

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA03/213

**TITLE: Transfield Services and Contractors' (Kurnell Refinery - NSW)  
Site Agreement 2003-2006**

**I.R.C. NO:** IRC3/3969

**DATE APPROVED/COMMENCEMENT:** 19 August 2003

**TERM:** 34

**NEW AGREEMENT OR  
VARIATION:** Replaces EA02/81

**GAZETTAL REFERENCE:** 5 December 2003

**DATE TERMINATED:**

**NUMBER OF PAGES:** 43

**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees of the companies listed as signatories in Appendix "D" for the period that such employees are engaged on maintenance services and/or miscellaneous work at the Caltex Refinery, Solander St, Kurnell NSW 2231. It covers employees who fall within the coverage of the: Electrical Contracting Industry (State) Award; the Metal and Engineering Industry (NSW) Award; and the Building & Construction Industry (State) Award.

**PARTIES:** ARL Laboratory Services Pty Ltd, Andreco Hurll Refractory Services Pty Limited, Aqua Assets Pty Ltd, Contract Resources Limited, Erect Safe Scaffolding, Foviff (NSW) Pty Ltd \ Foviff Pty Ltd \ Foviff (Civil and Labor), Giovenco Industries Pty Ltd, Global Insulation Contractors (NSW) Pty Ltd, HIS Engineering Services Pty Ltd, Haman Engineering Pty Ltd, Mann's Earthmoving Co Ltd, N.W.E.C. Pty Ltd, National Integrated Services, Prestige Cranes, R.M. Watson Pty Ltd, Saunders International Pty Ltd, Seat Corrosion Control (Aust) Pty Ltd, Transfield Services (Aust) Pty Ltd, United KG Pty Ltd, Woronora Plumbing Services Pty Ltd - &- the Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch, Construction, Forestry, Mining and Energy Union (New South Wales Branch) , Electrical Trades Union of Australia, New South Wales Branch, The Australian Workers' Union, New South Wales, The New South Wales Plumbers and Gasfitters Employees' Union

**TRANSFIELD SERVICES and CONTRACTORS' (KURNELL REFINERY- NSW) SITE AGREEMENT 2003 - 2006**

This Enterprise Agreement was approved by Commissioner Connor of the NSW Industrial Commission on Tuesday 19th August 2003. The EBA is operative from 7th June 2003 and has a nominal expiry date of 7th June 2006. The EBA has wage increases effective (7/6/03/), (7/12/03), (5/6/04), (4/6/05). Clause 9 Definitions sets out all the areas and types of work that the application of the EBA has coverage over.

Matter No :IRC3969 of 2003

**OBJECTIVE**

It is a prerequisite for successful Maintenance Services and /or Miscellaneous Work (as defined) that the following objectives are achieved and that all parties associated with this Agreement commit themselves to: Excel in company/employee relations, safety and welfare, quality, productivity, flexibility, communication and timeliness.

The above will be achieved by:

Providing a healthy, safe, harmonious working environment.

Enhancing productivity and efficiencies within the workplace.

Continuing to create a flexible work environment which will enable all personnel to work to the limits of their skills and capabilities.

Ongoing communication and consultation with all personnel being encouraged to participate in matters that have a constructive impact on their overall working environment.

Constantly seeking improvement in: services to Caltex's Kurnell Refineries, safety and welfare, quality and efficiency.

Providing stable and secure employment for personnel where practicable.

Developing a culture that focuses on commitment and trust.

Positive Union representation that will contribute to the overall efficiency of Maintenance & Miscellaneous Services at Kurnell

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### **1. Title**

This Agreement shall be known as: TRANSFIELD SERVICES and CONTRACTORS' (KURNELL REFINERY-NSW) SITE AGREEMENT 2003-2006

### **2. Application and Incidence of Agreement**

This Agreement shall apply to employees of Companies listed as Signatories at Appendix "D" of this Agreement, for the period that such employees are engaged on maintenance services and/or miscellaneous work (as defined) at the Caltex Refinery, Solander Street, Kurnell NSW 2231. This Agreement covers wages and conditions for all employees so employed.

### **3. Parties Bound**

3.1 All employees who are members of or who are eligible to be members of any Organisation of Employees listed in this clause, or who are from time to time engaged in any occupation/classification/level listed in Appendix "A" of this Agreement and/or the relevant Parent Award,

3.2 Organisations representing employees herein viz:

Australian Workers Union (Greater NSW Branch) AWU;

Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union (NSW Branch) AFMEPKIU;  
Electrical Trade Union of Australia, NSW Branch ETU;  
New South Wales Plumbers and Gasfitters Employees Union, PGU;  
Construction, Forestry, Mining and Energy Union CFMEU

3.3 Companies as listed as Signatories at Appendix "D".

#### **4. Parent Award**

This Agreement shall be read and interpreted in conjunction with the applicable award which relates to the relevant classification stream as outlined at Appendix "A" :

The Electrical Contracting Industry (State) Award;The Metal and Engineering Industry (New South Wales) Award;The Building & Construction Industry(State) Award.

Provided that, in each relevant Award category, where there is any inconsistency, this Agreement shall prevail to the extent of the inconsistency.

#### **5. Term of Operation**

This Agreement shall operate from a date no later than the date of approval of this Agreement by the Industrial Relations Commission of NSW and its nominal expiry date will be the 7th June 2006. The Parties agree that commencing at least 6 months prior to the nominal expiry date that they will confer, with the clear intent of establishing grounds for the renewal of this Agreement.

#### **6. No Future Claims**

Up to the nominal expiry date of this Agreement, the Parties will not pursue any extra claims relating to wages or changes to conditions of employment or any other matters related to the employment of the employees, whether dealt with in this Agreement or not. The Agreement covers all matters or claims, which would otherwise be the subject of protected industrial action under the: *NSW Industrial Relations Act, 1996*.

#### **7. Transmission**

If at any time during the life of this Agreement, the contract of Transfield Services is allocated to another Contractor, then the continuation of this Agreement for its nominal life would be applicable under the Transmission of Business provisions of Sections 101,102,103 & 104 of the *NSW Industrial Relations Act 1996*.

#### **8. Continuity of Work**

It is a specific condition of employment pursuant to this Agreement that during the period that this Agreement is in force, all parties undertake to use their best endeavours to ensure that all industrial grievances and disputes shall be dealt with strictly in accordance with Clause 11 Avoidance of Disputes Procedure of this Agreement.

#### **9. Definitions :( for the Purposes of This Agreement)**

The Company means the relevant Company as listed at Appendix "D".

The Employer means the relevant Employer as listed at Appendix "D"

Employee means, unless otherwise stated, employee of the relevant Company/Employer as listed at Appendix "D".

Subcontractor means a 'bona-fide' Company engaged to directly carry out work on site by means of a contractual agreement with any of the Companies as listed in Appendix "D".

Site means the premises, location and establishment of the Caltex Refinery, Solander Street, Kurnell NSW 2061, where the Company is contracted to carry out maintenance services and/or miscellaneous work.

Maintenance Services and/or Miscellaneous Works means any work, including shutdowns or turnarounds, project or construction work ,or work to repair, replace, renovate, rehabilitate, maintain, overhaul, upgrade and/or upkeep the plant, machinery, equipment and associated buildings and property at the Caltex Refinery, Kurnell.

Union means Organisations of Employees as listed at Clause 3 of this Agreement.

Ordinary Hours means 35 hours per week, or as varied pursuant to Clause 15 or 16 of this Agreement. Ordinary pay, ordinary rates, ordinary time shall have corresponding meanings.

Week means that period of time commencing 11.00pm Sunday and ending 11.00pm on Sunday seven (7) days hence.

Casual Employee means one hired and paid as such as per Clause 13 (13.2) or in the case of Shutdowns or Turnarounds (13.2A) of this Agreement.

This Agreement means Transfield Services and Contractors (Kurnell Refinery - NSW) Site Agreement 2003-2006

## **10. Best Practice**

10.1 The parties agree that Best Practice is simply a better way of doing things - it is a process of constantly changing and adapting to new pressures and work methods. Best Practices are not fixed. It is the method of operation to achieve exemplary levels of performance. Best Practices are not restricted to an examination of cost, but also include quality and timely completion of work safely and efficiently.

10.1.1 The Best Practices Programme includes:

Understanding and measuring Client needs.

Multi skilled workforce.

Flexible workforce, committed to change (working hours, elimination of demarcation).

Employee involvement.

Provision of healthy and safe working environment and work practice.

The achievement of excellence through continuous improvement.

10.2 Efficiency and Quality

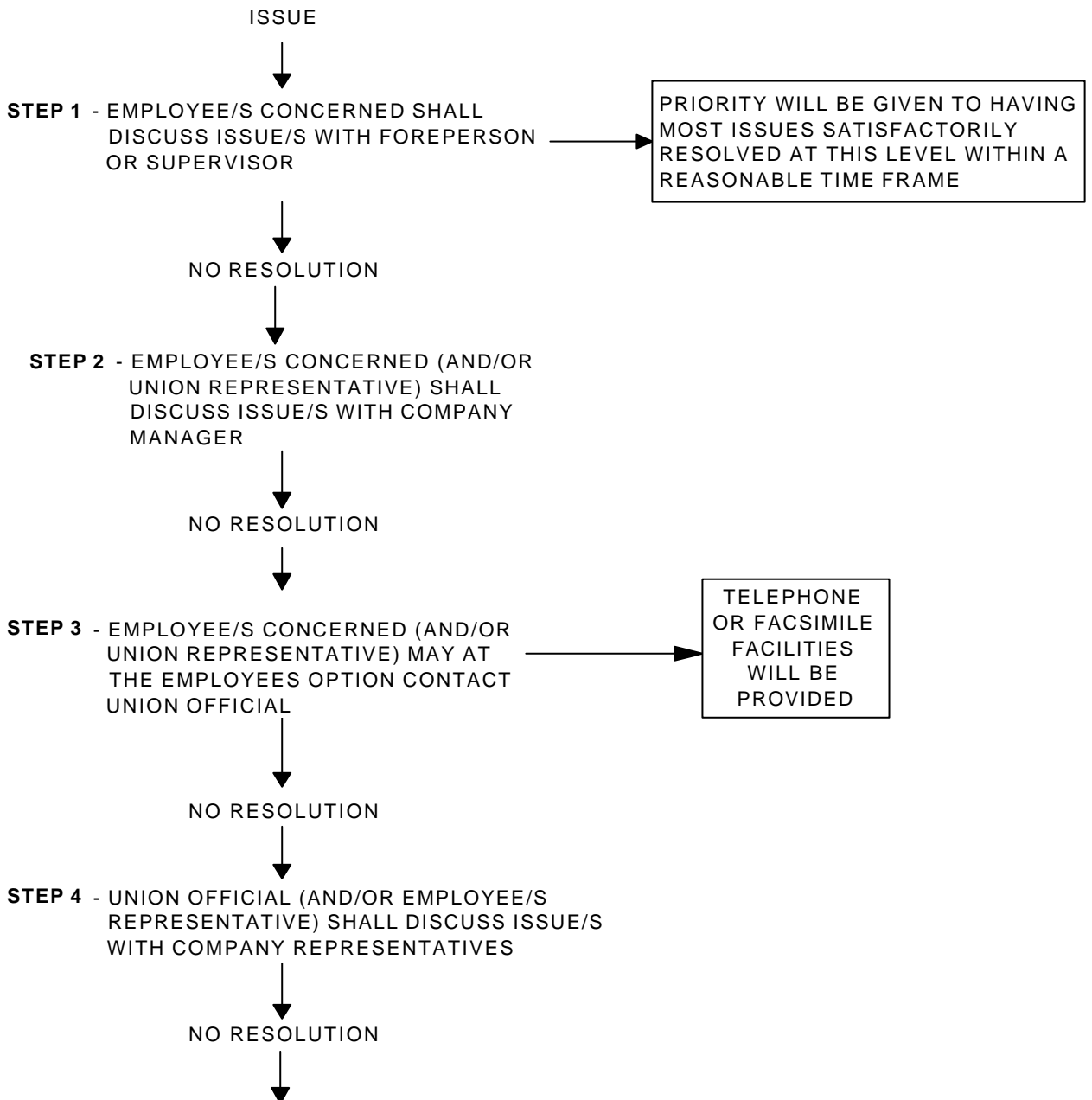
10.2.1 The parties are committed to continuously improving efficiency and quality of work and as a consequence the following arrangements will be adopted:

- (a) Efficient Safe Working Practices and Active Safety Programmes - consistent with our goal of zero injuries.
- (b) Skills Enhancement - to develop/extend an employee's skills consistent with the productivity and flexibility requirements of the work to be completed and to extend the employees' competence so he/she can ideally perform the whole task.

