

REGISTER OF ENTERPRISE AGREEMENTS

CONTRACT AGREEMENT NO: EA05/243

TITLE: **Clean Fuels (Kurnell Refinery) Project Agreement 2004**

I.R.C. NO: IRC4/4427

DATE APPROVED/COMMENCEMENT: 29 October 2004 / 1 September 2004

TERM: 21

**NEW AGREEMENT OR
VARIATION:** New.

GAZETTAL REFERENCE: 16 September 2005

DATE TERMINATED:

NUMBER OF PAGES: 44

COVERAGE/DESCRIPTION OF

EMPLOYEES: The agreement applies to all employees employed by Parsons Energy & Chemicals Inc. who are engaged to work on the Project at the Caltex Refinery, Solander Street, Kurnell NSW 2231, who fall within the coverage of the Building and Construction Industry (State) Award, Metal Engineering and Associated Industries (State) Award, Electrical, Electronic and Communications Contracting Industry (State) Award, Mobile Crane Hiring Award 1996, Transport Industry (State) Award, Transport Industry - Excavated Materials, Contract Determination, Plumbers and Gasfitters (State) Award.

PARTIES: Parsons Energy & Chemicals Group Incorporated -&- 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 Industry Group New South Wales Branch, The Australian Workers' Union, New South Wales, The New South Wales Plumbers and Gasfitters Employees' Union, Transport Workers' Union of New South Wales, Unions NSW

CLEAN FUELS (KURNELL REFINERY) PROJECT AGREEMENT 2004

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1. Title

This Agreement shall be known as: Clean Fuels (Kurnell Refinery) Project Agreement 2004.

2. Application and Incidence

- 2.1 This Agreement shall apply to all work done on the Project by the employees, for the period that such employees are engaged to work on the Project at the Caltex Kurnell Refinery, Solander Street, Kurnell NSW 2231. This Agreement covers wages and conditions for all employees so employed.
- 2.2 Where Parsons engages, on behalf of Caltex, sub contractor/s, it shall make it a condition of any contract that it enters into with subcontractor/s that it will not employ or otherwise engage persons on wages and conditions, which are less favorable than those set out in this Project Agreement
- 2.3 The Parties also acknowledge and agree that the terms of this Agreement form part of the tender conditions for work on this Project.
- 2.4 This Agreement is generally intended to supplement and co-exist within the terms of existing Enterprise Agreements and Awards and its primary purpose is to provide a framework for the Employers, the Labor Council and the Unions, to manage those issues on the Project that affect more than one Employer.
- 2.5 This Agreement does not apply to:
- employees of Caltex
 - employees of contractors and sub contractors, engaged on operations, maintenance, shut-down or OSBL tie-ins work other than those employees working on the Project as defined.
 - Management, Supervisory Engineers/Technicians/Surveyors Personnel
 - Clerical and administration personnel
 - Paramedics or medical staff
 - Employees installing utility or statutory body services such as telecommunications, water, power or gas
 - Work on off site infrastructure manufacture or fabrication of goods, materials and equipment whether associated with the work or not.
- 2.6 It is agreed that where employees of any contractor engaged to undertake work on the Project have an Enterprise Agreement certified under the Workplace Relations Act or approved under the *Industrial Relations Act 1996* (NSW) and the benefits of the Enterprise Agreement as a whole provide better benefits than this Agreement then such contractor shall top-up the payments made to those employees to ensure the employees do not suffer any disadvantage in the benefits to which they are entitled as a whole. The Project Productivity Allowance shall not be included in the monetary amounts used for the no disadvantage comparison of this Agreement and any contractors Enterprise Agreement. That is, the Project Productivity Allowance shall be payable in addition to all other remuneration otherwise applicable.
- 2.7 Transport Drivers
- 2.7.1 Employees - Rates of Pay

It is further agreed that any Transport Worker carrying out work relating to the Project will be paid, in addition to his/her Award or Enterprise Agreement rate of remuneration, any applicable Project Site Allowance, provided that the driver has had a regular involvement of two (2) hours or more on any day with the project.

2.7.2 Contract Carrier

The Parties agree that all Contract Carriers involved in the Transport Industry shall be paid the rates of pay applicable under the Transport Industry Excavated Materials Contract Determination for the cartage of materials to, on and from the site.

2.7.3 GST

Rates paid to contractor's carriers, including any applicable project productivity allowance, shall be exclusive of GST. A separate amount equal to 10% of the value of the remuneration payable shall be paid to the carrier for contracts of carriage (the GST amount). The total fee payable to the contract carrier shall be the sum of the remuneration payable and the GST Amount.

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) AMWU;

Electrical Trade Union of Australia, NSW Branch ETU;

Communication Electrical Electronic Energy Information Postal Plumbing and Allied Services Union of Australia (NSW) Branch - Plumbing Division, PGU;

Construction, Forestry, Mining and Energy Union CFMEU

The Transport Workers Union of Australia (NSW Branch) TWU

The Labor Council of NSW

3.3 Employers bound by the Agreement are:

Parsons Energy & Chemicals Inc and all subcontractors engaged on the Project.

Australian Industry Group

4. Term of Operation

This Agreement shall operate from 1 September 2004 and its nominal expiry date will be the completion of Project work or 30 June 2006 whichever is the sooner.

5. No Future Claims

During the life of This Agreement and completion of the Project, 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.

6. No Precedent

The Parties agree not to use this Agreement as a precedent and that this Agreement will in no way create a claim for flow-on of on-site wage rates and conditions.

7. Single Bargaining Unit

This Agreement was negotiated by the Labor Council of New South Wales on behalf of the Unions and Parsons in its own right and on behalf of sub-contractor Employers.

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 Employer means Parsons Energy and Chemicals Inc. (Parsons) and all Subcontractors engaged on the Project.

