

REGISTER OF
ENTERPRISE AGREEMENTS

Registered
Enterprise Agreement
Industrial Registrar

ENTERPRISE AGREEMENT NO EA97/207

TITLE: The Shipping Department Employees, BHP Steel (AIS) Pty Ltd
Enterprise Agreement

I.R.C. NO: 97/6087

DATE APPROVED/COMMENCEMENT: 18 November 1997 and commenced from the first pay period on or after 18 November 1997

TERM: Expires 6 August 1999

**NEW AGREEMENT OR
VARIATION:** New. Replaces EA 55/96

GAZETTAL REFERENCE:

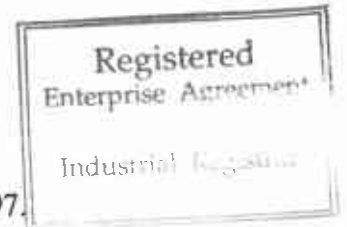
DATE TERMINATED:

NUMBER OF PAGES: 24

COVERAGE/DESCRIPTION OF

EMPLOYEES: Stevedoring employees in (1) The Products Berths in the classifications New Entrant, Product Stevedoring Operator Grade 1 to Grade 3 and Luffing Crane Driver (Re-structured) and (2) The Bulk Berths in the classifications New Entrant, Bulk Stevedoring Operator Grade 1 to Grade 3, Wharf Labourer (Re-structured), Ore Unloader Driver (Re-structured)

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



ENTERPRISE AGREEMENT made the day of 1997.

BETWEEN

(1) BHP Steel (AIS) Pty. Ltd. (The Company)

(2) The Australian Workers' Union , New South Wales (The AWU)

1. **ENTERPRISE AGREEMENT**

This is an enterprise agreement made pursuant to Part 2. Enterprise Agreements, of Chapter 2. Employment, of the Industrial Relations Act 1996 NSW.

2. **TITLE**

This agreement shall be known as "The Shipping Department Employees, BHP Steel (AIS) Pty. Ltd., Enterprise Agreement."

3. **ARRANGEMENT**

- Clause 1 - Enterprise Agreement
- Clause 2 - Title
- Clause 3 - Arrangement
- Clause 4 - Objectives
- Clause 5 - Parties to the Agreement
- Clause 6 - The Enterprise
- Clause 7 - Occupations or Trades
- Clause 8 - Definitions
- Clause 9 - Wages and Shift Penalties
- Clause 10 - Duties
- Clause 11 - Transfer of employees between the Products Berths and Bulk Berths
- Clause 12 - Reversion to day shift
- Clause 13 - Flexible Shift Relief Arrangements
- Clause 14 - Operational Arrangements - Products Berths
- Clause 15 - Operational Arrangements - Bulk Berths
- Clause 16 - Training
- Clause 17 - Social Policy
- Clause 18 - Other Conditions of Employment
- Clause 19 - Bulk Discharge Operations
- Clause 20 - Sucker/Sweeper Operation
- Clause 21 - Agreement Not Entered into Under Duress
- Clause 22 - Area Incidence & Duration
- Appendix 1 - Matters agreed in correspondence of 10 August 1995.
- Appendix 2 - Job Redesign



4. OBJECTIVES

This agreement shall continue to facilitate the development of a work environment in the Shipping Department which will encourage and support a very skilled and committed workforce. Teamwork, co-operation, full flexibility, effective work arrangements and employee development are priorities in achieving the Shipping Department's ongoing and sustainable business objectives.

5. PARTIES TO THE AGREEMENT

The parties to this agreement are the Company, the Port Kembla Shipping Department employees and the AWU-FIME Amalgamated Union, New South Wales.

6. THE ENTERPRISE

This Enterprise Agreement is made for the Company's enterprise at the Shipping Department of the Company's Integrated Steel Division (Port Kembla) Steelworks (the Port Kembla Steelworks).

7. OCCUPATIONS OR TRADES

The occupations or trades to which this enterprise agreement relates are those employees of the Company, at the enterprise named in Clause 6 above, who are employed as Stevedoring Employees in a classification set out in Clause 8 and 9.

8. DEFINITIONS

Stevedoring employee: is an employee of the Shipping Department employed in a classification set out in Clause 9 below.

9. WAGES AND SHIFT PENALTIES

(a) Upon registration of the agreement, the ordinary weekly and hourly wage rates for each classification shall be as follows:

Products Berths

Classification	Ordinary Rates Applicable upon registration		Ordinary rates applicable from first full pay period beginning on or after 6 August, 1998.	
	Per Week	Per Hour	Per Week	Per Hour
New Entrant	\$548.00	\$14.4211	\$575.40	\$15.1421
Product Stevedoring Operator Grade 1	\$648.50	\$17.0658	\$680.90	\$17.9184
Product Stevedoring Operator Grade 2	\$701.20	\$18.4526	\$736.30	\$19.3763
Product Stevedoring Operator Grade 3	\$722.70	\$19.0184	\$758.80	\$19.9684
Luffing Crane Driver (Re-structured)	\$674.80	\$17.7579	\$708.50	\$18.6447

Bulk Berths

Classification	Ordinary Rates Applicable upon registration		Ordinary rates applicable from first full pay period beginning on or after 6 August, 1998.	
	Per Week	Per Hour	Per Week	Per Hour
New Entrant	\$548.00	\$14.4211	\$575.40	\$15.1421
Bulk Stevedoring Operator Grade 1	\$648.50	\$17.0658	\$680.90	\$17.9184
Bulk Stevedoring Operator Grade 2	\$701.20	\$18.4526	\$736.30	\$19.3763
Bulk Stevedoring Operator Grade 3	\$722.70	\$19.0184	\$758.80	\$19.9684
Wharf Labourer (Re-structured)	\$602.00	\$15.8421	\$632.10	\$16.6342
Ore Unloader Driver (Re-structured)	\$674.80	\$17.7579	\$708.50	\$18.6447

(b) Shipping Department employees in the above classifications shall be paid for hours worked at the employee's ordinary hourly rate.

(c) The rates set out in this clause include an amount for the Basic Wage of \$121.40 per 38 hour week



(d) Shipping Department employees, when engaged on continuous shift operations, shall be paid the following shift premiums:

- (i) on ordinary day shifts, Monday-to-Friday - the ordinary stevedoring hourly rate
- (ii) on ordinary afternoon shifts, Monday-to-Friday - the ordinary stevedoring hourly rate plus 50 per cent
- (iii) on ordinary night shifts, Monday-to-Friday - the ordinary stevedoring hourly rate plus 100 per cent
- (iv) on ordinary Saturday shifts - the ordinary stevedoring hourly rate plus 100 per cent
- (v) on ordinary Sunday shifts - the ordinary stevedoring hourly rate plus 150 per cent
- (vi) on day and afternoon shifts on a Public Holiday - the ordinary stevedoring hourly rate plus 150 per cent
- (vii) on night shift on Public Holidays - the ordinary stevedoring hourly rate plus 200 per cent
- (viii) where an employee is required to work two consecutive shifts, the employee shall be paid for the second shift at the ordinary rate in addition to the rate appropriate for the additional shift worked except on those shifts falling wholly between 11:20pm Friday and 11:20pm Sunday and all shifts on Public Holidays where the second shift shall be paid at half the ordinary rate in addition to the rate appropriate for the additional shift worked.
- (ix) for all time worked by an employee which is not continuous with a shift during which the employee's ordinary hours of work are performed, the rate of pay shall be twice the ordinary rate for shifts falling wholly between 11:20pm Sunday and 11:20pm Saturday, 2 1/2 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.

(e) The rates set out in this clause shall be in lieu of any monetary entitlements under the following provisions of the "Iron and Steel Works Employees (Australian Iron & Steel Pty. Ltd. - Port Kembla) Award" (the Steel Works Award):

- (i) Clause 1 Basic Wage
- (ii) Clause 2 Rates of Pay
- (iii) Clause 4 Mixed Functions
- (iv) Clause 7 Shift Work Allowance for Shift Workers
- (v) Clause 9 Sunday Rates for Shift Workers
- (vi) Clause 10 Night Work for other than Shift Workers
- (vii) Clause 13 Overtime
- (viii) Clause 16 Sunday and Holiday Rates

(f) Employees working in classifications set out Clause 9, 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 (AIS) Pty Ltd or members of the Maritime Union of Australia where that scheme forms part of an enterprise agreement. Shipping department employees covered by this enterprise agreement are not entitled to any payment under the “BHP Steel (AIS) Pty Ltd., Port Kembla Lump Sum Payments Scheme Award, 1994”, or any scheme or award that replaces it.

10. DUTIES

The duties of Shipping Department employees in the following classifications shall include, but not be limited to, the following:



A. PRODUCTS BERTHS

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 Stevedoring Operator Grade 1. After three months, this person will be classified as a Product Stevedoring Operator Grade 1 however the New Entrant will be required to gain all certificates and requirements applicable to the Product Berths 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 Product Stevedoring Operator Grade 2. 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 being transferred back to their original department.

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

Product Stevedoring Operator Grade 1

A Product Stevedoring Operator Grade 1 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. 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.

Product Stevedoring Operator Grade 2

A Product Stevedoring Operator Grade 2 is capable and available to perform all duties associated with crane driving as well as those skills learnt as a New Entrant and as a Product Stevedoring Operator Grade 1. 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.

Product Stevedoring Operator Grade 3

A Product Stevedoring Operator Grade 3 will be capable and available to perform all Products Berths duties including peripheral supervisory tasks. In addition, the Grade 3 operator shall, by discussion with the Shift Co-ordinator, assist in the planning and co-ordinating of the work to be performed during the shift. 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.

Luffing Crane Driver (Re-structured)

A Luffing Crane Driver (Re-structured) is capable and available to perform all duties of the Product Stevedoring Operator Grade 2 with the exception of wharf recording duties. 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 the implementation of the re-structured classifications and who, as a result of this re-structuring, declined involvement in the new classification structure. This position is not applicable to employees who have come to the department since 1992.

B. BULK BERTHS

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 be classified as a Bulk Stevedoring Operator Grade 1 however the New Entrant will be required to gain all certificates and requirements applicable to the Bulk Berths 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 2. 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 being transferred back to their original department.

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

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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 as well as all Bulk Stevedoring tasks with the exception of ore-unloader driving and coal-and-coke loader 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.

Bulk Stevedoring Operator Grade 2

A Bulk Stevedoring Operator Grade 2 is available and capable to perform all duties associated with the ore unloader and coal-and-coke loader 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.

Bulk Stevedoring Operator Grade 3

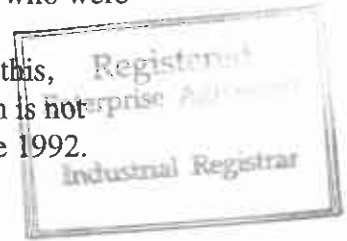
A Bulk Stevedoring Operator Grade 3 will be capable and available to perform all Bulk Berths duties including peripheral supervisory tasks. In addition the Grade 3 shall, by discussion with the Shift Co-ordinator, assist in the planning and co-ordinating of the work to be performed during the shift. 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.

Wharf Labourer (Re-structured)

A person employed as a Wharf Labourer (Re-structured) shall undertake all duties previously associated with wharf recording as well as additional duties as rough oxy-cutting; surface preparation and painting; jack-hammering; and other duties as required. This does not include front-end loader driving. 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.



Ore-unloader Driver (Re-structured)

An Ore-unloader Driver (Re-structured) shall undertake all duties associated with the Bulk Stevedoring Operator Grade 2 with the exception of front-end loader driving. 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 Ore-unloader Driver, 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.

(NBi) An operator who commenced employment with the Shipping Department after the commencement of the operation of the "Shipping Department Employees (Australian Iron & Steel Pty Ltd - Port Kembla) Enterprise Agreement, that is a New Entrant, shall not be classified into the classifications of Luffing Crane Driver (Re-structured); Wharf Recorder (Re-structured); and Ore-unloader (Re-structured).

(NBii) New Entrants must reach the levels of competence described in this clause.

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



11. TRANSFER OF EMPLOYEES BETWEEN THE PRODUCTS BERTHS AND BULK BERTHS

Shipping Department operations are subject to the vagaries of shipping movements, steel plant operations and other events. During periods when there is no ship at a berth where an employee or employees work, productive work needs to be found. to meet this requirement, and to facilitate the most effective use of people and resources during these periods, the Company may, as it considers necessary, transfer employees between the Products Berths and the Bulk Berths. The following shall apply:

- (a) when there is not a vessel stevedoring at the Products Berths, the Company shall have the right to transfer employees from the Products Berths to the Bulk Berths.
- (b) when there is not a vessel stevedoring at the Bulk Berths, the Company shall have the right to transfer employees from the Bulk Berths to the Products Berths.
- (c) when the Company transfers an employee to a berth other than the normal berth at which the employee is based, the employee may be required to perform the following duties:
 - (i) Bulk Berth employees transferring to the Products Berths - may perform stacking, wharf cleaning or gardening or other work that is incidental to the operation of cranes. These employees will not be required to drive cranes, or act as wharf recorders, whilst suitably trained luffing crane drivers and wharf recorders are available on that shift.
 - (ii) Products Berths employees transferring to the Bulk Berths - may perform, for example, hatch trimming, wharf cleaning to clean up cargoes in the holds and on the decks of ships and on the berths, and mooring and un-mooring duties.

In addition to the above, these employees shall be required to perform other work incidental to the operation of the cranes; to clean out service tunnels, conveyor motor rooms, cranes, behind F65 and F17 conveyors, back along the long-travel tracks of the ore-unloaders; and other general clean-up work on the Bulk Berths. These employees will not be required to drive front-end loader or ore-unloaders whilst suitably trained front-end loader drivers and ore-unloader drivers are available on that shift.

- (d) In addition to the above, employees referred to above may be required to perform other cleaning work within the Shipping Department which is associated with, for example, car parks, gardens, etc. This is until all useful work has been exhausted.

12. REVERSION TO DAY SHIFT

The Company shall not revert stevedoring employees to day shift unless a substantial and/or "significant break in shipping" is to occur at the Products Berths or Bulk Berths. Prior to reverting employees to day shift, discussions will be held with affected parties.

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13. FLEXIBLE SHIFT ARRANGEMENTS

(a) In order to ensure continuity of operations at the change of shifts, on a consistent basis, a review of the current flexible shift arrangements will be carried out.

In consultation with employees this review will focus on critical functions, ie. unloader driving and front end-loader driving. Any outcome will be introduced by agreement.

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

(c) The Steelworks Award shift starting and finishing times of 7:20am, 3:20pm and 11:20pm (Clause 6, Hours of Duty of that award) remain un-changed for all purposes of the Steel Works Award (including overtime).

(d) Overtime on the above (Clause 13a, 13b and 13c) will be paid from the normal shift finishing time.(See 13c above)

(e) Late arrivals are to be docked as from the normal shift starting time.(See 13c above)



14. OPERATIONAL ARRANGEMENTS - PRODUCTS BERTHS

(a) Employees to be replaced on overtime only when required

The Company will only replace employees by overtime when it is required. In making a decision to replace a person with another employee on overtime, the Company will take into account such factors as:

- the number of cranes required to operate,
- whether stacking is being carried out, and,
- whether there will be a requirement for tying-up or letting-go of a ship.

Should employees consider that labour is required to be replaced, then discussions are to be held with the Shift Co-ordinator on a case by case basis. Should disagreement arise, the matter will be dealt with in accordance with the Dispute Settling Procedure.

(b) Wharf Recording Duties

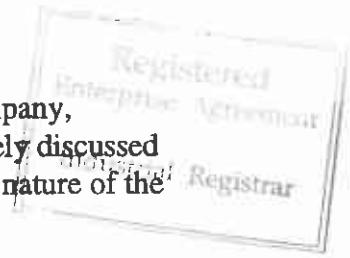
When flat iron is being stevedored, only two employees are required to perform wharf recording duties except in circumstances where stacking is being performed during MUA members' meal breaks. Under these circumstances, three employees may be used.

(c) Retention of Rate

Shipping Department employees who were classified as "Leading Hand Luffing Crane Driver" or "Leading hand Wharf Recorder" shall be subject to the general provisions of Clause 27C, Retention of Rate of the Steelworks Award.

15. OPERATIONAL ARRANGEMENTS - BULK BERTHS

Crew sizes have previously been subject to discussion between the Company, employees and the AWU. Any further proposals for change will genuinely discussed between all parties, using the consultative processes available, once the nature of the changes are relatively clear.



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 the Company or the AWU to pre-determine the number of employees required in other circumstances.

The Company 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	
4	14	

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.

On confirmation that the Coal and Coke Loader is not to be rebuilt a review of manning requirements will be undertaken in consultation with employees.

16. TRAINING

Shipping Department employees 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 or Grade 2 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.

Although the Grade 3 position has yet to be developed, it will require a comprehensive selection process to select the job holders and these people will require relatively extensive training. The selection criteria shall comprise an agreed procedure to:

- 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.

The parties envisage a limited number of positions being required for the Product Stevedoring Operator Grade 3 and the Bulk Stevedoring Operator Grade 3.

Training for the Grade 1 and Grade 2 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 2 level. Those employees who successfully apply for a Grade 3 position will have to undertake all the required training.

17. SOCIAL POLICY

For those employees who previously chose not to participate in re-structuring, they will continue to be accommodated in a similar capacity to which they are currently employed. However, if they genuinely wish to participate in the new classification structure the Company will try to accommodate this.

18. OTHER CONDITIONS OF EMPLOYMENT

(a) Subject to Clause 9(e) and 9(f) of this agreement, and subject to sub-clause (b) of this clause, 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 Steelworks Award.

(b) The following provisions of the Steelworks Award shall apply subject to the amendments set out below:

(i) Clause 15, Holidays

(A) Delete from Clause 15(1) "ordinary rates of pay under clause 2, Rates of Pay or subclause (i), Adult employees,(ii) Large Power Houses, and (iia) Ship Repairing and (iii) Leading hands, of clause 2(A), Additional Classifications and Certain Conditions in regard thereto, of this award, or the corresponding clause of a federal award and at a bonus rate calculated in accordance with subclause (iii) of this clause" and insert in lieu "stevedoring employee's ordinary hourly rate applicable to that employee under the terms of 'The Shipping Department Employees, BHP Steel (AIS) Pty Ltd, Enterprise Agreement'".

(B) Delete subclause (iii),

(ii) Clause 21, Sick Pay

Delete from subclause 21(1) "ordinary time rates of pay in addition the bonus payments which would have been payable if he had attended for duty".
Insert in its place "the stevedoring employee's ordinary hourly rate applicable to that employee under the terms of 'The Shipping Department Employees, BHP Steel (AIS) Pty Ltd., Enterprise Agreement'".



(iii) Clause 25, Jury Service

Delete "his ordinary time rate of pay together with the bonus which would have been payable in respect of the ordinary time he would have worked had he not attended for jury service" and insert "the stevedoring employee's ordinary hourly rate applicable to that employee under the terms of 'The Shipping Department Employees, BHP Steel (AIS) Pty Ltd, Enterprise Agreement'".

(iv) Clause 26, Compassionate Leave

(A) Delete "without deduction from ordinary wages" and insert in its place "at the stevedoring employee's ordinary hourly rate applicable to the employee under the terms of 'The Shipping Department Employees, BHP Steel (AIS) Pty Ltd, Enterprise Agreement'".

(B) Delete "in addition to his ordinary time work rate of pay, he shall be paid the amount of bonus he would have otherwise received during ordinary working hours".

19. BULK DISCHARGE OPERATIONS

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 and agreement with employees affected.

In consultation with employees a review of No.2 Bulk Berth discharge capability is to be conducted with the view of maximising No.3 Unloader discharge efficiency and front-endloader trimming operations. Any outcome reached by the parties will be implemented by agreement.

20. SUCKER/SWEEPER OPERATION

The Company will make available, subject to ongoing safety, efficiency and cost considerations, sucker/sweeper equipment.

Employees agree to use the equipment to its full range of capabilities, including vacuuming and sweeping on the berths.

Through a process of consultation and agreement, the use of the sucker/sweeper in holds may be explored.



21. AGREEMENT NOT ENTERED INTO UNDER DURESS

None of the parties has entered into this enterprise agreement under duress from one of the other parties.

22. AREA, INCIDENCE & DURATION

(a) This Enterprise Agreement shall apply to employees as defined in Clause 8 and 9 (above) who are employed by the Company at the Shipping Department of the Company's Port Kembla Steelworks.

(b) The AWU agrees that it shall not in future seek to extend the provisions of this agreement (or any other award or agreement varying or replacing it) to employees other than Port Kembla Shipping Department employees nor shall the Union rely on this Agreement (or any agreement or award varying or replacing it) as a precedent in support of claims for increased rates of pay or other benefits for employees other than Shipping Department Port Kembla stevedoring employees.

(c) There are to be no further claims for increased rates of pay for the term of this Agreement.

(d) This agreement replaces the former Enterprise Agreement (EA55/96) registered on 19 February 1996.

(e) This agreement shall take effect from the beginning of the first full pay period beginning on or after [date of approval] and shall remain in force for a period until 6 August 1999 (the nominal term).

Signed for and on behalf of BHP Steel (AIS) Pty Ltd


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Date: 13/10/97

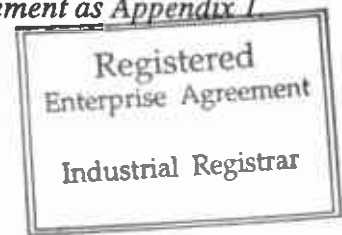
Signed for and on behalf of The Australian Workers' Union, New South Wales

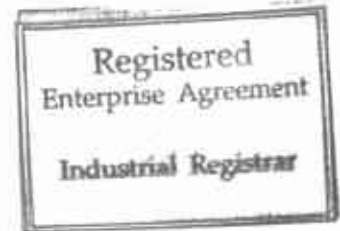

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Date: 13/10/97

APPENDIX 1.

Letter to Union of 10 August 1995 will be appended to the agreement as Appendix 1





10 August 1995

To: Mr. Andy Gillespie
Assistant Branch Secretary
AWU-FIMEE Amalgamated Union
South Coast District & Port Kembla Branch

Subject: Shipping Department - EBA Discussions - Advice(5) to AWU-FIMEE -
WITHOUT PREJUDICE - 10 August, 1995.

Dear Sir,

With reference to our last EBA meeting on Friday, 28 July 1995; the subsequent stop-work meeting on Monday, 31 July, 1995; and our meeting of later in the morning of 31 July, the Company wishes to finalise the agreed positions within this document.

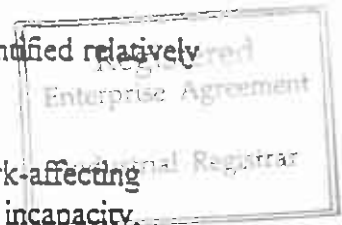
Particulars of the agreed Company Value Items, to be part of the Agreement, are the following:

OH&S&R INITIATIVES (Commitment to and active participation in)

1. Joint Safety Audits - employees should be committed to the concept of joint safety audits and be prepared to undertake reasonable, relevant training as well as participating in the audits. These audits will be managed through the OH&S Committee and will be wide ranging in trying to minimise risks to employees.
2. Minimum Position Health Standards - there should be genuine commitment by all parties to the establishment of Minimum Position Health Standards for each operating position. This is to primarily assist all parties in ensuring that employees are neither a danger to themselves or their workmates.

These health standards can be determined within the OH&S Committee framework. The Company's principle concern is that employees are not a danger to themselves, and their

workmates, and that any incapacities that could affect work are identified relatively early.



The Company does not want to know the specific nature of any work-affecting incapacity, nor do we want to know about any non work-affecting incapacity. Agreement can be reached whereby the nature of the incapacity is kept confidential between the employee and the doctor of their choice.

- 3 Risk Assessment - there should be genuine commitment to, and participation in, the process of identifying, assessing and fixing up workplace risks.
4. Sucker/Sweeper operation - as well as sweeping, vacuuming is to be done with these machines. The Company's aim is to use these machines for their total purpose on the berths.

Use of a Sucker/Sweeper machine in the hatches will be determined through the consultative process.

5. Linesman at No. 2 Products Berth and the Ro-Ro - it is the Company's intention to pursue the same method of tying and untying a ship to what currently occurs at the discharge berths.
6. On-going Technological Change and Process Change - commitment to the introduction of appropriate new technology and process improvements. The Company is seeking genuine commitment to change.

We need to support our major customers needs by undertaking on-going business improvements. These may mean a change of technology or a change to how we do things (process changes).

The projects currently on the agenda are: (a) the Vibro-feeders automation, (b) The Raw Materials Handling Department expansion, (c) Bar-coding and the implementation of new position descriptions and related functions (d) genuine participation in Small Group Activities where mutual agreement is reached.

There are other projects such as the operations of the yet-to-be-constructed No 2 Products Berth Warehouse (these discussions should be linked to discussions on the manning of the Ro-Ro) that need to be considered as well.

There may be other technology or process changes, of a similar or different nature, in the future.

The above is subject to the nature of the changes being clear to all affected parties.

7. Tying up and letting go - the Company wishes to remove the need to always have two Products Berths employees assist in tying up or letting go a ship at the No. 1 Products Berth. These functions can be done by appropriately trained Shipping Department employees regardless of where they normally work.

8. Grab Damage - the Company is seeking commitment and assistance in finding ways to reduce Grab Damage. This includes the implementation of methods to reduce Grab Damage.

9. Lifting Gear - the company believes that employees should record, as well as inspect, the condition of all lifting gear and associated equipment.

The Company wishes to have the operator inspect the lifting gear and to fill out a report. The report is to be filled out by the operator who will then pass it onto the Shift Co-ordinator who will then sign-off and authorise any required work

This is subject to the appropriate training being made available for the employees. Available is an appropriate training course for those people that require it.

10. Front-end Loader/Forklift emission testing - emission testing of Shipping mobile equipment on a shift-by-shift basis is to be done by the operators.

11. Transfer of people whilst a vessel is at a berth - the Company needs the ability to transfer surplus employees for the purposes of training. This means that employees can be moved on the berth (which includes the Shipping Department offices) for the purposes of all types of training.

12. Cleaning Duties - whilst there is no vessel at the berth, agreement is maintained that a surplus employee will be used to cover amenities cleaning.

13. Environmental improvement - commitment to, and adherence to, on-going environment improvements eg Save-all implementation.

TRAINING & DEVELOPMENT

14. Use of acquired skills - continued commitment to the principle of " using acquired skills, as requested, on-the-job". This includes full rotation of competent operators, in all functions, on the Bulk Berths and the Products Berths.

The aim of this 'full use of skills as requested' is to ensure best business outcomes by using and maintaining the skills of our operators to the best advantage of our operations and our customer.

The nature of rotation may vary according to changing business needs. This is at all times subject to the Shift Co-ordinator following the available consultative process, with the affected operators, prior to the changes.

15. Standard Operating Procedures - Commitment to the on-going design, refinement, implementation and continued use of Standard Operating Procedures.



16. Grade 2 and Grade 3 - continued commitment to consolidating the Grade 2 functions by way of continued, ongoing rotation (see 14. above) and commitment to developing and implementing a Grade 3 position.

Registered
Enterprise Agreement
Industrial Registrar

GENERAL ISSUES

17. Continuous Operations - as the cranes are our key operating units, the Company requires commitment to maintaining continuous crane operations during the following:
- change of shifts,
 - change of drivers,
 - meal, shower and other breaks.

The above represent items of value to the Company. The Company is prepared to offer the following amount as a Settlement of this claim:

- a. a two year term
- b. 6% paid on the first full pay period after a joint Company/Union presentation is made to all employees (NB the Agreement must first be ratified by the IRC of NSW before any payments are made)
- c. 4% paid on the first full pay fortnight 12 months after the initial 6% payment was made (see b. above). This is after a formal joint assessment has been made by the Company and the union outlining the achievements that have been made in the first 12 months of this new Enterprise Agreement. This assessment is to be done in the last month of the first year of this new Agreement. A joint summary should then be distributed to all employees.
- d. No extra claims for the life of the Agreement.
- e. There is no entitlement to payments arising from a Lump Sum Payment Scheme (LSPS), productivity, gain-sharing or other similar type scheme, for the life of the Agreement.

The Company is not willing to offer a Productivity Scheme. The Company believes that the original agreement to specifically exclude any form of productivity scheme is appropriate. I refer to the current Enterprise Agreement that outlines future wage increases (pages 1 & 2):

"In addition Shipping Department Employees will 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 Slab & Plate Products or members of the Waterside Workers Federation where that scheme forms part of an Enterprise Based Agreement (EBA). "

The Company is satisfied that agreement was able to be reached with the minimum of dislocation and looks forward to a fruitful two years for the Shipping Department at Port Kembla.

We will now take expedited steps to have this matter brought before the Commissioner for Enterprise Agreements as soon as possible. We will keep in touch with you regarding the logistics surrounding this process.

Yours faithfully,

A handwritten signature in black ink, appearing to be 'H. Sinko', with a horizontal line extending to the right.

H. Sinko
Shipping Superintendent - Port Kembla

APPENDIX 2 JOB REDESIGN

In order to support this agreement and help to achieve other aspirations of our industry and employees/unions, there is a need to work together during 1997,98,99 to remove remaining barriers to full achievement of "world best" teamworking practices in our workplace.



Past improvements have led to more co-operative relationships and improved efficiency. There is an urgent need for widespread redesign of workplace arrangements to maximise efficiency through teamworking.

A comprehensive redesign of work arrangements (eg roles/responsibilities, roster patterns, working relationships and remuneration systems) will deliver benefits to the Company and employees.

The Company will benefit from improved business performance due to full employee involvement in business improvement (eg reducing costs, improving productivity, quality etc).

This will allow employees to benefit from greater involvement in determining workplace practices, increased job satisfaction through changed roles and responsibilities and more attractive rosters.

Extensive involvement of all employees will be required. These broad discussions will not involve resorting to industrial action or arbitration. Union officials will be involved in this initiative and participate in discussions as appropriate.

Award related concepts for consideration as part of a work redesign include:

- a) Greater Income Protection - Paid leave (sickness or other) not restricted to award-pay to continue on discretionary basis where workforce accepts need to achieve low (staff type) absence levels.
- b) Alternative methods of rostering to achieve improved leisure time for employees and work efficiencies subject to an effective system for measuring better performance in safety and work arrangements.
- c) Demarcation criteria - what is "legal, logical, safe and efficient" thereby ending traditional demarcations.
- d) Alternative remuneration systems such as annualised salaries - to provide employees with income stability and encourage efficient work practices. Pay adjustment arrangements to provide regular increases reflecting market movements, team and other performance.

In order for these discussions to be effective they will need to be entered into voluntarily and without boundaries as to what can be discussed.

The Company and Union will establish a steering committee to maintain an overview of work redesign. The Committee's role will include:

- ensuring that redesign team is adequately resourced
- establishing and maintaining any necessary work redesign guidelines
- reviewing work redesign outcomes to ensure that business and employee objectives are met
- establish and monitor a timetable for implementation of work redesign.

It is agreed that individual changes to conditions will not ordinarily proceed outside of a comprehensive work redesign.

