring tasks with the exception of ore-unloader driving and other crane driving. 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 position as requested.

5.3 Bulk Stevedoring Operator Grade 2

A Bulk Stevedoring Operator Grade 2 will be capable and available to perform all the grade 1 duties and to also perform peripheral supervisory tasks. These tasks will include assuming responsibility for the planning and coordinating of the work to be performed during the shift, inclusive of ship unloading and crane lifting equipment. In addition, Grade 2 operators will lead business improvement projects, responsible for ensuring all necessary equipment required for operation is ordered and available for use, performing all pre berth arrival and departure checks. 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

position as requested.

5.4 Bulk Stevedoring Operator Grade 3

A Bulk Stevedoring Operator Grade 3 is available and capable to perform all duties associated with the ore-unloader and crane driving; front-end loader driving; and all other Bulk Berth 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 requested.

5.5 Bulk Stevedoring Operator Grade 4

A Bulk Stevedoring Operator Grade 4 will be capable and available to perform all Bulk Berths duties including peripheral supervisory tasks. These tasks will include assuming responsibility for the planning and coordinating of the work to be performed during the shift, inclusive of ship unloading and crane lifting equipment. In addition, Grade 4 operators will lead business improvement projects, responsible for ensuring all necessary equipment required for operation is ordered and available for use, performing all pre berth arrival and departure checks. 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 position as requested. The full scope of this role has not been fully developed. The parties will develop this scope in due course.

5.6 Wharf Labourer (Re-structured)

Except for the driving of the Front End Loader and other Mobile Equipment, a person employed as a Wharf Labourer (Re-structured) shall undertake all duties of the Bulk Stevedoring Operator Grade 1 as well as additional duties as rough oxy-cutting; surface preparation and painting; jack-hammering; and other duties as required. 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 Wharf Labourer, at the Shipping Department, prior to the implementation of the re-structured classifications and who, as a result of this, declined involvement in the new classification structure. This classification is not applicable to employees who have come to the Shipping Department since 1992.

6 CONDITIONS OF EMPLOYMENT

6.1 Annualised Salaries

All employees are remunerated with an annualised salary which provides employees with a secure income whilst ensuring safe, timely and effective

operations. The annualised salary is 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.

Work allocation will take place across all hours required by employee's covered by this Enterprise Agreement as per Clause 6.3 [Additional Hours].

6.2 Calculation Formula for Annualised Salary

Annualised Salary = Base Salary + Public Holidays + Shift Penalties + Additional Hours

Base Salary = Ordinary Stevedoring Hourly Rate * 38 hrs * 52 weeks

Overtime = 5.5 hrs overtime per week x 2.1761 x Ordinary Stevedoring Hourly Rate

The additional work hours component is not paid during annual leave and is calculated for 47 weeks rather than 52 weeks.

Appendix 1 outlines some of the penalty arrangements currently applying in the Bulk Berth section that have been incorporated in the calculation of the annualised salary. Outlined below are the annualised salaries for each classification.

Employee's will receive rate increases as below:

Grade	4.5% From date of acceptance	4.5% From date of acceptance	4.5% From 18 March 2006	4.5% From 18 March 2006	4.5% From 18 March 2007	4.5% From 18 March 2007	2.0% From 18 March 2008	2.0% From 18 March 2008	2.0% From 18 Sept 2008	2.0% From 18 Sept 2008
	Base Salary	Annualised Salary	Base Salary	Annualised salary	Base Salary	Annualised salary	Base Salary	Annualised salary	Base Salary	Annualised salary
New Entrant	\$37,481.60	\$80,120.00	\$39,166.40	\$83,721.50	\$40,928.90	\$87,489.00	\$41,747.50	\$89,238.80	\$42,582.50	\$91,023.60
Bulk Stevedoring Operator Grade 1	\$44,158.40	\$94,392.30	\$46,144.80	\$98,638.20	\$48,221.30	\$103,076.9	\$49,185.70	\$105,138.4	\$50,169.40	\$107,241.20
Bulk Stevedoring Operator Grade 2	\$45,614.40	\$97,504.50	\$47,668.40	\$101,895.20	\$49,813.50	\$106,480.5	\$50,809.80	\$108,810.1	\$51,826.00	\$110,782.3
Bulk Stevedoring Operator Grade 3	\$47,746.40	\$102,061.90	\$49,894.00	\$106,652.50	\$52,139.20	\$111,451.9	\$53,182.00	\$113,680.9	\$54,245.60	\$115,954.5
Bulk Stevedoring Operator Grade 4	\$49,212.80	\$105,196.50	\$51,428.00	\$109,931.50	\$53,742.30	\$114,878.4	\$54,817.10	\$117,176.0	\$55,913.40	\$119,519.5
Wharf Labourer (Re-structured)	\$41,059.20	\$87,787.30	\$42,905.20	\$91,713.50	\$44,835.90	\$95,840.60	\$45,732.60	\$97,757.40	\$46,647.20	\$99,712.50