Employee means a person engaged by an employer who performs work on the Project.

Enterprise Agreement means an agreement registered or certified under the *Workplace Relations Act 1996* (Cth) or approved under the *Industrial Relations Act 1996* (NSW).

Industry Award and Award means the following awards of the Industrial Relations Commission of New South Wales or Australian Industrial Relations Commission:

National Building and Construction Industry Award 2000 (and state counterpart awards).

Building and Construction Industry (State) Award

National Metal and Engineering On-site Construction Industry Award 1989 (and state counterpart awards).

Electrical, Electronic and Communications Contracting Industry (State) Award.

Mobile Crane Hiring Award 1996.

Transport Industry - (State) Award.

Transport Industry -Excavated Materials Contract Determination.

Plumbing Industry (New South Wales) Award 1999

Site means the premises, location and establishment of the Caltex Refinery, Solander Street, Kurnell NSW 2231, where the Project work, as defined, is being performed.

Site Construction Manager means the Parsons Site Construction Manager

Project means the construction project at the Site where such work is engineered, procured and /or managed by Parsons and/or its sub-contractors.

Project Work means work carried out on the Project.

Practical Completion means the completion of the Project where the Project facility is fit for use for its intended purpose.

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 11.00 pm Sunday and ending 11.00 pm on Sunday seven (7) days hence.

Casual Employee means one hired and paid as such as per Clause 14.

This Agreement means the Clean Fuels (Kurnell Refinery) Project Agreement 2004.

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 Program 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

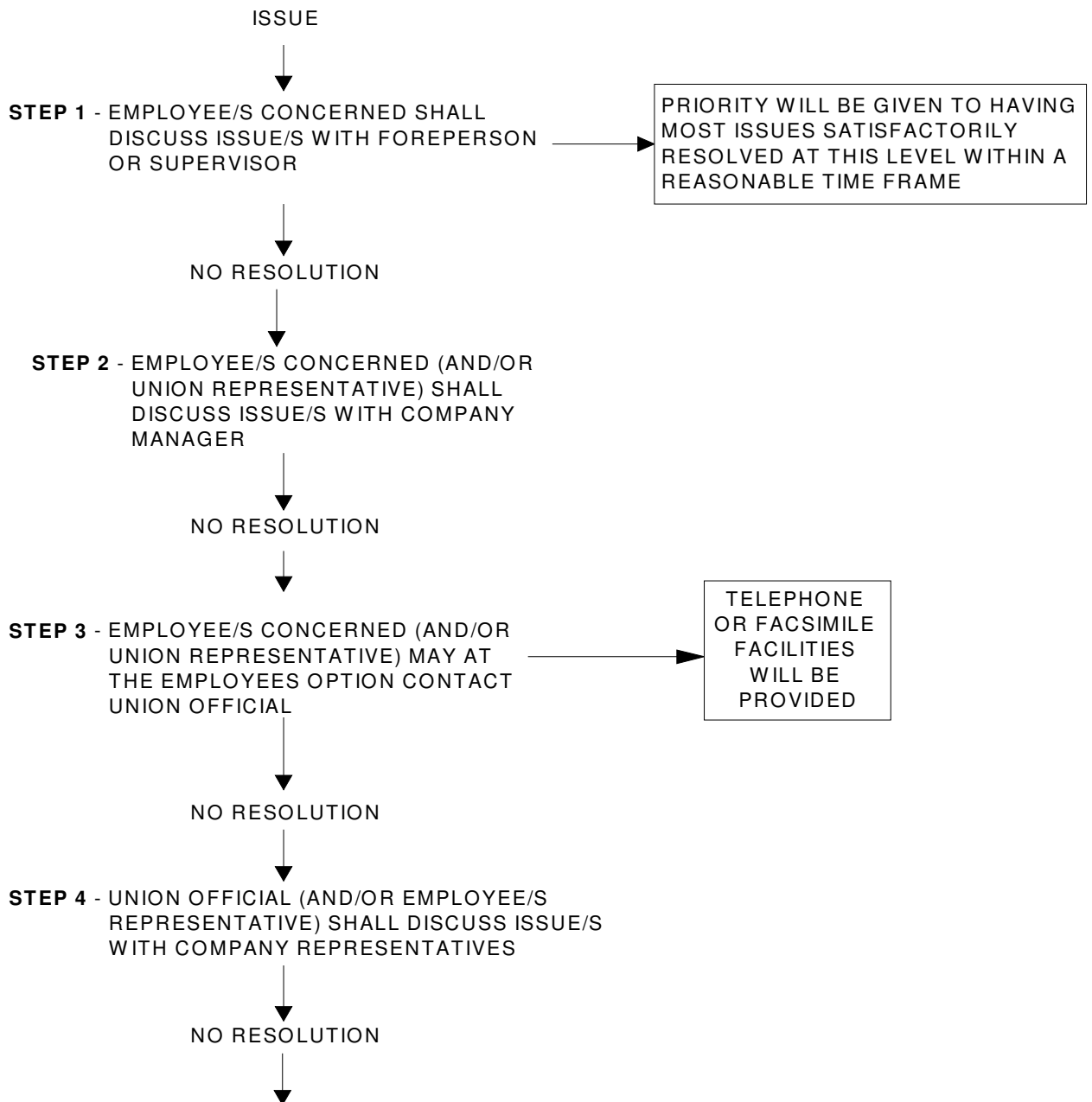
10.2.1 The parties are committed to continuously improving efficiency and quality of work and as a consequence the following arrangements will be adopted:

- a) Efficient Safe Working Practices and Active Safety Programs - 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

One of the aims of this Agreement is to eliminate lost time in the event of a dispute and to achieve prompt resolution of any dispute.

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.

