

**REGISTER OF
ENTERPRISE AGREEMENTS**

ENTERPRISE AGREEMENT NO: EA99/119

TITLE: Caltex Contractors' Metal Industry Agreement

I.R.C. NO: 99/1582

DATE APPROVED/COMMENCEMENT: Approved 16 April 1999 & commenced 23 March 1999

TERM: 24 months

**NEW AGREEMENT OR
VARIATION: New**

GAZETTAL REFERENCE:

DATE TERMINATED:

NUMBER OF PAGES: 30

COVERAGE/DESCRIPTION OF

EMPLOYEES: Applies to employees employed by contractors or subcontractors engaged on contract maintenance & construction work on the Caltex Kurnell Site

PARTIES: The Employers' Federation of New South Wales -&- Automotive, Food, Metals, Engineering, Printing and Kindred Industries Union, New South Wales Branch; The Australian Workers' Union, New South Wales; Transport Workers' Union of Australia, New South Wales Branch





**CALTEX CONTRACTORS'
METAL INDUSTRY AGREEMENT**

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1. AREA AND SCOPE

- (a) This Agreement applies to employees, employed by Contractors or Sub-Contractors engaged on contract maintenance and construction work on the Site of Caltex Kurnell.
- (b) Prior to commencement on site, Contractors and Sub-Contractors shall be required to sign the Adherence to the Site Agreement as per Schedule "B".

2. WAGES

- (a) An adult employee of a classification specified herein shall be paid per week the wages assigned to that classification according to the following table:-

Classification From 23.3.1999	Weekly Rate \$	Supplementary Payment \$	Total \$
Contract Metal Industry Employee - Level 1	597.60	26.00	623.60
Contract Metal Industry Employee - Level 2	641.10	26.00	667.10
Contract Metal Industry Employee - Level 3	684.80	26.00	710.80
Contract Metal Industry Employee - Level 3A	707.10	26.00	733.10
Contract Metal Industry Employee - Level 4	693.50	26.00	719.50
Contract Metal Industry Employee - Level 5	693.50	26.00	719.50
Contract Metal Industry Employee - Level 6	721.00	26.00	747.00
Contract Metal Industry Employee - Level 7	737.40	26.00	763.40
Contract Metal Industry Employee - Level 8	748.90	26.00	774.90
Contract Metal Industry Employee - Level 9	771.20	26.00	797.20

Classification From 23.3.2000	Weekly Rate \$	Supplementary Payment \$	Total \$
Contract Metal Industry Employee - Level 1	618.50	26.90	645.40
Contract Metal Industry Employee - Level 2	663.50	26.90	690.40
Contract Metal Industry Employee - Level 3	708.80	26.90	735.70
Contract Metal Industry Employee - Level 3A	731.80	26.90	758.70
Contract Metal Industry Employee - Level 4	717.80	26.90	744.70
Contract Metal Industry Employee - Level 5	717.80	26.90	744.70
Contract Metal Industry Employee - Level 6	746.20	26.90	773.10
Contract Metal Industry Employee - Level 7	763.20	26.90	790.10
Contract Metal Industry Employee - Level 8	775.10	26.90	802.00
Contract Metal Industry Employee - Level 9	798.20	26.90	825.10

- (b) The rates of pay are minimum and maximum rates applicable to the various classifications and except as varied by this Agreement are in lieu of any award entitlement to special rates and/or allowances.
- (c) In addition to the weekly wage rate prescribed in sub-clause (a) of this Clause, an adult employee covered by this Industrial Agreement will be paid each week a Supplementary Payment equal to 3.75% of the rate for Contract Metal Industry Employee Level 5.

Supplementary Payment

23.3.1999	\$26.00
23.3.2000	\$26.90



The said payment shall be taken into account for the purpose of calculation of overtime, shift premiums and other prescriptions of this Industrial Agreement.

- (d) The weekly rate of wage for apprentices shall be the undermentioned percentages of the rate prescribed for Contract Metal Industry Employee Level 5.

Four Year Term	Percentage CMIE5
1st year	42
2nd year	55
3rd year	75
4th year	88

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Apprentices employed at the time of making this Agreement shall not suffer a reduction in rates of pay by the making of this Agreement.