- (c) Promotion of Industrial Harmony - by combining effective grievance resolution, consultation with and involvement of employees about their work and good management practices to prevent all disputation.
- (d) Flexible Assignment - where the Company may utilise an employee on any task that is within the employees competence, classification, consistent with relevant statutory requirements and our duty to provide a safe and healthy work environment.

**11. Avoidance of Dispute Procedure**

11.1 In the event of any issue or grievance arising, any such issue or grievance or any other like matter shall be dealt with in accordance with the following steps:



- 11.2 If settlement cannot be reached through the above steps any party to this Agreement shall take the appropriate steps to have the issue/s referred to the Site Contractors Management Committee. If the issue is still unresolved any party may refer the issue to the NSW Industrial Relations Commission .
- 11.3 While the above procedure is being carried out work should continue in a safe, normal manner and all parties to this Agreement will endeavour to see that no strike, ban or limitation is in place.

## **12. Employee Induction**

- 12.1 All persons before commencing work on the site will attend and successfully complete a Site Induction Programme (SIP). The SIP will explain safety rules and regulations, site requirements and the application and responsibilities of this Agreement.
- 12.2 The SIP will be conducted at a central location provided for by the Company. The Company reserves the right to alter the duration of the programme and to conduct further and/or refresher programmes where necessary.
- 12.3 Each employee shall receive a Site Safety/House Rules Booklet from the relevant employer and a copy of this Agreement. All employees on receipt of the booklet/Agreement, will acknowledge in writing their obligations to understand the booklet/Agreement contents and requirements and abide by them.
- 12.4 After successful completion of the SIP, each employee will be issued with a Personal Site Identification Pass (PSIP) which will allow entry to and exit from the site.
- 12.5 The PSIP may also be used as a personal ID when requisitioning tools and/or materials and for time keeping purposes and for any other reasonable purposes that the Company may from time to time require.

## **13. Contract of Employment**

- 13.1 Weekly Employment (Full Time)

All employees not specifically engaged as casuals shall be Full Time employees.

- 13.2 Casual Employment (Non Shutdown or Turnaround work)

13.2.1 Casual employees may be employed at any time for periods of engagement of not less than one day and for longer periods as agreed to between the Company and the employee/s. Provided that no continuous period of engagement as a casual employee will be longer than twenty six (26) weeks.

13.2.2 A casual employee for working ordinary time, shall be paid per hour one thirty-fifth of the weekly wage applicable to the relevant classification rate contained in this Agreement, plus twenty five percent (25%).

13.2.3 A casual employee is not entitled to any paid leave for annual holidays, sick leave, public holidays, or any redundancy or severance payments.

- 13.2A Casual Employment (Specifically engaged for Shutdown or Turnaround work)

13.2A.1 Subject to the provisions of (13.2A.2) and 13.8 hereof and notwithstanding anything else contained within this Agreement, Casual employees specifically engaged to work on Shutdown or Turnaround work may be engaged for a period of any duration up to but not exceeding six (6) weeks. Provided in circumstances where the Shutdown or Turnaround work is programmed to run longer than 6 weeks then the period of engagement as a

casual may be extended beyond 6 weeks but only for a period not exceeding an overall duration of 8 weeks.

- 13.2A.2 Casual employees employed within this sub-clause shall be paid for all or any overtime worked on Shutdown or Turnaround work as per the following:
  - (a) Monday to Saturday (including working on a RDO): time and one half for the first two hours and double time thereafter;
  - (b) Sundays: Double Time;
  - (c) Public Holidays : Triple time;
  - (d) Each days overtime shall stand-alone.
- 13.2A.3 A casual employee for working ordinary time, shall be paid per hour one thirty-fifth of the weekly wage applicable to the relevant classification rate contained in this Agreement, plus twenty five percent (25%).
- 13.2A. 4 A casual employee is not entitled to any paid leave for annual holidays, sick leave, public holidays, or any redundancy or severance payments.
- 13.2A.5 For the purposes of this Sub-clause each shutdown or turnaround period shall be a stand-alone period.

### 13.3 Trial Period

For full time employees newly engaged after the commencement of this Agreement, such employees will be required to serve an initial probationary period. Subject to satisfactory performance or availability of work, no probationary period will exceed thirteen (13) weeks duration.

### 13.4 Termination of Employment

#### 13.4.1 Weekly Hire

Termination of Employment will be given as per the following scale:

Period of Continuous Service	Period of Notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

13.4.2 In addition to the above notice employees over 45 years of age at the time of notice been given, with not less than two years continuous service, shall be entitled to an additional weeks notice.

13.4.3 Payment in lieu of the notice (or forfeiture of payment where the appropriate notice is not given by the employee) shall be made by the Employer if the appropriate notice is not given. Provided that the employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

13.4.4 Termination of a Casual Employee's period or engagement shall be given by no less than one (1) hours notice by either side or payment or forfeiture of one (1) hours wages as the case may be.

### 13.5 Statement of Employment



The Company will, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of employment and the classification of the type of work performed by the employee. At the additional request of the employee, an evaluation of conduct and performance will also be outlined.

#### 13.6 Instant Dismissal

Notwithstanding the provisions of subclauses 13.4 hereof, the Company will have the right to dismiss any employee, without notice, for conduct that justifies instant dismissal. In such case the wages shall be paid up to the time of dismissal only.

#### 13.7 Unfair Dismissal

Termination of employment by the Company will not be harsh, unjust, or unfair.

#### 13.8 Standing Down of Employees

Notwithstanding anything elsewhere contained in this Clause, the Company will have the right to deduct payment for any day an employee cannot be usefully employed because of a strike, or through any breakdown in machinery or any stoppage of work by any cause for which the Company cannot reasonably be held responsible. Provided in circumstances of inclement weather, where a casual employee attends for work or actually commences work, the casual employee shall be afforded 4 hours work or 4 hours pay.

#### 13.9 Timekeeping

Notwithstanding anything elsewhere stated in this Agreement. The Company may select and utilise for time keeping purposes any fraction or decimal proportion of an hour (not exceeding fifteen minutes) and will apply such proportion in the calculation of working time (including overtime) of an employee.

#### 13.10 Payment of Wages

13.10.1 Wages due will be paid by electronic funds transfer into the employees nominated bank or other financial institution account. Wages will be paid weekly and (subject only to Public Holiday delays) be available no later than close of business on the Thursday following the end of the relevant pay period.

13.10.2 An employee whose service is terminated shall, within a reasonable time period, be paid the full amount of wages and accrued payments due. Provided no employees will be required to wait for a longer period than three (3) ordinary working days after the date of termination.

#### 13.11 Time and Wages Record

13.11.1 In accordance with statutory requirements, the Company shall keep or cause to be kept a time and wages book or other time and wages record for each employee.

13.11.2 Subject to statutory requirements being met, the Company, on request by an authorised representative of a Union, or an employee, will make relevant records available for inspection at the Kurnell site.

#### 13.12 Work Practices and Compliance

13.12.1 The company may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training consistent with the classification structure of this Agreement provided that such duties are not designed to promote deskilling.

- 13.12.2 The Company may direct an employee to carry out such duties and use such tools and equipment as may be required provided that the employee has been properly trained in the use of such tools and equipment.
- 13.12.3 Any direction issued by the Company pursuant to 13.12.1 and 13.12.2 will be consistent with the Company's responsibilities to provide a safe and healthy working environment.
- 13.12.4 In addition, it is a term and condition of employment, and of the obligations and rights accruing under this Agreement that an employee must:
- (a) comply with the orders of the Company to work reasonable overtime, at any time during the seven days of the week, at the appropriate remuneration prescribed herein; and
  - (b) use all appropriate protective clothing and equipment provided by the Company for specific circumstances and, after appropriate training, safety equipment or apparatus to supplement safety checks by other authorised personnel; and
  - (c) comply with the Company's direction to carry out maintenance work required for the safety of personnel and plant (including Maintenance work for the continued operation of plant in accordance with the requirements of the company both as to the Maintenance work to be performed and the numbers and classification of personnel required for that purpose), or for the emergency prevention of pollution; and
  - (d) perform such work, including shift work, required for refinery or plant shutdowns or break-downs or start-ups or other emergency maintenance as the Company may, from time to time, reasonably require; and
  - (e) comply with the Company's direction to keep the work-place and equipment in a clean and safe condition; and
  - (f) drive motor vehicles to Class 1 Licence requirements where such is necessary for performance of their duties.
  - (g) Subject to the issue of the appropriate Wet Weather Clothing all personnel are to work in the rain, conditional on the ability to maintain a safe working environment, carry out any lawful direction given by the Company Representative and to take direction from Supervisors.
  - (h) The movement of "tools of trade" is the responsibility of the Tradesperson and should not rely on other crafts for their transportation.
  - (i) Operators of transport vehicles that are fitted with 'Robo' or similar type mechanical lifting equipment are required to sling their own loads.
  - (j) Manpower Utilisation: Generally the work should be manned according to the job requirement and there should not exist any fixed numbers and ratios.
  - (k) Job Permits: An employee, qualified to receive permits, will collect the required Job Permits, receive the Work Permit and progress the job as identified.
  - (l) There shall be no restriction on an employee performing tasks in a level above or below their current level e.g. an employee can gain competency and utilise skills and knowledge applicable to Level 3 while still classified in Level 2.

#### **14. Demarcation**

- 14.1 With the introduction of a skills based structure there should be no demarcation disputes. In unusual circumstances if demarcation disputes occur they shall be resolved in the following manner: -
- 14.1.1 Any demarcation matter which cannot be settled by discussion between the delegate of the Unions involved and the supervisor concerned shall be reported to the company site supervisor to discuss the matter at issue.
- 14.1.2 Failing satisfaction at this stage of proceedings the matter shall then be referred to the Organisers of the Unions concerned and the Company's Manager of Industrial Relations. If no agreement is reached the matter can be referred to the Site Contractors Management Committee.
- 14.1.3 Where agreement on any demarcation matter cannot be reached amongst the Unions it shall be placed before the Industrial Relations Commission
- 14.1.4 The Company agrees to observe as far as is practicable the demarcation rights of all the unions concerned.
- 14.1.5 The work shall proceed according to custom without interruption during these proceedings.

## **15. Hours of Work**

### 15.1 Ordinary Hours

- 15.1.1 The ordinary hours of work shall be an average of 35 per week to be worked on one of the following basis:
- (a) 35 hours within a work cycle not exceeding 7 consecutive days; or
  - (b) 70 hours within a work cycle not exceeding 14 consecutive days.
- 15.1.2 The ordinary hours of work prescribed herein may be worked on any day or all of the days of the week, Monday to Friday between (at the discretion of the Company) 6.00am and 6.00pm.
- 15.1.3 The provisions of this Clause must be read in conjunction with the : Standard Hours (Oil Companies) Award 1974 and insofar as this Agreement and the Award are inconsistent in whatever respect ,the Standard hours(Oil Companies) Award 1974 shall take precedence.