11.4 Procedures to prevent Disputes Regarding Non-Compliance

- a) The Construction Manager in association with the accredited site union delegate will check monthly payments of subcontractors companies engaged on site in relation to superannuation, redundancy and extra insurance to ensure payments for employees have been made as required. The Construction Manager and site delegate shall also check that employers have not introduced arrangements such as and not limited to "all-in" payment and or "cash-in hand" payments, (ie

payments designed to avoid tax and other statutory obligations and sham subcontract arrangements). Where such practices are identified Parsons will take immediate steps to ensure that any such arrangements are rectified and that any Employee affected by any such arrangement receives all statutory entitlements.

- b) Each subcontractor engaged on site will be specifically advised and monitored in respect of payroll tax and required to comply with their lawful obligations. In accordance with section 127 of the *Industrial Relations Act 1996*, Section 175(b) of the *Workers' Compensation Act 1987* or Part 5B s1G-31J of the *Payroll Tax Act 1971* the principal contractor will obtain all applicable Sub-Contractors Statements regarding workers' compensation, payroll tax and remuneration. A copy of these statements will be available on request to an accredited trade union officer or site delegate.
- c) Notwithstanding sub-clause 11.4 (a), if an employer is identified as paying his or her employees "all-in payments" then such payments shall be deemed to be the employees ordinary rate of pay for all purposes of this Agreement and other industrial instruments which apply to such employees for the duration of the project. In such circumstances, all affected employees of the employer working on the project shall obtain the benefit of the higher rate of pay plus the conditions of this Agreement.
- d) The union delegate or union official shall advise the construction manager if they believe the information which has been provided by any sub-contractor is not correct.
- e) Any dispute concerning non-compliance shall be resolved in accordance with the dispute settling procedures of this Agreement

11.5 Monitoring Committee

11.5.1 The Parties will establish a committee to monitor the implementation of this Agreement.

11.5.2 The Monitoring Committee if established will meet at the commencement of construction and then at monthly intervals or as required during construction on the Project.

11.5.3 The Monitoring Committee will consider ways in which the aims and objectives of this Agreement can be enhanced, which may include, but not be limited to discussion of:

- (a) developing more flexible ways of working;
- (b) enhancing occupational health and safety;
- (c) productivity plans; and
- (d) compliance with Agreement and other statutory requirements by employers.

11.5.4 If the Principles of this Agreement are not being followed, the Committee will develop a plan in consultation with the Parties, to implement the intent of the Agreement

12. Employee Induction

12.1 All persons before commencing work on the site will attend and successfully complete a Site Induction Program (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 program and to conduct further and/or refresher programs where necessary. Accredited Union officials are welcome to attend inductions.

- 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) that 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 engaged as 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 regular period of engagement as a casual employee will be longer than four (4) weeks. There shall be no termination then rehiring of any casual employee for the purpose of avoiding the provisions of this clause.

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.

13.2.4 A casual employee shall be engaged for a minimum of a day, being 7.78 hours.

13.3 Termination of Employment

13.3.1 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

13.3.2 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.

13.3.3 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 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.

13.5 Instant Dismissal

Notwithstanding the provisions of sub-clause 13.3 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.

13.6 Unfair Dismissal

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

13.7 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.

13.8 Payment of Wages

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.

13.9 Time and Wages Record

13.9.1 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.

13.9.2 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.

13.10 Work Practices and Compliance

13.10.1 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.

13.10.2 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.

13.10.3 Any direction issued by the Company pursuant to 14.11.1 and 14.11.2 will be consistent with the Company's responsibilities to provide a safe and healthy working environment.

13.10.4 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 request 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 the project; 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 License requirements where such is necessary for performance of their duties.
- (g) The movement of "tools of trade" is the responsibility of the Tradesperson and should not rely on other crafts for their transportation.
- (h) Operators of transport vehicles that are fitted with 'Robo' or similar type mechanical lifting equipment are required to sling their own loads.
- (i) Manpower Utilisation: Generally the work should be manned according to the job requirement and there should not exist any fixed numbers and ratios.
- (j) Job Permits: An employee, qualified to receive permits, will collect the required Job Permits, receive the Work Permit and progress the job as identified.
- (k) 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. Hours of Work

14.1 Ordinary Hours

The ordinary hours of work shall be an average of 35 per week to be worked on Monday to Friday between 6.00am and 6.00pm.

14.2 Rostered Day Off (RDO)

The following is agreed in respect of RDOs:

Employees will work 7.78 hours ordinary hours per day, with 0.78 hours per day accruing for a paid Rostered Day Off (RDO).

- (a) The days on which RDOs will generally be taken on the Project will be as provided in the RDO and Leisure Saturday Calendar which will be prepared and agreed to by the parties to this agreement. This calendar has been produced with a view to maximizing quality leisure time for all employees. Accordingly, the parties agree that on certain weekends no work shall be carried out. Changes to the calendar will only occur by agreement with the parties concerned.
- (b) Employees may use RDO accruals to a maximum of 14 hours for the payment of each Leisure Saturday in accordance with the calendar;
- (c) When employees are paid 14 hours for the Leisure Saturday they shall have their RDO accruals reduced by 2 days.
- (d) Any disputes arising from this clause shall be resolved through the dispute settlement procedure of this Agreement;

- (e) RDOs will generally be taken on dates specified in the RDO and Leisure Saturday Calendar in Appendix "F". Subject to this clause, RDOs may be banked to a maximum of six days in any 12 month period, to be taken at times agreed by the employer and the employee concerned as a group of consecutive days or any other combination as may be agreed.
- (f) Provided that, where there is an emergency or special client need, work can be undertaken on the weekends and adjacent RDO's as set out in Appendix "F", subject to the agreement of the appropriate union secretary or nominee. In such circumstances reasonable notice (where possible), shall be given to the union (or union nominee).
- (g) Where employees are required to work a leisure weekend in these circumstances (as described at (e) above, the accruals for leisure time of any individual will be maintained and taken at a time mutually agreeable to the employer and the employee within six weeks from the time of the original planned Leisure day.
- (h) Employees will be paid all unpaid RDO accruals on termination.
- (i) Any disputes from this clause will be resolved through the Avoidance of Disputes Procedure provided for at Clause 11 of this Agreement.