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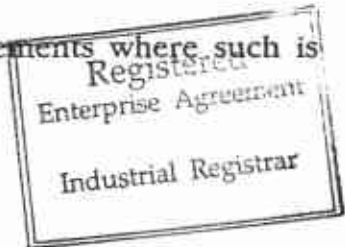
3. CONTRACT OF EMPLOYMENT

- (a)
 - (i) 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.
 - (ii) 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.
 - (iii) Any direction issued by the Company pursuant to subclauses (i) and (ii) will be consistent with the Company's responsibilities to provide a safe and healthy working environment.
 - (iv) An employee engaged for more than two (2) hours during one day or shift on duties carrying a higher rate than his ordinary classification shall be paid the higher rate for such day or shift. If for two hours or less during one day or shift he shall be paid the higher rate for the time so worked.
 - (v) Employment will be by the week. Where not varied by legislation employment will be terminated by a week's notice on either side given at any time during the week or by the payment or forfeiture of a week's wages as the case may be. This will not affect the right of the Company to dismiss any employee without notice for malingering, inefficiency, neglect of duty or misconduct and in such cases the wages will be paid up to the time of dismissal only or to deduct payment for any day the employee cannot be usefully employed because of any strike or through any breakdown in machinery, or any stoppage of work by any cause for which the Company cannot reasonably be held responsible. Where an employee has given or been given notice they will continue in their employment until the date of the expiration of such notice. Any employee who having given or been given notice, without reasonable cause (proof of which will lie on them) absent themselves from work during such period will be deemed to have abandoned their employment and will not be entitled to payment for work done within that period. Provided that where the Company has given notice, an employee on request, will be granted leave of absence without pay for one day in order to look for alternative employment. Leave of absence so granted will not constitute abandonment of employment for the purpose of this subclause.

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- (vi) Abandonment of Employment: The absence of an employee from work for a continuous period exceeding three working days without the consent of the company and without notification to the Company will be prima facie evidence that the employee has abandoned their employment. Provided that:-
- (a) If within a period of fourteen days from their last attendance at work or the date of their last absence in respect of which notification has been given or consent has been granted an employee has not established to the satisfaction of the Company that they were absent for reasonable cause, they will be deemed to have abandoned their employment.
 - (b) Termination of employment by abandonment in accordance with this subclause will operate as from the date of the last attendance at work or the last day's absence in respect of which consent was granted or the date of the last absence in respect of which notification was given to the Company, whichever is the later.
- (vii) Late Comers: Notwithstanding anything elsewhere contained in this Award the Company may select and utilise for timekeeping purposes any fractional or decimal proportion of an hour (not exceeding quarter of an hour) and may apply such proportion in the calculation of the working time of employees who, without reasonable cause promptly communicated to the Company report for duty after their appointed starting times or cease duty before their appointed finishing times. The same proportion used for this purpose will apply for the calculation of overtime.
- (b) In addition, it is a term and condition of employment, and of the obligations and rights accruing under this Award that an employee must:
- (i) comply with the orders of the Company to work reasonable overtime, at any time during the seven days of the week, at the appropriate remuneration prescribed herein; and
 - (ii) 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
 - (iii) 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 classifications of personnel required for that purpose), or for the emergency prevention of pollution; and

- (iv) perform such work, including shift work, required for refinery or plant shutdowns or break-downs or start-ups or other emergency maintenance as the Company may, from time to time, reasonably require; and
- (v) comply with the Company's direction to keep the work-place and equipment in a clean and safe condition; and
- (vi) drive motor vehicles to Class 1 Licence requirements where such is necessary for performance of their duties.



4. WORK PRACTICES

- (a) Subject to the provision of the appropriate Wet Weather Clothing all personnel are to work in the rain, conditional on the ability to maintain a safe working environment, carry out any lawful direction given by the person's Company Representative (the Company) and to take direction from Supervisors.
- (b) The movement of "tools of trade" is the responsibility of the Tradesperson and should not rely on other crafts for their transportation.
- (c) Operators of transport vehicles that are fitted with 'Robo' or similar type mechanical lifting equipment are required to sling their own loads.
- (d) Manpower utilisation -

Generally the work should be manned according to the job requirement and there should not exist any fixed numbers and ratios.
- (e) Job Permits -

An employee, qualified to receive permits, will collect the required Job Permits, receive the Work Permit and progress the job as identified.
- (f) 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.