### 15.2 Rostered Day Off (RDO)

Subject to the following, employees will be entitled to an RDO every two (2) weeks. The date of taking RDO's will be posted in advance.

#### 15.2.1 Taking of an RDO shall involve:

- (a) Compressing a 10 day working cycle (70 hours) into 9 days by working 9 x 7.8 hour days(70hours) and having a RDO within the working cycle.
- (b) Payment will be based on actual hours worked, and the RDO shall be taken without pay.
- (c) Public Holidays will be based on a 7.8 hour day.(ie: where applicable 7.8 hours pay)
- (d) A sick leave day will be based on 7.8 hours (ie: where applicable 7.8 hours pay)

#### 15.2.2 Substitution of RDO:

- (a) The RDO shall be observed by all employees on site but may be substituted during plant shutdowns, emergency situations or unscheduled maintenance. Where an RDO is substituted in accordance with the above that day shall be worked as normal and a day shall be substituted in lieu thereof.
- (b) Other than emergencies, forty eight hours notice shall be given of substitution of an RDO and in such cases the substitute day shall be taken on a date suitable to the employee no later than the end of the next rostered cycle. Provided that by mutual agreement the RDO may be substituted and taken at a later mutually agreed time.

## **16. Shift Work**

16.1 Other than as varied by this Agreement the provisions contained within the relevant Award will govern the working of shift by employees covered by this Agreement.

16.2 All Other Shift Work

16.2.1 Definitions: For the purposes of this clause

A "shift" refers to a period of work of 7.8hours duration but may be worked in conjunction with periods of overtime before or after the shift.

"Afternoon Shift" means any shift finishing after 8.00pm and at or before midnight. Unless specified elsewhere it will be paid at the rate of time plus 15% or ordinary-time rates of pay.

"Night Shift" means any shift finishing subsequent to midnight and at or before 8.00am. Unless specified elsewhere it will be paid at the rate of time plus 30% of ordinary-time rate of pay.

Provided in circumstances relating to shutdown or turnaround work a shift system of 7.8 hours may be worked with commencing and finishing times being different to the traditional shift work times. Example: From 5.00pm to 12.47am which in this case the night shift loading of 30% would apply.

16.2.2 Special Shifts

- (a) A "Special Shift" is defined as a period of work other than work or overtime connected with day work performed to handle emergency repairs to refinery equipment. Special Shifts can run for a maximum period of four (4) weeks unless otherwise agreed between the unions involved and the Company.
- (b) Subject to subclause (c) and (d) of this clause and to their attendance for these shifts, employees:
  - (i) transferred to special shift work; or
  - (ii) at the request of the company transfer from one special shift to another special shift will receive a minimum of 15.2 hours pay for each of the first four afternoon or night shifts for which they are so rostered. Subsequent afternoon and night shifts will be paid at the rate specified in subclause (16.2) of this clause.
- (c) All time worked on Sundays and No. 1 Shift Monday will be paid for a rate of double time.
- (d) When an employee is transferred from day work to night shift and the transfer is arranged in a manner which results in the first night shift being worked within twenty-four hours immediately following his/her commencement of a period of day work, he/she will receive

eight (8) hours pay at ordinary time rate in addition to any other payments due to him/her under subclause (b) of this clause for the first night shift.

- (e) All overtime associated with special shifts worked on a Saturday will be paid for at the rate of double time.

#### 16.2.3 Unit Shutdown and Turnaround Shifts

- (a) A "unit shutdown and turnaround shift" is defined as a period of work other than daywork or overtime connected with daywork performed to effect a Workcover mandated shutdown, but will not include designated shutting down and starting up rosters which shall be regarded as special shifts.

The designation of rosters as special shifts will be the decision of the Company. There is no limitation on the duration of rosters formed to effect a Workcover mandated shutdown.

- (b) An employee may be allocated to a roster to effect a Workcover mandated shutdown with 48 hours notice of the specified shift on which he/she is to work and be paid the shift penalties as set out in subclause (16.2) of this clause. In the absence of 48 hours notice, the employee is to be paid at overtime rates until the expiration of the period of notice and then be paid the shift penalties as set out in the said subclause (16.2).

#### 16.2.4 General

- (a) When due to the curtailment of a shift roster an employee is transferred from shift work to day work with less than forty-eight (48) hours notice he/she will be paid for any periods of work commenced within forty-eight (48) hours of the time of notification of the roster change at the rate he/she would have received for the shifts for which he/she was previously rostered on the same calendar days.
- (b) An employee will receive payment for a normal week for each full week employed, that is, there will be no loss of pay for time scheduled off for the purposes of making shift changes.

### **17. Meal Breaks**

#### 17.1 Day Workers

17.1.1 Day workers shall be entitled to an unpaid meal break of 30 minutes duration. Such meal break shall be taken between the fourth and fifth hours from the daily commencement time of the employee/s concerned ordinary hours.

17.1.2 To allow for continuity of work, meal breaks may be staggered.

#### 17.2 Shift Workers

Meal breaks for shift workers will be of 20 minutes duration and will be inclusive of ordinary shift hours. Meal breaks will be taken within 6 hours of starting ordinary shift hours.

### **18. Rest Period**

Day work employees shall be entitled to a paid rest period of 10 minutes duration in the first half of their daily work Monday to Friday. Such rest period to be taken at a time as will not unreasonably interfere with the continuity of work.

### **19. Overtime**

19.1 Payment for Working Overtime (For the purposes of 19.1.1 this excludes casuals employed under sub-clause 13.2A of this Agreement ).

19.1.1 For all hours worked outside ordinary hours Monday to Friday the rates of pay shall be double ordinary time rates.

19.1.2 Except as provided in this subclause or subclause 19.3 hereof in computing overtime each day's work shall stand alone.

19.1.3 For the purposes of this clause ordinary hours shall mean the hours worked in accordance with clause 15 or 16 of this Agreement.

19.2 Requirement to Work Reasonable Overtime

19.2.1 The Company may require any employee to work reasonable overtime at overtime rates and such employee shall work overtime in accordance with such requirement.

19.2.2 The assignment of overtime by the Company to an employee shall be based on specific work requirements and the practice of "one in, all in" overtime shall not apply.

19.3 Rest Period After Overtime

19.3.1 When overtime work is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days.

19.3.2 An employee (other than a casual employee) who works so much overtime between the termination of his/her ordinary work on one day and the commencement of his/her ordinary work on the next day that he/she has not had at least 10 consecutive hours off duty between those times, shall, subject to this subclause, be released after completion of such overtime until he/she has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

19.3.3 If on the instructions of the Company such an employee resumes or continues work without having had such 10 consecutive hours off duty he/she shall be paid at double ordinary time rates until he/she is released from duty for such period and he/she shall then be entitled to be absent until he/she has had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

19.4 Call In

The following provisions will apply when an employee is recalled to work overtime.

19.4.1 Dayworkers - Monday to Friday Inclusive

(a) An employee recalled to work overtime after leaving the Site (whether notified before, or after, leaving the Site) shall be paid for a minimum of four hours work at the appropriate rate for each time the employee is so recalled.

(b) Unless unforeseen circumstances arise the employee shall not be required to work the full four hours if the job the employee was recalled to perform is completed within a shorter period.

(c) An employee who, not having been notified before leaving the site, is called back to start work at a time less than four hours before the commencing time of the employee's ordinary hours of work, shall be paid from the time the employee commences work at the rate of

double time for the first four hours, in lieu of his ordinary-time rate occurring during this period. Thereafter the employee will revert to the rate applicable to ordinary time.

- (d) When an employee is recalled on Saturday he/she shall be paid a minimum of four (4) hours at double time plus one (1) hour at his/her ordinary time rate of pay for travel time.
- (e) When an employee is recalled to work overtime associated with shipping movements at the wharf or sub-berth this recall will be responded to as initially advised and should circumstances change the decision will be made upon the employee's arrival as to whether the call-in will be cancelled and the employee released or held in order to perform the work for which the call-in was initially made.

#### 19.5 Saturday, Sunday, Public Holiday Work

An employee required to work overtime on a Saturday, Sunday, Public Holiday shall be afforded at least 4 hours work or paid for 4 hours at the appropriate rate except where such overtime is continuous with overtime commenced on the day previous.

##### 19.5.1 Saturday Overtime (excluding casual employees employed under Clause 13.2A)

Overtime hours worked on Saturday shall be paid for at double ordinary time rates.

##### 19.5.2 Sunday Overtime

Overtime hours worked on a Sunday shall be paid for at the rate of double ordinary time rates.

##### 19.5.3 Public Holiday (PH) Overtime (amended 12/6/03 for purposes of clarity)

Overtime hours (outside of normal day-work hours i.e. 7.30am to 3.47pm) worked on a PH shall be paid for at the rate of triple ordinary time rates. Hours worked during normal day-work hours on a PH will provide the employee with his/her ordinary public holiday payment, plus double time culminating to a maximum of triple time for the normal day-work.

##### 19.5.4 Work on Rostered Day Off

An employee called in to work overtime on a rostered day off shall be paid travel time of one (1) hour at his/her ordinary time rate of pay for each time he/she is called in, except when he/she is notified of the requirement to work overtime on the previous normal working day or earlier.

#### 19.6 Crib Time

19.6.1 An employee working overtime shall be allowed a crib time of 20 minutes without deduction of pay after each four hours of overtime worked provided the employee continues working after such crib time.

19.6.2 Provided that where a day worker is required to work overtime on a Saturday the first prescribed crib time shall if occurring between 10.00 am and 1.00 pm be paid at ordinary rates.

19.6.3 Where the period of overtime is more than two hours an employee before starting overtime after working ordinary hours shall be allowed a crib break of 20 minutes which shall be paid for at ordinary rates. The Company and employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that the Company shall not be required to make any payment in respect of any time allowed in excess of 20 minutes.

#### 19.7 Meal Allowance

19.7.1 An employee required to work overtime shall be paid an allowance in lieu of overtime meals for each meal in accordance with the scale as prescribed at Appendix "C" of this Agreement.

19.7.2 A day work employee required to work overtime beyond 8 hours on a Saturday or a Sunday shall be paid a meal allowance in accordance with the scale as prescribed at Appendix "C" of this Agreement.

19.8 Time Off in Lieu of Payment of Overtime

19.8.1 Notwithstanding the provisions of subclause 15.3 an employee may elect, with the consent of the Company, to take time off in lieu of payment for overtime at a time or times agreed with the Company.

19.8.2 Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.

19.8.3 The company shall if requested by an employee, provide payment at the rate provided for the payment of overtime in the Agreement, for any overtime worked under paragraph 19.8.1 of this subclause where such time has not been taken within four (4) weeks of accrual.

19.9 Overtime Cancellation( holidays and/or weekends)

19.9.1 If, on a week day, notice cancelling a previous instruction to work overtime on a Holiday as prescribed in Clause 20 of this Agreement or to work during a weekend is given to an employee before he/she leaves the site, a penalty payment shall not be payable.

19.9.2 If notice cancelling the instruction is sent, or telephoned, to the employee's registered address before he/she would normally have left to commence work, he/she shall be paid a minimum of four hours at his/her ordinary time rate. cancellation is delivered,

19.9.3 If the employee is not at their registered address when notice of cancellation is delivered ,or telephoned, and they subsequently report for work they shall be paid four hours at their ordinary time rate in lieu of the penalties prescribed elsewhere in this Agreement.

