

# ENTERPRISE AGREEMENT

NO: E.A. 325 /1996

DATE REGISTERED: 22-11-96

PRICE: \$ 86 - 00

**THE BROKEN HILL PROPRIETARY COMPANY LIMITED**  
(the "Company")

and

**THE AWU - FIME AMALGAMATED UNION (NEW SOUTH WALES  
BRANCH)**  
(the "Union")

**THE BHP STEEL LONG PRODUCTS DIVISION  
ORE BERTH OPERATORS ENTERPRISE AGREEMENT**

ENTERPRISE AGREEMENT made the ..... day of .....1996

BETWEEN

- (1) THE BROKEN HILL PROPRIETARY COMPANY LIMITED (the "Company")
- (2) THE AWU-FIME AMALGAMATED UNION (NEW SOUTH WALES BRANCH)(the "Union");

### 1. ENTERPRISE AGREEMENT

This is an Enterprise Agreement made pursuant to Division 2 - Enterprise Agreements of Part 3 - Awards and Agreement Generally of Chapter 2 - Conditions of Employment of the New South Wales Industrial Relations Act 1991.

### 2. TITLE

This Enterprise Agreement shall be entitled "The BHP Steel Long Products Division Ore Berth Operators Enterprise Agreement".

### 3. ARRANGEMENT

Clause 1	-	Enterprise Agreement
Clause 2	-	Title
Clause 3	-	Arrangement
Clause 4	-	Objectives
Clause 5	-	Occupational Health and Safety
Clause 6	-	Communication and Consultation
Clause 7	-	Quality Assurance
Clause 8	-	Restructuring / Structural Efficiency
Clause 9	-	Parties
Clause 10	-	Enterprise
Clause 11	-	Trades or Occupations
Clause 12	-	Definitions
Clause 13	-	Remuneration
Clause 14	-	Duties
Clause 15	-	Other Conditions of Employment
Clause 16	-	Agreement Not Entered into under Duress
Clause 17	-	No Extra Claims
Clause 18	-	Area, Incidence and Duration

#### **4. OBJECTIVES**

This primary objective of this agreement upon implementation, is to ensure that the Company and its employees at the Ore Berth Operations in Newcastle provide a quality loading and discharge service that is responsive to the requirements of the customer and is characterised by improving safety, efficiency, reliability, flexibility, quality, cost effectiveness and productivity, thereby enhancing the competitive position of the BHP Group's activities.

This agreement shall facilitate the creation of a work environment on the Ore Berth which will encourage and support a highly skilled and committed workforce where teamwork, co-operation, full flexibility, effective work arrangements and employee development are priorities in achieving the department's business objectives.

#### **5. OCCUPATIONAL HEALTH AND SAFETY**

The parties are committed to:

- Preventing illness and injury by providing a safe and healthy working environment;
- Preventing unsafe acts and damage to property;
- Carrying out work recognising that safety is essential to achieve operating and business objectives;
- Recognising that safety is the responsibility of management and all employees;
- Improving the safety of work practices in all workplaces;
- Creating interest in and enthusiasm for safety and to develop personal responsibility for safety;

The purpose of this is to:

- Prevent all injuries to personnel, unsafe acts, and damage to property;
- Protect all personnel from needless suffering and hardship;
- Demonstrate by the safety record that the business is operating responsibly and successfully;
- Undertake duties in a safe manner in the belief that a safe operation will also be an efficient operation;

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

To be effective, the commitment 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.

## **6. COMMUNICATION AND CONSULTATION**

Effective communication and consultation is essential in promoting a successful operation.

The Ore Berth Consultative Committee shall oversee the effective implementation of this Agreement to ensure that the respective obligations of the parties are applied. If necessary, discussions may be held with delegates and shift crews.

## **7. QUALITY ASSURANCE**

Employees have and will continue to participate in the implementation of quality assurance consistent with the Company's commitment to involve employees in the development of customer focussed management systems.

## **8. RESTRUCTURING / STRUCTURAL EFFICIENCY**

- (a) The parties agree to the continuing implementation of a workplace restructuring programme that is consistent with the Structural Efficiency Principles as laid down by the 1988 and 1991 State Wage Case Decision.
- (b) The terms agreed for Workplace Restructuring are contained in the "Blast Furnace and Sintering Ore Berth Restructuring Document", which is attached as Schedule 1 to this Agreement.

## **9. PARTIES**

The parties to this Enterprise Agreement are The Broken Hill Proprietary Company Limited trading as BHP Steel Long Products Division (the Company) and the AWU-FIME Amalgamated Union (New South Wales Branch), (the Union).