5. DEFINITIONS

- (a) **Contract Metal Industry Employee - General Duties**

A **Contract Metal Industry Employee**: is an employee engaged to carry out contract maintenance and construction work at the Kurnell Refineries.

All **Contract Metal Industry 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 CMIE Skills Training Register. Regardless of any graded level, a Contract Metal Industry 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 **Contract Metal Industry Employees** 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 in~~ 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.

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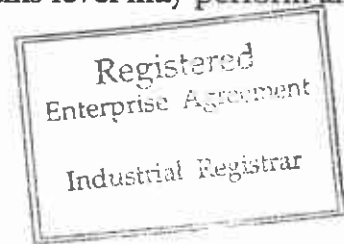
- Performs general work on heat exchangers, vessels and valve replacement.
- Performs surface preparation and applies protective coatings.

(b) **Contract Metal Industry Employee - Level 1**

A Contract Metal Industry 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
- Storeman



(c) **Contract Metal Industry Employee - Level 2**

A Contract Metal Industry 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.

(d) **Contract Metal Industry Employee - Level 3**

A Contract Metal Industry Employee Level 3; is an employee other than a rigger or under 20T crane driver who meets the requirements specified in CMIE Level 2;

AND

has achieved and utilises the skills set out in:-

- (1) Basic Site Skills (8 including core skills) and
- (2) One (1) 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.

(e) **Contract Metal Industry Employee Level 4**

A Contract Metal Industry Employee Level 4; is an employee who holds a riggers or under 20T crane operator's certificate of competency;

AND

has achieved and utilises the skills set out in:-

- (1) Basic Site Skills (8 including core skills) and
- (2) One (1) 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.

(f) **Contract Metal Industry Employee - Level 5**

A Contract Metal Industry 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 in 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.

(g) **Contract Metal Industry Employee - Level 6**

A Contract Metal Industry Employee Level 6: is an employee who meets the requirements of CMIE Level 5;

AND

has achieved and utilises the skills set out in:-

- (1) Basic Site Skills (8 including core skills) and
- (2) The Mechanical 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.

(h) **Contract Metal Industry Employee - Level 7**

A Contract Metal Industry 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:-

- (1) Basic Site Skills (8 including core skills) and
- (2) 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.



(i) **Contract Metal Industry Employee - Level 8**

A Contract Metal Industry Employee Level 8: is an employee who has satisfied the requirements as designated in Level 7 and shall hold additional qualifications as follows:-

Fitters	-	A Riggers Certificate of Competency
Boilermaker	-	A Riggers Certificate of Competency or a Level 4 and Level 7 Welding Certificate
Welders	-	A Riggers Certificate of Competency

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.

(j) **Contract Metal Industry Employee - Level 9**

A Contract Metal Industry Employee Level 9: is an employee who has achieved and utilises the required level of assessment of core activity as set out in the CMIE Skills Training Register for CMIE 3, 4,6, 7 or 8 and who in addition is capable of and undertakes functions associated with assigned work. Without limiting the generality of the foregoing, this would include:-

- Is capable of, and undertakes planning functions associated with assigned work. Without limiting the generality of the foregoing this would include reviewing work order requests and minor job lists, identifying materials, tools, equipment and other crafts needed to undertake the job. Preparing all necessary permits and procedure plans detailing materials and resources necessary to complete the job.
- Organises other trades as required in the execution of assigned duties.
- Organise and prepare service and purchase orders for service technicians and specialist functions.
- Arrange for repair and maintenance of equipment.
- Equipment procurement for specialist functions.
- Training in safety requirements.

- Advise and report on compliance with safety regulations and 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.

Employees classified at this level is by Company appointment only.

(k) **Progression Through Skills Matrix**

A Consultative Committee of the Term Contractor 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.

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.

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

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

- Broken employment
- Casual employment
- Extended leave and absences
- Avoidance of training

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)

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

6. TRANSPORT AND LOCATION ALLOWANCE

- (a) In addition to the wage rate prescribed in Clause 2, of this Industrial Agreement employees will be paid a Transport and Location Allowance at the rate of \$15.40 per week.
- (b) This allowance will not be taken into account for the purpose of calculation of overtime, shift premiums, annual leave, sick leave, long service leave, public holidays and other prescriptions of this Agreement.
- (c) Deduction of the allowance is to be made on a pro-rata basis.