15. Shift Work

The provisions contained within the relevant Industry Award will govern the working of shift by employees covered by This Agreement.

16. Meal Breaks

16.1 Meal Breaks shall be as provided in the relevant Industry Award. To allow for continuity of work, meal breaks may be staggered.

16.2 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.

16.3 Maximising Work Time

The parties agree that crib and lunch breaks may be staggered for Employees so that work does not cease during crib and lunch. There will be no unreasonable interruption of the comfort of employees having lunch with the amenities to be maintained in a clean and hygienic state at all times.

17. 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.

18. Overtime

18.1 Payment for Working Overtime.

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

18.1.2 Except as provided in this sub-clause or sub-clause 18.3 thereof in computing overtime each day's work shall stand alone.

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

18.1.4 For the purposes of this agreement when a casual employee is required to work overtime, weekend work or on public holidays, the following penalties shall apply:

18.1.4.1 When the penalty rate is double time, the casual employee shall be paid 225% of the relevant hourly rate prescribed.

18.1.4.2 On a public holiday the casual employee will be paid 325% of the hourly rate prescribed.

18.2 Requirement to Work Reasonable Overtime

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

18.2.2 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.

18.3 Rest Period After Overtime

18.3.1 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.

18.3.2 An 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 sub-clause, 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.

18.3.3 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.

18.4 Call In

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

18.4.1 Day workers - 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.

18.5 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.

18.5.1 Saturday Overtime

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

18.5.2 Sunday Overtime

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

18.5.3 Public Holiday (PH) Overtime

Subject to subclause 14.2, Overtime hours (outside of normal day-work hours) worked on a PH shall be paid as per the relevant Industry Award or applicable Enterprise Agreement.

18.5.4 Work on Rostered Day Off

Subject to subclause 14.2, 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.

18.6 Crib Time

18.6.1 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.

18.6.2 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.

18.6.3 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.

18.7 Meal Allowance

18.7.1 An employee required to work overtime of two (2) hours or more 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.

18.7.2 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.

18.8 Overtime Cancellation(holidays and/or weekends)

18.8.1 If, on a week day, notice cancelling a previous instruction to work overtime on a Holiday as prescribed in Clause 19 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.

18.8.2 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.

18.8.3 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.

18.8.4 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.

19. Public Holidays

19.1 Prescribed Public Holidays

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

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

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.

19.1.2 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 Project 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)

19.1.3 Subject to subclause 14.2, by agreement between the company and employee, other days may be substituted for the said days.

19.2 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.

20. Annual Leave

20.1 Period of Leave

20.1.1 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.

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

20.2 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 sub-clause 21.6 hereof) shall be paid for by the Company in advance.

20.3 Payment on Termination

20.3.1 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 sub-clause 21.6(b) hereof, for four weeks less payment of any leave previously taken.

20.3.2 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 sub-clause 21.6 hereof less payment of any leave previously taken.

20.4 Period of Notice prior to taking Annual Leave

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

20.5 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.

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

20.6.1 Calculation of Annual Leave Pay - in respect to Annual Leave entitlements to which this sub-clause 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);

20.7 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 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 sub-clause 21.3 hereof, then such 22.5% loading will apply.

20.8 Split Leave

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

20.9 Calculation of Continuous Employment

20.9.1 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.

20.10 Closedown

20.10.1 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.

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

20.10.3 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.

20.10.4 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.

20.10.5 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.

20.11 Reference to Annual Holiday Act

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

21. Sick Leave

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 as per the relevant Industry Award or applicable Enterprise Agreement.

22. Personal/Carers Leave

22.1 Use of Sick Leave

- (a) An Employee, other than a casual employee, with responsibilities in relation to a class of person set out in clause 22.1 (c)(ii) who needs the Employee's care and support, shall be entitled to use, in accordance with this sub-clause, any current or accrued sick leave entitlement, for absences to provide care and support, for such persons when they are ill. Such leave may be taken for part of a single day.

- (b) The Employee shall, if required, establish either by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances, an Employee must not take carer's leave under this sub-clause where another person has taken leave to care for the same person.
- (c) The entitlement to use sick leave in accordance with this subclause is subject to:
 - (i) the Employee being responsible for the care of the person concerned; and
 - (ii) the person concerned being:
 - a spouse of the Employee; or
 - a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
 - a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian) grandparent, grandchild or sibling of the Employee or spouse or de facto spouse of the employee; or
 - a same sex partner who lives with the Employee as the de facto partner of that Employee on a bona fide domestic basis; or
 - a relative of the Employee who is a member of the same household, where for the purposes of this paragraph:
 - "relative" means a person related by blood, marriage or affinity;
 - "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other: and
 - "household" means a family group living in the same domestic dwelling.
- (d) An Employee shall, wherever practicable, give the Employer notice prior to the absence of the intention to take leave, the name of the person requiring care and that person's relationship to the Employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Employee to give prior notice of absence, the Employee shall notify the Employer by telephone of such absence at the first opportunity on the day of absence.

22.2 Unpaid Leave for Family Purpose

An Employee may elect, with the consent of the Employer, to take unpaid leave for the purpose of providing care and support to a member of a class of person set out in 22.1 (c)(ii) above who is ill.