## **10 ENTERPRISE**

The enterprise for which this agreement is made is the Ore Berth Operations Department at the Company's Newcastle Steelworks.

## **11. TRADES OR OCCUPATIONS**

The trades or occupations to which this Enterprise Agreement relates are those of employees of the Company at the enterprise named in Clause 10 employed as stevedoring employees in a classification set out in Clause 12.

## **12. DEFINITIONS**

### **(a) Stevedoring Employee**

A stevedoring employee is a BHP Steel Long Products Division employee classified as:

- Operator Learner
- Ore Berth Operator Level 1
- Ore Berth Operator Level 2
- Ore Berth Operator Level 3

### **(b) Stevedoring work is defined as:**

- (i) the work done by a stevedoring employee when engaged in loading and/or discharging cargo into or from a ship.
- (ii) the work done by a stevedoring employee cleaning up on the wharf and on ships of cargo spillage from a ship into or from which cargo is being loaded or discharged, and includes such work during the period immediately following the departure of a ship where the work cannot reasonably have been completed during the loading or unloading of the ship.

### **(c) "Shifts" has the same meaning as in the Steelworks Award.**

### **(d) "The Steelworks Award" means the Steelworks Employees (Broken Hill Proprietary Company Limited) Award made under the New South Wales Industrial Relations Act 1991 or any award replacing it and reference to clause names and clause numbers in the Steelwork's Award include any clause names and clause numbers replacing them.**

### **(e) "Ordinary Hours" shall average 38 per week over a four week period.**

**13. REMUNERATION**

- (a) The hourly and weekly wage rates for each classification shall be as follows:

Classification	Ordinary Hourly / Weekly rate of pay to operate from the first pay period on or after the date of certification of this Agreement.		Ordinary Hourly / Weekly rate of pay to operate from the first pay period on or after date of certification of this Agreement.		Ordinary Hourly / Weekly rate of pay to operate from the first pay period on or after 1 January 1997.	
	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly
Operator - Learner	\$12.8308	\$487.57	\$13.2157	\$502.20	\$13.7443	\$522.28
Ore Berth Operator Level 1	\$14.0963	\$535.66	\$14.5192	\$551.73	\$15.099	\$573.76
Ore Berth Operator Level 2	\$15.1851	\$577.03	\$15.6406	\$594.34	\$16.266	\$618.11
Ore Berth Operator Level 3	\$16.4211	\$624.00	\$16.9137	\$642.72	\$17.5902	\$668.43

- (b) Ore Berth Operators in the above classifications shall be paid for all hours worked at the employees hourly wage rate;
- (c) the wage rates set out in this clause include an amount for the basic wage of \$121.40 per week or \$3.1947 per hour;
- (d) Ore Berth Operators when engaged on continuous shift operations shall be paid:
- (i) On ordinary day shifts Monday to Friday - the stevedoring employees hourly wage.
  - (ii) On ordinary afternoon shifts Monday to Friday - the stevedoring employees hourly wage plus 50 per cent.
  - (iii) On ordinary night shifts Monday to Friday - the stevedoring employees hourly wage plus 100 per cent.
  - (iv) On ordinary Saturday shifts - the stevedoring employees hourly wage plus 100 per cent.
  - (v) On ordinary Sunday shifts - the stevedoring employees hourly wage plus 150 per cent.
  - (vi) On day shift and afternoon shifts on holidays - the stevedoring employees hourly wage plus 150 per cent.
  - (vii) On night shifts on holidays - the stevedoring employees hourly wage plus 200 per cent.

- (e) In circumstances where an employee in an agreed stevedoring classification, is required to work two consecutive shifts ( herein called a "double header") he shall be paid for the second shift:
- (i) On afternoon shifts Monday to Friday - the stevedoring employees hourly wage plus 150 per cent.
  - (ii) On night shifts Monday to Friday - the stevedoring employees hourly wage plus 200 per cent.
  - (iii) On Saturday shifts - the stevedoring employees hourly wage plus 150 per cent.
  - (iv) On Sunday shifts - the stevedoring employees hourly wage plus 200 per cent.
  - (v) On day shifts and afternoon shifts on holidays - the stevedoring employees hourly wage plus 200 per cent
  - (vi) On night shift on holidays - the stevedoring employees hourly wage plus 250 per cent.
- (f) On overtime shifts on Sundays other than "double headers" - the stevedoring employees hourly wage plus 150 per cent.
- (g) On other overtime shifts other than "double headers" - the stevedoring employees hourly wage plus 100 per cent.
- (h) The rates set out in this clause shall be in lieu of any remuneration by entitlements under the following provisions of the Steelworks Award:
- (i) Clause 1 Basic Wage
  - (ii) Clause 2 Rates of Pay
  - (iii) Clause 4 Leading Hands Rates
  - (iv) Clause 5 Special Rates
  - (v) Clause 6 Disability Rates
  - (vi) Clause 8 Shift Work Allowance for Shift Workers
  - (vii) Clause 9 Saturday Rates for Shift Workers
  - (viii) Clause 10 Night Work for Day Workers and Day Shift Workers