7. CLOTHING ALLOWANCE

Where work clothing is not supplied by the Company all employees shall be paid a Clothing Allowance at the rate of \$2.08 per day for each day worked. This allowance is not influenced by the number of hours worked but is also paid when working on Saturdays, Sunday or Public Holidays. This allowance is NOT part of the "all-purpose" rate.

8. WAGES AND ALLOWANCES IN SUBSTITUTION FOR SPECIAL RATES

It is agreed that the wages and allowances prescribed in Clause 2 - Wages, Clause 6 - Transport and Location Allowance will be in substitution for any special rates now existing or which may arise during the currency of this Agreement.

9. CASUAL HIRE

- (a) A casual employee is one engaged and paid as such. A casual employee for working ordinary time shall be paid per hour one thirty-fifth of the weekly rate prescribed herein for the work he or she performs plus 20%. The penalty rate prescribed shall be made in lieu of public holidays, annual leave and sick leave prescribed for other employees covered by this Agreement.
- (b) A casual employee shall not be employed for longer than 6 months continuous.

10. ANNUAL LEAVE

Excepting casuals covered by Clause 9, annual leave shall be in accordance with the New South Wales Annual Holidays Act 1944 as amended.

11. ANNUAL LEAVE LOADING

A loading of 22½% on the "All Purpose Rate" shall apply to leave accrued whilst working under this Agreement to employees proceeding on Annual Leave. This loading will also apply to pro-rata leave payments on termination.

12. STANDARD HOURS

The provisions of the Standard Hours (Oil Companies) Award 1974 shall be deemed to regulate the hours of work in this Agreement and insofar as the Agreement and the Award are, in whatever respect inconsistent, the Standard hours (Oil Companies) Award 1974 shall take precedence.

13. ROSTERED DAY OFF

- (a) Employees shall be paid for all hours worked during each work cycle and the rostered day off shall be taken without pay.
- (b) The rostered day off shall be observed by all employees on site but may be substituted during plant shutdowns, emergency situations or unscheduled maintenance. Where a rostered day off is substituted in accordance with the above that day shall be worked as normal and a day shall be substituted in lieu thereof.
- (c) Other than emergencies, forty eight hours notice shall be given of substitution of rostered day off and in such cases the substitute day shall be taken on a date suitable to the employee no later than the end of the next rostered cycle.
- (d) Provided that by mutual agreement between the employer and the employee the rostered day off may be substituted and taken at a mutually agreed time.

14. DEMARCATION

With the introduction of a skills based structure there should be no demarcation disputes. In unusual circumstances if demarcation disputes occur they shall be resolved in the following manner:-

- (a) Any demarcation matter which cannot be settled by discussion between the delegate of the Unions involved and the supervisor concerned shall be reported to the Industrial Relations representative of the Contractor/s concerned to discuss the matter at issue.
- (b) Failing satisfaction at this stage of proceedings the matter shall then be referred to the Organisers of the Unions concerned and The Employers' Federation of New South Wales.

- (c) Where agreement on any demarcation matter cannot be reached amongst the Unions it shall be placed before the Industrial Relations Commission of New South Wales.
- (d) The Company agrees to observe as far as is practicable the demarcation rights of all the unions concerned.
- (e) The work shall proceed according to custom without interruption during these proceedings.

15. SETTLEMENT OF DISPUTES OR CLAIMS

- (a) The matter shall be discussed in the first instance between the employee and his/her supervisor.
- (b) If not settled the matter shall then be discussed between the delegates involved and the Supervisor concerned.
- (c) If still not settled the matter shall be further discussed between the delegates and the appropriate officers of the Company.
- (d) If settlement has not been reached the matter shall then be discussed between the Union and the Industrial Relations representatives of the Company.
- (e) If settlement has not been reached the matter shall then be discussed between the Union and The Employers' Federation of New South Wales.
- (f) If settlement has not been reached the matter shall be referred to the Industrial Relations Commission of New South Wales.

Whilst the above procedure is being followed work shall continue normally.