22.3 Annual Leave

- (a) An Employee may elect with the consent of the Employer, subject to the *Annual Holidays Act 1944* (NSW), to take annual leave not exceeding five days in single day periods or part thereof, in any calendar year at a time or times agreed by the parties.
- (b) Access to annual leave, as prescribed in paragraph 23.3(a) above, shall be exclusive of any shutdown period provided for elsewhere under this Agreement.
- (c) An Employee and Employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

22.4 Time-off in Lieu of Payment for Overtime

- (a) An Employee may elect, with the consent of the Employer, to take time-off in lieu of payment for overtime at a time or times agreed with the Employer within twelve (12) months of the said election.
- (b) 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.
- (c) If, having elected to take time as leave in accordance with paragraph 23.4(a) above, the leave is not taken for whatever reason, payment for time accrued at overtime rates shall be made at the expiry of the twelve (12) month period or on termination.
- (d) Where no election is made in accordance with paragraph 23.4(a), the Employee shall be paid overtime rates in accordance with the Agreement.

22.5 Make-up Time

- (a) An Employee may elect, with the consent of the Employer, to work "make up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Agreement at the ordinary rate of pay.
- (b) An Employee on shift work may elect, with the consent of the Employer, to work "make up time" (under which the Employee takes time off ordinary hours and works those hours at a later time), at the shift work rate, which would have been applicable to the hours taken off.

22.6 Rostered days off

- (a) An Employee may elect, with the consent of the Employer, to take a rostered day off at any time.
- (b) An Employee may elect, with the consent of the Employer, to take rostered days off in part day amounts.
- (c) An Employee may elect, with the consent of the Employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the Employer and Employee, or subject to reasonable notice by the Employee or the Employer.

This subclause is subject to the Employer informing each Union which is both party to the Agreement and which has members employed at the particular enterprise of its intention to introduce an enterprise system of RDO flexibility, and providing a reasonable opportunity for the Unions to participate in negotiations.

22.7 Bereavement Leave

22.7.1 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.

22.7.2 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.

23. 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;

24. Jury Service

- 24.1 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.
- 24.2 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.

25. Parental Leave

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

26. 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.

27. Safety and Occupational Health

27.1 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.

27.2 Induction

All Employees must participate in, and comply with, an induction program before commencing work on the Project. This program will cover the Project's Code of Ethics, Health and Safety matters, general Project Site Procedures, First Aid Amenities and an Industrial Relations section focusing on the benefits and details of this Agreement.

27.3 Oh&S Industry Induction

No person will be engaged on site unless he/she meets the requirements for the WorkCover NSW Accredited OH&S Industry Induction Course.

27.4 Environment, Health and Safety Plans

All Employers must submit an environment, health safety and rehabilitation management plan. These plans should include evidence of:

- (i) risk assessment of their works;
- (ii) hazard identification, prevention and control;
- (iii) planning and re-planning for a safe working environment;
- (iv) industry and trade specific induction of Employees;
- (v) monitoring performance and improvement of work methods;
- (vi) reporting of all incidents/ accidents;
- (vii) compliance verification; and

(viii) regular EHS&R meetings, inspections and audits of the Project

27.5 The Safety Committee

The *NSW Occupational Health and Safety Act, 2000* its amendments and regulations will apply. A Safety Committee will be formed and operate in accordance with the abovementioned Act.

27.6 In order to clarify obligations under the NSW Occupational Health and Safety Act, 2000 so as to reduce the degree of accidents or near misses it is agreed:

27.6.1 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.

27.6.2 Where there is an overall genuine site safety issue, procedures as outlined at 28.7 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.

27.7 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 12 of This Agreement.

27.8 Formwork Safety

All persons engaged on the erection or dismantling of formwork will have the relevant WorkCover Formwork Certificate of Competency. Where an employee does not have a Certificate of Competency, Comet will be contacted to assess the qualifications of the relevant employee. Further, all contractors engaged on site to perform work shall fully comply with AS 3610 Formwork for Concrete.

27.9 Temporary Power/Testing and Tagging

In order to maintain the highest standards of safety in regard to the use of electricity during construction, it is agreed that the temporary installation is installed strictly in accordance with AS3012 (1995). All work is to be carried out by qualified electrical tradespersons. Testing and tagging is to be carried out only by qualified electrical tradespersons.

27.10 Crane Safety

No mobile crane or mobile tower will be allowed on the project site unless it has been certified by Cranesafe Australia (New South Wales). Such cranes will be required to display their current Cranesafe inspection label and RTA registration certificate, if applicable.

27.11 Inclement Weather

It is agreed that the provisions of the National Building and construction Industry Award in respect of Inclement Weather shall be applicable to work on the Project.

28. Clothing and Protective Equipment

28.1 General/Identification

28.1.1 Full time employees including casuals shall be issued with Australian made, where available, 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.

28.2 Protective Footwear/Clothing Issues

28.2.1 Protective items will be supplied to the employee 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. In non-process areas issue shall be cotton drill.

Pants or overalls - four nomex or similar substitute. In non-process areas issue shall be cotton drill.

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

28.3 Fire Retardant Products

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

28.3.2 Non-Wearing of:

- a) Where an employee who has been issued with required protective safety equipment, including safety footwear, helmets, harnesses, glasses, sun glasses, sunscreen lotions and protective clothing is found not to be wearing same on the job then such employee shall be counselled.

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.

29. Workers Compensation

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

30. 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.

30.1 This includes discrimination on the ground of race, sex, marital status, disability, homosexuality, transgender identity, responsibilities as a carer and age.

30.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Agreement, the parties have obligations to take all reasonable steps to ensure that the operation of the

provisions of this Agreement are not directly or indirectly discriminatory in their effects. It will be consistent with fulfilment of these obligations for the parties to make application to vary any provision of the Agreement, which, by its terms or operation, has a direct or indirect discriminatory effect.