19.9.4 If overtime is cancelled after having commenced work an employee shall be paid for all hours worked with a minimum of four hours at the appropriate rate.

**20. Public Holidays**

20.1 Prescribed Public Holidays

20.1.1 An employee on weekly employment shall be entitled, without loss of ordinary pay, to public holidays as follows:-

New Year's Day	Easter Monday
Australia Day	Anzac Day
Labour Day	Queen's Birthday
Good Friday	Christmas Day
Easter Saturday	Boxing Day
Picnic Day (usually the Tuesday following Easter Monday)	
Additional Holiday (1st Monday in December)	

or such other gazetted day as is generally observed in the locality to which this Agreement applies as a substitute for any of the above days.

20.1.2 For the purpose of this Agreement



- (a) When Christmas Day is a Saturday or on a Sunday, a holiday in lieu thereof shall be observed on 27 December.
- (b) When Boxing Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on 28 December.
- (c) When New Year's Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on the next Monday.
- (d) Where Anzac Day falls on a Saturday and Caltex employees are granted a holiday in lieu thereof, the same shall apply to Company employees. (In this case any entitlements relating to payment for working on a holiday will apply only once, i.e. on the day in lieu)

20.1.3 By agreement between the company and employee, other days may be substituted for the said days.

## 20.2 Holidays - Absence on Working Day Before or After

Where an employee is absent from employment on the working day before or the working day after a public holiday without reasonable excuse or without the consent of the Company, the employee shall not be entitled to payment for such public holiday.

## **21. Annual Leave**

### 21.1 Period of Leave

21.1.1 Employee's (other than casual employee) covered by this Agreement shall accrue at the end of each 12 months of their continuous employment with the company an entitlement to four (4) weeks leave.

21.1.2 Annual leave shall accrue on the bases of 2.692 hours for each week of continuous employment .

### 21.2 Annual Leave is exclusive of Public Holidays

Such annual leave shall be exclusive of any statutory holiday (as prescribed in this Agreement) which may occur during the period of annual leave and (subject to subclause 21.6 hereof) shall be paid for by the Company in advance.

### 21.3 Payment on Termination

21.3.1 If the employment of any employee is terminated for any reason at the expiration of a full year of employment the Company shall be deemed to have given the leave to the employee from the date of termination of the employment and shall forthwith pay to the employee in addition to all other amounts due to the employee his/her pay, calculated in accordance with subclause 21.6(b) hereof, for four weeks less payment of any leave previously taken.

21.3.2 If the employment of any employee is terminated for any reason before the expiration of a full year of employment, such employee shall be paid, in addition to all other amounts due, an amount equal to one-twelfth of the ordinary earnings for the period of the employment calculated in accordance with subclause 21.6 hereof less payment of any leave previously taken.

### 21.4 Period of Notice prior to taking Annual Leave

The provisions of the Act relating to notice period will be applicable.

21.5 No Payment in lieu of Annual Leave

Except as herein before provided it shall not be lawful for the Company to give or for any employee to receive payment in lieu of annual leave.

21.6 Calculation of Annual Leave Pay (when leave is actually being taken)

21.6.1 Calculation of Annual Leave Pay - in respect to Annual Leave entitlements to which this subclause applies, annual leave pay (including any proportionate payments) shall be calculated as follows:

- (a) Shift Workers - Subject to provision (b) hereof the rate of wage to be paid to a shift worker shall be at the rate payable for work in ordinary time according to the employee's roster or projected roster, including Saturday, Sunday or holiday shifts.
- (b) All Employees - In no case shall the payment by the Company to an employee be less than the sum of the following amounts:
  - (i) The employee's ordinary "all-purpose" wage rate as prescribed by this Agreement (Appendix 'A') for the period of Annual Leave (excluding shift premiums and weekend penalty rates);

21.7 Annual Leave Loading (22.5%)

An employee who proceeds on Annual Leave shall receive a loading of 22.5% calculated on the total amount of Annual Leave Pay received. Provided that a shift worker (Clause 16) actually taking leave shall receive the said loading or paid as per his/her projected shift roster, whichever is the greater. This loading shall also apply to any proportionate leave. Provided also, that any leave paid out under subclause 21.3 hereof, then such 22.5% loading will apply.

21.8 Split Leave

By mutual agreement between the Company and employee/s concerned Annual Leave entitlements may be split into several leave periods.

21.9 Calculation of Continuous Employment

21.9.1 For the purpose of this Clause, service shall be deemed to be continuous notwithstanding:

- (a) any interruption or determination of the employment by the Company if such interruption or determination has been made merely with the intention of avoiding obligations hereunder in respect of leave of absence;
- (b) any absence from work on account of personal sickness or accident, or on account of paid leave lawfully granted by the Company, or
- (c) any absence with reasonable cause, proof of which shall be upon the employee.

21.10 Annual Closedown

21.10.1 The Company may close its worksites or reduce the number of employees required for work so that all, or the maximum number of employees take leave at the same time.

21.10.2 The Company shall give one month's notice of its intention to employees who would be affected by such action.

- 21.10.3 When the workplace is closed, employees must take the leave to which they are entitled pro-rata at the period of closure. In the case of the employee leave balance being less than the period of annual closure, the remainder of the closedown period shall be taken as unpaid leave.
- 21.10.4 Should the employee later accrue the entitlement to further paid leave following the resumption of work, the employee may elect to have the period of unpaid leave, paid from the subsequently accrued leave.
- 21.10.5 If an employee is employed for less than one year, any leave taken will be proportionate to length of service and if such leave is not equal to the leave given to other employees, then the employee shall not be entitled to work or pay whilst other employees are on the annual leave closedown.

#### 21.11 Reference to Annual Holiday Act

In any area of interpretation or dispute the NSW Annual Holidays Act, shall be referred to.

### **22. Sick Leave**

- 22.1 A full time employee who is absent from work on account of personal illness or an account of injury by accident, other than that covered by Workers' Compensation, will be entitled to leave of absence, without deduction of pay subject to the following conditions and limitations:
  - 22.1.1 The employee must within 24 hours of the commencement of such absence inform the Company of their inability to attend for duty, and as far as practicable, state the nature of the injury and the estimated duration of such absence.
  - 22.1.2 The employee must prove to the satisfaction of the Company that he/she was unable (on account of such illness or injury) to attend for duty on the day or days for which sick leave is claimed.
  - 22.1.3 An employee during the first year of employment with the Company will be entitled to sick leave entitlements at the rate of 1 day (7.8 hours) for each ten (10) weeks of employment.
  - 22.1.4 Provided that an employee who has completed one year of continuous employment with the Company will be credited with a further 10 days (78 hours) sick leave entitlement at the beginning of the second and each subsequent year.
- 22.2 Subject to the provision of this clause, an employee will be entitled to claim sick pay for two (2) single day absences in any year without substantiating documentation. Thereafter, any single day claimed within the same year will be supported by a statutory declaration. For multiple days claimed at any time, the employee will need to supply to the Company's satisfaction a medical certificate from a duly qualified medical practitioner attesting to the fact that the employee was unable to attend for duty on account of personal illness or injury.
- 22.3 Untaken sick leave with the Company will accumulate from year to year.
- 22.4 If any employee is terminated by the Company and is re-engaged within a period of 6 months, then the employee's unclaimed balance of sick leave will continue from the date of re-engagement.
- 22.5 Sick leave entitlements are accrued and provided to employees for the purpose of illness or injury as provided in this Clause. Payment of unused entitlements on termination will not be made.
- 22.6 Use of accrued sick leave entitlements may also apply for family/personal carers needs. Where such a need arises it shall be taken in accordance with Carer's Leave provisions of the relevant Parent Award. Generally this provision relates to circumstances where the employee is required to care for an immediate

family or household member who is sick. Qualification for payment is based on the same qualification for payment of sick leave as prescribed within this clause.

### **23. Bereavement Leave**

- 23.1 A full time employee shall be entitled to a maximum of two days without loss of pay on each occasion and on production of satisfactory evidence of death in Australia of the employee's partner, father, mother, brother, sister, child, stepchild or parents-in-law.
- 23.2 Provided a full time employee shall be entitled to a maximum of three days' leave without loss of pay on each occasion and on the production of satisfactory evidence of the death outside of Australia of an employee's partner, father, mother, brother, sister, child, stepchild or parents-in-law and where such employee travels outside of Australia to attend the funeral.

### **24. Long Service Leave**

Employees covered by this Agreement shall be entitled to long service leave in accordance with the provisions of the NSW: *Long Service Leave Act*, 1955 or where applicable the: *NSW Building and Construction Industry Long Service Leave Act*;

### **25. Jury Service**

- 25.1 A full time employee required to attend for jury service during ordinary working hours will be reimbursed by the Company an amount equal to the difference between the amount paid in respect of attendance for such jury service and the amount of wage they would have received in respect of the ordinary time he/she would have worked had he/she not been on jury service.
- 25.2 The employee must notify the Company as soon as practicable of the date upon which he/she is required to attend for jury service and must provide the Company with proof of attendance, the duration of such attendance, and the amount received in respect thereof.

### **26. Parental Leave**

The provisions of the relevant Parent Award relating to Parental Leave shall apply.

### **27. Effective Use of Resources**

In certain situations it may be necessary for staff employees not covered by this Agreement to temporarily perform work in occupations covered by this Agreement. These situations are defined as:

- (1) In the performance of job training.
- (2) For the induction of new employees into the workforce.
- (3) In emergency situations regarding the safety of people, environment or equipment.
- (4) Where there is a request for assistance from an employee covered by this Agreement.
- (5) Commissioning of equipment in conjunction with relevant employees.

### **28. Safety and Occupational Health**

- 28.1 The NSW *Occupational Health and Safety Act*, 1983 its amendments and regulations will apply. A Safety Committee will be formed and operate in accordance with the abovementioned Act.

- 28.2 It is recognised that the Company is responsible for the safety of the workforce, irrespective of whether work is carried out by Company employees or by subcontractors, but this in no way removes any obligation from Company employees, individual subcontractors, or their employees, for proper safety practices to prevail at all times. Safety is everyone's business.
- 28.3 In order to clarify obligations under the NSW Occupational Health and Safety Act, 1983 so as to reduce the degree of accidents or near misses it is agreed:
- 28.3.1 Where a genuine safety problem exists, work shall only cease where necessary, in the disrupted area. Work shall continue elsewhere unless access to other working areas is unsafe. However, any problems of access shall be immediately rectified and the employees will use any alternative safe access to such safe working areas while the usual access is being rectified.
- 28.3.2 Where there is an overall genuine site safety issue, procedures as outlined at 28.4 below should be undertaken. Employees will not leave the site without specific directions from management but will remain in the facilities provided or some other nominated safe area.
- 28.4 Procedures
- (a) Immediate inspection shall take place to identify what needs to be done in the area(s) where the safety problem exists.
  - (b) All employees who can be gainfully employed who are suitably skilled will immediately rectify whatever needs to be rectified.
  - (c) Once the rectification work has been carried out, productive work then resumes.
  - (d) Such resumption of work shall take place in stages once each area has been passed as safe.
  - (e) If in any circumstance after the procedures at a) b) c) d) hereof have been followed and a dispute situation has developed, then such a dispute shall be followed in accordance with Clause 11 of this Agreement.