16. MEAL ALLOWANCE

- (a) An employee required to work overtime shall be paid an allowance in lieu of overtime meals of \$8.80 for each meal in accordance with Schedule "A" of this Industrial Agreement.
- (b) A day work employee required to work overtime beyond 8 hours on a Saturday or a Sunday shall be paid a meal allowance of \$8.80 as provided in accordance with Schedule "A" of this Industrial Agreement.



17. BOARDING ALLOWANCE

An employee required to be aboard a vessel at the sub-berth in Botany Bay shall be paid a Boarding Allowance of \$17.80 per week. The allowance is payable once only for each week during which the employee is required to board vessels moored at the wharf sub-berth in Port Botany.

18. SHIFT WORK

Other than as varied by this Agreement the provisions contained within the Metal and Engineering Industry (New South Wales) Award will govern the working of shift by employees covered by this Agreement.

All Other Shift Work

18.1 Definitions

For the purposes of this clause:

A "shift" refers to a period of work of eight (8) hours duration but may be worked in conjunction with periods of overtime before or after the shift.

"Afternoon Shift" means any shift finishing after 2000 hours and at or before midnight. Unless specified elsewhere it will be paid at the rate of time plus 15% of ordinary-time rates of pay.

"Night Shift" means any shift finishing subsequent to midnight and at or before 0800 hours. Unless specified elsewhere it will be paid at the rate of time plus 30% of ordinary-time rate of pay.

A "day" commences at the starting time of No. 1 shift and ends at the finishing time of No. 3 shift (currently 2315 hours).

18.2 Special Shifts

- (a) A "Special Shift" is defined as a period of work other than day work or overtime connected with day work performed to handle emergency repairs to refinery equipment. Special Shifts can run for a maximum period of four (4) weeks unless otherwise agreed between the unions involved and the Company.
- (b) Subject to subclauses (c) and (d) of this clause and to their attendance for these shifts, employees:
 - (i) transferred to special shift work; or

- (ii) at the request of the company transfer from one special shift to another special shift will receive a minimum of 15.2 hours pay for each of the first four afternoon or night shifts for which they are so rostered. Subsequent afternoon and night shifts will be paid at the rate specified in subclause (1) of this clause.
- (c) All time worked on Sundays and No. 1 Shift Monday will be paid for at the rate of double time.
- (d) When an employee is transferred from day work to night shift and the transfer is arranged in a manner which results in the first night shift being worked within twenty-four hours immediately following his/her commencement of a period of day work, he/she will receive eight (8) hours pay at ordinary time rate in addition to any other payments due to him/her under subclause (b) of this clause for the first night shift.
- (e) All overtime associated with special shifts worked on a Saturday will be paid for at the rate of double time.

18.3 Unit Shutdown and Turnaround Shifts

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

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

- (b) An employee may be allocated to a roster to effect a Workcover mandated shutdown with 48 hours notice of the specified shift on which he/she is to work and be paid the shift penalties as set out in subclause (1) of this clause. In the absence of 48 hours notice, the employee is to be paid at overtime rates until the expiration of the period of notice and then be paid the shift penalties as set out in the said subclause (1).

18.4 General

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

19. OVERTIME

- (a) For all work done outside ordinary working hours Monday through Friday the rate of pay will be double time, such double time to continue until the completion of the overtime worked.
- (b) Rest Period
- (i) Subject to the succeeding paragraphs when overtime is necessary it shall be so arranged that the employee has at least ten (10) consecutive hours off duty between the work of successive days.
 - (ii) 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 ten (10) consecutive hours off duty between those times shall be released after completion of such overtime until he/she has had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. Should an employee's 10 hour rest period end within 2 hours of his/her normal ceasing time he/she shall not be required to report for work on that day.
 - (iii) If on the instructions of the Employer such an employee resumes or continues work without having had such ten (10) consecutive hours off duty he/she shall be paid at double his/her ordinary time rate of pay 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 ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
 - (iv) It is the intention of the parties that all employees are to have a ten hour rest period in accordance with subclause (b)(i). An employee who recommences work without having such rest period must receive specific instructions to do so. The absence of specific instructions will not incur the payment of any penalty by the company.
- (c) Crib Time
- (i) An employee working overtime shall be allowed a crib time of twenty (20) minutes without deduction of pay after each four (4) hours of overtime worked if the employee continues to work after such crib time.
 - (ii) Where the period of overtime is more than two (2) hours an employee before starting overtime after working ordinary hours shall be allowed a meal break of twenty (20) minutes which shall be paid for a his/her ordinary time rate of pay.