30.3 Under the *Anti-Discrimination Act 1977*, it is unlawful to victimise an Employee because the Employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment

30.4 Nothing in this clause is to be taken to affect:

- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
- (b) offering or providing junior rates of pay to persons under 21 years of age;
- (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977*;
- (d) a party to this Agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

30.5 This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

31. Apprentices

31.1 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*. As part of the Project's commitment to industry training, a ratio of one apprentice/trainee to every five tradespersons within each Employer's workforce is to be maintained.

31.2 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%

31.3 Conditions of Employment

Subject to subclause 31.4 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.

31.4 Termination and/or Redundancy

The provisions of Clause 39 of This Agreement shall have no application to apprentices during their period of apprenticeship except that third year apprentices shall be entitled to a contribution of \$30 per week and fourth year apprentices shall be entitled to a contribution of \$40 per week, into the agreed redundancy trust fund.

31.5 Adult Apprenticeships

Prior to any adult apprenticeships eventuating, representatives from the Company and the relevant organisation of employees listed at Clause 3.2 of this Agreement will confer.

32. Counselling and Disciplinary Action

- 32.1 Each employee bears the ultimate responsibility for his/her actions and ability or willingness to comply with Company standards.
- 32.2 Problems are generally divided into three categories:
Work performance / Attendance / Conduct.
- 32.3 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.
- 32.4 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.
- 32.5 Where practicable, to assist an employee in resolving his/her problem, the Company may provide support ie. counselling, and/or training to any employee that in the Company's opinion may be reasonable under the circumstances.
- 32.6 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.
- 32.6.1 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, including a union representative. Such reasonable request will be adhered to by the manager.
- 32.7 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
- 32.8 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.
- 32.9 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.

33. Consultative Committee

- 33.1 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.
- 33.2 Functions of the Committee
- 33.2.1 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 (KPIs) 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.

34. Amenities

- 34.1 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.)
- 34.2 Any area of concern relating to amenities will be progressed via the Consultative Committee.

35. Union Rights

35.1 Right of Entry- Union Officials

35.1.1 The Parties to this Agreement acknowledge the right of employees to be active union members and respect the right of the union to organise and recruit employees. The Parties to this Agreement also acknowledge that good communication between the union official, the delegate and its members is an important mechanism in assisting the parties to resolve grievances and disputes in a timely fashion

35.1.2 Subject to statutory entitlements, an official of a Union party to This Agreement may enter the site subject to the following:

- (a) Union officials shall contact the Parsons Project site office upon arrival on site and introduce themselves to the Site Construction Manager or, in his absence, a management representative of the Employer, prior to commencing their Union duties.
- (b) Union officials shall produce their right of entry permits, if required, and observe the Occupational Health and Safety Act and Regulations, and other statutory /legislative obligations for entry to the site. It is expected that entry shall be able to be provided within 20 minutes of a request being made for access to the site.
- (c) The refinery precinct has specific safety regulations that must be observed.

35.2 Union Delegates

- (a) In this clause the expression "delegate" means an Employee who is the accredited representative of the Union at an employer's workplace, and if there is more than one delegate in respect of the workforce then the expression "delegate" means each and every such delegate so accredited by the Union in relation to the Employers, including Sub-contractors, workforce.
- (b) The Parties acknowledge that a reasonable approach must be taken in relation to the number of persons that are recognised as delegates for a particular area of work.
- (c) The Union Delegate(s) will be entitled to discuss with the Employer and relevant Employees any genuine industrial matters affecting the Project during normal working hours.
- (d) The delegate shall have the right to communicate with Employee members of the Union in relation to industrial matters without impediment by their Employer. Without limiting the usual meaning of the expression "impediment", this provision applies to the following conduct by an Employer.

moving a delegate to a workplace or work situation which prevents or significantly impedes communication with the Project workforce;

changing a delegate's shifts or rosters so that communication is prevented or significantly impeded;

disrupting duly organised meetings.

- (e) The delegate shall be entitled to represent members in relation to industrial matters at the workplace, including:

All stages of negotiation of an enterprise agreement or award or other industrial instruments;

The introduction of new technology and other forms of workplace change;

Career path, reclassification, or training issues including discussions and negotiations on other matters affecting the employment of members on the Project;

Ensuring that workers on the Project are paid their correct wages, allowances and other lawful entitlements; and

To check with relevant industry schemes so as to ensure that superannuation, long service leave and redundancy has been paid on time.

- (f) The parties acknowledge this clause does not limit the right of Employers to reasonably meet their operational requirements.

- (g) In order to assist the delegate to effectively discharge his or her duties and responsibilities, the delegates shall be afforded the following rights.

Up to ten days off per annum to attend relevant Union training courses /forums

Paid time off to attend meetings of delegates in the industry as authorised by the relevant union

- (h) Where practicable, the Employer will provide Union Delegates reasonable access to the following facilities, which must only be used for legitimate Union activities:

a computer with email access;

a meeting room;

a telephone; and

a fax and photocopier machine

- (i) Where requested by an employee, Employers will make available payroll deduction services for Unions fees. Such fees shall be remitted to the nominated Union monthly.

36. 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.

37. 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.

38. Superannuation

- 38.1 All employees shall have contributions of not less than \$90 per week paid into the employees Superannuation Fund, but 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, if greater than \$90 per week:

Financial Year	Percentage
2004>	9%

Calculated on the employees ordinary time earnings as defined in the relevant Industry Award.

- 38.2 The relevant Superannuation Fund at the employees option will be:

C + Bus;
NESS;
STA: or
Other Fund agreed by the parties.

39. Redundancy

- 39.1 Employees, excluding casuals, must be members of MERT, ACIRT or another industry redundancy scheme approved by the parties.
- 39.2 The Employer will contribute to each of their Employees' redundancy fund an amount of \$80.00 per week for the duration of the Project.

40. Immigration Compliance

- 40.1 The Parties are committed to compliance with Australian Immigration laws so as to ensure maximum work opportunities for unemployed permanent residents and Australian citizens. Employers will be advised by Parsons of the importance of immigration compliance. Where there is concern that illegal immigrants are being engaged by an employer on the project, Parsons will act decisively to ensure compliance.
- 40.2 Employers are required prior to employees commencing work on-site to check the legal rights of employees to work. The Authorization form attached to this Agreement as per Appendix E will assist in providing evidence of the employee's legal status.

41. Use of Supplementary Labour

Whilst it is not the intention of Parsons or the subcontractors to engage labour hire companies there may be a requirement to cover short term shortages of labour by other than direct full time employment. It is agreed in such circumstances that Parsons or subcontractors may engage supplementary labour from a reputable labour hire firm. In such event this will be discussed with the Consultative Committee prior to implementation. Only bona fide supplementary labour hire companies that have a demonstrated track record in complying with all Award, Agreements and/or other statutory obligations will be used to provide supplementary labour. The Parties agree that such companies will be required to comply with the wages and conditions of employment contained in this Agreement as a minimum. Where, an employee of a supplementary labour provider has been engaged full time on the Project for four (4) weeks, the Employee shall be entitled to be employed by the Host Employer. See clause 13.2.1 in relation to avoidance of this clause.

42. Leave Reserved

It is an objective of the parties that employers will achieve a 25% proportion of first year apprentices to all apprentices.

APPENDIX A

Wage Rates, Allowances, and Income Protection

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)

Mechanical 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	From: 5/6/04	From: 4/6/05
Electrical Maintenance Employee	Level 1	\$766.06	\$797.71
Electrical Maintenance Employee	Level 1A	\$818.22	\$850.94
Electrical Maintenance Employee	Level 2	\$893.63	\$929.38
Electrical Maintenance Employee	Level 3	\$937.67	\$975.18
Electrical Maintenance Employee	Level 4E	\$947.52	\$985.42
Electrical Maintenance Employee	Level 4I	\$979.54	\$1018.73

Electrical Maintenance Employee	Level 5	\$994.69	\$1034.48
Electrical Maintenance Employee	Level 6	\$1061.45	\$1103.91
Electrical Maintenance Employee	Level 7	\$1099.76	\$1143.75

A1.6 Mechanical Maintenance Stream

35 hour weekly ordinary time wage from:

Title	Level	From: 5/6/04	From: 4/6/05
Mechanical Maintenance Employee	Level 1	\$765.95	\$796.60
Mechanical Maintenance Employee	Level 2	\$818.00	\$850.72
Mechanical Maintenance Employee	Level 3	\$870.59	\$905.41
Mechanical Maintenance Employee	Level 3A	\$897.20	\$933.09
Mechanical Maintenance Employee	Level 4	\$880.97	\$916.20
Mechanical Maintenance Employee	Level 5	\$880.97	\$916.20
Mechanical Maintenance Employee	Level 6	\$913.87	\$950.42
Mechanical Maintenance Employee-	Level 7	\$933.67	\$971.00
Mechanical Maintenance Employee-	Level 8	\$964.18	\$1002.75

A1.7 Building Maintenance Stream

35 hour weekly ordinary time wage from:

Title	Level	From: 5/6/04	From: 4/6/05
Building Maintenance Employee -Level 5			
Plumber		\$904.56	\$940.74
Carpenter		\$903.37	\$939.51
Signwriter		\$901.86	\$937.93
Bricklayer		\$899.15	\$935.12
Painter		\$892.44	\$928.14
Building Maintenance Employee -Level 6		\$913.87	\$950.42
Building Maintenance Employee -Level 7		\$933.67	\$971.00
Building Maintenance Employee -Level 8		\$947.40	\$985.30

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:

5th June 2004	4th June 2005
\$54 x 35hr week	\$56 x 35hr 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.

5th June 2004	4th June 2005
\$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 Project Productivity Allowance

A Project Productivity Allowance is to be paid in recognition of all site conditions associated with working on this construction project.

Employees will be entitled to a Project Productivity Allowance of \$2.00 per hour for all time worked on the Project.

The Project Productivity Allowance will be paid on a "flat" basis for hours worked and not factored into overtime or penalties, and will be calculated and paid weekly "in-arrears". The Project Productivity Allowance shall be paid in addition to any other entitlement payable under the Company's applicable Enterprise Agreement without any deduction or absorption against any Productivity/Site payment under such otherwise applicable Enterprise Agreement.

A2.7 Other Allowances

The following allowances shall be payable in addition Project Productivity Allowance:

Refractory Allowance;

Piling Allowance;
Explosive Powered Tool Allowance;
Dual Lift Allowances.
Welding Allowance

A2.8 Living Away From Home Allowance (LAFHA)

Eligible employees shall be paid at the minimum rate of \$450 / calendar week LAFHA or be provided with reasonable full board and meals provided by the employee's employer. This allowance shall be prorated for part week's entitlements.

If an applicant / employee's " usual place of residence " is within a radius equal to or less than 80 kilometres of the project, then it is deemed that for the purposes of this clause that the applicant / employee is a "Local" and can reasonably return to that place of residence each day and the employee will not be entitled to the Living Away From Home Allowance (LAFHA).

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 that 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. INCOME PROTECTION

The Company will provide Income Protection Insurances (sickness & accident) for all employees covered by This Agreement. The scheme will be with the Union nominated provider Uplus, under the terms offered by Uplus from time to time. The scheme will relate to employees, and will be introduced no later than 30 days after the date of approval of This Agreement by the Industrial Commission on NSW.

Each Employer will provide Workers Compensation Top-Up/24 Hour Income Accident Insurance with the UPLUS scheme or other similar scheme, which are approved by the parties to this Agreement.

APPENDIX "B"

Classification Descriptions

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 equipment and Hydratight equipment)	Special Tools(use of pipe bending equipment)	Job site preparation
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	Able to draw Isometrics for	

adjustment	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.