- (ix) Clause 13 Overtime. Subclause (i) and (ii)(a)(b)(c)(d)
  - (x) Clause 16 Sunday and Holiday Rates
  - (xi) Clause 18 Maximum Payment
- 
- (i) Employees in the agreed stevedoring classifications shall not be entitled to any payments, whether by way of bonus or otherwise, in addition to those prescribed by this Agreement or those they are entitled to pursuant to the Steelworks Award.
  - (j) The rates set out in Clause 13 of this Agreement are deemed to compensate for all working conditions which may currently exist.

#### **14. DUTIES**

The duties of the Ore Berth Operators in the agreed classifications shall include but not be limited to the duties outlined in the Position Descriptions included in the "Departmental Restructuring Document" which is attached as Schedule 1 to this Agreement.

In addition to the duties and responsibilities of the Ore Berth Operators as outlined in their agreed Position Descriptions the following items have been agreed between the Company, the AWU-FIME Amalgamated Union and the Ore Berth employees in order to achieve the business objectives set out in Clause 4 of this Agreement.

##### **(a) Cleaning of Ore Berth Changehouse & Shift Foreman's Office**

In order to make these duties more cost effective and efficient the Company will implement the following arrangements:

- (i) an Ore Berth Operator will continue to be utilised to perform this function wherever possible during the normal course of the shift.
- (ii) where an Ore Berth Operator is unavailable, a Maintenance Operator or Contract Cleaner will be utilised.
- (iii) Overtime will only be worked where an Ore Berth Operator, Maintenance Operator or Contract Cleaner are unavailable.
- (iv) this cleaning function will in addition to the Changehouse include the Shift Foreman's Office and associated toilet which is currently accessed by Ore Berth Operators.

- (v) the duration of these duties will be dictated by the time actually required. As a guide two independent quotes that the Company has received indicate that 2 to 3 hours would be appropriate possibly extending to 4 hours for extremely dirty cargoes.
- (vi) At the completion of these duties the Operator will be deployed to perform other duties as required.
- (vii) These duties will be carried out by a member of the AWU-FIME Amalgamated Union.
- (viii) An Ore Berth Operator on 'light or restricted duties' will perform these duties unless they are incapable of performing them due to their restrictions.
- (ix) If any difficulties are experienced regarding these arrangements a review will occur.

**(b) Examination of Potential Roster Change**

The current and expected future levels of berth occupancy at the Ore Berth in Newcastle are not expected to vary noticeably in the foreseeable future. The current levels of berth occupancy is in the region of 40%.

In an effort to make the operation of the Ore Berth more cost competitive, the Company, the AWU-FIME Amalgamated Union and the Ore Berth employees are committed to examining a potential roster change during the life of this agreement which better suits the requirements of the operation. If an appropriate roster is identified, the Company will introduce it with the agreement of all affected parties. Any alteration to the current rostering arrangements would be undertaken consistent with the "Steelworks Employees (Broken Hill Proprietary Company Limited) Award" and the "Newcastle Steelworks Improvements Agreement".

**(c) Trimming Function During Early Stages of Discharge**

The current working arrangements that prevent the transfer of Ore Berth employees to other sections or departments whilst a vessel is being stevedored at the Ore Berth is a restrictive practice which the Company intends to eliminate.

An example of the restrictive nature of this working arrangement is evidenced by the requirement to have employees remain in the

department to perform trimming functions even though the vessel may be only in the early stages of discharge.

Whilst there is no trimming to be performed the Company will have the right to transfer the employees to other departments or sections in order to allow for their more effective utilisation.

**(d) Grab Damage**

Grab damage continues to be an item of concern for the Ore Berth operations. This damage not only results in costly repairs but also adversely affects the structural integrity of the vessel and therefore its expected life span. In an effort to substantially reduce the current levels of grab damage, the Company and the Ore Berth employees are committed to reducing the levels of grab damage through the introduction of a variety of measures including, but not limited to, the following:

- (i) continued full participation in grab damage awareness programs.
- (ii) implementation of new technology to reduce grab damage.
- (iii) reporting and active participation in incident investigation in an effort to prevent re-occurrence.
- (iv) other initiatives as introduced.

**(e) Damage to Mobile and Associated Equipment**

Mobile equipment that is currently utilised on the Ore Berth is leased from an external contractor. As part of these leasing arrangements the Ore Berth is responsible for all the costs associated with the repair and maintenance of this equipment. Many of the costs associated with maintaining this equipment result from inadequate care and attention being shown by the Operator during the equipment's use. In order to reduce these costs the Company and the Ore Berth Operators are committed to full implementation of the following measures:

- (i) agreed cost / damage reduction targets set jointly by Company and the Ore Berth Operators.
- (ii) monthly updates will inform employees of actual costs versus agreed costs.
- (iii) drivers to complete checklist before and after unit operation.
- (iv) commitment of employees to report all damage and to actively participate in incident investigations so as to ensure that all equipment is maintained in a safe operating manner.

**(f) External Cargoes**

The Company has identified a potential opportunity in the Port of Newcastle to discharge and load non BHP cargoes. The Company views this as an opportunity to more fully utilise the berth and the infrastructure.

Whilst our primary role will continue to involve the loading and discharging of cargoes for BHP and its related interests, the Company requires that the Ore Berth employees will participate through the use of these facilities if a suitable cargo(es) are identified.

**(g) Transfer of Employees**

Ore Berth operations are subject to the vagaries of shipping movements. During periods when there is no ship or alternatively when the vessel at the berth is not being stevedored, productive work for the Ore Berth Operators needs to be found. To meet this requirement and to facilitate the effective utilisation of resources during such periods the Company will have the ability to transfer surplus employees to the Blast Furnace & Sintering Departments and other BHP Transport Operations as required. Should it be deemed necessary to transfer employees to other departments other than those specified, appropriate consultation between the parties will be entered into.

**(h) Reversion to Day Shift**

Subject to Clause 12, Transfer of Shift Workers, of the Steelworks Award, an employee in an agreed stevedoring classification may be required to work on day shift in lieu of afternoon or night shift on the same day during a non stevedoring period.

Such transfer of shift workers may be affected on any day on which the Company anticipates that no stevedoring work will be required on afternoon or night shift at the Ore Berth for any employees in stevedoring classification for a period of at least five (5) consecutive days.

**15. OTHER CONDITIONS OF EMPLOYMENT**

- (a) Subject to Clauses 15 (h) and 15 (i) of this Agreement and subject also to subclause (b) of this clause, all other conditions of employment relating to Ore Berth Operators shall continue to be prescribed by the Steelworks Award including in respect of Clause 34, Procedure for Resolving Claims, Issues and Disputes.

- (b) The following provisions of the *Steelworks Award* shall apply subject to the amendments set out below (which shall prevail over the *Steelworks Award*):

(i) **Clause 15, Holidays**

(A) Delete from Clause 15(i) "ordinary rates of pay under Clause 2, Rates of Pay, Clause 3, Tool Allowance, Clause 4, Leading Hands, Clause 5, Special Rates and Clause 35 Apprentices of this Award", and insert in lieu "stevedoring employees hourly wage applicable."

(B) Delete subclause (ii).

(ii) **Clause 21, Sick Pay**

Delete from subclause 21(i) "ordinary time rates of pay and in addition the bonus payments which would have been payable if he had attended for duty," and insert in lieu "the stevedoring employees hourly wage applicable."

(iii) **Clause 22, Annual Leave**

Delete from Clause 22, subclause (a), paragraphs (1), (2) and (4) and insert in lieu thereof:

"In respect of a period of Annual Leave, a stevedoring employee shall be paid the classified stevedoring ordinary wage rate applicable to the employees classification for the period of Annual Leave.

Provided that an employee would have worked on shift work had the employee not been on annual leave shall be paid the ordinary wage rate plus the additional payment appropriate to the shift the employee would have worked except for a public holiday the employee would have worked had the employee not been on annual leave.

(iv) **Clause 23, Days Added to the Period of Annual Leave**

(A) Delete from subclause (ii)(b) "at the rate payable pursuant to subclause (i) of Clause 15, Holidays, of this Award" and insert in lieu "at the rate that would have been payable if the employee had attended for duty."

- (B) Delete from subclause (vii)(b) "at the rate prescribed by subclause (i) of the said Clause 15, Holidays, of this Award" and insert in lieu "at the rate that would have been payable if the employee had attended for duty."