(iii) The Company and an employee may agree to any variation of these provisions to meet the circumstances of the work in hand. Such agreement is not to be unreasonably withheld by either party provided that the Company shall not be required to make any payment in respect of any time allowed in excess of twenty (20) minutes.

(d) Work on Rostered Day Off

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

(e) Call-In

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

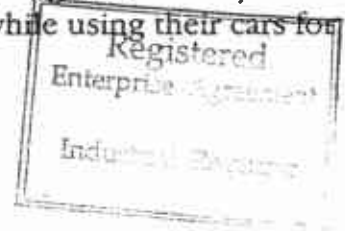
(i) Monday to Friday Inclusive

- (a) An employee recalled to work overtime after leaving the company's premises (whether notified before, or after, leaving the premises) 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 Company's premises, 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, and continues working into the 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.

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20. CAR ALLOWANCE

- (a) An employee required to work overtime without being notified the previous day or earlier will be paid a car allowance of \$22.70 where the employee provides his/her own means of transport to return to his/her home from the company's premises.
- (b) 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.
- (c) 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.



21. SATURDAY WORK

- (a) For all work done on a Saturday the rate of pay shall be double time.
- (b) An employee required to report for work on a Saturday shall be paid for at least four (4) hours at the appropriate rate for each attendance.
- (c) An employee required to work on a Saturday shall be allowed a crib time of twenty (20) minutes without deduction of pay after each four (4) hours worked if the employee continues work after such a crib time, provided that the first prescribed crib time shall if occurring between 1000 hours and 1300 hours be paid at his ordinary time rate of pay.
- (d) The Company and an employee may agree to any variation of this provision to meet the circumstances of the work in hand. Such agreement is not to be unreasonably withheld by either party provided that the Company shall not be required to make any payment in respect of any time allowed in excess of twenty (20) minutes.

22. SUNDAY WORK

- (a) For all work done on a Sunday the rate of pay shall be double time, such double time to continue until the employee is relieved from duty.
- (b) An employee required to report for work on a Sunday shall be paid for at least four (4) hours at double time for each attendance.

- (c) An employee required to work on a Sunday shall be allowed a crib time of twenty (20) minutes without deduction of pay after each ~~four (4) hours worked~~ if the employee continues work after such crib time, provided that the first prescribed crib time shall if occurring between 1000 hours and 1300 hours be paid at his/her ordinary time rate of pay.
- (d) The Company and an employee may agree to any variation of this provision to meet the circumstances of the work in hand. Such agreement is not to be unreasonably withheld by either party provided that the Company shall not be required to make any payment in respect of any time allowed in excess of twenty (20) minutes.

23. CANCELLATION OF OVERTIME, HOLIDAY AND WEEKEND WORK

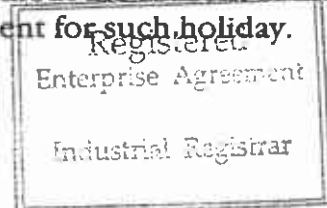
- (a) If, on a week day, notice cancelling a previous instruction to work overtime on a Holiday as prescribed in Clause 24 of this Industrial Agreement or to work during a weekend is given to an employee before he/she leaves the work place, a penalty payment shall not be payable.
- (b) If notice cancelling 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.
- (c) 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.
- (d) 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.
- (e) If notice of cancellation provided in sub-clause (2) hereof is not delivered, or telephoned, to the employee's registered address at least one hour before he/she would normally leave to commence work and the employee would normally be expected to have a meal at the work place during the period of overtime now cancelled, he/she shall be entitled to a meal allowance of \$8.80.
- (f) For the purpose of this clause "registered address" shall mean the address recorded by the Company.

24. HOLIDAYS

- (a) Employees (other than casuals) on weekly hiring shall be entitled to the following holidays without deduction of pay:-

New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day (or Labour Day) Christmas Day, Boxing Day and any other day proclaimed as a holiday throughout the State.