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"

Meal Allowances

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	Upto and including 24 hours' notice	More than 24 hours notice
1	More than 4 hours immediately prior to normal shift	3 meal allowances =5/6/04>\$30.48 =4/6/05>\$31.68	2 meal allowances =5/6/04>\$20.32 =4/6/05>\$21.12

2.	Up to 4 hours immediately prior to normal shift	2 meal allowances =5/6/04>\$20.32 =4/6/05>\$21.12	1 meal allowances =5/6/04>\$10.16 =4/6/05>\$10.56
3.	Less than 2 hours, but not including 2 hours, immediately following normal shift	No allowance = Nil	No allowance = Nil
4.	Between 2 and 4 hours including 2 hours, immediately following normal shift	1 meal allowances =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 =5/6/04>\$20.32 =4/6/05>\$21.12	1 meal allowances =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 =5/6/04>\$10.16 =4/6/05>\$10.56	1 meal allowances =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 =5/6/04>\$20.32 =4/6/05>\$21.12	1 meal allowances =5/6/04>\$10.16 =4/6/05>\$10.56
9.	More than 12 hours on call out. Is then released from duty.	3 meal allowances =5/6/04>\$30.48 =4/6/05>\$31.68	2 meal allowances =5/6/04>\$20.32 =4/6/05>\$21.12

APPENDIX "D"

Parties and Signatories

Part 1

EMPLOYERS:

Parsons Energy and Chemical and any subcontractors engaged to work on the project.

Part 2

UNIONS

The Labor Council of New South Wales (The Labor Council)

Construction Forestry Mining and Energy Union, New South Wales Branch CFMEU

Communication Electrical Electronic Energy Information Postal Plumbing and Allied Services Union of Australia (NSW) Branch - Plumbing Division - PGU

Electrical Trades Union of Australia (NSW Branch) - ETU

Transport Workers Union - TWU

Automotive Food Metals Engineering Printing & Kindred Industries Union - AMWU

Australian Workers Union - AWU

Signatories:

PARSONS ENERGY & CHEMICALS INC.

(Signature) (Date)

AUSTRALIAN INDUSTRY GROUP

(Signature) (Date)

AUSTRALIAN WORKERS UNION (AWU)

(Signature) (Date)

AUTOMOTIVE FOOD METALS ENGINEERING PRINTING & KINDRED INDUSTRIES UNION (AMWU)

(Signature) (Date)

CONSTRUCTION, FORESTRY, MINING AND ENERGY UNION, NSW BRANCH (CFMEU)

(Signature) (Date)

ELECTRICAL TRADES UNION OF AUSTRALIA (NSW BRANCH) (ETU)

(Signature) (Date)

COMMUNICATION ELECTRICAL ELECTRONIC ENERGY INFORMATION POSTAL PLUMBING AND ALLIED SERVICES UNION OF AUSTRALIA (NSW) BRANCH - PLUMBING DIVISION (PGU)

(Signature) (Date)

TRANSPORT WORKERS UNION (TWU)

(Signature) (Date)

THE LABOR COUNCIL OF NSW (LABOR COUNCIL)

(Signature) (Date)

APPENDIX "E"

1.1 APPENDIX

1.2 Authority to obtain details of work rights from DIMIA

EMPLOYEE DETAILS	EMPLOYER/LABOUR SUPPLIER DETAILS
As specified in passport or other identity document)	
Family Name: _____	Business Name: _____
Given Name(s): _____	Business Street Address: _____
Other Name(s) used (e.g. maiden name): _____	
Date of Birth: ____ / ____ / ____	
Nationality: _____	
Passport Number: _____	
Visa Number: _____	Type of Business: _____
Visa Expiry Date: ____ / ____ / ____	

<p>I authorise the Department of Immigration and Multicultural and Indigenous Affairs (DIMIA) to release the details of my work rights status (that is, my entitlement to work legally in Australia) to the named employer / labour supplier and a representative of a principal contractor and authorised trade union officer on request.</p>	<p>Name of Contract Person: _____ Telephone: _____ Fax: _____</p>
<p>I understand that these details are held by DIMIA on departmental files and computer systems. I also understand that the employer / labour supplier will use this information for the purposes of establishing my legal entitlement to work in Australia, and for no other purpose.</p>	<p>Note that the employee's work rights status will be sent directly to the fax number given above. Please ensure that this number is correct THE COMPLETED FORM SHOULD BE FAXED TO 1800 505 550</p>
<p>Employee Signature: _____ Date: ____ / ____ / ____</p>	<p>IF ALL DETAILS MATCH WITH OUR RECORDS, THE EMPLOYEE'S WORK RIGHTS STATUS WILL BE FAXED TO YOU WITHIN ONE WORKING DAY.</p>

APPENDIX F

Leisure Calendar

SITE CALENDAR 2004

Saturday	October 2	
Sunday	October 3	
Monday	October 4	Labor Day Public Holiday
Tuesday	October 5	RDO

Saturday	December 4	
Sunday	December 5	
Monday	December 6	Union Picnic Day
Tuesday	December 7	RDO

SITE CALENDAR 2005

Monday	January 3	New Years Public Holiday
Wednesday	January 26	Australia Day Public Holiday
Thursday	January 27	RDO
Friday	January 28	RDO
Saturday	January 29	
Sunday	January 30	

Friday	March 25	Good Friday Public Holiday
Saturday	March 26	Easter Saturday Public Holiday
Monday	March 28	Easter Monday Public Holiday
Tuesday	March 29	RDO

Friday	April 22	RDO
Saturday	April 23	
Sunday	April 24	
Monday	April 25	ANZAC Day

Saturday	June 11	
Sunday	June 12	
Monday	June 13	Queen's Birthday Public Holiday
Tuesday	June 14	RDO