(v) **Clause 25, Jury Service**

Delete "the employees ordinary time rate of pay together with the bonus which would have been payable in respect of the ordinary time they would have worked had they not attended for jury service" and insert "the stevedoring employees hourly wage applicable."

(vi) **Clause 26, Compassionate Leave**

- (A) Delete "without deduction from ordinary wages" and insert in lieu thereof "at the stevedoring employees hourly wage applicable."

- (B) Delete "In addition to the employees hourly ordinary time work rate of pay, they shall be paid the amount of bonus they would otherwise received during ordinary working hours."

(v) **Clause 27, Contract of Employment**

- (A) Delete from subclause (iv) "at the ordinary rate of pay arising from Clause 2, Rates of Pay, Clause 3, Tool Allowance, Clause 4, Leading Hands and Clause 5, Special Rates" and insert in lieu "at the stevedoring employees ordinary wage rate plus the payment appropriate to the shift worked."

- (B) Delete from subclause (iv) "with the exception of those arising from Clause 6, Disability Rates, Clause 8, Shift Work Allowance for Shift Workers, Clause 9, Saturday Rates for Shift Workers, Clause 13, Overtime (with respect of hours worked on any working day in excess of those outlined in the Agreement giving rise to the casual employment) and Clause 16, Sunday and Holiday Rates."

(vi) **Clause 28, Automation**

Delete from subclause (i)(a) "at the ordinary rate of pay for the employees classification in Clause 2, Rates of Pay of this Award," and insert in lieu "at the stevedoring employees ordinary wage rate."

**(vii) Clause 29, Retrenchment**

Delete from subclause (iv) "A weeks basic pay refers to the basic wage, plus margin, plus average bonus." and insert in lieu thereof "A weeks basic pay refers to the stevedoring weekly wage as outlined in Clause 13 of the "Ore Berth Operators Enterprise Agreement."

**(viii) Clause 30, Retention of Rate**

Delete all references to "margin and bonus" and "margin or bonus (or both)" as the case may be, and insert where deleted "the stevedoring weekly wage as outlined in Clause 13 of the Ore Berth Operators Enterprise Agreement."

**(ix) Clause 31, Definitions**

Delete subclause (i).

**(x) Clause 39, Area, Incidence and Duration**

(A) Delete from subclause (ii) "for actual time they are employed as a stevedoring employee" and insert in lieu "for all conditions of employment."

(B) Delete subclause (ii)(b) and insert in lieu "This remuneration shall be in lieu of any remuneration by entitlements under the following clauses of this Award:

Clause 1	Basic Wage
Clause 2	Rate of Pay
Clause 4	Leading Hand Rates
Clause 5	Special Rates
Clause 6	Disability Rates
Clause 8	Shift Work Allowances for Shift Workers
Clause 9	Saturday Rates for Shift Workers
Clause 10	Night Work for Day Workers and Day Shift Workers
Clause 13	Overtime - subclauses (i) and (ii)(a)(b)(c)(d)
Clause 16	Sunday and Holiday Rates
Clause 18	Maximum Payment

**16. AGREEMENT NOT ENTERED INTO UNDER DURESS**

This Enterprise Agreement has not been entered into under duress by any party to it.

**17. NO EXTRA CLAIMS**

It is a term of this Enterprise Agreement that the Union will undertake not to pursue any extra claims, award or other (including any claims related to National or State wage decisions) for the life of this Enterprise Agreement.

**18. AREA, INCIDENCE AND DURATION**

- (a) This Enterprise Agreement shall apply to employees as defined in Clause 12 employed by the Company at the Ore Berth of the Company's Newcastle Steelworks.
- (b) This Enterprise Agreement replaces former Industrial Agreement No. EA 159/94 which was registered as an Enterprise Agreement under the Industrial Relations Act 1991 on 16 May 1994
- (c) The AWU-FIME Amalgamated Union agrees that it shall not in future seek to extend the provisions of 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 stevedoring employees.
- (d) This Enterprise Agreement shall take effect from the date of registration and shall remain in force until 1 January 1998.

The rates of pay prescribed in Clause 13 shall take effect on or from the date of registration. Employees shall be paid the new rates of pay from the beginning of the first pay period to commence on or after date of certification of this Agreement or the date of employment whichever is the later.

Provided that the remuneration for employees in the agreed stevedoring classifications may be reviewed in the event of any variation as to the rates of pay in the "Stevedoring Industry Award 1991" of the Australian Industrial Relations Commission.



SIGNED for and on behalf of )  
THE BROKEN HILL PROPRIETARY )  
COMPANY LIMITED )  
in the presence of )

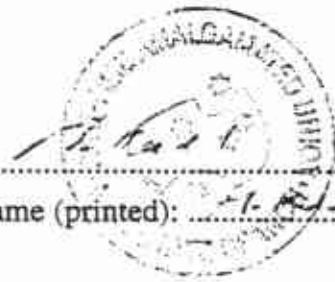
*A Kemp*  
Name (printed): A. KEMP

*M. Parker*  
Name (printed): M. PARKER

Date: 24.6.96

SIGNED for and on behalf of )  
THE AWU-FIVE AMALGAMATED )  
UNION <sup>NEW SOUTH WALES</sup> NEWCASTLE & NORTHERN )  
REGIONS BRANCH in the presence of: )

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Name (printed): F. KELLY

*F. Kelly*  
Name (printed): F. KELLY  
*MAKING*

Date: 23-7-96

**ORE BERTH OPERATIONS DEPARTMENT**

**ORE BERTH**

**RESTRUCTURING**

**DOCUMENT**

## TABLE OF CONTENTS

	PAGE
1 INTRODUCTION	3
2 ORE BERTH VISION	3
3 PARTICIPANTS IN RESTRUCTURING	6
4 OBJECTIVES OF RESTRUCTURING	6
5 GOALS OF RESTRUCTURING	6
6 ROTATION	6
7 METHOD OF HANDLING FUTURE CHANGE	7
8 ACQUISITION AND APPLICATION OF SKILLS	7
9 OVERTIME	7
10 SAFETY	7
11 COMMUNICATION/CONSULTATION	7
12 TRANSITION	8
13 WORK PRACTICES	9
14 NEW TECHNOLOGIES	9
15 TRAINING	9
16 RESPONSIBILITIES OF ALL ORE BERTH EMPLOYEES	11
17 ORE BERTH CLASSIFICATION MODEL	12
18 SLOTTING AND PROGRESSION	12
19 POSITION DESCRIPTIONS	13
20 CONFLICT RESOLUTION	16
21 SIGN OFF	17

## **1 INTRODUCTION**

The Blast Furnace & Sintering Department is a key operating department within Long Products Division, Newcastle, the Ore Berth is part of this department. It exists to produce hot metal to meet quality, cost and delivery requirements of our customers, the Steelmaking Department. In doing this, we also aim to help Long Products secure a long term future to supply steel to both domestic and overseas customers.

To help achieve our aims, the Ore Berth must become more competitive and effective in meeting the needs of our customers.

A number of initiatives have been introduced to improve the performance of the business. These include implementing the Improvement Program, designed to reduce costs; achievement of Australian Standards accreditation as a quality supplier of steel products; the formation of TQC teams to focus on small step work improvements; restructuring of the business; and restructuring of the workforce.

The development and implementation of the Restructuring Agreement will have many benefits for both the Company and employees. These include efficiency gains through having a more flexible workforce, reduced costs, improved plant maintenance and many more. It is expected that employees will have more highly paid jobs, the opportunity to progress through a career path, increased job satisfaction and others.

The Blast Furnace & Sintering Department, including the Ore Berth, must implement the Restructuring Agreement and other business improvement initiatives now if business plan goals and objectives are to be achieved. This, in turn, will improve the department's performance and help to secure a long term future for Long Products Division.

## **2 ORE BERTH VISION**

### **Summary of Changes**

The Ore Berth at BHP Steel - Long Products Division (Newcastle) is undergoing change which will significantly impact on the way work is carried out and result in real productivity improvements. The changes are summarised as follows but should not be seen as exhaustive:

- 1 A combining of existing positions into four classifications and training employees in both operational and maintenance skills will result in work flexibility and efficiency.
- 2 Employees will rotate within their own classifications and to some degree in other classifications so that more people are capable and trained to do more of the functions.
- 3 Operators will learn some skills which have normally been base level trade skills, eg, Maintenance Inspections, Welding and Burning, Basic Hydraulics, Basic Electrical Maintenance, etc. This will result in a greater degree of preventative maintenance being carried out which will reduce plant and equipment breakdowns and improve reliability.

- 4 Employees will be much more flexible in that they will acquire and apply a wide range of new skills and knowledge to allow them to work to "whole of job" concept.
- 5 More emphasis will be placed on improving the effectiveness of on-the-job training by developing and using Standard Operating Procedures (SOP's) and Competency Checklists to train operators.
- 6 Operators will perform a wider range of functions in the Ore Berth area as well as doing work in other areas of the department.
- 7 A TQC culture will be developed where employees actively participate in and contribute to workplace improvement.

New employees for the Ore Berth will be chosen based on the following key criteria:

- a) positive attitude to ongoing change;
- b) ability and flexibility to learn and apply a wide range of skills and tasks;
- c) be an active member of and participate in work team.

**SPECIFIC EXAMPLES OF FURTHER CHANGES INCLUDE, BUT ARE NOT LIMITED TO:**

- 1 All employees will be trained to carry out maintenance inspections on equipment and plant they operate and be able to carry out first fault diagnosis, eg, grabs, bridges, traxcavator, etc.
- 2 Some hand tools will be provided and operators skilled in basic hydraulics so they can fault find on hydraulic systems and change faulty hoses, etc. This will reduce waiting time and increase availability.
- 3 Operators will be trained to do their own gas watching under the wharf and around the bridges, etc, rather than call on a Blast Furnace employee to provide the service. This will reduce waiting time and costs.
- 4 Ore unloading will continue through crib and between shifts as required. This will have a direct positive impact on productivity.

**KEY WORKPLACE CHANGES (Ore Berth)**

**1 Operators to be trained to reset and disconnect limits**

Before this can occur, the current limit systems will need to be modified or changed to allow operators to work on these. They will also be trained to do these jobs.

**2 Operators to carry out basic electrical maintenance**

A number of skills are involved in the new position descriptions which will allow operations to carry out minor electrical maintenance, eg, change electrical light globes, switch isolation, etc.

**3 Operators to service and maintain traxcavators**

Some operators will attend a caterpillar maintenance course which will show them how to efficiently and effectively maintain the traxcavators and other mobile equipment. This will result in improved maintenance of the machines and increased availability and reliability.

**4 Operators to carry out general maintenance**

Operators will pick up and apply a number of maintenance type courses, ie, burning, welding, electrical, caterpillar maintenance, maintenance inspections, etc. These skills will be used to maintain the Ore Berth plant and equipment in particular, and also other parts of the department. Overall, by operators carrying out maintenance to their level of training, breakdowns will be less frequent and when they do occur, will be fixed in a shorter time, which will also reduce costs.

**5 Operators trained to gaswatch**

Operators will be trained to full gas safety through participation in the gaswatcher course. They will then be able to provide gaswatcher services under the wharf and in any other areas of the Ore Berth where gas may be present. This will reduce reliance on Blast Furnace gaswatchers, which will reduce waiting time and improve efficiency.

**6 Operators to reset fire alarms**

Some operators will receive training in first fault diagnosis of fire alarms. This would allow them to investigate a fire alarm and take some action. This could include resetting the alarm where false alarm or calling fire brigade where there is fire, etc. By operators performing this function, time will be saved in most cases, particularly where the alarm cuts off power to and stops the bridge.

**7 Operators completing paperwork during their shift**

- filling out Damage Reports, eg, grab damage to ship. How, when, where.
- filling out Accident Reports, eg, details of injury to fellow employees
- writing or assisting in writing Standard Operating Procedures
- filling out labour lists for ore bridges and mobile equipment.

### **3 PARTICIPANTS IN RESTRUCTURING**

- Management of BHP Transport and the Blast Furnace & Sintering Department.
- Employees of the Broken Hill Proprietary Company Limited who are or who are eligible to be members of the AWU-FIME Amalgamated Union, New South Wales and who are employed at the Ore Berth in Newcastle.

### **4 OBJECTIVES OF RESTRUCTURING**

The objective of restructuring is to develop and maintain a workforce with the right mix of skills, responsibility and experience necessary for the department to achieve its Business Plan goals and objectives.

It is also to provide employees with satisfying, rewarding jobs with opportunities for career progression.

### **5 GOALS OF RESTRUCTURING**

Restructuring goals will be closely linked to those in the Department Business Plan and in the SIDA document. All models will include aspects which change the nature and application of work, skills, responsibility and accountability.

Positions will evolve as a consequence of:

- capital expenditure and the introduction of new technology
- training and application of new skills
- reorganisation of work arrangements.

Model levels will be valued and the content of the Restructuring Agreement will be reviewed by the NSW Industrial Commission.

### **6 ROTATION**

Operators will be expected to rotate through all jobs in their own classification and, where appropriate, in other classifications. This will be done so that more employees can carry out more functions. Rotation will develop and help maintain skill levels and employees will apply the skills they acquire in levels above and below their slotted level.

It is agreed that employees classified as Ore Bridge Drivers or Hatchmen at the date of agreement of this document will not be required to work in ship's holds unless it is the choice of the operator. All other current employees and new employees will be required to rotate through all duties as directed.

## **7 METHOD OF HANDLING FUTURE CHANGE**

Implementation of new position descriptions and redesigned jobs in all areas is a major step in restructuring. Further changes across all aspects of the business may be needed in the future to ensure we remain competitive.

It is understood that discussion on change may be initiated by either employees or management. The proposed method of handling this change is as follows:

### **1 TQC**

Employees can identify issues affecting their work and be part of developing a solution by participation in TQC Small Group Activities.

### **2 IDEAS Scheme**

Employees can contribute ideas for improvement through the IDEAS Scheme.

### **3 Informal Suggestions**

Employees may raise problems and put forward solutions on an informal basis.

## **8 ACQUISITION AND APPLICATION OF SKILLS**

The department will provide training in skills relevant to the new position on successful completion of such training and subject to compliance with safety and statutory or similar requirements, employees will use those skills throughout the department as required, including in circumstances of customary demarcation or other restrictive practices.

## **9 OVERTIME**

Overtime is to be offered on the basis that each employee has equal opportunity to work provided they have the skills and subject to employees making themselves available for work.

## **10 SAFETY**

It is recognised by the Restructuring Committee that there will be safety issues arising out of the new structure. These issues will be handled on a day-to-day basis. Unresolved issues will be addressed by the OH&S Committee and will follow the procedure for resolving claims, issues and disputes.

## **11 COMMUNICATION/CONSULTATION**

There will be open, frequent effective two-way communication between management, supervision and Ore Berth employees.



A Consultative Committee will be established along the following guidelines:

The parties agree that consultation involved:

- A view being formed by management, employees or the unions about desired improvement and the manner of its implementation.
- Explanation of that view to employees, unions or management at a stage when it is still capable of review.
- Giving fair consideration of the response from employees, union and management.
- The Company making the final decision on the changes which, by then, is preferably agreed and communicating the decision to employees and unions concerned.
- Implementation of the change with the Company, employees and unions working co-operatively to resolve any issues as they arise.
- Should agreement not be reached any party may refer the matter to the Industrial Relations Commission with the Procedure for Handling Claims, Issues and Disputes.

An Occupational Health and Safety Committee will be established to deal with health, safety, rehabilitation and employee welfare issues.

## **12 TRANSITION**

- 1 An audit will be conducted to assess the skills and knowledge of existing employees.
- 2 Participation in training for progression in the model will be voluntary for existing employees. Training, however, to maintain proficiency at that level and keep up-to-date with new technology will be necessary. All employees will train other employees in the skills they possess.
- 3 Employees who elect not to participate in training for progression need to carry out some other task so that another employee can be trained or given the opportunity to maintain or improve their skill level, ie, stopper stands aside and does other work to allow training to occur.
- 4 Employees who elect not to participate in training for progression will be paid in accordance with the "Retention of Rate" clause in the Steelworks Employees Award, but will not participate in any future increases associated with work value review of levels in the models.
- 5 Those employees electing not to participate in training for progression in the model will be expected to assist with the training of other employees in their normal job function.

- 6 Progression through the model will be according to acquisition and application of knowledge and skills and in cases of specialist positions, to the needs of the Company.

### 13 WORK PRACTICES

Demarcation, restrictive practices and seniority will cease to be the rules by which work is done, replaced by flexibility and co-operation. Employees will train and on some occasions work in levels other than their own.

### 14 NEW TECHNOLOGIES

All employees will have to acquire additional knowledge and apply skills required to suit new technologies introduced to the plant, eg, purchase of new traxcavator - operator would need to learn how to operate new machine.

### 15 TRAINING

- 1 Training will be provided to meet the needs of the department to enable employees to acquire and apply skills to facilitate timely progression through the model and improve productivity.
- 2 Training records will be kept for all employees. A copy of an individual's training record will be available on request.
- 3 Additional training external to position description requirements may be offered to individuals on a needs basis at the Company's discretion.
- 4 Employees agree to help train each other where applicable, to train less experienced employees and utilise their own expertise to educate other work groups or other departments, etc, in the Ore Berth as required.
- 5 Standard Operation Procedures and/or competency checklists will be used, or developed if not available, to train employees on the job.
- 6 All aspects of training, including Policy, will be designed and documented as part of the department training system.
- 7 Training will be allocated on a fair and equitable basis.

#### **Payment of Wages - Training**

Approved attendance at authorised training courses will be paid as follows:

This matter is presently being negotiated by the Company and the Steel Industry Unions. The outcome of those negotiations and any Industrial Commission determinations will apply.