- (b) In addition to the holidays prescribed in sub-clause (a) of this Clause one additional holiday shall apply to an employee on weekly hire, such holiday being Easter Tuesday.
- (c) For all work performed on the holidays prescribed herein payment shall be made at triple time.
- (d) Where Anzac Day falls on a Saturday and Caltex employees are granted a holiday in lieu thereof, the same will apply to a contractor employee.
- (e) Where an employee is absent from his employment on the working day before or the working day after a holiday without excuse or without the consent of the Company, the employee shall not be entitled to payment for such holiday.



25. DAYLIGHT SAVING

- (a) The length of any shift:
 - (i) commencing before the time prescribed by the relevant legislation for the commencement of a summer time period
 - and
 - (ii) commencing on or before the time prescribed by such legislation for the termination of a summer time period

shall be deemed to be the number of hours represented by the difference between the time recorded by the clock at the beginning of the shift and the time so recorded at the end thereof.

26. MEAL BREAKS

No employee shall work more than five (5) hours without a meal break. Provided that when it is necessary to alter the schedule for meal breaks without prior notice to enable critical work to continue the time of the taking of the meal break may be varied without penalty and further provided that the extension of the meal break is no longer than one (1) hour.

27. PAYMENT OF WAGES

Wages may be paid weekly by EFT or other agreed manner.

28. TIMEKEEPING

- (a) Bundy Clocks shall be maintained where the Contractor requires for normal timekeeping.
- (b) Work shall commence and finish at the Contractors' Crib Hut

29. 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 an employee is receiving a tool allowance then such employee shall continue to receive the allowance during their current term on site.

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Industrial Registrar

30. MEMBERSHIP

- (a) All contractors' employees shall be fully paid up members of the C+BUS or other complying Superannuation Scheme appropriate to their classification and the employer shall contribute the amount as required by the Superannuation Guarantee (Administration) Act 1992.
- (b) Where the Trust Deed of the appropriate superannuation scheme allows for employee contributions, the employer shall at the request of the employee, make deductions as authorised by the employee from the employee's wages and pay such amount to the appropriate fund in accordance with the terms of the Trust Deed.
- (c) All contractors shall be a financial member of The Employers' Federation of New South Wales.

31. REDUNDANCY

- (a) Definitions

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

"Continuous Service" shall mean continuous service with the contractor at the Caltex site from December 1 1995 except that for the purpose of redundancy/severance pay continuous service shall not be deemed to be broken where:-

- (i) The contractor makes the employee redundant and the employee is offered and accepts alternative employment with another contractor on the Ampol site.

- (ii) The contractor transfers the employee to another job off-site for a period of not more than one month, however the time off site shall not be taken into account in the calculation of continuous service.

(b) Application

- (i) Where an employee is made redundant (as defined) by an employer, the employee shall subject to the provisions of this clause be entitled to redundancy/severance pay to the amount specified in the Metal and Engineering Industry Redundancy (State) Award.
- (ii) Entitlement to redundancy/severance pay shall not apply where the employee is offered and accepts alternative employment with another contractor on the Caltex site and in such circumstances for the purpose of redundancy/severance pay service with the terminating contractor shall be deemed to be service with the employing contractor.
- (iii) Where the employee is made redundant (as defined) and the employee declines the offer of alternative employment on the Caltex site and elects to take redundancy/severance pay provided for in this clause, such employee will not be permitted to take alternative employment on the Caltex site for a period of six (6) months.

(c) Termination of Employment

- (i) An employer who terminates an employee, other than for conduct that justifies instant dismissal, including breaches of safety regulations, malingering, inefficiency or neglect of duty shall give the employee the following notice:

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

- (ii) In addition to the above notice employees over 45 years of age at the time of giving of notice with not less than two years continuous service shall be entitled to an additional weeks notice.
- (iii) Payment in lieu of the notice shall be made if the appropriate notice is not given. Provided that the employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

32. CONTINUOUS IMPROVEMENT

Continuous improvement is a feature of this Agreement.

“Continuous improvement is the process of participative involvement and agreement, monitoring and measuring performance and making improvements in a timely fashion.

This process should ensure the ideas, suggestions and skills of the employees continually improve what we do.”