## **29. Clothing and Protective Equipment**

- 29.1 General/Identification
- 29.1.1 Full time employees shall be issued with safety footwear and protective clothing under the following terms:
- Employees must wear the footwear and clothing whilst at work.
- It is the responsibility of employees to clean and maintain same in a neat and tidy condition.
- Clothing issued may be identified by a Company logo.
- 29.2 Protective Footwear/Clothing Issues
- 29.2.1 Protective items will be supplied as soon as is practicable upon commencement , thereafter, they will be replaced on a fair wear and tear basis:
- Footwear- one pair replaced at least annually
- Shirts - four nomex or similar substitute
- Pants or overalls - four nomex or similar substitute

Jacket or jumper - each full time employee will be provided with their jacket or jumper within 6 weeks from the acceptance date of this Agreement

29.2.2 Employees engaged as casuals will be required to present themselves for work in suitably attired safety footwear and clothing. Provided that where suitable fire retardant clothing i.e. shirts and pants or combination overalls are not provided by the Company the employee shall be entitled to a payment as prescribed at Clause A2.8 of the Agreement.

### 29.3 Fire Retardant Products

29.3.1 Items will be of good quality and where necessary clothing items will be made of fire retardant material.

29.3.2 Non-Wearing of:

- (a) Where an employee who has been issued with required protective safety equipment, including safety footwear, helmets, harnesses, glasses, sunscreen lotions and protective clothing is found not to be wearing same on the job then such employee shall be counselled.
- (b) Further infractions in relation to the non-wearing of the said protective equipment/clothing referred to above shall result in the employee being required to show cause why the said employee should not be removed from the job.

## **30. Sub-Contractors.**

30.1 Sub-contractors will be used by the relevant Company to carry out work as required.

30.2 Sub-contractors used on the site will be to:

- (a) Perform specialised work or services;
- (b) Install and/or refurbish facilities, plant or equipment;
- (c) Modify or replace facilities, plant or equipment.

30.3 In order to ensure that Contractors and/or subcontractor's comply with statutory requirements in respect to payroll records, superannuation payments, workers compensation certificates of currency and the terms of this Agreement, the relevant Company will regularly monitor sub-contractors to this effect. A Site Contractors Management Committee will be established under the Chairmanship of Transfield Services. The committee, amongst other things, will investigate any issues of non compliance raised against any Contractor or Sub-contractor by any Union.

30.4 In circumstances where a subcontractor has more than 2 weeks continuous work on site the provisions of this Agreement will apply to subcontractors employees, provided on balance, they receive no net detriment in respect to wages and conditions for their period of service on site. .

## **31. Workers Compensation**

In areas of workers compensation, rehabilitation, the standards of the NSW: Workers Compensation Act, 1987 its amendments and regulations will be followed.

### **31A Anti-Discrimination**

It is the intention of the parties bound by this Agreement to seek to achieve the object in section 3(f) of the *Industrial Relations Act 1996* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity, age and responsibilities as a carer.

### **32. Apprentices**

32.1 When at any time the Company has a need to enter into a contract of training with a person, the apprenticeship and training shall be in accordance with the NSW: Industrial and Commercial Training Act, 1989.

32.2 Wage Rates

The minimum weekly wage for an apprentice shall be derived by applying the relevant yearly percentage (%) from the relevant tradespersons base rate as follows: Electrical ( EME-Level 2),Mechanical ( MME-Level 5),Building (BME-Level 5) shown in Appendix "A" of this Agreement.

Year	Percentage
First year	42%
Second year	55%
Third Year	75%
Fourth year	88%

32.3 Conditions of Employment

Subject to subclause 32.4 apprentices shall receive conditions of employment no less than those applying under the terms of this Agreement. Provided that in any area of disputation the apprenticeship clause applying in the relevant Parent Award shall be used as a reference.

32.4 Termination and/or Redundancy

The provisions of Clause 41 of this Agreement shall have no application to apprentices during their period of apprenticeship.

32.5 Adult Apprenticeships

Prior to any adult apprenticeships eventuating, representatives from the Company and the relevant organisation of employees listed at Sub-clause 3.1.2. of Clause 3 of this Agreement will confer.

### **33. Counselling and Disciplinary Action**

33.1 Each employee bears the ultimate responsibility for his/her actions and ability or willingness to comply with Company standards.

33.2 Problems are generally divided into three categories:

Work performance / Attendance / Conduct.

33.3 Where it is recognised that an employee is having a problem in any of the above categories then the following will apply:

An oral reminder will be issued to the employee by the relevant supervisor.

33.4 Where an employee continues to transgress then the following will apply:

A written reminder will be provided to the employee by a manager of the Company.

33.5 Where practicable, to assist an employee in resolving his/her problem, the Company may provide support ie. counselling, and/or training to any employee which in the Company's opinion may be reasonable under the circumstances.

33.6 Where after the abovementioned reminder has been issued and the employee continues to transgress, then the onus is on the employee to show cause why his/her employment should not be terminated.

33.6.1 In any situation where the site manager confers with an employee on a disciplinary matter, the employee is entitled to request that a witness be present. Such reasonable request will be adhered to by the manager.

33.7 In any circumstances where an employee has received a written reminder and continues in the employment of the Company for a further six months without receiving a further written reminder then the initial written reminder may be erased from the employees file

33.8 An employee after making an appointment with the manager may view his/her file. Each file will contain amongst other entries statutory requirements and comments on an employees oral or written reminders or commendations for good performance.

33.9 Nothing in this clause shall deny the Company its rights to dismiss an employee without notice for any conduct, action or otherwise that justifies instant dismissal and in such cases wages shall be paid up to the time of dismissal only.

### **34. Consultative Committee**

34.1 To assist in creating a stable and cooperative working relationship a consultative committee consisting of equal employee and managerial numbers totalling between 4 and 6 members will be established. It is not the objective of parties to the Agreement that the committee would over-ride the functions and/or responsibilities of the Company or Unions.

34.2 Functions of the Committee

34.2.1 The following are some of the committees likely functions but not limited to:

Communicate understanding of the Company's objective

Continuous improvement:

- (i) Workplace teams
- (ii) Effective planning and resource utilisation
- (iii) Key Performance Indicators (KPI's) etc.

To identify problems and work cooperatively to develop solutions.

To promote industrial harmony and better employee relations.

Consider efficient means to improve communications, safety, quality assurance etc.

Manage implementation of consultative mechanisms and procedures.



### **35. Amenities**

- 35.1 The Company will provide amenities that meet the minimum standards in accordance with relevant statutory requirements. Employees will ensure that amenities are kept clean and presentable. (This does not mean general cleaning of facilities as part of an employees ancillary duties.)
- 35.2 Any area of concern relating to amenities will be progressed via the Consultative Committee.

### **36. Right of Entry - Union Official**

- 36.1 Subject to statutory entitlements, an official of a Union party to this Agreement may enter the site subject to the following:
- (a) Prior notice being made with management of the relevant Company;
  - (b) The official will comply with all Safety and Site policies relating to visitors;
  - (c) In accordance with statutory requirements being met, the Company will not unreasonably deny access to accredited Union Officials for the purposes of conducting legitimate union business . The Company will inform the refinery Reliability Manager or his designate of the intended visit by the Union Official.

### **37. Employee Representative (Union Delegate/Shop Steward)**

- 37.1 Where at the discretion of the employees, Employee Representatives are elected, the Company will recognise Employee Representative as being persons who have rights and obligations in accordance with the Industrial Relations Act.
- 37.2 Employee Representatives will be allowed reasonable approved time during working hours to carry out functions associated with his/her role.
- 37.3 An Employee Representative, upon request, will be afforded free use of site telephone or facsimiles services on matters associated with his/her role.
- 37.4 The Company will allocate annually, to each Organisation of Employees as listed in Clause 3 (3.1.2) of this Agreement a maximum of ten (10) paid training leave days for Employee Representatives. Provided, that no individual Employee Representative will be allowed more than five (5) approved paid training days in any twelve (12) monthly period. Approval for paid training leave will only be considered on written request from the Secretary of the relevant Organisation of Employee's. Provided each approved paid training course will have a session in respect to the requirements of following the Dispute Settling Procedure. In any area of dispute relating to appropriate numbers of Employee Representatives, the decision of Munro J. in matter C No.21831 of 1999 will be referred to.

### **38. Notice Board**

A notice board of reasonable dimensions will be situated in a prominent position. The main use of the notice board is for relevant documentation to be displayed. Employee Representatives or Managers will only remove unnecessary or outdated documentation specifically relating to their respective responsibilities.

### **39. Mixed Functions**

An employee engaged for more than two (2) hours during one (1) day or shift on duties carrying a higher rate than his/her ordinary classification/level will be paid the higher rate for such day or shift. If for two (2) hours or less during the day or shift he/she shall be paid the higher rate for the time so worked.

#### **40. Superannuation**

40.1 In accordance with the requirements of the Superannuation Guarantee Act, its amendments and regulations, the Superannuation Guarantee Charge (SGC) Legislation and subject to the terms and conditions of the relevant superannuation fund trust deed, the Company will contribute on behalf of each employee the following SGC percentage:

Financial Year	Percentage
2003>	9%

40.2 The relevant Superannuation Fund at the employees option will be:

C + Bus

Transfield Retirement Fund, or other agreed Fund.

#### **41. Redundancy**

41.1 Definitions

41.1.1 "Redundancy" shall mean where the Company terminates an employee at the Site as a result of reduced labour requirements brought about by changes in production, programming or by the loss of, or reduction in the scope of the Company's contract on site.

41.1.2 "Continuous Employment" shall mean continuous employment with the Company at the Site from December 1 1995 except that for the purpose of redundancy/severance pay continuous service shall not be deemed to be broken where:

- (a) The Company makes the employee redundant and the employee is offered and accepts alternative employment with another contractor on the site.
- (b) The Company transfers the employee to another job off-site for a period of not more than one month, however the time off site shall not be taken into account in the calculation of continuous service.

41.2 Application

41.2.1 Where an employee is made redundant (as defined) by the Company, the employee shall subject to the provisions of this clause be entitled to redundancy/severance pay to the amount specified in 41.4 Severance Pay hereof.

41.2.2 Entitlement to redundancy/severance pay shall not apply where the employee is offered and accepts alternative employment with another contractor on the site and in such circumstances for the purpose of redundancy/severance pay service with the terminating contractor shall be deemed to be service with the employing contractor.

41.2.3 Where the employee is made redundant (as defined) and the employee declines the offer of alternative employment on the site and elects to take redundancy/severance pay provided for in this clause, such employee will not be permitted to take alternative employment on the site for a period of six (6) months.

41.3 Termination of Employment due to Redundancy

Where the Company terminates an employee due to redundancy the following notice shall apply(The notice is in lieu of and not in addition to the notice as provided for at Clause 13.4 of this Agreement)

Period of Continuous Service	Period of Notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

In addition to the above notice employees over 45 years of age at the time of giving notice with not less than two years continuous service shall be entitled to an additional weeks notice.

Payment in lieu of the notice shall be made if the appropriate notice is not given. Provided that the employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

#### 41.4 Severance Pay

41.4.1 An employee who is retrenched shall be entitled to the following severance pay in addition to the notice for termination set out in subclause 41.3

Period of Continuous Service	Severance Pay
Less than 1 year	Nil
1 year and more, but less than 2 years	4 week's pay
2 years and more, but less than 3 years	7 week's pay
3 years and more, but less than 4 years	10 week's pay
4 years and more, but less than 5 years	12 week's pay
5 years and more, but less than 6 years	14 week's pay
6 years and more	16 week's pay

"Weeks Pay" means the normal weekly all purpose earnings (excluding overtime) for the employee concerned.

41.4.2 An employee aged 45 or more will receive additional loading of 25% to the above severance pay scale.

41.4.3 The severance payment shall not exceed the amount the employee would have earned if his/her employment with the Company had continue to normal retirement date.

## **APPENDIX "A"**

### A1. WAGE RATES

#### A1.1 Classification Stream/Title/Levels

This Agreement provides for a structure of three separate classification streams with varying levels within each stream. The classification streams /title being:

Electrical Maintenance Employee (EME)

Maintenance Employee (MME)

Building Maintenance Employee (BME)

A1.1.1 Employees will be classified into one of the following classification Stream levels which is compatible to the Company's needs provided the employee has the appropriate qualifications. Employees will be required to carry out such duties as

are within the limits of the employees' skill, competence and training, including work that is incidental or peripheral to the employee's main function.

#### A1.2 Skills Enhancement Programme Progression

All employees shall have a reasonable opportunity of progressing to a higher classification level. Advancement to a higher level will result from:

Requirement/needs of the Company for skills within the classification levels specified.

Capacity of the employee to competently perform the work.

NB: Classification advancement is dependant upon vacancies and the needs of the Company.

#### A1.3 Additional Classifications

The Classifications mentioned within each stream are not considered to be inclusive of all classifications likely to be used on the site, other classifications may be included from time to time, provided discussion will take place between the relevant Parties to the Agreement.

#### A1.4 Streams/Title/Level

Subject to the provisions of (A1.1.1) persons employed at any one of the following streams/levels will have successfully completed the Site Induction Programme and be a person who has the necessary qualifications as outlined in the skills matrix at Appendix "B" of this Agreement.

#### A1.5 Electrical Maintenance Stream

35 hour weekly ordinary time wage from:

Title Level Title/Level	From: 7/6/03	From: 7/12/03	From: 5/6/04	From: 4/6/05
Electrical Maintenance Employee -Level 1	\$722.16	\$736.60	\$766.06	\$797.71
Electrical Maintenance Employee -Level 1A	\$771.32	\$786.75	\$818.22	\$850.94
Electrical Maintenance Employee -Level 2	\$842.41	\$859.26	\$893.63	\$929.38
Electrical Maintenance Employee -Level 3	\$883.93	\$901.61	\$937.67	\$975.18
Electrical Maintenance Employee -Level 4E	\$893.21	\$911.07	\$947.52	\$985.42
Electrical Maintenance Employee -Level 4I	\$923.40	\$941.87	\$979.54	\$1018.73
Electrical Maintenance Employee -Level 5	\$937.68	\$956.43	\$994.69	\$1034.48
Electrical Maintenance Employee -Level 6	\$1000.62	\$1020.63	\$1061.45	\$1103.91
Electrical Maintenance Employee -Level 7	\$1036.72	\$1057.46	\$1099.76	\$1143.75

#### A1.6 Mechanical Maintenance Stream

35 hour weekly ordinary time wage from:

Title - Level Title/Level	From: 7/6/03	From: 7/12/03	From: 5/6/04	From: 4/6/05
Mechanical Maintenance Employee -Level 1	\$722.05	\$736.50	\$765.95	\$796.60
Mechanical Maintenance Employee -Level 2	\$771.12	\$786.54	\$818.00	\$850.72
Mechanical Maintenance Employee -Level 3	\$820.69	\$837.10	\$870.59	\$905.41
Mechanical Maintenance Employee -Level 3A	\$845.78	\$862.70	\$897.20	\$933.09
Mechanical Maintenance Employee -Level 4	\$830.48	\$847.09	\$880.97	\$916.20

Mechanical Maintenance Employee -Level 5	\$830.48	\$847.09	\$880.97	\$916.20
Mechanical Maintenance Employee -Level 6	\$861.49	\$878.72	\$913.87	\$950.42
Mechanical Maintenance Employee -Level 7	\$880.15	\$897.76	\$933.67	\$971.00
Mechanical Maintenance Employee -Level 8	\$908.92	\$927.10	\$964.18	\$1002.75

#### A1.7 Building Maintenance Stream

35 hour weekly ordinary time wage from:

Title - Level Title/Level	From: 7/6/03	From: 7/12/03	From: 5/6/04	From: 4/6/05
Building Maintenance Employee -Level 5				
Plumber	\$852.72	\$869.77	\$904.56	\$940.74
Carpenter	\$851.60	\$868.62	\$903.37	\$939.51
Signwriter	\$850.17	\$867.17	\$901.86	\$937.93
Bricklayer	\$847.62	\$864.57	\$899.15	\$935.12
Painter	\$841.29	\$858.12	\$892.44	\$928.14
Building Maintenance Employee -Level 6	\$861.49	\$878.72	\$913.87	\$950.42
Building Maintenance Employee -Level 7	\$880.15	\$897.76	\$933.67	\$971.00
Building Maintenance Employee -Level 8	\$893.11	\$910.97	\$947.40	\$985.30

#### AA1. LEAVE RESERVED

In relation to the wage increase that applies to year three of this Agreement (i.e. 4% increase effective 4th June 2005) the Company has committed to ensure that employees will not be disadvantaged during year three in relation to increases granted to other award covered work groups. Leave is reserved to the Unions to raise this issue and will not be seen as a breach of a no extra claims undertaking.

The Company is also prepared to enter into discussions with the Unions if the need arises for Contractor employees to become qualified as members of the Oil Spillage Response Group.

#### A2. ALLOWANCES

##### A2.1 Tool Allowance

Tool Allowance is included in the "all Purpose" rates prescribed in the Agreement provided that where at the date of making this Agreement a current site employee is receiving a tool allowance then such an employee shall continue to receive the tool allowance during their current term on site.

##### A2.2 Electrical Certificate Allowance

An employee who holds an appropriate electricians certificate and is required by the company to use same shall be paid an "all purpose" allowance of:

- (i) Qualified Supervisor Certificate \$27.80 per week
- (ii) Certificate of Registration \$15.00 per week

The allowances will be adjusted coinciding with Award (ECIA) movements.

##### A2.3 Team Leader Allowance

A2.3.1 An employee appointed by the Company as a Team Leader shall be paid an "all purpose" allowance. The allowance will be:

7Th June 2003	6th Dec 2003	5th June 2004	44h June 2005
\$51x35hr week	\$52x35hr week	\$54x35hr week	\$56x35hr week

A2.3.2 The minimum requirement for an employee to be appointed a Team Leader shall be one day. Provided that a minimum one days notice by the Company (or one days team leader rate in lieu) will be required to release a Team Leader from his/her Team Leader role.

A2.4 First Aid Allowance

A2.4.1 Where required, the company may appoint a suitably qualified employee to perform first aid duties, subject to the following:

The employee would have been trained to render first aid and be the holder of a current St. John's Ambulance (or its equivalent) Certificate.

A2.4.2 An employee appointed to render first aid shall be entitled to an "all purpose" allowance. This allowance will be: \$10.45 per week

The allowances will be adjusted coinciding with Award (ECIA) movements.

A2.5 Car Allowance

A2.5.1 An employee required to work overtime without being notified the previous day or earlier will be paid a car allowance where the employee provides his/her own means of transport to return to his/her home from the site.

7Th June 2003	6th Dec 2003	5th June 2004	44h June 2005
\$24.78	\$25.28	\$26.29	\$27.34

A2.5.2 If an employee pursuant to notice provides his/her own means of transport and is not required to work overtime he/she shall be paid the above prescribed allowance.

A2.5.3 In accepting this allowance employees accept full responsibility for using their private cars for this purpose. They shall not make claims against the company on account of damage to their cars or claims being made against them by other parties arising from incidents or accidents occurring while using their cars for this purpose.

A2.6 Transport and Location Allowance ( already incorporated in the wage rates)

A2.6.1 Included in the wage rates as prescribed at A1(A5,A6,A7) of this Agreement is an "all purpose" Transport and Location Allowance as follows:

7Th June 2003	6th Dec 2003	5th June 2004	44h June 2005
\$16.83	\$17.16	\$17.85	\$18.56

A2.7 Boarding Allowance

An employee required to be aboard a vessel at the sub-berth in Botany Bay shall be paid a Boarding Allowance. The allowance is payable once only for each week during which the employee is required to board vessels moored at the wharf sub-berth in Port Botany.

7Th June 2003	6th Dec 2003	5th June 2004	44h June 2005
\$19.43per week	\$19.81per week	\$20.60per week	\$21.43 week

A2.8 Clothing Allowance

Where work clothing i.e. pants, shirts or combination overalls in accordance with Cause 29 of this Agreement are not supplied by the Company eligible employees shall be paid a flat daily clothing allowance at the following rate per day for each day worked.

7Th June 2003	6th Dec 2003	5th June 2004	44h June 2005
\$2.27 per day	\$2.31per day	\$2.40 per day	\$2.50per day

### A3. ALL PURPOSE

#### A3.1 Rates of Pay - Definition

- A3.1.1 The rates of pay expressed in this Appendix provide for all conditions of employment. They are the minimum rates of pay to be paid on the site.
- A3.1.2 The rates expressed are paid for all or any disabilities associated with any work carried out by the employees including, without limiting award special rates, confined space, wet underfoot, height, dirt, dust, heat, fumes, special skill payments, wind, training, laundry, asbestos, toxic substances and any other similar or like payments which may be provided for in any other relevant Awards/Agreements and not expressly provided for elsewhere in this Agreement, and/or relating to the scope of work to be undertaken by the Company.
- A3.1.3 The weekly rates as specified at A1 and relevant allowances as specified at A2 (2.2), (2.3) and (2.6) reflect, where applicable, the All Purpose 35 hr Weekly Wage Rate.
- A3.1.4 All Award/Parent Award provisions which provide for an industry or like allowance, disability or like allowance, special rates, fare and/or travelling allowances other than those stated elsewhere in this Agreement, are deemed to be incorporated in this Agreement.

### A4. KEY PERFORMANCE INDICATOR BONUS (KPI)

The current KPI bonus system of 2.5% maximum, with its terms, conditions and application will continue. Provided that for casual employees with 3 months continuous service or more over the applicable bonus period, then such casual employees would also be entitled to a pro rata payment.

### A5. INCOME PROTECTION

The Company will provide Income Protection Insurances (sickness & accident) for all Full Time employees covered by this Agreement. The scheme will be with the Union nominated provider IUS, under the terms offered by IUS from time to time. For the life of this Agreement the overall cost will not exceed 1.5% of payroll (exclusive of payroll tax). The scheme will relate to full time employees only, and will be introduced no later than 30 days after the date of approval of this Agreement by the Industrial Commission on NSW.

## **APPENDIX "B"**

### B1. Electrical Maintenance Employee

B1.1 Electrical Maintenance Employee, is an employee engaged to carry out maintenance and miscellaneous work at the Kurnell Refineries.

All Electrical Maintenance Employees are graded at various levels depending upon the utilisation of their achieved certification, skills and assessment of Core activity criteria as detailed in the Skills Training Register. Regardless of any graded level, an Electrical Maintenance Employee will perform general duties

within their skill level as required. Such duties will include but not be limited to the following and in no way shall prejudice the requirements contained within the classification structure:

Assisting other Electrical Maintenance Employees in the performance of their duties.

Erection and dismantling of scaffolding, soldering, brazing, use of oxy-acetylene and electrical arc welding equipment and perform or assist minor lifting duties where the performance of such duties does not infringe statutory requirements.

Erect and dismantle tarpaulins and any special purpose "igloos" as required, without the assistance of an employee holding a Rigger's Certificate of Competency.

Perform minor lifting tasks in association with their assigned duties by way of removal and installation of equipment and piping, where the lifting does not contravene statutory regulations.

Employees in possession of a Class 1 Driver's Licence shall utilise the licence where the driving is required incidental or ancillary to their assigned duties.

Removal of and application of lagging and sheetmetal work.

Operates power driven machinery including but not limited to power shears, power hacksaws, power press, grinders, screwing, drilling, tapping, threading and milling machines, lathes and vacuum machines.

Work within tool rooms and storerooms as directed.

Work of a general nature including labouring.

Co-ordinates and communicates with other crafts.

Shares specialised knowledge.

Perform safety and fire-watching duties

#### B1.2 Electrical Maintenance Employee - Level 1

Is a non-trade employee who has not yet achieved a certified level of competency in a skill as defined in the agreement. The employee is required to perform the general duties described as required by the Company. Indicative of the classification which an employee at this level may perform are as follows:

Electrical Assistant  
Electrical Labourer

##### B1.2.1 Electrical Maintenance Employee - Level 1A

An employee at this Level is an EME level 1 who is required by the Company to obtain, and obtains, a fork lift drivers certificate.

#### B1.3 Electrical Maintenance Employee - Level 2

Is a tradesperson who has completed and utilises apprenticeship qualifications in electrical trades with a Certificate of Proficiency in that trade.

In addition to undertaking the duties of such certified level of competency, the employee is required to perform the general duties described as required by the Company.



B1.4 Electrical Maintenance Employee - Level 3

Is a tradesperson who has completed and utilises apprenticeship qualifications in instrument trades with a Certificate of Proficiency in that trade.

In addition to undertaking the duties of such trade or certified level of competency, the employee is required to perform the general duties described as required by the Company.

B1.5 Electrical Maintenance Employee - Level 4E

Is an employee who meets the requirements specified in Level 2, and

has achieved and utilises the required level of assessment as set out in the Skills Training Register for Level 4 Electrician.

Additionally such employee shall continue to participate in training to maintain and enhance site specific requirements.

In addition to undertaking the duties of such certified level of competency the employee is required to perform the general duties described as required by the Company.

B1.6 Electrical Maintenance Employee - Level 4I

Is an employee who meets the requirements specified in Level 3, and

has achieved and utilises the required level of assessment as set out in the Skills Training Register for Level 4 Instrument Technician.

Additionally such employee shall continue to participate in training to maintain and enhance site specific requirements.

In addition to undertaking the duties of such certified level of competency the employee is required to perform the general duties described as required by the Company.

B1.7 Electrical Maintenance Employee - Level 5

Is an employee who meets the requirements of Level 4E, and

- (i) Holds a Qualified Supervisor Certificate, and
- (ii) An Instrument Trades Certificate, or
- (iii) Hazardous Electrical Areas, Hazardous Electrical Equipment Certificates of Competency as verified by Transfield Electrical Supervisor; or
- (iv) An Electrical Engineering Associate Diploma, or
- (v) An Electronic Trades Certificate, or
- (vi) Industrial Electronics Certificate

An employee who meets the requirements of Level 4I, and

- (i) Holds a Qualified Supervisor Certificate, or

- (ii) An Electrical Trades Certificate, or
- (iii) An Electrical Engineering Advance Certificate, or
- (iv) Industrial Electronics, or
- (v) An Electrical Engineering Associated Diploma, or
- (vi) An Electronic Trades Certificate.

Additionally such employee shall continue to participate in training to maintain and enhance site specific requirements.

In addition to undertaking the duties of such certified level of competency the employee is required to perform the general duties described as required by the Company.

#### B1.8 Electrical Maintenance Employee - Level 6

Is an employee who meets the requirements of both Level 4E and 4I and is a dual qualified tradesperson

Dual qualified tradesperson means: -

- (i) Completion of an apprenticeship in electrical trades with a certificate of proficiency in that trade or successful completion of a TAFE instrument industrial (Conversion) course or possesses other tertiary qualifications relevant to the site, and also possession of a qualified supervisors certificate ("A" Grace Licence); or
- (ii) Completion of an apprenticeship in Instrument Trades with a Certificate of Proficiency in that trade or possession of a Qualified Supervisors Certificate ("A" Grace Licence).

Additionally such employee shall continue to participate in training to maintain and enhance site specific requirements.

In addition to undertaking the duties of such certified level of competency the employee is required to perform the general duties described as required by the Company.

#### B1.9 Electrical Maintenance Employee - Level 7

Is an employee who has achieved and utilizes the required level of core activity as set out in the Skills Training Register for Level 4E, 4I, 5 or 6 and is appointed by the Company as a Team Leader.

An employee at this Level shall be paid in addition to the rate in Level 6 the amount as prescribed for Leading Hand in the Electrical Contracting Industry(State) Award.

Note: Employees in this stream have as the applicable Parent Award : The Electrical Contracting Industry(State) Award.

#### B.2 Mechanical Maintenance Employee

- (i) Mechanical Maintenance Employee, is an employee engaged to carry out contract maintenance and miscellaneous work at the Kurnell Refineries.
- (ii) Mechanical Maintenance Employee are graded at various levels depending upon the utilisation of their achieved certification, skills and assessment of core activity criteria as detailed in the Skills Training Register. Regardless of any graded level, a Mechanical Engineer Employee will perform general duties within their skill level as required. Such

duties will include but not be limited to the following and in no way shall prejudice the requirements contained within the classification structure.

Assisting other Mechanical Maintenance Employee in the performance of their duties.  
Oiling and greasing of equipment.

Erection and dismantling of scaffolding, soldering, brazing, use of oxy-acetylene and electric arc welding equipment and perform or assist minor lifting duties where the performance of such duties does not infringe statutory requirements.

Erect and dismantle tarpaulins and any special purpose "igloos" as required, without the assistance of an employee holding a Rigger's Certificate of Competency.

Perform minor lifting tasks in association with their assigned duties by way of removal and installation of equipment and piping, where the lifting does not contravene statutory regulations.

Employees in possession of a Class 1 Driver's Licence shall utilise the licence where the driving is required incidental or ancillary to their assigned duties.

Removal of and application of lagging and sheetmetal work.

Operates power driven machinery including but not limited to power shears, power hacksaws, power press, grinders, screwing, drilling, tapping, threading and milling machines, lathes and vacuum machines.

Work within tool rooms and storerooms as directed.

Work of a general nature including labouring.

Co-ordinates and communicates with other crafts.

Shares specialised knowledge.

Performs safety and fire-watching duties.

Performs water draw-off and assists manufacturing with general clean up duties.

Perform general work on heat exchangers, vessels and valve replacement.

Performs surface preparation and applies protective coatings.

#### B2.1 Mechanical Maintenance Employee - Level 1

Is a non-trade employee who has not yet achieved a certified level of competency in a skill as defined in this agreement. The employee is required to perform the general duties described as required by the Company.

Indicative of the classifications which an employee at this level may perform are as follows:

Labourer

Lagger

Ironworker

Storeperson

B2.2 Mechanical Maintenance Employee - Level 2

Is an employee who has achieved and utilises a certified level of competency as either: -

Forklift driver, excavator operator, dogman, rigger, scaffolder, Class 3B driver's licence, operator of high pressure water blaster, insulator/fabricator or up to 20 tonne capacity crane driver.

Indicative of the classifications which an employee at this level may perform are as follows: -

Dogman

Crane Operator to 20 Tonne

Excavator Operator

Fork Lift Driver

HP Cleaning Apparatus Operator

Insulator/Fabricator

Rigger

Scaffolder

Transport Driver (3B Licence)

In addition to undertaking the duties of such certified level of competency, the employee is required to perform the general duties described as required by the Company.

B2.3 Mechanical Maintenance Employee - Level 3

Is an employee (other than a rigger or under 20T crane driver) who meets the requirements specified in Level 2, and has achieved and utilises the skills set out in: -

- (i) Basic Site Skills (8 including core skills)

Core Skills	Basic Site Skills
Safety	Maintenance procedures
Environment	Caltex Standing Orders
Permit Control	Communications
	Special Tools
	Stores

And

- (ii) One (1) General Competency Stream (3 skill sets including core\*)

Mechanical Stream	Insulating Stream	Tank Stream	General Stream
Heat exchangers*	Development work*	Hot work*	HPW& tank cleaning*
Pipe work	Asbestos Procedure	Pipework	Catalyst Handling
Hosework	Hosework	Hosework	Hosework
Machinery	Machinery	Machinery	Machinery
Valves	Site Set-up & Cordination	Valves	Valves

Furnaces		Tank work	Spading
			Bundwall repairs
			Formwork/Concreting/Epoxy

\* Core Skills

Additionally such employee shall continue to participate in training to maintain and enhance site specific requirements.

In addition to undertaking the duties of such certified level of competency, the employee is required to perform the general duties described as required by the Company.

Development work includes the selection, fabrication and installation of pre-made patterns ie lobster-backs, valve boxed, cones and encasements.

B2.4 Mechanical Maintenance Employee - Level 4

Is an employee who holds a riggers or under 20T crane operator's certificate of competency, or has achieved and utilises the skills set out in: -

(i) Basic Site Skills (8 including core skills)

Core Skills	Basic Site skills
Safety	Maintenance procedures
Environment	Caltex Standing Orders
Permit Control	Communications
	Special Tools
	Stores

and

(ii) One (1) General Competency Stream (3 skill sets including core)

Mechanical Stream	Insulating Stream	Tank Stream	General Stream
Heat exchangers*	Development work*	Hot work*	HPW& tank cleaning*
Pipe work	Asbestos Procedure	Pipework	Catalyst Handling
Hosework	Hosework	Hosework	Hosework
Machinery	Machinery	Machinery	Machinery
Valves	Site Set-up & Cordination	Valves	Valves
Furnaces		Tank work	Spading
			Bundwall repairs
			Formwork/Concreting/Epoxy

Additionally such employee shall continue to participate in training to maintain and enhance site specific requirements.

In addition to undertaking the duties of such certified level of competency the employee is required to perform the general duties described as required by the Company.

B2.5 Mechanical Maintenance Employee - Level 5

Is a tradesperson who has completed and utilises apprenticeship qualifications in a trade of the following:

Fitting, machining, sheetmetal, motor mechanics, boilermaking or other trades courses recognised in heavy industry, and uses those skills as required or directed,or

An adult employee capable of and utilises both electric arc and oxy acetylene equipment and is in possession of the appropriate statutory qualification such as to enable the use of welding both alloy and carbon steel on pressure vessels and piping as required or directed, or

An employee who possesses and utilises an over 20 tonne capacity Crane Operator's Certificate.

In addition to undertaking the duties of such trade or certified level of competency, the employee is required to perform the general duties described as required by the Company.

**B2.6 Mechanical Maintenance Employee - Level 6**

Is an employee who meets the requirements of Level 5, or

has achieved and utilises the skills set out in: -

- (i) Basic Site Skills (8 including core \*skills) and
- (ii) The Mechanical General Competency Stream (3 skill sets including core\*).

Mechanical General Competency Stream
Heat Exchangers / General*
Pipework
Hosework
Machinery / Handtools
Valves / Correct Installation work
Furnaces / Burners

Additionally such employee shall continue to participate in training to maintain and enhance site specific requirements.

In addition to undertaking the duties of such certified level of competency the employee is required to perform the general duties described as required by the Company.

**B2.7 Mechanical Maintenance Employee - Level 7**

Is an employee who has satisfied the requirements as designated in Level 6, and

has achieved and utilises the skills set out in: -

- (i) Basic Site Skills (8 including core \*skills) and
- (ii) One (1) Trade Competency Stream (3 skill sets including core\*).

Trade Competency Streams		
Fitting Stream	Boilermaking Stream	Welding Stream
Rotating Equipment*	Pipe Spooling*	*Welding Ticket # 4
Heat Exchangers (able to do blinding points & shell & tube tests)	Job site preparation	*Welding Ticket # 7
PM's	PM's (welding equipment)	PM's (welding equipment)
Gauge Glass(able to strip overhaul &assemble)	Quality	Quality
Special Tools(able to use Hitorque	Special Tools(use of pipe bending	Job site preparation

equipment and Hydratight equipment	equipment)	
Overhead Cranes(licensed to use o/h cranes)	Overhead Cranes(licensed to use o/h cranes)	Overhead Cranes(licensed to use o/h cranes)

Additionally such employee shall continue to participate in training to maintain and enhance site specific requirements.

In addition to undertaking the duties of such certified level of competency the employee is required to perform the general duties described as required by the Company.

#### B2.8 Mechanical Maintenance Employee - Level 8

Is an employee who has satisfied the requirements as designated in Level 7 and shall hold additional qualifications as follows: -

Fitting Stream	Boilermaking Stream	Welding Stream
National dogging certificate or designated site skills as outlined below	National dogging certificate or designated site skills	National dogging certificate or designated site skills
Fin Fans: Bearing changeover & Fin Fan set up'	Welding ticket#4	Able to draw Isometrics for fabrication and QA packages
Single stage pumps: remove, overhaul and reinstall	Welding ticket #7	Able to set up and prepare pipe spools.
Turbines: trip testing and adjustment	Able to draw Isometrics for fabrication and QA packages	
Tank Mixers: backseat for repacking and seal changes or external qualifications for hydraulic & pneumatics or similar relevant TAFE qualifications	Site approved in 6G welding qualifications	

Additionally such employee shall continue to participate in training to maintain and enhance site specific requirements.

In addition to undertaking the duties of such certified level of competency the employee is required to perform the general duties described as required by the Company.

Note : Employees in this stream have as their relevant Parent Award: The Metal & Engineering (New South Wales) Award.

#### B3 Building Maintenance Employee

B3.1 Building Maintenance Employee, is an employee engaged to carry out contract maintenance and miscellaneous work at the Kurnell Refineries.

Building Maintenance Employees are graded at various levels depending upon the utilisation of their achieved certification, skills and assessment of Core activity criteria as detailed in the Skills Training Register. Regardless of any graded level, Building Maintenance Employee will perform general duties within their skill level as required. Such duties will include but not be limited to the following and in no way shall prejudice the requirements contained within the classification structure.

Assisting other Employees in the performance of their duties.

Erection and dismantling of scaffolding, soldering, brazing, use of oxy-acetylene and electric arc welding equipment and perform or assist minor lifting duties where the performance of such duties does not infringe statutory requirements.

Erect and dismantle tarpaulins and any special purpose "igloos" as required, without the assistance of an employee holding a Rigger's Certificate of Competency.

Perform minor lifting tasks in association with their assigned duties by way of removal and installation of equipment and piping, where the lifting does not contravene statutory regulations.

Employees in possession of a Class 1 Driver's Licence shall utilise the licence where the driving is required incidental or ancillary to their assigned duties.

Removal of lagging and sheetmetal work.

Operates power driven machinery including but not limited to power shears, power hacksaws, power press, grinders, screwing, drilling, tapping.

Work within tool rooms and storerooms as directed.

Work of a general nature including labouring.

Co-ordinates and communicates with other crafts.

Shares specialised knowledge.

Performs safety and fire-watching duties.

Performs water draw-off and assists manufacturing with general clean up duties.

Performs surface preparation and applies protective coatings.

### B3.2 Building Maintenance Employee - Level 5

Is a tradesperson who has completed and utilises apprenticeship qualifications in a trade of the following:

Plumbing, carpentry, signwriting, bricklaying, painting or other trades courses recognised in the Building Industry and uses these skills as required or directed.

### B3.3 Building Maintenance Employee - Level 6

Is an employee who meets the requirements of Level 5, and

has achieved and utilises the skills set out in: -

- (i) Basic Site Skills (8 including core skills) and
- (ii) The Building/Painting General Competency Stream (3 skill sets including core)

Additionally such employee shall continue to participate in training to maintain and enhance site specific requirements.

In addition to undertaking the duties of such certified level of competency, the employee is required to perform the general duties described as required by the Company.



#### B3.4 Building Maintenance Employee - Level 7

Is an employee who has satisfied the requirements as designated in Level 6, and has achieved and utilises the skills set out in: -

- (i) Basic Site Skills (8 including core skills) and
- (ii) One (1) Trade Competency Stream (3 skill sets including core)

Additionally such employee shall continue to participate in training to maintain and enhance site specific requirements.

In addition to undertaking the duties of such certified level of competency the employee is required to perform the general duties described as required by the Company.

#### B3.5 Building Maintenance Employee - Level 8

Is an employee who has satisfied the requirements as designated in Level 7 and shall hold additional qualifications as follows: -

National Dogging Certificate

OR

Building Supervisors Certificate (or equivalent)

Additionally such employee shall continue to participate in training to maintain and enhance site specific requirements.

In addition to undertaking the duties of such trade or certified level of competency, the employee is required to perform the general duties described as required by the Company.

Note; Employees in this classification stream have as their relevant Parent Award: The Building and Construction Industry (State) Award. Current employees in this stream also receive in addition to the terms of this Agreement the provision of Clause 38.38.1(a) of the Parent Award.

#### B4 Progression Through Skills Matrix

B4.1 A Consultative Committee will meet monthly to review the progress of training. A principal aim of this Committee is to ensure that employees are given adequate opportunity to progress through the skills based structure, and an appropriate mechanism will be put in place to ensure this occurs. After 12 months of the operation of this Agreement, when an employee (with a minimum of 12 months site service) has been unable to progress at least one level in the structure and it can be demonstrated that this is due to site training not being provided, then the employee will be promoted to the next level. Once promoted to that level, the employee will still be required to obtain the site skills applicable to that level.

B4.2 It is intended that, through the operation of the Consultative Committee, training issues will be addressed on an on-going basis and therefore there should be few (if any) incidents which need to be addressed as above.

B4.3 Employees must make themselves available if training opportunities are provided. Site training does not include any externally accredited training contained within the structure eg. riggers certificate, welding ticket, etc.

B4.4 Circumstances which would extend the twelve month period are as follows: -

Broken employment

Casual employment

Extended leave and absences

Avoidance of training

B4.5 Circumstances accepted within the 12 month period are:

Normal leave entitlements

Shift work (if required the employee must consider transferring to day work to complete training)

B4.6 All circumstances shall be reviewed and endorsed by the Consultative Committee.

### APPENDIX "C"

C1. Overtime Meals/Tea Money

C1.1 Any employee required to work overtime will be supplied with meal allowances in accordance with the following Schedule: -

MEAL ALLOWANCES			
	OVERTIME WORKED	Up to and including 24 hours' notice	More than 24 hour's notice
1.	More than 4 hours immediately prior to normal shift	3 meal allowances = 7/6/03>\$28.74 =6/12/03>\$29.31 =5/6/04>\$30.48 =4/6/05>\$31.68	2 meal allowances = 7/6/03>\$19.16 =6/12/03>\$19.54 =5/6/04>\$20.32 =4/6/05>\$21.12
2.	Up to 4 hours immediately prior to normal shift	2 meal allowances = 7/6/03>\$19.16 =6/12/03>\$19.54 =5/6/04>\$20.32 =4/6/05>\$21.12	1 meal allowances = 7/6/03>\$9.58 =6/12/03>\$9.77 =5/6/04>\$10.16 =4/6/05>\$10.56
3.	Up to 2 hours or less immediately following normal shift	No allowance = Nil	No allowance = Nil
4.	Between 2 and 4 hours immediately following normal shift	1 meal allowances = 7/6/03>\$9.58 =6/12/03>\$9.77 =5/6/04>\$10.16 =4/6/05>\$10.56	0 meal allowance = Nil
5.	More than 4 hours immediately following normal shift	2 meal allowances = 7/6/03>\$19.16 =6/12/03>\$19.54 =5/6/04>\$20.32 =4/6/05>\$21.12	1 meal allowances = 7/6/03>\$9.58 =6/12/03>\$9.77 =5/6/04>\$10.16 =4/6/05>\$10.56
6.	Up to 4 hours on call out. Is then released from duty	No allowance = Nil	No allowance = Nil
7.	Between 4 and 8 hours on call out. Is then released from duty	1 meal allowances = 7/6/03>\$9.58	1 meal allowances = 7/6/03>\$9.58

		=6/12/03>\$9.77 =5/6/04>\$10.16 =4/6/05>\$10.56	=6/12/03>\$9.77 =5/6/04>\$10.16 =4/6/05>\$10.56
8.	Between 8 and 12 hours on call out. Is then released from duty.	2 meal allowances = 7/6/03>\$19.16 =6/12/03>\$19.54 =5/6/04>\$20.32 =4/6/05>\$21.12	1 meal allowances = 7/6/03>\$9.58 =6/12/03>\$9.77 =5/6/04>\$10.16 =4/6/05>\$10.56
9.	More than 12 hours on call out. Is then released form duty.	3 meal allowances = 7/6/03>\$28.74 =6/12/03>\$29.31 =5/6/04>\$30.48 =4/6/05>\$31.68	2 meal allowances = 7/6/03>\$19.16 =6/12/03>\$19.54 =5/6/04>\$20.32 =4/6/05>\$21.12

**APPENDIX "D"**

Signatories to this Agreement are committed to achieving the Objectives as outlined in the preamble of this Agreement. It is acknowledged that this is a site specific Agreement and its terms and conditions as prescribed will apply to each signatories employees for the duration of their service at the site.

B1) AUSTRALIAN WORKERS UNION (AWU)

(Signature):

(Date):

B2) AUTOMOTIVE, FOOD, METALS, ENGINEERING, PRINTING AND KINDRED INDUSTRY UNION (AFMEPKIU)

(Signature):

(Date):

B3) ELECTRICAL TRADE UNION OF AUSTRALIA, NSW BRANCH (ETU);

(Signature):

(Date):

B4) CONSTRUCTION,FORESTRY, MINING AND ENERGY UNION(CFMEU)

(Signature):

(Date):

B5) NEW SOUTH WALES PLUMBERS AND GASFITTERS EMPLOYEES UNION,(PGU);

(Signature):

(Date):

B6) TRANSFIELD SERVICES (AUSTRALIA) PTY LIMITED

(Signature):

(Date):

B6) CONTRACT RESOURCES LIMITED:

(Signature):

(Date):

B7) SAUNDERS INTERNATIONAL PTY LTD:

(Signature):

(Date):

B8) SEAT CORROSION CONTROL (AUST)PTY LTD:

(Signature):

(Date):

B9) ERECT SAFE SCAFFOLDING INDUSTRIAL PTY LTD:

(Signature):

(Date):

B10) FOVIFF NSW PTY LTD (trading as SHANNON CIVIL)

(Signature):

(Date):

B11) ANDRECO HURLL REFRACTORIES PTY LTD:

(Signature):

(Date):

B12) ASEA BROWN BOVERI PTY LTD:

(Signature):

(Date):

B13) GLOBAL INSULATION CONTRACTORS PTY LTD:

(Signature):

(Date):

B14) HAMAN ENGINEERING PTY LTD:

(Signature):

(Date):

B15) HIS ENGINEERING SERVICES PTY LTD:

(Signature):

(Date):

B16) UNITED KG PTY LTD:

(Signature):

(Date):

B17) MANN'S EARTHMOVING CO LTD:

(Signature):

(Date):

B18) WORONORA PLUMBING:

(Signature):

(Date):

B19) ARL LABORATORY SERVICES:

(Signature):

(Date):

B20) KAEFER (Bains Harding Industries):

(Signature):

(Date):

B21) NATIONAL INTEGRATED SERVICES:

(Signature):

(Date):

B22) PRESTIGE CRANES:

(Signature):

(Date):

B23) GIOVENCO INDUSTRIES PTY LTD:

(Signature):

(Date):

B24) FURMANITE PTY LTD:

(Signature):

(Date):

B25) SAVCOR PTY LTD:

(Signature):

(Date):

B26) R.M.WATSON PTY LTD:

(Signature):

(Date):