6.3 Additional Work Hours

Employee's will be required to work additional hours under the annualised salary system established at clause 6.2. Work undertaken on Additional hours will not be the subject of restrictions. All work required by the company on the Bulk Berth either directly or indirectly as part of operations will be required to be undertaken while on additional work hours.

Work undertaken as part of additional hours and credited against additional hours will include training and attending to administrative and improvement activities away from the berth, e.g., involvement in OHS committees, work request meetings, improvement initiatives, etc. These activities will be credited on an hour-for-hour basis as part of the additional hours allocation. All training times will be managed by the Team Leader.

Whenever possible the company will attempt to notify employees of the requirement to work additional hours within 1 hour either side of the nominal shift time. While the company will be mindful of employees work/life balance in calling employees to attend for additional work hours, employees will be expected to attend work in circumstances where one hours notice cannot be given.

To ensure necessary coverage and proper sharing of overtime, it will be the crews responsibility to advise the team leader prior to going on roster the callout order of the crew for their roster period. It is expected that those individuals with the least amount of overtime worked would be placed on the top of the callout roster list. The employees on the list are expected to be contactable within one hour either side of the shift nominal starting time. It is the employees responsibility to ensure that the company officers have accurate

contact numbers. If the nominated callout employees are not contactable they are required to provide an explanation.

The Team Leader or other staff officer is responsible for determining when employees will be required to be called in for additional hours. Team Leaders should discuss work allocation and the requirements of the business with members of the team on shift prior to any decision and action taken to call in employees for additional hours. In circumstances where there is the potential that work allocated will not be achieved during the shift, the Team Leader will review progress of the team and call additional employees in as is deemed necessary.

The Team Leader is responsible for determining when the employee working additional hours is no longer required. However, employees must make themselves available for the entire shift. Once an employee is released from the additional shift by the supervisor they will not be expected to return, other than by agreement.

In circumstances where an employee absents themselves from the Bulk Operations department, or in circumstances where an employee makes themselves otherwise unavailable for work prior to the completion of the 12 hour shift, then the employee will only be credited for those hours actually worked and issued with an appropriate written warning.

6.4 Application of Additional Hours

For the crediting of hours worked against additional hours that have been included in the annualised salary, hours worked less than 4 hours will count as 4 hours and hours worked above 4 hours will count as a full 12 hour shift worked.

Persons taking their rostered 38hr days (in a 4 day block) will be taken off the call out list for the 2 days either side of these days.

Persons taking annual leave will only be called as a last resort for roster days either side of annual leave.

Overtime shifts worked will to be calculated over a full calendar year.

An employees name remains first on the call out list until that employee works an overtime shift.

6.5 Superannuation Defined Wage for Annualised Salary

The defined wage for the purposes of calculating employee and company contributions will be as appropriate for the relevant classifications:

Classification	From date of agreement	From March 06	From March 07	From March 08	From Sept 08
New Entrant	\$50,160.00	\$52,417.00	\$54,776.00	\$55,872.00	\$56,989.00
Bulk Stevedoring Operator Grade 1	\$64,268.00	\$67,160.00	\$70,182.00	\$71,586.00	\$73,018.00
Bulk Stevedoring Operator Grade 2	\$64,268.00	\$67,160.00	\$70,182.00	\$71,586.00	\$73,018.00
Bulk Stevedoring Operator Grade 3	\$67,925.00	\$70,982.00	\$74,176.00	\$75,660.00	\$77,173.00
Bulk Stevedoring Operator Grade 4	\$67,925.00	\$70,982.00	\$74,176.00	\$75,660.00	\$77,173.00
Wharf Labourer(Re-structured)	\$57,475.00	\$60,081.00	\$62,764.00	\$64,019.00	\$65,299.00

The superannuation rates will be indexed with wages rises.

The defined wage will be applied for the nominal term of this agreement The defined wage for Superannuation purposes is :

the defined wage will be calculated for the relevant classification by using the base rate for that classification and applying the appropriate Steel Industry shift allowances and weekend penalties as prescribed by the BlueScope Steel (AIS) Pty Ltd – Port Kembla Steelworks Employees Award 2004.

7 HOURS AND ROSTERING ARRANGEMENTS

7.1 12 Hour Shift Trial

By accepting this agreement the parties undertake to bring a closure to the trial within 6 months of the acceptance date.

7.2 Arrangement in the event that year overtime shifts is exceeded

The fixed roster pattern and the overtime levels have been agreed to in good faith and it is anticipated that they are adequate to fulfil the needs of the business. The intention of the parties is that no additional payments to be made above the annualised salary as outlined in Clause 6.

If the decision is that the additional work is to be performed by Bulk Berth employees, the following will be used to calculate additional payment beyond the annualised salary:

Employee to be paid at ordinary stevedoring hourly rate multiplied by the hours worked then inflated by 2.1761 the annualised salary factor.

e.g. Hours worked * \$Hourly rate * 2.1761 = \$Amount paid regardless of day or shift worked.

Employees will be paid for the actual hours worked as overtime. The

provisions of Clause 7.3 will not apply..

7.3 Alignment of Start & Pay Times

To simplify existing arrangements the parties shall align the shift start times to the hour as follows:

Day shift	0600 hours
Night shift	1800 hours

These times will be used in lieu of the start and finish times contained in the Steel Works Award for all purposes of the Steel Works Award including calculation of overtime hours.

On any day where an employee, through exceptional circumstances, is unable to remain at work in accordance with these provisions due to personal circumstances, the employee shall, at the earliest opportunity (and before the start of shift) advise the Team Leader of such unavailability.

The alignment of start times to the hours will not impact on the existing arrangements for hot seat changeovers.

7.4 Hot Seat changeover

Employees on the outgoing shift are to remain on-the-job until they are relieved by their nominated relief on the incoming crew.

Employees who may need to leave early need to gain permission from the Team Leader prior to leaving, and payment will be adjusted where appropriate.

Hot Seat changeover applies to crane drivers, hatchmen and the chutemen (when a chuteman is used). The changeover must occur at the place of work, i.e. on the crane cabins for the crane driver and the chuteman and on the ship for the hatchman.

7.5 Other Conditions of Employment

Subject to Clause 1.4 of this agreement, all other conditions of employment which are not addressed by this enterprise agreement relating to the Shipping Department employees, will continue to be prescribed by the BlueScope Steel (AIS) Pty Ltd – Port Kembla Steelworks Employees Award 2004, or any other Award that replaces or rescinds that award, other than those provisions as prescribed by clause 1.4 of this Agreement.

The following provisions of BlueScope Steel (AIS) Pty Ltd – Port Kembla Steelworks Employees Award 2004 shall apply subject to the amendment set out below:

7.5.1 Public Holidays [Clause 23 of the BlueScope Steel (AIS) Pty Ltd – Port Kembla Steelworks Employees award 2004]

Delete from Clause 23.1 “ordinary rates of pay under clause 6.1, Rates of Pay or clause 8, Special Rates (All Purpose), or the corresponding clause of a federal award, and the applicable bonus.” and insert in lieu “stevedoring employee’s ordinary hourly rate applicable to that employee under the terms of the ‘BlueScope Steel (AIS) Pty Ltd Port Kembla Bulk Operations Enterprise Agreement 2004’.”

7.5.2 Sick Leave[Clause 24 of the BlueScope Steel (AIS) Pty Ltd – Port Kembla Steelworks Employees award 2004]

Delete from subclause 24.1 “ordinary time rates of pay and applicable bonus payment”. Insert in its place “the stevedoring employee’s ordinary hourly rate applicable to that employee under the terms of the ‘BlueScope Steel (AIS) Pty Ltd Port Kembla Bulk Operations Enterprise Agreement 2004’.”

7.5.3 Jury Service[Clause 29 of the BlueScope Steel (AIS) Pty Ltd – Port Kembla Steelworks Employees award 2004]

Delete “his or her ordinary time rate of pay and applicable bonus for the period he or she would have worked had he or she not attended for jury service” and insert “the stevedoring employee’s ordinary hourly rate applicable to that employee under the terms of the ‘BlueScope Steel (AIS) Pty Ltd Port Kembla Bulk Operations Enterprise Agreement 2004’.”

7.5.4 Compassionate Leave[Clause 30 of the BlueScope Steel (AIS) Pty Ltd – Port Kembla Steelworks Employees award 2004]

- (a) Delete from Subclause 30.1 “without deduction from pay” and insert in its place “at the stevedoring employee’s ordinary hourly rate applicable to the employee under the terms of the ‘BlueScope Steel (AIS) Pty Ltd Port Kembla Bulk Operations Enterprise Agreement 2004’.”
- (b) Delete from subclause 30.1 “In addition to the ordinary time rate of pay, the employee will be paid the amount of over award or bonus he/she would have otherwise received during ordinary working hours.”

8 OPERATIONAL REQUIREMENTS

8.1 Operating Units

The number of persons required for each operating unit will take into account all operational and safety requirements for the discharging or the loading of the particular cargo at that time. This may change from time-to-time depending on the cargo being discharged or loaded and will not be used as a basis by either BlueScope or the AWU to pre-determine the number of employees required in other circumstances.

BlueScope will work on the following as the minimum required numbers for the operating units:

Number of Operating Units	Minimum Number of Employees	Plus Iron Chieftain
1	4	6
2	6	8
3	10	

It is noted that the crane associated with the Iron Chieftain is not counted as an operating unit in the left hand column of this table. During Iron Chieftain discharge operations there will be one employee and one relief assigned to that crane.

Operators who are undertaking relief roles are required to carry out other work as necessary while awaiting to relieve.

8.2 Rotation of Operators

Instances may arise from time-to-time which, for operational reasons, require the alteration of the rotation of operators through bulk berth functions. This is specifically with regard to meeting critical sailing times driven by tidal requirements on incoming vessels. Any such alteration will be made subject to consultation with employees affected.

9 TRAINING

Shipping Department employees must be able to demonstrate at times they are competent to perform critical functions and procedures. These functions and procedures are defined, are generally associated with risk of injuring people and will be subject to annual or as needs review of persons competency. Where necessary the company will provide the necessary training to give employees a reasonable opportunity to demonstrate competency.

Additionally, employees will need to have a full understanding of the industry; safety; the key processes involved in the Shipping Department; the customer's operations and requirements; Quality Processes; and other relevant issues. This has to be up-to-date and has to be up-dated as these requirements develop.

Training schedules have been developed and will continue throughout this enterprise agreement and beyond. These schedules assist people in progressing to either Grade 1, Grade 2, Grade 3 or Grade 4 status and the training will generally comprise on-the-job, classroom, familiarisation and certification training as required. Training in equipment knowledge, as well as equipment and component inspection, cleaning of equipment, surface preparation and painting will be provided as required.

Similarly, OHS&E is an important factor in our day-to-day work. As such, training will be provided to ensure relevant and up-dated knowledge on safe working practices and procedures as well as risk identification, prevention and management.

With the development of a new classification structure, an agreed criteria will be used for selection of operators to train and progress to the new Grade 2 or Grade 4 positions. This will be:

- identify a person with potential to train and to acquire the skills for the position
- identify whether a person has an appropriate literacy and numeracy standard or identify those people who have the ability to progress to this standard, and
- ensure the selection process is fair and provides an equal opportunity for all within the context of the requirements for the position.

Training for the Grade 1 and Grade 3 positions will be voluntary for those employees who were in the Shipping Department prior to the signing of the 1993 Enterprise Agreement. However, for those employees joining the department since that time, they will have to undergo training up to the Grade 3 level. Those employees who successfully apply for a Grade 2 or 4 position will have to undertake and successfully complete all the required training.

10 MISCELLANEOUS

10.1 Term

This agreement shall operate from the date of registration and operate until 17 March 2009.

11 Standards and Expectations

11.1 Behaviour

Employees will be held accountable for their own behaviour at work. Employees are required to conduct themselves in a professionally acceptable manner which is consistent with existing Company policies and standards. Key amongst these standards is the requirement to treat others with respect and act with integrity.

11.2 Company Policy and Legislation

You are required to adhere to Company Policy and relevant legislation, which may be varied from time to time. This includes, but is not limited to, the Alcohol and Other Drugs Policy, Equal Employment Opportunity policies, Harassment and Bullying policies, Attendance policy, Workers Compensation Act and all other company policies and other legal requirements.

11.3 Health, Safety and Environment

It is a condition of employment that employees comply with the Company's

health, safety and environment policies. Employees are expected at all times to work in a manner that ensures your health and safety and the health and safety of others. This includes the wearing of approved PPE at all times.

Employees are always encouraged to “take two” to think about safety. Employees safety and that of their workmates should always be a prime consideration. Any concerns about safety should be addressed in a professional and constructive manner with the employees supervisor.

Employees are required to undertake a minimum of 1 safety audit per month and report all injuries and incidents as soon as they occur.

Employees are required to demonstrate care for our environment by adhering to BlueScope procedures and practices.

11.4 Equipment Log Books

Where implemented by the Company employees will be required to accurately complete Equipment Log Books.

11.5 Duty Board

Employees will be required to complete and amend the Bulk Berth Duty Board or other such planning and scheduling tools as required by the company.

12 SIGNATURES

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


.....

this 17 day of FEB 2006

in the presence of


.....

Signed for and on behalf of
BLUESCOPE STEEL (AIS) PTY LTD
.....



this 17th day of Feb 2006

in the presence of


.....

Appendix 1 Penalty Arrangements

The following shift premiums apply when engaged on continuous shift operations:

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

Appendix 2 Dispute Avoidance Procedure Matrix

	4.4 DISPUTE AT JOB LEVEL			4.5 LACK OF RESOLUTION				4.6 FINAL RESOLUTION		
	Employee to consult with Supervisor	Supervisor response	Retain Status Quo	Work to continue as one off	Complete D.A.P. form	Notify official / manager	Manager response	Either party to notify IRC within 24 hrs	Resolve within 48 hrs or implement	Follow substantial change procedure
Safety	✓	Immediate	✓							
Substantial change	✓		✓			✓				✓
Minor change	✓	Next working shift	✓		✓	✓	Next working day	✓	✓	
Reasonable work request	✓	Immediate		✓	✓	✓	Next working day	✓	✓	
Existing Company policy	✓	Immediate		✓	✓	✓	Next working day	✓	✓	

Appendix 3 Dispute Avoidance Procedure Form BB001

STEP 1. DESCRIPTION OF ISSUE: _____

NAME & SIGNATURE OF ORIGINATOR: _____ **DATE:** ___/___/___

ACTION TAKEN (by end of next working day's corresponding shift): _____

_____ **DATE:** ___/___/___

SUPERVISOR: _____ **TIME:** _____ am/pm

STEP 2. REFERRED TO DEPARTMENT MANAGER

ACTION TAKEN: _____

_____ **DATE:** ___/___/___

DEPARTMENT MANAGER: _____ **TIME:** _____ am/pm

OPTIONAL – REFERRED TO UNION

ACTION TAKEN: _____

_____ **DATE:** ___/___/___

UNION OFFICIAL / DELEGATE: _____ **TIME:** _____ am/pm

STEP 3. ACTIONS COMPLETED – ISSUE RESOLVED – TO BE SIGNED OFF AS REQUIRED

ORIGINATOR: _____ **DATE:** ___/___/___

SUPERVISOR/ DEPT MGR/ MANAGER: _____ **DATE:** ___/___/___

UNION OFFICIAL / DELEGATE: _____ **DATE:** ___/___/___

TITLE: DIVING OPERATIONS DIVISIONAL PROCEDURE

PREPARED : David Brinson
 CHECKED : Bruce Latham
 REGN : HH

AUTHORISATION:

MANAGER SAFETY, HEALTH & RISK

Summary of changes

- A check on Training & Medical requirements for industrial divers
- Removal of the divisional register of contaminated dive sites. Now up to departments to maintain procedures in their own document control systems
- Authorities & Accountabilities included

1.0 PURPOSE

The purpose of this document is to detail procedures and precautions necessary for entry by commercially contracted divers into waters either within BlueScope Steel PKSW, or where hazards may have been introduced to a diving area by a BlueScope Steel PKSW process.

2.0 SCOPE

This procedure is to be used by BlueScope Steel Industrial Markets personnel supervising contracted commercial divers who are required to enter waters at PKSW for the purpose of inspection, recovery, cleaning, adjustment, repair or other work as required to be performed underwater and as written in a formal work order.

The method of training in this document is "Self Instruction".

3.0 REFERENCES

AS/NZS 2299.1 - 1999	Occupational Diving operations – Standard Operational Practice
AS 2815 - 1992	Training and Certification of Occupational Divers
AS 2865 - 2005	Safe Working in a Confined Space
AS 2030.1 - 1999	The verification, filling, inspection testing and maintenance of cylinders for storage and transport of compressed gases.
DIV-OHS-01-11	Isolation Regulations
DIV-OHS-06-101	Confined Spaces Procedure
DIV-OHS-06-206	Authority to Work System

REVISION No. : 2
 ISSUED : February 2006

REFERENCE:
 Business Centre

DIV-OHS-06-202
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