Examples of areas to develop in the life of this Agreement are:-

1. Work place teams
2. Effective planning and resource utilisation
3. Key Performance Indicators
4. Elimination of Car Allowance
5. Smoking
6. Flexible hours to apply to a 70 hour fortnight



33. SAVING

- (a) It is agreed by the Company and the Unions that the wages and conditions set out in this Agreement are not to be used as evidence or example in any court proceedings against any other employer or union.
- (b) This Agreement is intended to operate only at the Caltex Kurnell sites and is therefore not to be used as evidence or precedent on any other site in which the Company and members of the said Unions are engaged.

34. PARENT AWARDS

Except as varied by this Agreement the provisions of -

The Metal and Engineering Industry (New South Wales) Award

shall apply to the classifications of employees in Clause 2.

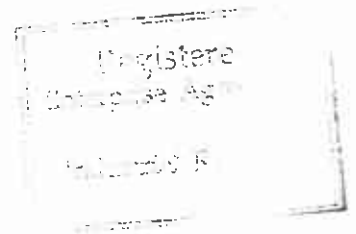
35. BASIS OF SETTLEMENT

This Agreement has been made in full and final settlement of all claims made by the Unions upon the Contractors and no further claims will be made by the Unions nor variations made by the parties.

36. DURATION

This Agreement shall take effect from March 23, 1999 and shall remain in force for 2 years.

- (a) The Agreement shall continue in force after the expiration of the said period until rescinded by the parties.
- (b) Neither the Unions nor the Contractors shall rescind the Agreement during its currency and thereafter shall do so only by notice in writing giving not less than three months prior to the date on which it is intended that said rescission should have effect.
- (c) This shall not preclude any party from seeking to commence negotiations for a new Agreement within six (6) months prior to the expiration of the Agreement.



SCHEDULE "A"

OVERTIME MEALS/TEA MONEY

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

MEAL ALLOWANCES			
<u>OVERTIME WORKED</u>	Up to and including 24 hours' notice	More than 24 hours' notice	
1. More than 4 hours immediately prior to normal shift	3 meal allowances = \$26.40	2 meal allowances = \$17.60	
2. Up to 4 hours immediately prior to normal shift	2 meal allowances = \$17.60	1 meal allowance = \$8.80	
3. Up to 2 hours or less immediately following normal shift	No allowance = Nil	No allowance = Nil	
4. Between 2 and 4 hours immediately following normal shift	1 meal allowance = \$8.80	0 meal allowance = Nil	
5. More than 4 hours immediately following normal shift	2 meal allowances = \$17.60	1 meal allowance = \$8.80	
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 allowance = \$8.80	1 meal allowance = \$8.80	
8. Between 8 and 12 hours on call out. Is then released from duty	2 meal allowances = \$17.60	1 meal allowance = \$8.80	
9. More than 12 hours on call out. Is then released from duty	3 meal allowances = \$26.40	2 meal allowances = \$17.60	



SCHEDULE "B"

ADHERENCE TO SITE AGREEMENT

I ACKNOWLEDGE THAT AS A CONDITION OF WORK ON MAINTENANCE AND CONSTRUCTION ON THE CALTEX SITE AT KURNELL THAT I WILL ABIDE BY THE INDUSTRIAL AGREEMENT KNOWN AS THE CALTEX CONTRACTORS' METAL INDUSTRY AGREEMENT AND ALL EMPLOYEES SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THAT AGREEMENT.



SIGNED ON BEHALF OF:

.....
CONTRACTOR

WITNESSED BY:
.....

In witness hereof the said parties have hereunder set their signature:-

SIGNED FOR AND ON BEHALF OF
THE EMPLOYERS' FEDERATION OF N.S.W

[Handwritten signature]

In the presence of:-

[Handwritten signature] J.P.

SIGNED FOR AND ON BEHALF OF
AUTOMOTIVE, FOOD, METALS,
ENGINEERING, PRINTING & KINDRED
INDUSTRIES UNION

Registered
Enterprise Agreement
Industrial Registrar

[Handwritten signature]

In the presence of:

[Handwritten signature] J.P. 8/3/99

David Scaine
9601671

SIGNED FOR AND ON BEHALF OF
THE AUSTRALIAN WORKERS UNION

[Handwritten signature]
R. K. COLLISON
STATE SECRETARY.

In the presence of:

[Handwritten signature] 17-3-99

SIGNED FOR AND ON BEHALF OF
THE TRANSPORT WORKERS' UNION

[Handwritten signature]
State Secretary.
[Handwritten signature]

In the presence of: